

Tuesday, December 20, 2005

Council Session Packet

City Council:

Carole Cornelius Peg Gilbert Joyce Haase Margaret Hornady Robert Meyer Mitchell Nickerson Don Pauly Jackie Pielstick Scott Walker Fred Whitesides Mayor: Jay Vavricek

City Administrator: Gary Greer

City Clerk: RaNae Edwards

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

Call to Order

Invocation - Pastor Mike Reiners, Peace Lutheran Church, 4018 Zola Lane

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.

MAYOR COMMUNICATION

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.



Tuesday, December 20, 2005 Council Session

Item C1

Musical Presentation by the La Camerata Madrigal Singers Under the Director of Pam Ahlman

The La Camerata Madrigal Singers under the Direction of Pam Ahlman will present several Christmas selections to the Mayor, City Council, and the public. They have been performing for 20 years. We want to welcome and thank them for this special performance.

Staff Contact: RaNae Edwards



Tuesday, December 20, 2005 Council Session

Item E1

Public Hearing on Request of Club 69, Inc. dba Club 69, 106 East 3rd Street for a Class "C" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From:	RaNae Edwards, City Clerk
Meeting:	December 20, 2005
Subject:	Public Hearing on Request of Club 69, Inc. dba Club 69, 106 East 3 rd Street for a Class "C" Liquor License
Item #'s:	E-1 & H-1
Presenter(s):	RaNae Edwards, City Clerk

Background

Nickie Kallos, Jr., owner of Club 69, Inc. dba Club 69, 106 East 3rd 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.

Discussion

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. Due to the current remodeling of the premises it is recommended that Council approve the application contingent upon final inspections.

Alternatives

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

- 1. Approve the request contingent upon final inspections.
- 2. Deny the request.
- 3. Forward to the Nebraska Liquor Control Commission with no recommendation.
- 4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve this request contingent upon final inspections.

Sample Motion

Move to approve the request of Club 69, Inc. dba Club 69, 106 East 3rd Street for a Class "C" Liquor License contingent upon final inspections.



Working Together for a Better Tomorrow. Today.

INTEROFFICE

MEMORANDUM

Police Department

DATE: December 13, 2005

TO: RaNae Edwards, City Clerk

FROM: Robert Falldorf, Captain, Police Department Robert Touchy

RE: "Liquor License Application – Club 69"

The Grand Island Police Department has received the application for a Class C Liquor License #70885 from Club 69 doing business at 106 East 3rd Street, Grand Island, Nebraska 68801, applicant/proposed manager is listed as Nicki J. Kallos Jr.

We have no objection to approving this request and will have adequate patrol officers onduty, should our assistance be requested.

RF/rk

12/09-/05 23:08	Grand Island Police Dept. LAW INCIDENT TABLE Page:	629 1
City Occurred after Occurred before When reported Date disposition declare Incident number Primary incident number Incident address State abbreviation ZIP Code Contact or caller Complainant name number Area location code Received by How received Agency code Responsible officer Offense as Taken Offense as Observed Disposition Misc. number Geobase address ID	- : Grand Island : 14:50:07 11/25/2005 : 20:00:00 12/05/2005 : 14:50:07 11/25/2005	
Long-term call ID Clearance Code Judicial Status	: : CL Case Closed : NCI Non-criminal Incident	

INVOLVEMENTS:

$\mathbf{P}\mathbf{x}$	Record #	Date	Description	Relationship
NM	108650		Club 69,	mentioned
NM	44790		Kallos, Nickie J	manager/owner

LAW INCIDENT NARRATIVE:

Incident Narrative

1. Incident Description:

On 11/21/2005 I was directed to conduct a background investigation for an application for liquor license in reference to an application made by Nickie Kallos Jr. Kallos has applied to open a tavern named Club 69 at 106 E 3rd Street.

I made contact with Nickie Kallos Jr. on two different occasions. The first occasion, on 11/27/2005. I explained to him that I was investigating his background in reference to his new application for a Class C liquor license. Reference New Application for Class C #70885. I set up an appointment to interview him at a later date.

I made contact with Nickie Kallos Jr. on 12/05/2005 at approximately 4:00 PM. I asked him if he had any Misdemeanor or Felony convictions. Kallos stated; "I have only had one conviction, for illegal burning." According to local law enforcement records it reflects Kallos plead guilty to an open

12/09/05 23:08

Grand Island Police Dept. LAW INCIDENT TABLE

burning violation; Infraction. The offense took place on 10/12/2004.

I had Grand Island Emergency Center conduct a National Criminal Information Center (NCIC) check on Nickie J. Kallos Jr. DOB: 07/02/1969. The NCIC check did not reflect any arrests or convictions on record.

I asked Kallos if he had a spouse or significant other. He told me he has a girlfriend but, she does reside at his address at 1704 E 7th Street, Grand Island, NE 68801. Nickie also told me that he is the sole owner of all 10,000 shares for his corporation. The forms provided to me also reflects that Kallos is the sole owner of all shares. Kallos also informed me that he owns the real property described as 106 E 3rd Street. He told me that the property is leased to his incorporation which he owns as well.

Nickie J. Kallos Jr. does not any misdemeanor or felony convictions that would disqualify him from obtaining a Class C Liquor License.

2. Date, time, reporting officer: Fri Dec 09 22:58:19 CST 2005 Eric J. Olson

LAW INCIDENT RESPONDERS DETAIL:

<u>Se</u> <u>Responding offi</u> <u>Unit n</u> <u>Unit number</u> 1 Olson E 479 Olson E



Tuesday, December 20, 2005 Council Session

Item E2

Public Hearing on Change of Zoning for Land Proposed for Platting as Autumn Park Third Subdivision from RD Residential Development to Amended RD Residential Development

Staff Contact: Chad Nabity

Council Agenda Memo

From:	Regional Planning Commission
Meeting:	December 20, 2005
Subject:	Change of Zoning
Item #'s:	E-2 & F-2
Presenter (s):	Chad Nabity AICP, Regional Planning Director

Background

This application proposes to change the zoning on a tract of land proposed for platting as Autumn Park Third Subdivision from RD Residential Development to amended RD Residential Development Zone.

Discussion

This property is currently zoned RD Residential Development. The RD zone is a planned unit development. The developer is required to build the development as it was approved unless they request and receive permission to change the plan for the development. Any such request must be handled in the same manner as the original request with public hearings before the Regional Planning Commission and City Council. City Council has the authority to approve or deny the requested changes.

The Autumn Park Subdivision was originally approved in 1995 with 432 units of apartments. The first 144 apartments were built upon approval. The second phase of the project was approved in 1996 and was not ever completed. M. Timm Development the owner of the project is seeking approval for an amended project similar to the original design.

The amend plan proposed 16 unit buildings instead of 12 unit buildings. They are not proposing to increase the number of units. Phase two and three of this project would still include an additional 288 units. They will also include a club house, swimming pool and playground that was not in the original plan.

The developers will be extending city water and sewer to all of their buildings. They will be connecting the driveway on the west side of the project with at the beginning of the second phase of the development. This will give residents and emergency vehicles two ways to enter and exit the property.

This proposal will also improve the circulation between the first phase of the development and the second and third phases. It allows for a better parking ratio, more greenspace and less impervious surface area.

Alternatives

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

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

Recommendation

A motion was made by Haskins 2^{nd} by Miller to approve the rezoning as presented.

A roll call vote was taken and the motion passed with 11 members present (Amick, Haskins, Reynolds, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Monter, Hayes) voting in favor.

Sample Motion

Approve the rezoning for Autumn park Third Subdivision as presented.



Agenda Item # 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION: November 21, 2005

SUBJECT: Zoning Change (C-04-2006GI)

PROPOSAL: To amend the existing RD-Residential Development Zone for Autumn Park Subdivision located north of State Street and west of the Moore's Creek Drainway. The RD Zone application also includes both the Preliminary and Final Plats for the Autumn Park Third Subdivision in the City of Grand Island.

OVERVIEW:

Current zoning designation: Permitted and conditional uses: Comprehensive Plan Designation: Existing land uses.	RD Residential Development Zone RD Residential uses at a density of up to 43 dwelling units per acre depending on the plan approved by Council. In October of 1996, the Grand Island City Council permitted 144 units of apartments in 12 buildings units on this tract with an additional 144 units in 12 buildings planned for the final phase. Medium Density Residential to Office Use Farm Ground
Adjacent Properties Analysis	
<i>Current zoning designations:</i>	 North: R4- High Density Residential East: B2-General Business West R1- Suburban Density Residential and South: R4- High Density Residential B2 Commercial and retail uses including those with outside storage of merchandise, office uses and residential uses up to a density of 43 units per acre. R1 Residential uses at a density of 4 dwelling units per acre
Comprehensive Plan Designation:	North: Medium Density Residential to Office Use East: Commercial West: Low to Medium Density Residential South: Medium Density Residential to Office Use
Existing land uses:	North: Farm ground East: Menards, Moore's Creek Drainway West: Farm Ground South: Farm Ground

EVALUATION:

Positive Implications:

- Consistent with the City's Comprehensive Land Use Plan: The subject property is designated for commercial development.
- Accessible to Existing Municipal Infrastructure: Water and sewer services are available to service the area. Sanitary sewer and water are along the north and east sides of the property.
- *Provides Additional Housing Opportunities:* This development will add 144 apartments in along with private recreational facilities including a club house, playground and pool to the existing Autumn Park Apartments development. The final phase of the development would add another 144 apartments.
- Continues a development that has been on hold for 9 years: The second phase of this development was approved in 1996 and has had any activity since that approval.
- Adds Connectivity to the Existing Apartments: This proposal includes a connection between the north side of the existing parking lot and the new area to be developed. This lane will allow traffic, including emergency vehicles, multiple access points to the first and second phase of the Autumn Park Apartments.
- Monetary Benefit to Applicant: Would allow the applicant to develop and sell this property.

Negative Implications:

• None Foreseen

Other

The developers are proposing to keep the same number of units in this phase of the development as was approved in 1996. In addition to building 144 units of apartments in 9 buildings with this phase, they will be developing a clubhouse, playground and pool. These amenities will add to the development. The unbuilt portion of Ebony Lane the City Street on the southwest edge of this development will be built to provide a second entrance into the apartments. This street will be completed and connected as part of this phase of the development. The final phase of this development will include an additional 144 units of apartments in another 9 buildings.

The developers are not changing the number of units from the number originally approved for this RD zone but they are changing the location and number of buildings and adding amenities.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council amend the existing **RD** Residential Development Zone as presented along with the Preliminary and Final Plats for Autumn Park Third Subdivision.

_ Chad Nabity AICP, Planning Director





Tuesday, December 20, 2005 Council Session

Item E3

Public Hearing Concerning Acquisition of Utility Easement - 1932 Aspen Circle - Northstar Plaza, LLC

Staff Contact: Gary R. Mader

Council Agenda Memo

From:	Robert H. Smith, Asst. Utilities Director
Meeting:	December 20, 2005
Subject:	Acquisition of Utility Easement – 1932 Aspen Circle Aspen Circle & State Street) – Northstar Plaza, LLC
Item #'s:	E-3 & G-8
Presente r(s):	Gary R. Mader, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Northstar Plaza, LLC, located on the south side of the building located at 1932 Aspen Circle, in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to locate electric underground cable and a three phase padmounted transformer to provide electrical service to the new building.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Motion to approve acquisition of the Utility Easement.





Tuesday, December 20, 2005 Council Session

Item E4

Public Hearing and Approval for Acquisition of a Public Utilities Easement Located at 4179 Old Potash HWY (Barry & Jolynn Niedfelt)

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From:	Steven P. Riehle, Public Works Director
Meeting:	December 20, 2005
Subject:	Public Hearing and Approval for Acquisition of a Public Utilities Easement Located at 4179 Old Potash HWY (Barry & Jolynn Niedfelt)
Item #'s:	E-4 & G-12
Presenter(s):	Steven P. Riehle, Public Works Director

Background

Council action is necessary for the City of Grand Island to acquire public easements.

Discussion

The developer of the property located at the southwest corner of Engleman Road and Old Potash Highway is extending public sewer to serve the development of Copper Creek Subdivision. The existing public sanitary sewer main is along the south side of Old Potash Highway; approximately ¹/₄ mile west of North Road. A public utility easement along the south side of Old Potash Highway for approximately ¹/₄ mile is needed for the sanitary sewer. The developer obtained the easement from the property owners.

Alternatives

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

- 1. Move to approve the acquisition of the Public Utility Easement.
- 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 conduct a Public Hearing and approve acquisition of the Public Utility Easement.

Sample Motion

Move to approve the acquisition of the Public Utility Easement.





Tuesday, December 20, 2005 Council Session

Item F1

#9021 - Consideration of Vacation of all Public Utility Easements in Lot 1 of Autumn Park 2nd Subdivision (Undeveloped Property West of 3720 West State Street)

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From:	Steven P. Riehle, Public Works Director
Meeting:	December 20, 2005
Subject:	Consideration of Vacation of all Public Utility Easements in Lot 1 of Autumn Park 2 nd Subdivision (Undeveloped Property West of 3720 West State Street)
Item #'s:	F-1
Presenter(s):	Steven P. Riehle, Public Works Director

Background

Vacation of easements requires council action through the passing of an ordinance.

Discussion

Autumn Park 2nd Subdivision was platted in 1996 west of the existing Autumn Park Apartments located at 3720 West State Street. Autumn Park 2nd Subdivision was never developed. The developer is requesting the easements that are part of the Autumn Park 2nd Subdivision be vacated since the development plan for Autumn Park 3rd Subdivision will have utilities in different locations.

Autumn Park 3rd dedicates all of the needed public utility easements needed for the development. Autumn Park 3rd Subdivision will be considered by the council under a separate council agenda item.

Alternatives

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

- 1. Make a motion to approve the ordinance vacating the Utility Easement.
- 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 ordinance for the vacation of the easement.

Sample Motion

Move to approve the vacation of the Utility Easement.



* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9021

An ordinance to vacate all the easements located in Autumn Park Second Subdivision in the City of Grand Island, Hall County, Nebraska; 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 the existing easements located in Autumn Park Second Subdivision in the City of Grand Island, Hall County, Nebraska, as shaded and identified in the plat dated December 12, 2005, marked Exhibit "A" attached hereto and incorporated herein by reference, are hereby vacated.

SECTION 2. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

ORDINANCE NO. 9021 (Cont.)

SECTION 3. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: December 20, 2005.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



Tuesday, December 20, 2005 Council Session

Item F2

#9022 - Consideration of Change of Zoning for Land Proposed for Platting as Autumn Park Third Addition from RD Residential Development to Amended RD Residential Development

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9022

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising of Autumn Park Second Subdivision and a portion of the Southeast Quarter of the Northwest Quarter, all located within the Southeast Quarter of the Northwest Quarter of Section 12, Township 11 North, Range 10 West of the 6th P.M. in Hall County, Nebraska, from RD-Residential Development Zone to Amended RD-Residential Development Zone; 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 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on December 7, 2005, 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 public hearing on December 20, 2005, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from RD-Residential Development Zone to Amended RD-Residential Development Zone to allow for construction of revised Phases II and III of Autumn Park Apartments previously approved:

ORDINANCE NO. 9022 (Cont.)

Beginning a found 1/2" pipe, being the southeast corner of Autumn Park Second Subdivision or the southwest corner of Lot 1, Autumn Park Subdivision in the City of Grand Island, all located in the Southeast Quarter of the Northwest Quarter of Section 12, Township 11 North, Range 10 West of the Sixth Principal Meridian, Hall County, Nebraska and also said point is on the north right-of-way line of State Street; thence N89°58'26"W, (an assumed bearing) and on the south line of the Northwest Quarter of said Section 12 and the Autumn Park Second Subdivision or the north right-of-way line of said State Street, a distance of 510.66 feet to a set 5/8"x24" rebar with cap, being a point on the east right-of-way line of Ebony Lane; thence N00°38'33"W, and on the east right-of-way line of Ebony Lane, a distance of 115.75 feet to a found 1/2" pipe; thence N89°11'24"E, a distance of 60.06 feet to a found 1/2" pipe, being a point on the east right-of-way line of said Ebony Lane; thence N00°35'05"W, a distance of 930.67 feet to a found 1/2"pipe; thence N89°23'18"E, and on the north line of said Autumn Park Second Subdivision, a distance of 635.60 feet to a found 1/2" pipe, being the northeast corner of said Autumn Park Second Subdivision or the northwest corner of Lot 1 of said Autumn Park Subdivision; thence S00°35'19"E, and on the east line of said Autumn Park Second Subdivision or the west line of Lot 1 of said Autumn Park Subdivision, a distance of 946.08 feet to a found 1/2" pipe, being the east-southeast corner of said Autumn Park Second Subdivision; thence S89°23'01"W, and on the south line of said Autumn Park Second Subdivision or the north line of Lot 1 of said Autumn Park Subdivision, a distance of 124.89 feet to a found 1/2" pipe; thence S00°34'08"E, and on the east line of said Autumn Park Second Subdivision or the west line of Lot 1 of said Autumn Park Subdivision, a distance of 106.01 feet to the point of beginning and containing a calculated area of 654,050.63 square feet or 15.015 acres, more or less;

SECTION 2. That the Official Zoning Map of the City of Grand Island,

Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is,

hereby ordered to be changed, amended, and completed in accordance with this ordinance.

SECTION 3. That this ordinance shall be in force and take effect from and after

its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

ORDINANCE NO. 9022 (Cont.)

Enacted: December 20, 2005.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



Tuesday, December 20, 2005 Council Session

Item G1

Approving Minutes of December 6, 2005 City Council Regular Meeting

The Minutes of December 6, 2005 City Council Regular Meeting are submitted for approval. See attached Minutes.

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING December 6, 2005

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 December 6, 2005. Notice of the meeting was given in the *Grand Island Independent* on November 30, 2005.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following members were present: Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Cornelius, Pauly, Hornady, Walker, and Haase. Councilmember Nickerson was absent. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Finance Director David Springer, Public Works Director Steve Riehle, and City Attorney Doug Walker.

<u>INVOCATION</u> was given by Father Richard Piontkowski, St. Mary's Catholic Church, 204 South Cedar Street followed by the <u>PLEDGE OF ALLEGIANCE</u>.

<u>MAYOR COMMUNICATION</u>: Mayor Vavricek thanked Jason and Barbara Carter for donating this year's Christmas Tree. Olivia Exstrum from Wasmer Elementary School read her essay on "Good Reasons to Live in Grand Island". Also present were Mrs. Susan Francis, 5^{h} Grade Teacher from Wasmer Elementary School, parents Brian and Amy Exstrum, and brother Charlie. Councilmember Pielstick extended an invitation to the public for the Grand Generation Senior Center open house to be held on Sunday, December 11, 2005.

CITY COUNCIL REORGANIZATION:

<u>Approving Minutes of November 22, 2005 City Council Regular Meeting.</u> Motion by Hornady, second by Walker, carried unanimously to approve.

<u>Election of City Council President.</u> Mayor Vavricek reported that the City Council was required to elect one Councilmember to the office of Council President for a term of one year and that the Council President automatically assumed the duties of the Mayor in the event that the Mayor was absent or otherwise unable to fulfill his duties. Councilmember Pielstick nominated Councilmember Meyer. Councilmember Cornelius nominated Councilmember Hornady. Motion by Whitesides, second by Gilbert that nominations cease. Upon roll call vote, all voted aye. Motion adopted.

City Clerk RaNae Edwards called for the first ballot. It was reported that Councilmember Hornady had received 5 votes and Councilmember Meyer had received 4 votes. Mayor Vavricek declared Councilmember Hornady the Council President for 2006.

Motion was made by Whitesides, second by Gilbert to make the vote a unanimous one for Councilmember Hornady as City Council President. Upon roll call vote, all voted aye. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request of Rod Hooker with Hooker Brothers Construction Company for a Conditional Use Permit for Sand & Gravel Operation Located within the 500 Block of South Gunbarrel Road on the N1/2 of the SW1/4 and NW1/4 of the SE1/4 of Section 18-11-8 Merrick County. Craig Lewis, Building Department Director reported that Rod Hooker from Hooker Brothers Construction requested a conditional use permit for the above referenced location in Merrick County and within the City of Grand Island's two mile jurisdiction. Mr. Lewis recommended approval with the following conditions:

1). USE: The proposed uses are limited to those listed in the application, sand and gravel pumping processing, storage, stocking piling, distribution, and sales, both wholesale and retail. Retail sale may also include the sale of black dirt, river rock, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials, such as asphalt or concrete is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants.

2). CLOSURE: A drawing of the proposed development of the property after the closing of the sand and gravel operation has been provided along with the application.

3). PRIMARY CONDITIONS: (a). The permit shall be granted for a period not to exceed 10 years with the possibility of renewal for an additional time at the end of the 10 year period.

(b).Pumping of product shall not be allowed within 150 feet of any public road right of way and protected by a 6 foot earthen berm during pumping. The finished width of developable property adjacent to the public right of way shall be 300 feet at the time of termination of the operation. A setback of 100 feet from any adjacent property line shall be maintained between the pumping operations.

(c).Pumping and other activities (including lighting) at the site shall be limited to daylight hours (15) minutes before sunrise and (15) minutes after sunset Mondays through Saturdays. No pumping or other processing activities shall be permitted on Sundays or from fifteen minutes after sunset to fifteen minutes before sunrise. Two exceptions to this condition shall be in the months of March, April, October, and November activities may operate from 6:00a.m. to 10:00p.m.to allow for winter condition. The second exception shall be that trucking of the product shall be allowed on Sundays from 7:00 a.m. to 12:00 noon to allow for contracted sales.

(d). Any internal combustion pump motors utilized shall be equipped with a functioning "hospital grade muffler" designed to reduce exhaust noise by 32 to 40 decibels.

(e). Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. No product, material or equipment shall be stored within any easement or in such a manor that it would violate any safety provisions of the National Electric Safety Code.

(f). All dead trees, rubbish, and debris, if any must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.

(g). No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.
(h). Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.

(i). Applicant shall maintain any and all drainage ditches that may be located upon the real property.

(j). Applicant shall not permit the hauling of sand and gravel form the premises and over and across any public highway or road unless said sand and gravel is complete dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.

(k). All water accumulated upon the premises by virtue of such mining and pumping operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.

(I). Applicant shall begin the mining operation within a period of 18 months from the issuance of this permit or if the applicant fail to begin operations within the 18 months the permit shall be considered null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 18 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

Jeff Hooker, 3615 Palomino Place and Rod Hooker, representing Hooker Brothers Sand & Gravel spoke in support. Chuck Witter, 333 Gunbarrel Road, Bob Plummer, 535 Gunbarrel Road, and Cindy Pfeifer, 406 Gunbarrel Road spoke in opposition. No further public testimony was heard.

<u>Public Hearing on Acquisition of Utility Easement Located at 3312 West Stolley Park Road.</u> (<u>Dinsy,LLC</u>) Gary Mader, Utilities Director reported that acquisition of a utility easement located at 3312 West Stolley Park Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The purpose of this easement would be to place underground primary electrical cable and a pad-mounted transformer to provide electrical service to Dinsdale's expanded body shop. No public testimony was heard.

Public Hearing on Acquisition of Utility Easements Located a Along the West Line of the Parking Lot of Wal-Mart South – US Highway 34 and South Locust Street. (Wal-Mart Real Estate Business Trust and Wal-Mart Stores, Inc.) Gary Mader, Utilities Director reported that acquisition of two utility easements located along the west line of the parking lot of Wal-Mart South – US Highway 34 and South Locust Street were needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The purpose of this easement would be to place electrical cable and a pad-mounted transformer to provide service to a new fueling station. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 803 East 9^{h} Street. (Starostka Group Unlimited, Inc.) Gary Mader, Utilities Director reported that acquisition of a utility easement located at 803 East 9^{th} Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The purpose of this easement would be to provide a clean bill of sale for the owner, the two feet on the east portion of the easement on Lot 3 would be vacated. To maintain 20 feet of total easement, a two foot

easement would be dedicated from Lot 2 (803 East 9th Street). The overhead electrical line would remain in place with no changes. No public testimony was heard.

<u>Public Hearing on Community Development Block Grant Economic Development Project.</u> Chad Nabity, Regional Planning Director reported that the City of Grand Island is requesting \$255000 to \$505,000 from the Nebraska Department of Economic Development of which \$250,000 to \$500,000 would be loaned to Project Cottonwood for activities associated with the start up of a transportation – logistics center. The remaining \$5,000 would be retained by the City for audit and administrative expenses associated with the grant. No public testimony was heard.

ORDINANCES:

Councilmember Pielstick moved "that the statutory rules requiring ordinances to be read by title on three different days be suspended and that ordinance numbered:

#9020 - Consideration of Vacating Utilities Easement Located at 805 East 9th Street – Starostka Group Unlimited, Inc.

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 this ordinance on first reading and then upon final passage and call for a roll call vote on each reading and then upon final passage." Councilmember Gilbert seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Steve Riehle, Public Works Director reported Ordinance #9020 related to the previous public hearing regarding a utility easement located at 803 East 9th Street.

Motion by Pielstick, second by Hornady to approve Ordinance #9020.

City Clerk: Ordinance #9020 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 #9020 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 #9020 is declared to be lawfully adopted upon publication as required by law.

<u>CONSENT AGENDA</u>: Motion by Hornady, second by Cornelius to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Councilmember Appointments to the following Boards and Commissions:

Building Code Advisory Board:	Bob Meyer
Business Improvement District #3:	Fred Whitesides
Business Improvement District #4:	Fred Whitesides
Business Improvement District #5:	Jackie Pielstick
City/County Communications/Civil	Scott Walker, Don Pauly,

Defense Committee:	Bob Meyer
City/County Efficiency Effectiveness:	Margaret Hornady &
Committee	Mitch Nickerson
Community Development Advisory Board:	Jackie Pielstick
Community Redevelopment Authority:	Margaret Hornady
Fire Station #1/Training:	Bob Meyer
GI Area Economic Development Corp.	Peg Gilbert
Humane Society:	Bob Meyer & Don Pauly
Library Board:	Margaret Hornady
Library Facility Committee:	Margaret Hornady
Multi-Cultural Coalition:	Carole Cornelius
Problem Resolution Team:	Jackie Pielstick
Regional Planning Commission:	Joyce Haase &
	Mitch Nickerson
Systems Information Advisory Committee	
(City/County)	Mitch Nickerson
Transportation Committee:	Don Pauly

Approving the Appointments of Larry Seney, Elio Castillo, Bob Bennett, and Bob Ranard to the Electrical Board and Dean Mathis and Craig Lewis as Ex-Officio Members.

Approving the Re-Appointments of Norm Nietfeldt, Mike McElroy, Loren Peterson to the Gas Fitters and Appliance Installers Board and David Scoggins and Craig Lewis as Ex-Officio Members.

Approving the Re-Appointments of Larry Callahan, Eric Rose, Robert Luther, and Jennifer Herman to the Plumbers Examining Board and David Scoggins as Ex-Officio Member.

Approving Re-Appointment of Kurt Haecker to the City/County Efficiency Effectiveness Committee.

#2005-338 – Approving Bid Award for One (1) 2006 Ford E-450 Type III, Class 1 Ambulance with Midwest Vehicle Professionals, Inc. of York, Nebraska in an Amount of \$133,953.00.

#2005-339 – Approving Acquisition of Utility Easement Located at 3312 West Stolley Park Road. (Dinsy, LLC)

#2005-340 – Approving Acquisition of Utility Easements Located Along the West Line of the Parking Lot of Wal-Mart South – US Highway 34 and South Locust Street. (Wal-Mart Real Estate Business Trust and Wal-Mart Stores, Inc.)

<u>#2005-341 – Approving Acquisition of Utility Easement Located at 803 East 9th Street.</u> (Starostka Group Unlimited, Inc.)

#2005-342 – Approving Safety Glass Contract for Utilities, Public Works and Parks and Recreation departments for 2006-2008 with Eyecare Professionals/Grand Island Optical of Grand Island, Nebraska.

#2005-343 – Approving FTE Amendment.

#2005-344 – Approving Community Development Block Grant Economic Development Project.

<u>#2005-345 – Approving Change Order No. 1 for Sanitary Sewer Project 2004-S-12; Heartland Events Center at Fonner Park with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$6,500.67 and a Revised Contract Amount of \$71,450.77.</u>

<u>#2005-346 – Approving Certificate of Final Completion for Sanitary Sewer Project 2004-S-12;</u> <u>Heartland Events Center at Fonner Park with The Diamond Engineering Company of Grand</u> <u>Island, Nebraska.</u>

<u>#2005-347 – Approving Bid Award for One (1) 26,000 GVW Salt/Sand Truck with Hansen</u> International Truck, Inc. of Grand Island, Nebraska in an Amount of \$49,634.75.

REQUESTS AND REFERRALS:

<u>Consideration of Request from Rod Hooker of Hooker Brothers Construction for Conditional</u> <u>Use Permit for Sand & Gravel Operation Along Gunbarrel Road.</u> Discussion was held by Council regarding the hours of operation, location of operation which will start on the east end of the property and work their way west, traffic concerns, and the time frame this sand and gravel operation would be used. Mr. Hooker stated they were looking at a 15 to 20 year operation possibly longer depending on the supply of gravel in the area.

Motion by Pielstick, second by Gilbert to approve the request from Hooker Brother Construction for a Conditional Use Permit along Gunbarrel Road. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Whitesides to approve the Claims for the period of November 23, 2005 through December 6, 2005, for a total amount of \$4,307,601.74. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:45 p.m.

RaNae Edwards City Clerk



Tuesday, December 20, 2005 Council Session

Item G2

Approving Minutes of December 13, 2005 City Council Study Session

The Minutes of December 13, 2005 City Council Study Session are submitted for approval. See attached MINUTES.

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION December 13, 2005

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 December 13, 2005. Notice of the meeting was given in the *Grand Island Independent* on December 7, 2005.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following members were present: Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker, and Haase. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Finance Director David Springer, City Attorney Doug Walker, and Public Works Director Steve Riehle.

<u>INVOCATION</u> was given by Pastor Paul Hofrichter, Evangelical Free Church, 2609 South Blaine Street followed by the <u>PLEDGE OF ALLEGIANCE</u>.

<u>MAYOR COMMUNICATION</u>: Mayor Vavricek asked the Council for direction for the 2006 City Council Retreat which would be held either January 28, 2006 or February 11, 2006.

<u>Pandemic Flu Presentation by the Health Department.</u> Teresa Anderson, Executive Director from the Central District Health Department presented information on pandemic flu. Pandemic flu was explained as a worldwide outbreak of disease caused by a new flu virus. Past flu pandemics have led to high levels of illness, death, social disruption, and economic loss. Mentioned was a new virus that started about two years ago in Southeast Asia which started in birds, thus the name "Bird Flu". This virus is affecting young people in their 20's thru 40's. Currently there is no vaccine but they are working on it. Respiratory complications have been seen in those affected with the bird flu.

The bird flu started in domestic birds and has since spread to wild flocks. These flocks are being monitored. The virus has spread from birds to humans, but has not spread from humans to humans yet. If it does, this could be a pandemic situation. The incubation period could be from 3 to 5 days.

The Health Department feels it's important to educate the public and encourages the public to live a healthy life. Ways to stop germs from spreading would be to cover your mouth and nose with tissue when coughing and sneezing, wash your hands often, and stay home when you're sick.

Ms. Anderson explained the Table Top exercise that took place this week. Representatives at the exercise talked about quarantine and isolation issues during a pandemic flu.

Ryan King, Executive Director of the Central District Health Department mentioned work being done by the Game and Parks Commission who were monitoring birds in this area. Mr. King reported what had been done by the Health Department. They were monitoring viruses by checking with the schools, State of Nebraska, other health departments, and St. Francis Medical Center.

Presented to the Council was a draft copy of the Prevention of Spread of Communicable Disease, Illness, or Poisoning. This policy would need to be reviewed and brought back to Council for approval.

Mr. King explained the difference between quarantine and isolation. Quarantined was putting restrictions upon people who had been exposed whereas isolation was for a person who had been exposed to the virus and keeping them away from other people so it wouldn't spread.

Lela Lowry, Emergency Management Director explained the procedure if a quarantine were needed. The Health Department would be the Incident Commander with law enforcement enforcing the quarantine. The Mayor would designate if it was an emergency.

Mayor Vavricek commented on the efforts of Homeland Security. City Administrator Gary Greer commented on the table top exercise and the importance of sharing ideas and working together.

Mike Gloor, St. Francis Medical Center commented on the seriousness of this issue but that it probably would not happen in the near future. Mentioned were challenges a pandemic would force on each entity within the city.

ADJOURNMENT: The meeting was adjourned at 8:05 p.m.

RaNae Edwards City Clerk



Tuesday, December 20, 2005 Council Session

Item G3

Approving Appointments to the Business Improvement District #5 Board

The Mayor has submitted the re-appointments of Vic Aufdemberge, George Bartenbach, Jim Berglund, and Matthew Armstrong to Business Improvement District #5 Board. These appointments would become effective January 1, 2006, upon approval by City Council and would expire on December 31, 2008. Approval is recommended.

The Mayor also has submitted the appointment of Joan Dillenbach to complete the term of Steve Poppe who has resigned to Business Improvement District #5 Board. This appointment would become effective immediately, upon approval by City Council and would expire on December 31, 2008. Approval is recommended.

Staff Contact: Mayor Vavricek





November 14th, 2005

Downtown Development Attn: Cindy Johnson P.O. Box 1486 Grand Island, NE 68802

Dear Cindy:

This letter is to serve as my notice of resignation from the Downtown Development Board. I have elected to take a new position at the Bank of Doniphan and will no longer work within the downtown boundaries. I would like to thank the board for their contributions to downtown and wish the board well with the future of downtown Grand Island. I enjoyed my time on the board and will continue to be proactive in promoting downtown business. Thanks again for the opportunity to serve on the board.

Sincerely. Steve Poppe

Copy Mai

MAIN BANK

118-120 W. PLUM ST DONIPHAN, NE 68832 (402) 845-6565 PHONE (402) 845-2220 FAX HASTINGS BANK 2727 W. 2ND STREET, STE 304 HASTINGS, NE 68901 (402) 462-6595 PHONE (402) 463-7282 FAX GRAND ISLAND BANK 518 NORTH EDDY STREET GRAND ISLAND, NE 68801 (308) 381-6565 PHONE (308) 381-2237 FAX DONIPHAN BRANCH

6TH & PINE STREET DONIPHAN, NE 68832 (402) 845-6570 PHONE (402) 845-6544 FAX



Tuesday, December 20, 2005 Council Session

Item G4

Approving Request of Nickie Kallos, Jr., 1704 East 7th Street for Liquor Manager Designation for Club 69, 106 East 3rd Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From:	RaNae Edwards, City Clerk
Meeting:	December 20, 2005
Subject:	Request of Nickie Kallos, Jr., 1704 East 7 th Street for Liquor Manager Designation for Club 69, 106 East Third Street
Item #'s:	G-4
Presenter(s):	RaNae Edwards, City Clerk

Background

Nickie Kallos, Jr., 1704 East 7th Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "C-70885" Liquor License for Club 69, 106 East Third Street. This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received.

Alternatives

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

- 1. Approve the request.
- 2. Forward the request with no recommendation.
- 3. Take no action on the request.

Recommendation

City Administration recommends that the Council approve this request for a Liquor Manager Designation.

Sample Motion

Move to approve the request of Nickie Kallos, Jr., 1704 East 7th Street for Liquor Manager Designation in conjunction with the Class 'C-70885'' Liquor License for Club 69, 106 East Third Street.



Tuesday, December 20, 2005 Council Session

Item G5

Approving Preliminary Plat for Autumn Park Third Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From:	Regional Planning Commission	
Meeting:	December 20, 2005	
Subject:	Autumn Park Third Subdivision - Preliminary Plat	
Item #'s:	G-5	
Presenter (s):	Chad Nabity AICP, Regional Planning Director	

Background

This subdivision proposes to create 25 lots on a parcel of land located in the SE $\frac{1}{4}$ 12-11-10. This land consists of approximately 15.015 acres.

Discussion

The Autumn Park Subdivision was originally approved in 1995 with 432 units of apartments. The first 144 apartments were built upon approval. The second phase of the project was approved in 1996 and was not ever completed. M. Timm Development the owner of the project is seeking approval for an amended project similar to the original design.

The amend plan proposed 16 unit buildings instead of 12 unit buildings. They are not proposing to increase the number of units. Phase two and three of this project would still include an additional 288 units. They will also include a club house, swimming pool and playground that was not in the original plan.

The developers will be extending city water and sewer to all of their buildings. They will be connecting the driveway on the west side of the project with at the beginning of the second phase of the development. This will give residents and emergency vehicles two ways to enter and exit the property.

This proposal will also improve the circulation between the first phase of the development and the second and third phases. It allows for a better parking ratio, more greenspace and less impervious surface area.

If the rezoning is approved this plat must also be approved. Any discussion on the plat should be included with discussion of the rezoning.

Alternatives

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

- 1. Approve the preliminary plat as presented
- 2. Modify the preliminary plat to meet the wishes of the Council
- 3. Table the issue

Recommendation

A motion was made by Haskins 2nd by Miller to approve the preliminary plat as presented.

A roll call vote was taken and the motion passed with 11 members present (Amick, Haskins, Reynolds, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Monter, Hayes) voting in favor.

Sample Motion

Approve the Preliminary Plat for Autumn Park Third as presented.





Tuesday, December 20, 2005 Council Session

Item G6

#2005-348 - Approving Final Plat and Subdivision Agreement for Autumn Park Third Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From:	Regional Planning Commission	
Meeting:	December 20, 2005	
Subject:	Autumn Park Third - Final Plat	
Item #'s:	G-6	
Presenter (s):	Chad Nabity AICP, Regional Planning Director	

Background

This subdivision proposes to create 25 lots on a parcel of land located in the SE $\frac{1}{4}$ 12-11-10. This land consists of approximately 15.015 acres.

Discussion

The Autumn Park Subdivision was originally approved in 1995 with 432 units of apartments. The first 144 apartments were built upon approval. The second phase of the project was approved in 1996 and was not ever completed. M. Timm Development the owner of the project is seeking approval for an amended project similar to the original design.

The amend plan proposed 16 unit buildings instead of 12 unit buildings. They are not proposing to increase the number of units. Phase two and three of this project would still include an additional 288 units. They will also include a club house, swimming pool and playground that was not in the original plan.

The developers will be extending city water and sewer to all of their buildings. They will be connecting the driveway on the west side of the project with at the beginning of the second phase of the development. This will give residents and emergency vehicles two ways to enter and exit the property.

This proposal will also improve the circulation between the first phase of the development and the second and third phases. It allows for a better parking ratio, more greenspace and less impervious surface area.

If the rezoning is approved this plat must also be approved. Any discussion on the plat should be included with discussion of the rezoning.

Alternatives

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

- 1. Approve the final plat as presented
- 2. Modify the final plat to meet the wishes of the Council
- 3. Table the issue

Recommendation

A motion was made by Haskins 2^{nd} by Miller to approve the final plat as presented.

A roll call vote was taken and the motion passed with 11 members present (Amick, Haskins, Reynolds, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Monter, Hayes) voting in favor.

Sample Motion

Approve the Final Plat for Autumn Park Third as presented.



RESOLUTION 2005-348

WHEREAS, Milan E. Timm, an unmarried individual, as owner, has caused to be laid out into lots, a tract of land of Autumn Park Second Subdivision to the City of Grand Island and a portion of the Southeast Quarter of the Northwest Quarter, all located within the Southeast Quarter of the Northwest Quarter of Section 12, Township 11 North, Range 10 West of the Sixth P.M., Hall County, Nebraska, under the name of AUTUMN PARK THIRD SUBDIVISION, and has caused a plat thereof to be acknowledged by him; 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 AUTUMN PARK 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, December 20, 2005.

RaNae Edwards, City Clerk

Approv ed as to Form ¤ _____ December 15, 2005 ¤ City Attorney



Tuesday, December 20, 2005 Council Session

Item G7

#2005-349 - Approving Intent to Annex Land Located South of Old Potash Highway and East of Engleman Road and Schedule Public Hearing

Staff Contact: Chad Nabity

Council Agenda Memo

From:	Hall County Regional Planning Department
Meeting:	December 20, 2005
Subject:	Annexation of Property Adjacent to City Limits per Owners Request
Item #'s:	G-7
Presenter(s):	Chad Nabity, AICP Hall County Regional Planning Director

Background

A request has been received to consider annexation of property located south of Old Potash Highway and east of Engleman Road. The owners of this property are anticipating development of the property and requesting that the city bring it into the corporate limits. This property is surrounded by the Grand Island Municipal limits on all sides.

Discussion

Nebraska Revised Statute §16-117 provides for the process of annexation. In following the schedule set out when this matter was referred to the Regional Planning Commission for recommendation. The second action in this process for Council is to pass a resolution stating their intent to annex, approve an annexation plan and set public hearing for comment on the annexation request before council.

Alternatives

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

- 1. Approve the resolution of intent to annex, the attached annexation plan, and set public hearings on annexation for January 24, 2006.
- 2. Choose not to approve the resolution of intent to annex, the attached annexation plan, and set public hearings on annexation for January 24, 2005.

- 3. Modify the resolution of intent to annex, the attached annexation plan, and/or the public hearing date.
- 4. Table the issue

Recommendation

City Administration recommends that the Council Approve the resolution of intent to annex, the attached annexation plan, and set public hearing on annexation for January 24, 2006.

Sample Motion

Approve the resolution of intent to annex, the attached annexation plan, and set public hearings on annexation requests for January 24, 2006.

ANNEXATION PLAN – November 2005

November 14, 2005

OVERVIEW

Section 16-117 of The Nebraska State Statute allows municipalities of the first class to annex any contiguous or adjacent lands, lots, tracts, streets, or highways that are urban or suburban in character and in such direction as may be deemed proper.

Regulations governing municipal annexation were implemented in order to develop an equitable system for adding to and increasing city boundaries as urban growth occurs. Areas of the community that are urban in nature, and are contiguous to existing boundaries, are appropriate for consideration of annexation.

Annexation of urban areas adjacent to existing city boundaries can be driven by many factors. The following are reasons annexation should be considered:

- 1. Governing urban areas with the statutorily created urban form of government, municipalities have historically been charged with meeting the needs of the expanded community.
- 2. Provide municipal services. Municipalities are created to provide the governmental services essential for sound urban development and for the protection of health, safety and well being of residents in areas that are used primarily for residential, industrial, and commercial purposes.
- 3. Ensure orderly growth pursuant to land use, building, street, sidewalk, sanitary sewer, storm sewer, water, and electrical services.
- 4. Provide more equitable taxation to existing property owners for the urban services and facilities that non-city residents in proposed annexation areas use on a regular basis such as parks, streets, public infrastructure, emergency services, retail businesses and associated support.
- 5. Ensure ability to impose and consistently enforce planning processes and policies.
- 6. Address housing standards and code compliance to positively impact quality of life for residents.
- 7. Enable residents of urban areas adjacent to city to participate in municipal issues, including elections that either do or will have an impact on their properties.
- 8. Anticipate and allocate resources for infrastructure improvements. Specifically, changes in October, 1999 to Nebraska Department of Environmental Quality Regulation Title 124 concerning on site waste water treatment systems impacts new and replacement private septic systems.
- 9. Assist in population growth to enable community to reach Community Development Block Grant entitlement status – 50,000. Entitlement communities automatically receive Community Development block grant dollars; no competitive process required.
- 10. Increase number of street or lane miles while increasing gas tax dollars received from the Nebraska Department of Roads.
- 11. Provide long term visioning abilities as it relates to growth and provision of services.

Other Factors

Annexation of adjacent properties can also be considered upon the request of the owner(s) of the property. Glenwood Hargens has requested that the City annex his property in the NW ¼ of 23-11-10. It is anticipated that this property will develop for residential purposes in the near future. The proposed developer, Copper Creek Estates LLC, has also submitted a request for annexation of this property.

A comprehensive inventory of services and facilities, relative to the types and level of services currently being provided as well as the types of level of services anticipated as a result of annexation, has been developed.

The inventory includes general information concerning:

- Existing infrastructure in affected area(s)
- Summary of expenditures to extend existing infrastructure
- Summary of operating expenditures associated with increased services
- Emergency services

The service plan incorporates detailed elements of the inventory. The inventory and resulting service plan should be the basis for discussions concerning each specific area identified for potential annexation. It should be noted that the capital improvements to existing infrastructure and extending services will take place over a period of time in order to ensure adequate time for planning, designing, funding and constructing such a sizable number of projects while protecting the financial integrity of the City's enterprise funds. The service plan provides for extending the trunk water and sanitary sewer lines to the annexed area. Individual property owners will be responsible for the cost of extending services through neighborhoods and for connecting their properties to the public systems.



General Description of the Property

This property is the located in the western part of the community. It is south of Old Potash Highway and west of Engleman Road. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. The property is currently being farmed. There are no structures on the property. The proximity to the existing city limits and municipal infrastructure makes this property suburban in character and ready for development.

INVENTORY OF SERVICES

1. <u>Police Protection.</u> The City of Grand Island Police Department will provide protection and law enforcement services in the annexation area. These services include:

- Normal patrols and responses
- Handling of complaints and incident reports
- Investigation of crimes
- Standard speed and traffic enforcement
- Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression

These services are provided, on a city-wide basis, by over 89.75 employees. The Police Department is staffed at a rate of 1.72 officers per one thousand population. No additional officers will be necessary to maintain this ratio if all proposed area is annexed.

2. <u>Fire Protection.</u> The City of Grand Island Fire Department will provide emergency and fire prevention services in the annexation area. These services include:

- Fire suppression and rescue
- Hazardous materials incident response
- Periodic inspections of commercial properties
- Public safety education

These services are provided, on a city-wide basis, by 69 employees operating from four fire stations. The nearest fire station is Station #4 located on State Street east of North Road.

3. <u>Emergency Medical Services.</u> The City of Grand Island is the current provider of local emergency medical services in the city and will provide this service in the annexed area.

- Emergency medical and ambulance services
- Emergency dispatch (provided by the City/County Emergency Management Department)

The City of Grand Island Fire Department provides these services, on a city-wide basis. Fire personnel are emergency medical technicians and 27 are certified paramedics. 4. <u>Wastewater (Sanitary Sewer)</u>. The City of Grand Island will provide sanitary sewer services in the area through existing sewer lines. No city costs would be anticipated. The developers are proposing to extend the sewer line along the south side of Old Potash Highway from North Road.

5. <u>Maintenance of Roads and Streets</u>. The City of Grand Island, Public Works Department, will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal
- Emergency pavement repair
- Preventative street maintenance
- Asphalt resurfacing
- Ditch and drainage maintenance
- Sign and signal maintenance
- Asphalt resurfacing

Portions of Old Potash Highway are already maintained by the City of Grand Island

6. <u>Electric Utilities.</u> This Annexation area is currently provided electrical services by the City of Grand Island. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services
- Street lights

7. <u>Water Utilities.</u> The City of Grand Island, Utilities Department, currently maintains the water utilities services for the proposed annexation area.

8. <u>Maintenance of Parks, Playgrounds, and Swimming Pools</u> No impact is anticipated as a result of annexation. Recreation facilities and area amenities, including parks and pools, that are privately owned and operated, or operated and maintained by another governmental entity, will be unaffected by the annexation.

9. <u>Building Regulations.</u> The City of Grand Island, Building Department, will oversee services associated with building regulations, including:

- Commercial Building Plan Review
- Residential Building Plan Review
- Building Permit Inspections and Issuance
- Investigation of complaints relative to Minimum Housing Standards
- Regulation of Manufactured Home Parks
- Investigation of Illegal Business Complaints
- Investigation and Enforcement of Zoning Violations

10. <u>Code Compliance.</u> The City of Grand Island's Legal Department and Code Compliance division will continue to provide the following services associated with enforcing compliance with the City Code:

- Enforcement Proceedings for Liquor and Food Establishment Violations
- Investigation and Enforcement of Complaints Regarding Junked Vehicles and Vehicle Parts, Garbage, Refuse and Litter
- Investigation of Enforcement of Complaints Regarding Weed and Animal Violations Providing Enforcement Support to Other Departments for City Code and Regulatory Violations

Summary of Impacts			
Police Protection	No Impact		
Fire Protection	No Impact		
Emergency Medical Services	No Impact		
Wastewater	Available		
Roads and Streets	No Impact		
Electric Service	Already in GI Service Area		
Water Service	Available		
Parks, Playgrounds and Swimming Pools	No Impact		
Building Regulations	Already Subject to GI Regulations		
Code Compliance	Already Subject to GI Regulations		
Other	No Impact		
School District	In Cedar Hollow/Northwest School District		

11. <u>Other City Services.</u> All other City Departments with jurisdiction in the area will provide services according to city policies and procedures.

Financial Impacts of Capital Avenue Properties Annexation

Financial Impact	Before Annex	After Annex
Property Valuation City sales tax now applicable	\$235,839 none	\$235,839 1.5%
Assume \$235,839Value		
2004 City property taxes	0	0.250001/\$589.60.
Community Redevelopment Authority	0	0.024287/\$57.28
Rural fire services	0.06034/\$142.31	0/\$0
Fire Bond	0.014679/\$34.62	0.014679/\$34.62*
Cedar Hollow to GIPS	1.120223/\$2641.92	1.075781/\$2537.11
CH Bond	0.076716/\$180.93	0.076716/\$180.93*
NW Bond	0.067911/\$160.16	0.067911/\$160.16*

Hall County, ESU, Community College, NRD and other levies will not change.

Total property tax levy

1.880403/\$4434.72 2.041857/\$4834.48

Depending on development these properties will connect to city water and sewer services and generate revenue for those enterprise funds based on the rate structure and usage.

*previously approved bonds will remain with property until paid off



RESOLUTION 2005-349

WHEREAS, the City of Grand Island, in accordance with Neb. Rev. Stat. §16-117, et seq., is considering the annexation of the land and a plan for extending city services to the adjacent and contiguous land which are urban or suburban in character and legally described as follows and containing approximately 149.6 acres, as shown on Exhibit A attached hereto and incorporated herein by this reference:

A tract of land comprising the Northwest Quarter (NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6^{h} P.M. in Hall County, Nebraska; excepting therefrom:

- 1. All of M and M Subdivision, located in part of the Northwest Quarter of the Northwest Quarter (NW1/4, NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in Hall County, Nebraska.
- 2. All of Meyer's Subdivision, located in part of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in Hall County, Nebraska.
- 3. The easterly Thirty Five (35.0) feet of the East Half of the East Half of the Northwest Quarter (E1/2, E1/2, NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in Hall County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a plan outlining the city services available to the above-described land and showing or including: (a) the estimated cost impact of providing the services to such land, (b) the method by which the city is financing the extension of services to the land and how services already provided will be maintained, (c) maps drawn to scale clearly delineating the land proposed for annexation, (d) maps showing the current boundaries of the city, (e) maps showing the proposed boundaries of the City after the annexation, and (f) maps showing the general land-use pattern in the land proposed for annexation is hereby adopted and approved and shall be available for inspection during regular business hours in the office of the City Clerk.

BE IT FURTHER RESOLVED, that a public hearing before the Mayor and City Council on the proposed annexation shall be held at 7:00 p.m. on January 24, 2006, or as soon thereafter as the matter may be heard, in the Council Chambers at City Hall, 100 East First Street, Grand Island, Nebraska, to receive testimony from interested persons.

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized and directed to publish in the *Grand Island Independent* at least once, not less than ten days preceding the date of the public hearing, a copy of this Resolution and a map drawn to scale delineating the land proposed for annexation.

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized and directed to send by first-class mail, a copy of the resolution providing for the public hearing to the school boards of the school districts including the lands proposed for annexation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2005.

RaNae Edwards, City Clerk



Tuesday, December 20, 2005 Council Session

Item G8

#2005-350 - Approving Acquisition of Utility Easement - 1932 Aspen Circle - Northstar Plaza, LLC

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

Staff Contact: Gary R. Mader

RESOLUTION 2005-350

WHEREAS, a public utility easement is required by the City of Grand Island, from Northstar Plaza, LLC, a Nebraska limited liability company, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on December 20, 2005, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of Lot One (1) Kaaar Subdivision in the city of Grand Island, Hall County, Nebraska, the centerline of the twenty (20.0) foot wide easement and right-of-way being more particularly described as follows:

Commencing at the southwest corner of Lot One (1) Kaaar Subdivision; thence easterly along the southerly line of said Lot One (1), a distance of sixty four (64.0) feet to the ACTUAL point of beginning; thence northerly parallel with the westerly line of said Lot One (1), a distance of seventy five (75.0) feet.

The above-described easement and right-of-way containing 0.034 acres, more or less, as shown on the plat dated November 28, 2005, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 15, 2005 ¤ City Attorney


City of Grand Island

Tuesday, December 20, 2005 Council Session

Item G9

#2005-351 - Approving Bid Award - 700 Horsepower Motor Repair - Platte Generating Station, Utilities Department

Staff Contact: Gary R. Mader; DaleShotkoski

Council Agenda Memo

From:	Gary R. Mader, Utilities Director Dale Shotkoski, Asst. City Attorney/Purchasing
Meeting:	December 20, 2005
Subject:	700 Horsepower Motor Repair
Item #'s:	G-9
Presenter(s):	Gary R. Mader, Utilities Director

Background

The Platte Generating Station has two circulating water pumps that pump cooling water between the cooling tower and the main condenser. The use of one pump is required to operate the plant during the cold weather months and both pumps are required for operation during warmer weather, generally April to October. One of the circulating water pump motors recently failed. The 700 HP motor was disassembled and inspected, and a repair specification was prepared. The specification requires that the bidders provide a price to rewind the motor, which is a normal motor repair, and then provide price quotes if more extensive repairs are required.

Discussion

The specifications for the 700 HP Motor Repair were issued for bid and responses were received from the following bidders. The Engineer's estimate for this project was \$75,000.00.

Bidder	Bid Price
General Electric Co Fenton, MO	\$82,048.00
Hupp Electric Motors – Cedar Rapid, IA	\$66,894.54
Rocky Mountain Electric Motors – Grand Junction, CO	\$36,065.18
Wood Group Generator & Motor Services – Farmington, NM	\$85,328.00

Rocky Mountain Electric Motors took exception to the specification requirement to furnish new steel laminations in the motor core. They propose to reuse the old laminations by cleaning and recoating them. This does not meet the specification, therefore, Rocky Mountain was eliminated from consideration as non-compliant. Hupp Electric did not include sales tax in their bid. Sales tax of \$3,679.20 was added to their bid for a total price of \$70,573.74.

Of the remaining compliant bidders, Hupp Electric Motors provided the lowest price. Hupp also offered a three-year warranty, which is the best warranty of the three bidders. The plant staff recommends that the award be made to Hupp Electric.

Alternatives

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

- 1. Move to approve bid award to Hupp Electric Motors for the 700 HP Motor Repair.
- 2. Refer the issue to a Committee.
- 3. Postpone the issue to future date.
- 4. Take no action on the issue presented in this motion.

Recommendation

City Administration recommends that the Council award the bid to Hupp Electric Motors from Cedar Rapids, Iowa, as the low responsive bidder, at an adjusted bid price of \$70,573.74.

Sample Motion

Motion to approve award of 700 HP Motor Repair to Hupp Electric Motors in the amount of \$70,573.74.

Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE:	December 13, 2005 at 11:00 a.m.
FOR:	700 HP Motor Repair
DEPARTMENT:	Utilities
ESTIMATE:	\$75,000.00
FUND/ACCOUNT:	E520
PUBLICATION DATE:	December 3, 2005
DEPARTMENT: ESTIMATE: FUND/ACCOUNT:	Utilities \$75,000.00 E520

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	Rocky Mountain Electric Motors, In	nc. Woods Group Generator Service
	Grand Junction, CO	Farmington, NM
Bid Security:	\$1,550.00	\$5,000.00
Exceptions:	Noted	Noted
Base Bid Price:	\$22,181.38	\$27,671.00
Options:		
#1	\$11,077.50	\$46,484.00
#2	\$ 590.80	\$ 1,899.00
#3	<u>\$ 2,215.50u</u>	<u>\$ 9,274.00</u>
Total	\$36,065.18	\$85,328.00
Bidder:	GE Energy Services	Hupp Electric Motors
	Fenton, MO	Cedar Rapids, IA
Bid Security:	Safeco Insurance Co.	3,345.00
Exceptions:	Noted	None
Base Bid Price: Options:	\$37,901.00	\$21,714.54
#1	\$27,289.00	\$42,250.00
#2	\$ 2,526.00	\$ 500.00

#3	
Total:	

cc: Gary Mader, Utilities Director Karen Nagel, Utilities Secretary Gary Greer, City Administrator Laura Berthelsen, Legal Assistant <u>\$ 2,430.00</u> \$66,894.54

Bob Smith, Assist. Utilities Director Pat Gericke, Admin. Asst. Utilities Dale Shotkoski, Purchasing Agent

P1044

RESOLUTION 2005-351

WHEREAS, the City of Grand Island invited sealed bids for 700 HP Motor Repair, according to specifications on file at the Platte Generating Station; and

WHEREAS, on November 13, 2005, bids were received, opened and reviewed; and

WHEREAS, Hupp Electric Motors of Cedar Rapids, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the adjusted amount of \$70,573.74; and

WHEREAS, such bid is below the estimate for such work.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hupp Electric Motors of Cedar Rapids, Iowa, in the adjusted amount of \$70,573.74 for the repair of a 700 HP motor is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 15, 2005 ¤ City Attorney



City of Grand Island

Tuesday, December 20, 2005 Council Session

Item G10

#2005-352 - Approving Engineering Services Contracts - Utilities Department

Staff Contact: Gary R. Mader; DaleShotkoski

Council Agenda Memo

From:	Gary R. Mader, Utilities Director Dale Shotkoski, Asst. City Attorney/Purchasing
Meeting:	December 20, 2005
Subject:	Engineering Services Agreements – Utilities Department
Item #'s:	G-10
Presenter(s):	Gary R. Mader, Utilities Director

Background

The Utilities Department utilizes the services of engineering firms for a variety of projects related to the electric and water utilities. For major projects (like the combustion turbines, transmission line reconstruction, water twenty year study, etc.) the Department utilizes the Request for Proposals provisions as included in the City Purchasing Code.

However, the Utilities Department also utilizes engineering services for much smaller projects. These small projects are done in accordance with the Purchase Order and Price Quotes provisions of the Purchasing Code.

The types of small projects for which engineering services may be used include;

- ✓ High Pressure Pipe Supports the main steam lines at PGS operate at 1000° Fahrenheit and 1800 psi. Because of the thermal expansion issues, the support systems for these lines require specialty engineering and design. Recently, one of the pipe supports on the main steam line failed. After 25 years of plant operation, this critical system was evaluated.
- ✓ Superheater Engineering Evaluation the superheater is a boiler component that sees the most severe operating conditions. It is not unusual for these components to be replaced during the operating life of a power plant boiler. Engineering analysis can indicate the present condition of the superheater and project remaining life, allowing scheduling of this major component replacement if/when necessary.

Other small projects for which engineering services may be required include feedwater heater performance, and water reservoir pump performance. This approach of soliciting price quotes for smaller project engineering services has worked satisfactorily until recently. The Department is finding that engineering firms are increasingly reluctant to provide even small project quotes for services without a contract. In discussing this issue with the Legal Department, this is an overall trend in business; where less and less work is done without a document to define the basic obligations and limits of liability of the parties. Two of the firms with which the Department has worked over the years have requested the execution of a service agreement. Others will likely follow in the future.

Discussion

In order to maintain the ready access to engineering assistance for small projects, a standard contract for that service can be put in place with firms with whom the Department has worked satisfactorily in the past. Proposed agreements with the firms of Sargent and Lundy (the engineering firm for the Combustion Turbine project) and Black and Veatch (power plant controls replacement) are attached. The Legal Department has reviewed the proposed service agreements.

Alternatives

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

- 1. Move to approve the Engineering Service Agreements from Black & Veatch and Sargent & Lundy.
- 2. Refer the issue to a Committee.
- 3. Postpone the issue to future date.
- 4. Take no action on the issue presented in this motion.

Recommendation

City Administration recommends that the Council approve the Engineering Services Agreements for the Utilities Department with Black & Veatch of Kansas City, Missouri and Sargent & Lundy of Chicago, Illinois. The Purchase Order and Price Quote provisions of the City Purchasing Code will continue to be used to set costs and obtain competitive pricing for smaller engineering service needs.

Sample Motion

Motion to approve the Engineering Services Agreements for the Utilities Department with Black & Veatch of Kansas City, Missouri and Sargent & Lundy of Chicago, Illinois.

Sargent & Lundy

Service Agreement SA-2229 September 20, 2005

RaNae Edwards, City Clerk City of Grand Island City Hall 100 E. First Street P. 0. Box 1968 Grand Island, Nebraska 68802-1968

Dear City Clerk:

Sargent & Lundy, L.L.C. (an Illinois limited liability company, hereinafter "S&L"), is pleased to present the following as the basis for providing consulting, engineering and construction management services as required by you from time to time for all study and report activities, backfit and plant betterment projects or minor design projects of undefined or indefinite scope. Separate agreements will be prepared to cover authorization of any major design project.

1. SCOPE OF SERVICES

The scope of our services shall include conceptual engineering, environmental permitting, Performa analysis, specification preparation and bid evaluation, design of piping, construction management, associated services and other engineering services as requested, including the assignment of personnel in the field. Any resulting authorization given by you shall reference this Agreement and the terms and conditions stated herein shall be applicable.

This Agreement does not establish any commitment or obligation on the part of City of Grand Island to procure or S&L to provide such services.

II. COMPENSATION FOR SERVICES

Compensation for services will be determined, billed and paid as follows:

A. Time of personnel - at the Fixed Hourly Rates by Category in effect at the time the services are rendered for the number of hours devoted to the project.

Rates effective for the calendar 2005 are attached hereto as Exhibit 1. If S&L's services extend beyond December 31, 2005, we shall provide you with rates effective for the subsequent calendar year(s) prior to their January 1 effective date.

Included in the rates are salary and wage-related expenses such as sick and personal leave; vacation and holiday pay; home office overtime premium; health and retirement benefits; group life and Workers' Compensation Insurance premiums; and federal, state and local payroll taxes imposed on employers such as FICA, excise, and unemployment office overhead expenses such as rent, light, and salaries and wages of certain personnel while engaged in the internal administration of S&L, and profit.

SA-2229 September 20, 2005 Page 2

- B. Computer and reprographic services as specified on Exhibit 1.
- C. Traveling expenses, including transportation, room, board, and other similar expenses at actual cost.
- D. Services of outside consultants approved by you at actual cost plus Ten Percent (10%) for handling. If such consultants are retained and paid directly by you, we will, if requested, administer the contracts and the handling charge will not apply.

Invoices will be submitted monthly as the work progresses or in accordance with a mutually agreed payment schedule, as appropriate. Payment shall be due within forty-five (45) days of receipt of an approved invoice. In the event of a dispute regarding any invoice, the undisputed amounts will be paid and we will be notified of the amounts in dispute and the basis of the dispute within such forty-five-(45) day period.

We shall have the right, at our sole option, to suspend or terminate the work, either in whole or in part, in the event that any undisputed amounts are not paid within forty-five (45) days of receipt of an invoice. Further, you shall waive any claim against S&L and agree to indemnify, defend and hold S&L harmless from and against any claims arising from such suspension or termination. Additionally, a finance charge shall be assessed on the unpaid balance for each day of a month that any undisputed amount remains unpaid beyond forty-five (45) days, using the prime rate for the last day of the prior month as reported in the Wall Street Journal, plus 5%. For example, if the published rate is 7%, the daily interest rate used for the following month will be (7% + 5%)/360 = 0.0333%.

III. GENERAL TERMS AND CONDITIONS

- A. We shall render engineering services in accordance with generally accepted engineering practices using current recognized engineering principles and practices.
- B. We will not direct or employ any construction labor and are not to be considered as a general contractor, but rather as your representative on site with only the authority to act in your behalf in matters relating to construction management. In no event shall we be responsible for construction means, methods, techniques, sequences, or procedures.
- C. We will not be responsible for or have control or charge over the acts or omissions of the construction contractors, nor shall our presence on site in any way be interpreted as having the authority to provide instruction to the contractor or to stop work by the construction contractor for any reason.
- D. Job safety is a contractual responsibility of the individual construction contractors and our representation on site will in no way diminish or eliminate that responsibility. Should we observe actual or potential safety hazards during our regular inspection of the work, we shall advise your safety a dministrator. Our failure to note such hazards shall not act to transfer safety responsibility from the construction contractors. It is understood that the project's safety program and first aid facilities will be developed and administered by others. We shall not be responsible for administration of any safety precautions or

SA-2229 September 20, 2005 Page 3

programs in connection with the work.

- E. In the event that we, or any affiliate, employee, agent, subcontractor or supplier, furnish any advice or assistance which is not required pursuant to this Agreement, other than advice or assistance given concerning matters within the scope of this Agreement, the furnishing of such advice or assistance will not subject us to any liability whether in contract, guarantee, indemnity, warranty, tort, including negligence, strict liability or otherwise.
- F. Neither you nor we shall be liable for any fault or delay caused by any contingency beyond our control such as wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- G. We shall prepare cost estimates and project time schedules as accurately as possible based on current quotations and experience. It is understood, however, that such estimates and schedules are furnished as a guide only and do not constitute guarantees.
- H. Notwithstanding any other provisions of this Contract, the Engineer's liability for all claims of any kind, including those based in whole or in part upon negligence, for any loss or demand arising out of, connected with, or resulting from this Contract, or from the performance or breach thereof, or the use or repair of any part of the project or any services or work provided in this Contract, shall in no case exceed the Engineer's compensation for the services that are associated with such claim. Engineer's aggregate limitation of liability for any and all claims under this Contract shall not exceed \$1,000,000. The Engineer will maintain the following liability coverage effective on the date of this Contract and will maintain such insurance through the term of Contract:
 - a) Commercial General Liability \$1.000,000
 - b) Professional Liability \$1,000,000
 - c) Automobile Liability \$1,000,000

each per claim and annual aggregate.

The Engineer shall furnish satisfactory evidence to the Owner that such insurance is in effect.

Owner and Engineer agree that during the course of the project execution, revisions by the Engineer are normal and are not subject to claims by Owner.

In no event, whether as a result of breach of contract, negligence or otherwise, and whether arising before, during or after completion of the Project shall the Engineer be liable for damages used by reason of the unavailability of any services or work to be performed under this Contract or shutdown or service interruptions of the project (including loss of anticipated profit, loss of use or revenue, inventory or use charges, cost of purchased or replacement power, cost of capital, claims of customers, or inability to fulfill contracts with other parties), or for any other special, incidental, consequential, or indirect damages of any nature, nor shall the Engineer be liable for damages or losses which the Owner may suffer, or incur as a result of claims, suits or other proceedings made or instituted against the Owner by third parties, whether public or private in nature.

SA-2229 September 20, 2005 Page 4

The provisions of the preceding two paragraphs above shall apply to the full extent permitted by law and regardless of fault.

I. City of Grand Island shall see that all field contractors have general liability insurance for the project and name the City of Grand Island and S&L as additional insured.

This Agreement may be terminated for the convenience of either party at any time by providing thirty (30) days prior written notice.

If you find these terms acceptable, please signify your acceptance by signing one of the enclosed originals and returning it to us for our files.

Should you issue a confirming purchase order, which may contain certain standard terms and conditions in conflict with those contained herein, it is understood that this Agreement shall govern.

Yours very truly,

BY

Robert E. Barnowski Commercial Manager (312) 269-3899

ACCEPTED (DATE)

14

CITY OF GRAND ISLAND

ΒY	

Title:

Dir:dir SA-2229 092005.doc Service Agreement SA-2229 12/02/05 Exhibit 1

<u>CITY of GRAND ISLAND</u> <u>FOSSIL POWER TECHNOLOGY</u> HOURLY BILLING RATES BY CLASSIFICATION EFFECTIVE FOR THE CALENDAR YEAR 2006

Billing	2006 Billing
Classification	Rate
Principal	162.00
Manager	121.00
Project Associate	109.00
Senior Associate	98.00
Associate II	78.00
Associate I	69.00
Senior Designer	86.00
Designer	66.00
Drafter	55.00
Administrative II	60.00
Administrative I	46.00

Notes:

- Home Office Computer and reprographics usage charges as well as miscellaneous charges, such as telephone, special mailings, office space, general overhead, etc. will be billed at \$5.00 per man-hour.
- (2) Travel charges will be billed at actual cost.
- (3) Billing rates are considered to be proprietary to Sargent & Lundy, L. L. C. Please treat them as confidential.
- (4) Expert consultants are available upon request.
- (5) Personnel assigned to the site for more than four consecutive weeks will require a Per Diem of \$ 2400 per month in addition to the above rates. These costs include a trip home every month. This cost includes the use of a computer, but all other field office costs, such as cell phones, etc. will be billed to the City at cost.
- (6) Billing Classifications include one or more S&L position categories that are typically grouped under a classification on the basis of similarities in position function, experience factors, and/or wage levels. Acceptance of this schedule includes the rates shown, the period of time for which they are effective, and the combination of individual position categories that comprise each classification.

Agreement for General Engineering Services

Between

The City of Grand Island

And

Black & Veatch

November 2005

Contents

- Article 1 Effective Date
- Article 2 Governing Law
- Article 3 Services to be performed by Engineer
- Article 4 Compensation
- Article 5 Owner's Responsibilities
- Article 6- Changes
- Article 7 Standard of Care
- Article 8 Liability and indemnification
- Article 9 Insurance
- Article 10 Limitation of Responsibility
- Article 11 Opinions of Cost and Schedule
- Article 12 Reuse of Documents
- Article 13 Termination
- Article 14 Delay in performance
- Article 15 Communications
- Article 16 Waiver
- Article 17 Severability
- Article 18 Integration
- Article 19 Successors and Assigns
- Article 20 Assignment
- Article 21 Third Party Rights
- Article 22- Limitations

Agreement For General Engineering Services

THIS AGREEMENT, between THE CITY OF GRAND ISLAND (Owner) and BLACK & VEATCH CORPORATION (Engineer);

Witnesseth:

WHEREAS, Owner intends to make modifications to their existing power stations (the Project); and,

WHEREAS, Owner requires certain engineering services in connection with the Project (the Services); and,

WHEREAS, Engineer is prepared to provide the Services:

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

Article 1 – Effective Date

The effective date of this Agreement shall be November 4, 2005.

Article 2 – Governing Law

This Agreement shall be governed by the laws of the State of Nebraska.

Article 3 – Services to be performed by Engineer

Engineer shall perform the Services described in Exhibit A, Scope of Services.

Article 4 – Compensation

Owner shall pay Engineer in accordance with Exhibit A, Compensation. The Schedule of Labor Rates included in Exhibit A shall be reviewed annually.

Article 5 – Owner's Responsibilities

Owner shall issue a Purchase Order for the Services described in Exhibit A that contains the following paragraph:

The work will be performed per Agreement for General Engineering Services dated November, 4 2005 and Exhibit A CGI-____, dated _____.

Owner shall be responsible for all matters as mutually agreed during project meetings. It is further agreed between the Parties that nothing contained in an individual Purchase Order shall modify or supersede the terms and conditions contained herein,

Article 6- Changes

It is the desire of the parties to keep changes in the scope of Services at a minimum. The parties recognize, however, that such changes may become necessary and agree that they shall be handled in accordance with this Article. Owner may initiate a change by advising Engineer in writing of the change believed to be necessary. As soon thereafter as practicable, Engineer shall prepare and forward to Owner a cost estimate of the change that shall include the adjustment to Engineer's compensation, schedule of payments, project schedule, and completion date applicable thereto. Engineer shall be reimbursed for the costs incurred to prepare such estimate. Owner shall advise Engineer in writing of its approval or disapproval of the change. If Owner approves the change, Engineer shall perform the Services as changed. Engineer may initiate changes by advising Owner in writing that in Engineer's opinion a change is necessary. If Owner agrees, it shall advise Engineer and, thereafter, the change shall be handled as if initiated by Owner.

Article 7 – Standard of Care

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

If, during the one year period following completion of the Services under the applicable Request for Services, it is shown there is an error in the Services caused solely by Engineer's failure to meet such standards and Owner has notified Engineer in writing of any such error within that Period, Engineer shall re-perform, at no additional cost to Owner, such Services within the original Scope of Services as may be necessary to remedy such error.

Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

The obligations and representations contained in this Article 7 are Engineer's sole warranty and guarantee obligations and Owner's exclusive remedy in respect of quality of the Services. Owner's failure to (a) properly operate and maintain the Facilities or (b) allow Engineer to promptly make such tests and perform such remedial services as Engineer may deem appropriate, shall relieve Engineer of its guarantee relative to such improper operation and maintenance or the subject of such tests or service.

EXCEPT AS PROVIDED IN THIS ARTICLE, ENGINEER MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO ENGINEER'S SERVICES AND ENGINEER DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Article 8 – Liability and Indemnification

8.1 General

Having considered the potential liabilities that may exist during their performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

8.2 Indemnification

Engineer and Owner each agrees to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses for bodily injury, death, or third party property damage to the extent caused by the indemnifying party's negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, such liability shall be borne by each party in proportion to its own negligence.

8.3 Consequential Damages

To the fullest extent permitted by law, Engineer shall not be liable to Owner for any loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or for any special, incidental, indirect or consequential damages resulting in any way from the performance of the Services.

8.4 Survival

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

8.5 Total Liability

The total cumulative liability of Engineer and any of Engineer's related companies to Owner for all claims, losses, damages, and expenses resulting in any way from the performance of this Agreement shall not be greater than three times the value of the compensation received by Engineer for each individual Purchase Order up to the sum of one million dollars (\$1,000,000) per occurrence and the actual value thereafter.

Article 9 - Insurance

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, with limits of \$1,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. All Project contractors shall be required to include Owner and Engineer as additional insureds on their General Liability insurance policies.

As between Engineer and Owner, Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress) however such loss or damage shall occur, including the fault or negligence of Engineer. Owner agrees to maintain appropriate property insurance and shall require its insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry. If Owner purchases, or causes a construction contractor to purchase, a builders-all risk or other property insurance policy for a project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Article 10 – Limitations of Responsibility

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

Article 11 – Opinions of Cost and Schedule

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

Article 12 – Reuse of Documents

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Article 13 – Termination

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

Upon any such termination, Engineer shall be compensated for all costs incurred and compensation earned for Services then performed in accordance with the provisions of the applicable Purchase Order for Services.

Article 14 – Delay in Performance

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, terrorism, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party

describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

Article 15 – Communications

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer:	Black & Veatch P.O. Box 8405 Kansas City, Missouri 64114 Attn: Gary D. Morrow Vice President
Owner:	City of Grand Island Nebraska 110 East 1 st Street P.O. Box 1968 Grand Island, Nebraska 68801 Attn: Gary R. Mader Utilities Director

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

Article 16 – Waiver

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Article 17 – Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18 – Integration

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 19 – Successors and Assigns

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

Article 20 – Assignment

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

Article 21 – Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

Article 22- Limitations

The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding the breach of contract, tort including negligence, strict liability or other theory of legal liability of the party released or whose liability is limited.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

CITY OF GRAND ISLAND

BLACK & VEATCH

By _____ Gary D. Morrow, Vice President

By _____ Mayor Jay Vavricek

Date _____

Date _____

CGI-____

GENERAL ENGINEERING SERVICES AGREEMENT

Between

City of Grand Island

And

Black & Veatch Corporation

Pursuant to the terms and conditions of the General Engineering Services Agreement executed and made effective as of the 4th day of November, 2005, by and between City of Grand Island ("Client") and Black & Veatch Corporation ("Engineer"), Client hereby requests, and Engineer agrees to perform the following Services for the compensation indicated below:

A. Services:

B. Schedule:

C. <u>Compensation</u>: Compensation shall be on a time-and-material basis, with an estimated engineering cost not to exceed \$_____. Expenses for travel and living costs will be billed at actual cost plus 5%. Charges for all other expenses, including computer expenses, will be at \$6 per hour. The Schedule of Labor Rates is attached:

D. <u>Monthly Billing</u>: Commencing on or about the first day of the calendar month following execution of this Agreement, and monthly thereafter, Engineer shall furnish Client with an invoice covering the Services performed during the previous month and any interest due under this Agreement. Invoices shall be due upon receipt.

E. <u>Method of Payment</u>. Payments to be made to Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

F. <u>Disputes</u>: In the event Client disputes any invoice item, Client shall give Engineer written notice of such disputed item within ten days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of eighteen percent per annum, or the maximum amount allowed by law if eighteen percent is a violation of the law, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due. In the event Engineer refers this Agreement to a third party for collection or enforcement of its terms, Engineer shall be entitled to reimbursement for all costs and expenses incurred, including a reasonable attorneys' fee. In the event that Client has an unpaid invoice over 50 days past due, Engineer may, in addition to all other remedies available at law and equity, terminate this Request for Services.

This Request for Services and the above-referenced Agreement constitute the complete understanding of the parties with respect to the Services specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by Client with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, the parties have executed this Request for Services on the date(s) indicated below.

Client	Engineer
Ву:	Ву:
Title:	Title:
Date:	Date:

BLACK & VEATCH ENERGY SERVICES DIVISION SCHEDULE OF LABOR RATES (Through December, 2006) B&V

Salary Plan		B&V Hourly Rate
Title	Grade	(\$/Hour)
OFF Office Services	04*	37.29
Word processing, document control, clerical	05*	38.02
accounting services, and related group	06*	42.70
supervisors.	07*	52.02
	08*	55.73
ADS Administrative Support	01*	29.74
Office support including clerical and secretarial.	02*	34.88
	03*	42.91
	04*	54.43
	05*	66.55
GRP Graphics	05*	52.19
Illustrating functions for graphic presentations.	06*	79.61
	09	111.19
TEC Technical Support	04*	55.95
Technical functions which support engineering	05*	65.98
and other project efforts.	06*	60.76
	08	108.73
SPC Specialized Staff	01	47.97
Legal, scientific, economic, and related services	02	55.16
for project assignments. Includes scientists,	03	66.60
geologists, environmentalists, oceanographers,	04	73.25
lawyers, economists, etc.	05	96.10
	06	114.92
	07	120.38
	08	140.58
	09	171.49
ARC Architecture	01	53.51
Architectural design, analysis, and management	02	54.73
of the architectural function.	04	73.44
	05	92.37
	06	97.99
	07	125.09
ENG Engineering	01	68.71
Engineering design, analysis, and management.	02	73.20
Includes departmental and project assignments	03	82.34
including engineering department management.	04	94.10
	05	111.54
	06	127.12
	07	145.31
	08	167.46
	09	165.27
	97	38.53

BLACK & VEATCH				
	ENERGY SERVICES DIVISION			
	F LABOR RATES			
	ecember, 2006)			
ADM Administrative/Business	01*	36.53		
Administrative business functions for the firm,	02*	46.24		
including personnel, public relations,	03	60.60		
publications, purchasing, and other functions.	04	71.79		
	05	87.45		
	06	94.69		
	07	135.44		
	08	179.60		
	09	196.88		
FIN Finance	02*	46.48		
Project accounting, financial reporting, planning &	03*	56.65		
analysis, accounting operations, and tax	04	70.33		
	05	89.58		
	06	101.94		
	07	120.36		
	08	175.52		
CST - Consulting	01*	22.92		
Provide advisory services to clients regarding	02*	29.68		
operational and administrative functions	03	39.50		
	04	50.54		
	05	65.03		
	06	81.52		
	07	96.05		
CNS Construction Services	03	84.50		
Construction service functions, including	04	94.86		
construction management, construction support,	05	106.78		
resident engineering, and project review.	06	118.35		
	07	127.03		
	08	141.74		
	09	155.51		
	10	163.81		
	11	182.33		
	12	203.29		
ITS Information Science	01	49.10		
Information science functions including systems	02	52.54		
and software analysis, and	03	68.52		
network/communications consulting.	04	86.28		
	05	105.78		
	06	123.33		
	07	128.30		
	08	151.21		
	09	199.85		
	10	232.00		
INT Information Technology	04*	53.49		
Information technology functions including		0.00		
systems support, programming, microcomputer		0.00		
configurations, and applications support.		0.00		

PLACK		
	& VEATCH RVICES DIVISION	
SCHEDULE OF LABOR RATES		
(Through December, 2006)		
PJC Project Controls	01*	58.73
Professionals who track the cost associated with	02*	65.63
a project and perform planning and scheduling	03	77.58
functions related to projects.	04	91.53
	05	107.57
	06	128.82
	07	143.56
	08	158.32
EST Estimating	03	75.44
Professionals who assess the cost related to	04	85.96
projects to assist with the preparation of	05	99.07
proposals.	06	129.22
	07	141.55
PCR Procurement	01*	62.35
Professionals who secure and administer the	02	62.46
purchase of goods, commodities, and services.	03	71.30
	04	79.17
	05	90.96
	06	115.68
	07	138.28
	08	150.34
ENT Engineering Technician	01*	47.62
Technical designers and drafters.	02*	49.32
	03*	52.81
	04*	58.43
	05*	66.00
	06*	78.74
	07 *	96.88
	08	112.46
	09	127.85
	10	138.63
CMG Executive	10	192.17
Executive Project Managers.	20	214.35
	30	271.72
	40	303.77
PMT Project Management	11	141.28
	12	155.89
	13	172.65
	14	203.26
	15	244.71

* Non-exempt. ** Selected positions are non-exempt.

Rates are subject to annual adjustment.

RESOLUTION 2005-352

WHEREAS, the City of Grand Island utilizes engineering services for many smaller projects which can be completed in accordance with the purchase order and price quotes provisions of the purchasing regulations within the city code; and

WHEREAS, it has become more prevalent that engineering firms require a contract to proceed with engineering services work despite the size of the project; and

WHEREAS, it has been suggested that a general contract with such engineering firms be approved authorizing the terms of work to be done for various projects, which also allows City staff to comply with the purchase order and price quote provisions of the purchasing regulations; and

WHEREAS, it is recommended that Engineering Services Agreements be entered into with Black & Veatch of Kansas City, Missouri and with Sargent & Lundy of Chicago, Illinois to facilitate the projects while still complying with the city code to obtain competitive pricing for the smaller engineering service needs; and

WHEREAS, the proposed Engineering Services Agreements to perform engineering services work have been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Engineering Services Agreements with Black & Veatch of Kansas City, Missouri, and with Sargent & Lundy of Chicago, Illinois for engineering consulting work on various city utility projects is hereby approved.

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, December 20, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 15, 2005 ¤ City Attorney



City of Grand Island

Tuesday, December 20, 2005 Council Session

Item G11

#2005-353 - Approving Engineering Services for Riverway Hike/Bike Trail

Staff Contact: Steve Paustian

Council Agenda Memo

From:	Steve Paustian, Park and Recreation Director	
Meeting:	December 20, 2005	
Subject:	Engineering Services for Riverway Hike/Bike Trail	
Item #'s:	G-11	
Presenter(s):	Steve Paustian, Parks and Recreation Director	

Background

The Parks and Recreation Department submitted a grant request to the Nebraska Department of Roads for a grant to assist in the cost of the design and construction of the Riverway Hike/Bike Trail. The trail will extend from Hall County Park to South Locust Street along the Wood River diversion channel. The City was successful in obtaining the applied for grant.

Discussion

Following the protocol required for the grant, engineering proposals were solicited. The City received five proposals. The proposal deemed most satisfactory as ranked by the selection committee was provided by Olsson Associates of Grand Island and Lincoln, NE. The State has agreed with the engineering firm selected and has drafted a contract for the Mayor to sign. The engineering contract calls for a set fee of \$32,248.00. The grant will pay for 80% of all costs associated with the contract.

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 an engineering contract to Olsson Associates for the design of the Riverway Trail

Sample Motion

Motion to approve the contract to Olsson Associates for engineering services for the Riverway Hike/Bike Trail.

PRELIMINARY ENGINEERING SERVICES PROJECT NO.STPB-40(53) CONTROL NO. 42428 CITY OF GRAND ISLAND OLSSON ASSOCIATES GRAND ISLAND RIVER WAY TRAIL

THIS AGREEMENT, entered into by and between the City of Grand Island, hereinafter referred to as the "City", and the firm of Olsson Associates hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to render professional services for the above named project at the location shown on EXHIBIT "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the Consultant is willing to perform such work in accordance with the terms hereinafter provided, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

I. <u>DEFINITIONS</u>

Wherever in this agreement the following terms are used, or pronouns used in their stead, they will have the meaning here given:

"CONSULTANT" means OLSSON ASSOCIATES, whose business and mailing address is 201 East 2nd Street, Grand Island, NE 68802-1072.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, the Director of the department, or his authorized representative.

"CITY" means City of Grand Island, whose mailing address is 100 East First Street, Grand Island, NE 68802-1968.

"FHWA" means the Federal Highway Administration, Department of Transportation, Washington, D.C. 20590, acting through its authorized representative.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that a determination has been made by the City that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that it has been determined by the City that progress is not sufficient or that the conditions or intentions as originally existed have changed or the work completed or submitted is unsatisfactory and that the work as completed herein should be stopped on a temporary basis. This cessation will prevail until such time as a determination can be made to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the State.

CONSULTANT AGREEMENT

PRELIMINARY ENGINEERING SERVICES PROJECT NO.STPB-40(53) CONTROL NO. 42428 CITY OF GRAND ISLAND OLSSON ASSOCIATES

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To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the State.

II. GENERAL DESCRIPTION OF SCOPE AND CONTROL OF THE WORK

The Consultant shall prepare plans and specifications for the construction of a crushed rock bicycle/pedestrian trail for Project No. STPB-40(53), in Hall County, Nebraska.

Upon receiving a notice to proceed, the Consultant shall perform all of the work required under this agreement as outlined in EXHIBIT "B", Scope of Services, and EXHIBIT "C", Consultant's fee proposal, attached and hereby made a part of this agreement.

III. STANDARD PRACTICES AND REQUIREMENTS

It is mutually agreed that the City, the State, and the FHWA have continuing rights of work progress inspections. Any additions, deletions, changes, elaborations, or modifications of the services provided under the terms of this agreement, which may from time to time be determined by the City as desirable or preferable, will be controlling and governing.

IV. TIME OF BEGINNING AND COMPLETION

The City will issue the Consultant a written Notice-to-Proceed after this agreement is approved by the City. Any work or services performed on the project prior to the Notice-to-Proceed date is not eligible for reimbursement.

The Consultant shall complete all work required under this agreement in a satisfactory manner by June 30, 2006.

Any costs incurred after the completion deadline are not eligible for reimbursement unless the City has approved an extension of time.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the City may constitute a basis for an extension of time.

City authorized changes in the scope of work which increase the work hours or services required of the Consultant will provide the basis for an extension of time.

V. FEES AND PAYMENTS

A. For performance of the work as outlined in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$3,280, and up to a limiting amount of \$28,968 for actual costs that are allowable subject to the terms of this agreement and the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$32,248.

- B. The Consultant is responsible for determining if its actual costs will exceed the limiting amount stated above. If at any time during this project, the Consultant determines that its costs will exceed, or have exceeded, the limiting amount stated above, the Consultant must immediately notify the City in writing and describe which costs are causing the overrun and the reason. The Consultant will also estimate the additional costs needed to complete the work. The State will then determine if the limiting amount is to be increased, and a supplemental agreement will be prepared if needed.
- C. The City is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in Section IV of this agreement.
- D. The fixed fee is computed upon the direct salary or wage costs, indirect salary costs, indirect non-salary costs, and direct payroll additives. The fixed-fee is not allowable upon direct non-salary costs.

E. The Consultant should submit invoices to the City at monthly intervals. The invoices must present actual direct labor, actual overhead, and actual direct non-labor costs, as well as a prorated amount of the fixed-fee based upon the actual direct labor and overhead costs billed for that period relative to the Consultant's estimated total direct labor and indirect overhead costs, until 100 percent of the fixed-fee has been billed. The fixed-fee amount on the final invoice should be the difference between 100 percent of the agreed-upon fee and the total amount previously billed. The invoices must identify the hours worked and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Invoices must be substantiated by progress reports which indicate the percent of work completed.

The City will make every effort to pay the Consultant within 30 days of F. receipt of the Consultant's invoices. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the City determines that the work is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs and 90 percent of the billed The 10 percent fixed-fee retention will be paid after all fixed-fee. work required under this agreement is completed and accepted by the State, and a final audit of all invoice amounts has been completed by the City or its authorized representative. If the final audit is not completed within six months after the City accepts the work, the City will pay the Consultant 90 percent of the final 10 percent of the fixed-fee.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the City for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, finished, or relating to the services rendered by or in connection with this agreement or any part thereof. The Consultant agrees to reimburse the City for any overpayments discovered by the City or its authorized representative.

G. The Consultant shall maintain, and also require that any Subconsultants/Subcontractors maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. Such materials must be available for inspection by the City, the State, FHWA, or any authorized representative of the federal government, and copies thereof shall be furnished by the Consultant, when requested.

VI. <u>DUE PROFESSIONAL CARE</u>

It is understood by the parties that the City will rely on the professional performance and ability of the Consultant. Any examination by the City, the State or FHWA, or any acceptance or use of the work product of the Consultant, will not be considered to be a full comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be
accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the City, or of payment, partial or final, will not constitute a waiver of any rights of the City to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the City. The Consultant shall respond to the City's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the City. If the Consultant discovers errors in its work, it shall notify the City of such errors within seven days. Failure to so notify the City will constitute a breach of this agreement. The Consultants' legal liability for all damages incurred by the City caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the City.

VII. CHANGE OF PLAN, ABANDONMENT, SUSPENSION, AND TERMINATION

Additions to the schedule of services, if approved in writing, will require negotiation of a supplemental agreement. For any work beyond the schedule of services, the Consultant shall document the additional work, estimate the cost to complete said work, and receive written approval from the City before the Consultant begins such work. Any such work performed prior to written approval of the City will be done at the expense of the Consultant.

The City has the absolute right to abandon the project or to change the general scope of work at any time, and such action on its part shall in no event be deemed a breach of agreement. The right is reserved by the City to suspend this agreement at any time or to terminate it. Such suspension or termination may be effected by the City giving the Consultant seven days written notice.

If the City abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be compensated in accordance with 48 CFR, Part 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the City will have the power to suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the City will consider the work performed by the Consultant prior to abandonment or termination, to the total amount of work contemplated by this agreement. The ownership of all project documents, completed or partially completed at the time of such termination or abandonment, will be retained by the City and the Consultant shall immediately deliver all documents to the City.

VIII. OWNERSHIP OF DOCUMENTS

All surveys, tracings, plans, specifications, maps, computations, sketches, charts, and other project data prepared or obtained under the terms of this agreement will become the property of the City and the Consultant shall deliver them to the City without restriction or limitation to further use.

IX. <u>GENERAL COMPLIANCE WITH LAWS</u>

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

X. <u>DISPUTES</u>

Any dispute concerning a question of fact in connection with the work, not disposed of by this agreement, will be referred for determination to the Director-State Engineer of the State or his duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

XI. PROFESSIONAL REGISTRATION

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The Consultant shall affix the seal of a registered professional engineer/architect, licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared hereunder.

XII. SUCCESSORS AND ASSIGNS

This agreement is binding on the successors and assigns of either party.

XIII. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable current drug-free workplace policy.

XIV. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act as provided by Sections 48-1101 through 48-1126, Nebraska Revised Statutes (Reissue 1988), which is hereby made a part of and included in this agreement by reference.

XV. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

XVI. MINORITY BUSINESS ENTERPRISES

The Consultant agrees to ensure that minority business enterprises, as defined in 49 CFR 23, have the maximum opportunity to compete for and participate in the performance of subcontracts financed in whole or in part with federal funds under this agreement. Consequently, the minority business requirements of 49 CFR 23 are hereby made a part of and included in this agreement by reference.

XVII. NONDISCRIMINATION

Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations relative to nondiscrimination in federally assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

XVIII. SUBLETTING, ASSIGNMENT, OR TRANSFER

As outlined in Section XIX of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform subcontracts. Any written request to sublet any other work must include documentation of efforts to employ a minority business enterprise.

XIX. CONSULTANT CERTIFICATION

The Consultant hereby certifies that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, current, and subject to adjustment, if required, as provided by Sections 81-1701 through 81-1721, Nebraska Revised Statutes (Reissue 1987).

After being duly sworn on oath, I do hereby certify that except as noted below, neither I nor any person associated with this firm in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds: (a) has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement, or

(b) has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person connection with carrying out this agreement, or

(c) has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

1. By signing this AGREEMENT, the Consultant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the City may terminate this agreement for cause of default.

4. The Consultant shall provide immediate written notice to the City if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

6. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City before entering into this agreement.

7. The Consultant further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the City without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 8. The Consultant is a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph six of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the City may terminate this agreement for cause or default.

> Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

A. The Consultant certifies to the best of its knowledge and belief, that is and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(2) Have not within a three-year period preceding this agreement have been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.(2) or this certification; and

(4) Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable local, state, and federal laws, both criminal and civil.

XX. CERTIFICATION OF CITY

. .

After being duly sworn on oath, I, _______ (Signee for City), by signing this agreement do hereby certify that the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to: (a) employ or retain, or agree to employ or retain, any firm or person, or (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certificate is to be furnished to the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

XXI. <u>ALL ENCOMPASSED</u>

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This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other contracts, either oral or written hereto. 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.

STATE OF NEBRASKA)) ss. HALL COUNTY)

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After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this <u>I</u> day of <u>December</u>, 2005. OLSSON ASSOCIATES

Subscribed and sworn to before me this 1st day of December, 2005.

GENERAL NOTARY - State of Nebraska ENID R. CEDERLIND My Comm. Exp. July 4, 2006

Enia R. Cederlind

EXECUTED by the City this _____ day of _____, 2005.

CITY OF GRAND ISLAND

STATE OF NEBRASKA)

DAS 12-2-05

) ss.

HALL COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2005.

Notary Public



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Project Management

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<u>`</u>,

During the design and construction phases, communication is key to a successful project. Communication is a two-way street, and we understand that it is important to keep the City informed concerning the progress of the project and allow you to express your concerns. There will be several project stakeholders involved and it will also be equally important to establish early lines of communication and keep them informed throughout the project.

We propose to have a kick-off meeting with City staff at the beginning of the project to discuss the project and discuss the project schedule. Kick-off meetings with the other major project stakeholders, Central Platte NRD, U.S. Army Corps of Engineers, and Hall County, will also be conducted early on in the project to discuss the project, what is feasible to build, and to learn the expectations of each party. Meeting minutes will be prepared and distributed.

Preliminary Survey

Olsson Associates will conduct a topographic survey of areas required to complete the construction documents. We anticipate surveying at Hall County Park, the railroad crossing, the Blaine Street crossing, and the South Locust Street crossing. We will investigate utilizing the U.S. Army Corps of Engineers survey to reduce costs to the City.

Functional Design

During the preliminary design phase, Olsson Associates will prepare a set of preliminary plans addressing the following design issues:

- Horizontal and Vertical Alignment
- Hydraulic Analysis of South Locust Street Undercrossing
- Utility Relocations
- Pedestrian/Vehicle Warning Devices

This set of preliminary plans and cost estimates will be presented to the City staff for their review and comments. A plan-in-hand inspection, in conjunction with City staff, will complete the functional design phase. After comments from the plan-in-hand have been addressed, the plans will be submitted to NDOR for review.

Permitting/Environmental

It will be important to us to start contacting various agencies early on in the project to complete the environmental documentation required for the Enhancement program. We will want to submit the Environmental Issues Review Letters and the Property Issues Review Letter at the onset of the project. The U.S. Army Corps of Engineers will be contacted early in the project about completing a wetlands delineation. We will contact the Nebraska Game & Parks and the U.S. Fish and Wildlife Service to confirm that the project will not impact have any environmental or parkland impacts. Since we will be constructing the trail within the Wood River Flood Control project, the U.S. Army Corps of Engineers will need to approve the improvements prior to construction. A floodplain permit will also be obtained from the local authorities. The Nebraska Department of Environmental Quality will be contacted and a NPDES permit will be completed. It is our understanding the City of Grand Island has obtained a railroad permit.

Final Design & Construction Documents

At this point in the project, OA will finalize the design and prepare the plans, specifications, and contract documents.

Submittals to NDOR

A minimum of three reviews of the construction documents by the project coordinator is required by the Enhancement Program guidelines. The three plan submittals are: 1) 30-percent to 60percent functional design, 2) 90-percent plans and specifications, and 3) final bid package submittal (plans, specifications, and estimate review). The final submittal will include final Status of Utilities report, cost estimate, and Right-of-Way Certificate certifying all the right-ofway is acquired for construction of the trail. Olsson Associates will make sure all of the submittal requirements are met and that any questions or concerns from NDOR are addressed in a timely fashion.

Bid Phase Support

The project can be advertised for bids after review and approval by NDOR. Olsson Associates will assist the City in distributing plans and the project manuals to prospective bidders. We will answer questions and interpret the construction documents for prospective bidders and issue addendums to the bid documents, if necessary. After the opening, Olsson Associates will tabulate the bids and forward the bid tab to NDOR for concurrence of the successful bidder.

Personnel Hours Matrix (Exhibit "C") Riverway Trail Grand Island, Nebraska NDOR Project No. STPB-40(53) NDOR Control Number 42428 November 21, 2005

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Olsson Associates
201 East 2nd Street
PO Box 1072
Grand Island, NE 68002-1072

	Project	Project	Assistant	Senior	Senior	Design	Associate	Associate	
1 Derlinsterer Current	Engineer	Iraulic Englr	Iraulic Engin	Surveyor	Techican	Technician	Technician	Hyd, Tech	Clerical
Preliminary Survey A. Establish Horizontal & Vertical Control									
B. Utilities				4.0	4.0		4.0		
C. Topographic Survey				1.0	2.0		2.0		
D. Download, Reduce Notes & DevelopTopo Map	2.0			5.0	30.0		30.0		
E. Field Verification						8.0			
E. Theid Vernication				2.0	4.0		4.0		
2. Functional Design									
A. Conduct Pre-Design Meeting	2.0			·					
B. Coordination Meeting Central Platte NRD	2.0								_
C. Coordination Meeting Hall County	2.0					· · · · · ·			
D. Horizontal & Vertical Alignment	10.0						·		
E. Develop Plan & Profile Sheets	4.0					25.0			
F. Typical Section						15.0			
G. Cross Sections	1.0					2.0			
H. Environmental Permitting	8.0					25.0			
I. Plan-in-Hand	3.0								4.0
J. Cost Estimate	2.0					3.0			1.0
J. Submitt to NDOR 50% Review						2.0			
J. Subinit to NDOR 30% Review	4.0					10.0			2.0
3 Hydraulia Apolyolo									
3. Hydraulic Analysis									
A. Data Collection / Setup		2.0							
B. Site Visits (1)	2.0	8.0	2.0					2.0	1.0
C. Corps Meeting (2)	4.0	16.0	2.0					2.0	1.0
D. Hydraulic Model Formatting / Revisions	2.0	8.0	24.0						
E. Design Coordination (Model Changes, Iterations		4.0	12.0					4.0	
F. Permitting	2.0	8.0	12.0					16.0	2.0
4. Final Design									
A. Prepare the Final Construction Plans	10.0					20.0			
B. Details & Horizontal Control	4.0					10.0			
C. Prepare Bid Package & Contract Documents	10.0								10.0
D. Status of Utilities	2.0					2.0			
E. Final Environmental Documentation	5.0								2.0
F. Cost Estimate	2.0					2.0		- <u> </u>	
G. Submitt Plans to NDOR for 90% Review	4.0					10.0			
H. Submit Plans to NDOR for PS&E Review	2.0					5.0			·····.
5. Bid Phase Services									
A. Distribut Plans to Bidders	1.0					1.0			5.0
B. Answer Questions	4.0	· ·				2.0			5.0
C. Issue Addenda (1)	4.0					2.0			2.0
D. Tabulate Bids and Recommend Award	2.0								2.0
									2.0
Subtotal (Hours)	110.0	46.0	56.0	12.0	40.0	142.0	40.0	24.0	32.0
					-10.0	142.0	40.0	24.0	32.0
	Hours	\$/Hour	Cost						
Project Engineer (Matt Rief)	110.0	\$30.77	\$3,385						
Hydraulic Project Engineer (Carter Hubbard)	46.0	\$26.49	\$1,219						
Hydraulic Assistant Engineer (Charles Idenberry)	56.0	\$25.96	\$1,454						
Senior Surveyor (Jia Andrist)	12.0	\$19.72	\$237						
Senior Technician (Rod Zulkoski)	40.0	\$16.25	\$650						
Design Technician (Zack Loomis)	142.0	\$15.20	\$2,158						
Associate Technician (Noah Seim)	40.0	\$13.20	\$580		**				
Hydraulic Technician (George Pinkerton)	24.0								
Clerical (Enid Cederlind)							-		
						_			
	32.0	\$14.60				_			
		\$14.60	\$467			-			
		\$14.60 Direct Lat	\$467 por Subtotal:	\$10,512					
		\$14.60 Direct Lat	\$467	\$10,512 16,819					
		\$14.60 Direct Lat	\$467 oor Subtotal: @ 160.0%:	16,819					
		\$14.60 Direct Lat	\$467 por Subtotal:						
		\$14.60 Direct Lab Overhead	\$467 oor Subtotal: @ 160.0%: Subtotal	16,819 \$27,330					
		\$14.60 Direct Lab Overhead	\$467 oor Subtotal: @ 160.0%:	16,819					
		\$14.60 Direct Lab Overhead	\$467 por Subtotal: @ 160.0%: Subtotal Profit (12%):	16,819 \$27,330					
		\$14.60 Direct Lab Overhead	\$467 oor Subtotal: @ 160.0%: Subtotal	16,819 \$27,330		\$30,610			
	32.0	\$14.60 Direct Lab Overhead	\$467 oor Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor:	16,819 \$27,330		\$30,610			
Direct Costs	32.0	\$14.60 Direct Lat Overhead	\$467 oor Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile)	32.0	\$14.60 Direct Lab Overhead Unit Cost	\$467 or Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour)	32.0 	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00	\$467 @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0,49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour)	32.0	\$14.60 Direct Lab Overhead Unit Cost	\$467 oor Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone	32.0 	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00	\$467 oor Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$60	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage	32.0 Amount 650 32 15	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00 \$10.00	\$467 @ 160.0%: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$60 \$40	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size)	32.0 	\$14.60 Direct Lat Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50	\$467 @ 160.0%: Subtotal: Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$150 \$40 \$75	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size) Plots (Full Size)	32.0 Amount 650 32 15	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00 \$10.00	\$467 (@ 160.0%: Subtotal: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$60 \$40 \$75 \$75	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size)	32.0 	\$14.60 Direct Lat Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50	\$467 @ 160.0%: Subtotal: Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$150 \$40 \$75	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size) Plots (Full Size) Copies	32.0 	\$14.60 Direct Lat Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50	\$467 (@ 160.0%: Subtotal: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$60 \$40 \$75 \$75	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size) Plots (Full Size)	32.0 	\$14.60 Direct Lat Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50	\$467 (@ 160.0%: Subtotal: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$60 \$40 \$75 \$75	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size) Plots (Full Size) Copies Subtotal:	32.0 Amount 650 32 15 50 25	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50 \$3.00	\$467 (@ 160.0%: Subtotal: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$60 \$40 \$75 \$75	16,819 \$27,330 3,280		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size) Plots (Full Size) Copies Subtotal:	32.0 	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50 \$3.00	\$467 (@ 160.0%: Subtotal: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$60 \$40 \$75 \$75	16,819 \$27,330 3,280					
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size) Plots (Full Size) Copies Subtotal:	32.0 Amount 650 32 15 50 25	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50 \$3.00	\$467 (@ 160.0%: Subtotal: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$60 \$40 \$75 \$75	16,819 \$27,330 3,280		\$30,610			

RESOLUTION 2005-353

WHEREAS, the City of Grand Island received grant approval to assist with the cost of the design and construction of the Riverway Hike/Bike Trail which will extend from Hall County Park to South Locust Street along the Wood River diversion channel; and

WHEREAS, such project will require an engineering consultant to prepare plans and specifications for the construction of a crushed rock bicycle / pedestrian trail for Project No. STPB-40(53); and

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for engineering services for such project; and

WHEREAS, Olsson Associates of Grand Island, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals in the amount of \$32,248.00; and

WHEREAS, the State of Nebraska Department of Roads has agreed with selection of Olsson Associates for such project; and

WHEREAS, the City is responsible for 20% of the project costs; and

WHEREAS, a Consultant Agreement with Olsson Associates to perform engineering work for such project has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Consultant Agreement with Olsson Associates of Grand Island and Lincoln, Nebraska for engineering consulting work for the design and construction of the Riverway Hike/Bike Trail while will extend from Hall County Park to South Locust Street along the Wood River diversion channel [Project No. STPB-40(53)], is hereby approved at a cost of \$32,248.00.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 15, 2005 ¤ City Attorney



City of Grand Island

Tuesday, December 20, 2005 Council Session

Item G12

#2005-354 - Approving Acquisition of a Public Utilities Easement Located at 4179 Old Potash HWY (Barry & Jolynn Niedfelt)

This item relates to the aforementioned Public Hearing Item E-4. Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2005-354

WHEREAS, a public utility easement is required by the City of Grand Island, from Barry W. Niedfelt and Jolynn Niedfelt, husband and wife, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on December 20, 2005, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of the North Half (N1/2) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the city of Grand Island, Hall County, Nebraska, the easement being more particularly described as follows:

Beginning at the northeast corner of the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$); thence running south on the east line of said West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), a distance of Thirty Three (33.0) feet, to a point on the south line of the county road right-ofway, and to the Actual Point of Beginning; thence running west parallel with and Thirty Three (33.0) feet south of the north line of said West Half of the Northeast Quarter (W 1/2 NE 1/4), a distance of One Thousand Three Hundred Sixteen and Eleven Hundredths (1316.11) feet, to a point on the west line of the West Half of the Northeast Quarter (W ^{1/2} NE ^{1/4}), said point also being the east line of the Northwest Quarter (NW 1/4); thence continuing west parallel with and Thirty Three (33.0) feet south of the north line of the Northwest Quarter (NW 1/4), a distance of Thirty Five (35.0) feet; thence running south parallel with and Thirty Five (35.0) feet west of the east line of the Northwest Quarter (NW¹/₄), a distance of Twenty Seven (27.0) feet, to a point Sixty (60.0) feet south of the north line of the Northwest Quarter (NW 1/4); thence running east parallel with and Sixty (60.0) feet south of the north line of the Northwest Quarter (NW 1/4), a distance of Thirty Five (35.0) feet, to a point on the east line of said Northwest Quarter (NW $\frac{1}{4}$, said point also being on the west line of the West Half of Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) thence running east parallel with and Sixty (60.0) feet south of the north line of the West Half of the Northeast Quarter (W^{1/2} NE^{1/4}), a distance of One Thousand Three Hundred Sixteen and Thirteen Hundredths (1316.13), to a point on the east line of said West Half of the Northeast Quarter (W 1/2 NE 1/4); thence running north along the east line of the West Half of the Northeast Quarter (W¹/₂ NE¹/₄), a distance of Twenty Seven (27.0) feet to the Actual Point of Beginning and containing 0.837 acres more or less.

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

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 15, 2005 ¤ City Attorney



City of Grand Island

Tuesday, December 20, 2005 Council Session

Item G13

#2005-355 - Approving Change Order No. 1 to the Contract with The Diamond Engineering Company for Construction of Sanitary Sewer District 515; Dale Roush Subdivision (Indian Acres)

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From:	Steven P. Riehle, Public Works Director
Meeting:	December 20, 2005
Subject:	Approving Change Order No. 1 to the Contract with The Diamond Engineering Company for Construction of Sanitary Sewer District 515; Dale Roush Subdivision (Indian Acres)
Item #'s:	G-13
Presenter(s):	Steven P. Riehle, Public Works Director

Background

On March 18, 2005 the City of Grand Island entered into a contract with The Diamond Engineering Company for construction services to build Sanitary Sewer District 515; Dale Roush Subdivision (Indian Acres). Any changes to the contract must be approved by the city council.

Discussion

The Engineering Division of the Public Works Department is submitting Change Order No. 1 in the amount of \$7,466.00, with the following changes:

- A. A concrete let down structure was needed to drop storm water runoff into the Moores Creek Drain and to prevent erosion.
- B. A Sanitary Sewer stub out was needed to prepare for a future extension of city sanitary sewer.
- C. The contractor was ordered to shut down the de-watering wells after the May 11, 2005 storm to avoid causing more downstream flooding. The contractor is asking for fuel costs for the time it took to lower the groundwater to the level that it was before the pumps were shut off.

Original Contract		\$:	512,633.30
A. Let Down Structure	1 @ \$2,700/ea	\$	2,700.00
B. Build 18" Stubout – 28' Length PVC	1 @ \$1,742.00/ea	\$	1,742.00

C. Fuel cost for ordered dewatering well shut down504 hrs @ \$6.00/hr3,024.00Revised Contract\$ 520,099.30

Alternatives

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

- 1. Make a motion to approve Change Order No. 1.
- 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 pass a resolution authorizing the Mayor to execute the Change Order.

Sample Motion

Approve Change Order No. 1 to the contract with The Diamond Engineering Company for Sanitary Sewer District 515.

City of Grand Island 100 East 1st Street Grand Island, Nebraska 68801

CHANGE ORDER NO. 1

Date of Issuance: December 1, 2005

PROJECT: Sanitary Sewer District 515; Indian Acres

CONTRACTOR: The Diamond Engineering Company, P.O. Box 1327, Grand Island, NE 68802

CONTRACT DATE: March 18, 2005 AMOUNT OF ORIGINAL CONTRACT: \$512,633.30

You are directed to make the changes noted below in the subject contract:

- 1) Let Down Structure (1.00 ea @ \$2,700.00 = \$2,700.00)
- 2) Build 18" Stub Out 28' Length P.V.C. (1.00 ea @ \$1,742.00 = \$1,742.00)
- 3) Fuel cost for ordered dewatering well shut down (504 hrs @ 6.00/hr = 3.024.00)

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order\$	512,633.30
Net Increase/Decrease Resulting from this Change Order\$	<u>7,466.00</u>
Revised Contract Price Including this Change Order\$	520,099.30
Contract Time Prior to This Change Order/Calendar Days - Substantial Completion	205 Days
Net Increase Resulting from This Change Order	0 days

Current Contract Time Including this Change Order/ Calendar Days - Substantial Completion.......205 Days

Approval Recommended:

City of Grand Island Owner

The Above Change Order Accepted:

The Diamond Engineering Company Contractor

Ву __

Public Works Director, City of Grand Island

Date

Name, Title

Ву _____

Date

Approved for the City of Grand Island

Mayor

Attest: _____ City Clerk

Date _____

RESOLUTION 2005-355

WHEREAS, on February 22, 2005, by Resolution 2005-47, the City of Grand Island awarded the bid for Sanitary Sewer District No. 515 to The Diamond Engineering Company of Grand Island, Nebraska; and

WHEREAS, it has been determined that modifications to the work to be performed by The Diamond Engineering Company are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modification will increase the contract amount by \$7,466.00 for a revised contract price of \$520,099.30.

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 The Diamond Engineering Company of Grand Island, Nebraska to provide the modification set out as follows:

Let Down Structure	700.00
Build 18" Stubout – 28' length PVC1,	742.00
Fuel cost for ordered dewatering well shut down	

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 15, 2005 ¤ City Attorney



City of Grand Island

Tuesday, December 20, 2005 Council Session

Item G14

#2005-356 - Approving Certificate of Final Completion and Scheduling the Board of Equalization for Sanitary Sewer District No. 515; Dale Roush Subdivision (Indian Acres)

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From:	Steven P. Riehle, Public Works Director
Meeting:	December 20, 2005
Subject:	Certificate of Final Completion and Scheduling the Board of Equalization for Sanitary Sewer District No. 515; Dale Roush Subdivision (Indian Acres)
Item #'s:	G-14
Presenter(s):	Steven P. Riehle, Public Works Director

Background

The contract for Sanitary Sewer District No. 515 was awarded to The Diamond Engineering Company of Grand Island, NE on February 22, 2005; the contract was signed on March 18, 2005. Work commenced on May 9, 2005 and was completed on November 4, 2005.

Discussion

The work was completed in accordance with the terms, conditions, and stipulations of the contract and complies with the contract, the plans, and the specifications. The project was completed at a construction price of \$509,177.49. Total cost of the project, including contract administration, is \$660,324.81. The entire cost for this project will be assessed to the adjacent properties. Costs for the project break down as follows:

Original Bid	\$	512,633.30
Change Order	\$	7,466.00
Underuns	(\$	10,921.81)
Sub Total (Construction Price)	\$	509,177.49
Engineering, Publication, TV Insp. Costs	\$	55,526.12
#1 Navajo (Thornton Property)	\$	75,000.00
Clean up of #1 Navajo (Bob Stahla Mobil Homes	\$	4,936.09
Easements and Right-of-Way	\$	12,231.54
Other Costs (Detailed on the Cert. of Final Completion	\$	3,453.57

\$ 660,324.81

Alternatives

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

- 1. Approve the Certificate of Final Completion and set the Board of Equalization Hearing.
- 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 Certificate of Final Completion for Sanitary Sewer District No. 515 and set the Board of Equalization date of January 24, 2006.

Sample Motion

Move to approve the Certificate of Final Completion and set the Board of Equalization Hearing for Sanitary Sewer District No. 515.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

SANITARY SEWER DISTRICT 515 INDIAN ACRES

CITY OF GRAND ISLAND, NEBRASKA December 20, 2005

TO THE MEMBERS OF THE COUNCIL CITY OF GRAND ISLAND GRAND ISLAND, NEBRASKA

This is to certify that Sanitary Sewer District No. 515, has been fully completed by The Diamond Engineering Company, of Grand Island, Nebraska under a contract dated March 18, 2005. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

<u>Sanitary Sewer District 515</u> is located in Dale Roush and Dale Roush 2^{nd} Subdivisions and Part of the SW1/4, Section 14-11-10. (Commonly referred to as Indian Acres)

Item No.	Description	Unit Price	Total Quantity	To Co	otal
110.	Description	Thee	Quantity	Ct	51
1.	Build 10" PVC Sanitary Sewer	\$ 25.45/lf	640.00 l.f.	\$	16,288.00
2.	Build 8" PVC Sanitary Sewer	\$ 22.25/lf	7,547.35 l.f.	\$	167,928.54
3.	Build 4" Service per Std. Plan 132 (off 10" sewer main)	\$ 435.00/ea	1 ea	\$	435.00
4.	Build 4" Service line per standard plan 132A (off 10" sewer main)	\$ 775.00/ea	2 ea	\$	1,550.00
5.	Build 4" Service per Std. Plan 132 132 (off 8" sewer main)	\$ 360.00/ea	1 ea	\$	360.00
6.	Build 4" Service per Std. Plan 132A (off 8" sewer main)	\$ 665.00/ea	124 ea	\$	82,460.00
7.	Build 4" Service per Std. Plan 132A w/ additional 60 l.f. 4" extension (off 8" Sewer main)	\$ 985.00/ea	2 ea	\$	1,970.00
8.	Build 4' diameter standard manhole	\$ 2,200.00/ea	24 ea	\$	53,280.00
9.	Build 4' diameter MH Extra Depth	\$ 203.50/v.f.	205.00 v.f.	\$	41,717.50
10.	Remove Asphaltic or Conc. Pavement	\$ 5.75/sy	1004.00 s.y.	\$	5,773.00
11.	Replace Asphaltic or Conc. Pavement	\$ 20.95/s.y.	0 s.y.	\$	0
12.	Pavement Sawcut	\$ 2.75/l.f.	95.00 l.f.	\$	261.25
13.	Build 12" PVC Sanitary Sewer Stubout	\$ 603.50/ea	0 ea	\$	0
14.	Build 8" PVC Sanitary Sewer Stubout	\$ 432.80/ea	0 ea	\$	0
15.	Tree Removal	\$ 2,610.00/l.s.	1 l.s.	\$	2,610.00
16.	Construction Dewatering	\$ 98,955.00/l.s.	1 l.s.	\$	98,955.00
17.	Build 4" PVC San. Sewer/Watermain Crossing - per Std. Plan 138	\$ 465.00/ea	26 ea	\$	12,090.00

ENGINEER'S CERTIFICATE OF FINAL COMPLETION SANITARY SEWER DISTRICT 515 Page -2-

Item No.	Description		Unit Price	Total Quantity		otal ost
18.	Build 8" San.Sewer/Watermain Crossing - per Std. Plan 138	\$	630.00/ea	0 ea	\$	0
19.	Furnish and Place Gravel	\$	12.40/c.y.	1293.00 c.y.	\$	16,033.20
	SUB TOTAL				\$	501,711.49
	CHANGE ORDER NO. 1 A. Let Down Structure	\$	2,700.00/ea	1 ea	\$	2,700.00
	B. Build 18" Stubout – 28' Length PVC	\$	1,742.00/ea	1 ea	\$	1,742.00
	C. Fuel cost for Ordered Dewatering Well Shut Down	\$	6.00/hr	504 hr	\$	3,024.00
	TOTAL CHANGE ORDER AMOUNT				\$	7,466.00
	TOTAL CONSTRUCTION COST				\$	509,177.49
	SUMMARY OF OTHER COSTS City of Grand Island Wastewater Division – TV Inspection City of Grand Island Engineering Division – Engineering & Administration Grand Island Independent – Advertising Fenster Plumbing – Temporary Water Service City of Grand Island Utilities – Temporary Water Service Bob Stahla Mobile Homes – Demolition & Cleanup of #1 Navajo Dr.			\$ \$ \$ \$ \$ \$ \$	4,478.76 50,917.75 129.61 1,066.00 254.66 4,936.09	
	Gaylen Sprague – Utility Easement & Temp B&D General Partnership – Crop Loss Duri Jacqueline Hanover – Utility Easement & T Lee Newport – Utility Easement Taddy Lechner – Utility Easement & Temp	ing Co empor	onstruction Occup rary Construction	oancy Occupancy	\$ \$ \$ \$	3,625.00 556.15 3,403.27 150.00 3,403.27
	Teddy Lechner – Utility Easement & Temporary Construction Occupancy Chester & Juliann Thornton - #1 Navajo James & Pauline Thornton – Street ROW US Postmaster – Mailing Charges Cash – Hell County Pacerding Face			s \$ \$ \$	5,403.27 75,000.00 1,650.00 13.26 10.50	
	Cash – Hall County Recording Fees Hall County Register of Deeds – Recording Fees Rockwell & Associates – Subdivided #1 Navajo GI Abstract – Title Search TOTAL OTHER COSTS		\$ \$ \$ \$	20.50 1,200.00 332.50 151,147.32		

TOTAL COST OF SANITARY SEWER DISTRICT 515

\$ 660,324.81

ENGINEER'S CERTIFICATE OF FINAL COMPLETION SANITARY SEWER DISTRICT 515 Page -3-

Respectfully submitted,

Steven P. Riehle City Engineer Public Works Director

TO MEMBERS OF THE COUNCIL CITY OF GRAND ISLAND GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer's Certificate of Final Completion for Sanitary Sewer District 515 be approved.

I further recommend that the Costs of Engineering be credited to Account No. 10033001-74516 from Account No. 53030055-85213 in the amount of \$50,917.75.00.

I further recommend that the City Council sit as a Board of Equalization on January 24, 2006, to determine benefits and levy special assessments.

Respectfully submitted,

Jay Vavricek Mayor



RESOLUTION 2005-356

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sanitary Sewer District No. 515 located in Dale Roush Subdivision (Indian Acres), certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract dated March 18, 2005, completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the City Engineer / Public Works Director recommends the acceptance of the district; and

WHEREAS, the Mayor concurs with the City Engineer / Public Works Director's recommendations.

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

- 1. The City Engineer/Public Works Director's Certificate of Final Completion for Sanitary Sewer District No. 515 is hereby confirmed.
- 2. The City Council will sit as a Board of Equalization on January 24, 2006 to determine benefits and set assessments for Sanitary Sewer District No. 515.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 15, 2005 ¤ City Attorney



City of Grand Island

Tuesday, December 20, 2005 Council Session

Item G15

#2005-357 - Approving Certificate of Final Completion for Asbestos Removal and Demolition of Improvements Located West of the Edith Abbott Memorial Library

Staff Contact: Steve Fosselman

Council Agenda Memo

From:	Steve Fosselman, Library Director
Meeting:	December 20, 2005
Subject:	Approving Certificate of Final Completion for Asbestos Removal and Demolition of Improvements Located West of the Edith Abbott Memorial Library
Item #'s:	G-15
Presenter(s):	Steve Fosselman, Library Director

Background

The contract for asbestos removal and demolition of improvements at 1204, 1212 & 1216 West 2nd Street, 214 N. Washington St. and 1203/1205, 1209, 1215, & 1221 West 3rd Street located west of the Edith Abbott Memorial Library was awarded to Environmental Direct, Inc., Grand Island, Nebraska on August 9, 2005 and has been completed.

Discussion

The work for this contract has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The project was completed on schedule at a construction price of \$159,393.19. Costs for the project break down as follows:

Original Bid	\$ 143,333.19
Change Order No. 1	\$ 16,060.00
Total Cost	\$ 159,393.19

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 Certificate of Final Completion for this project.

Sample Motion

Motion to approve the Certificate of Final Completion for Asbestos Removal and Demolition of Improvements Located West of the Edith Abbott Memorial Library.

CERTIFICATE OF FINAL COMPLETION

Asbestos Removal and Demolition of Improvements Located West of the Edith Abbott Memorial Library

CITY OF GRAND ISLAND, NEBRASKA December 20, 2005

TO THE MEMBERS OF THE COUNCIL CITY OF GRAND ISLAND GRAND ISLAND, NEBRASKA

This is to certify that the project for asbestos removal and demolition of improvements at 1204, 1212 & 1216 West 2nd Street, 214 N. Washington St. and 1203/1205, 1209, 1215, & 1221 West 3rd Street located west of the Edith Abbott Memorial Library has been fully completed by Environmental Direct, Inc., Grand Island, Nebraska under a contract dated August 9, 2005. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Library Director.

It is further certified that this project includes the following items and costs and that this certificate shall constitute the Final Payment for this work.

Original Bid	\$ 143,333.19
Change Order No. 1	\$ 16,060.00
Total Cost	\$ 159,393.19

Respectfully submitted,

Steve Fosselman Library Director

TO MEMBERS OF THE COUNCIL CITY OF GRAND ISLAND GRAND ISLAND, NEBRASKA

I hereby recommend that the Certificate of Final Completion for Asbestos Removal and Demolition of Improvements Located West of the Edith Abbott Memorial Library be approved.

Respectfully submitted,

Jay Vavricek Mayor

RESOLUTION 2005-357

WHEREAS, the Library Department Director for the City of Grand Island has issued a Certificate of Final Completion for Asbestos Removal and Demolition of Improvements at 1204, 1212 and 1216 West 2nd Street, 214 North Washington Street and 1203/1205, 1209, 1215 and 1221 W. Third Street in the city of Grand Island, Nebraska, certifying that Environmental Direct, Inc. of Grand Island, Nebraska, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Library Department Director recommends the acceptance of the final completion; and

WHEREAS, the Mayor concurs with such recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Asbestos Removal and Demolition of Improvements at 1204, 1212 and 1216 West 2rd Street, 214 North Washington Street and 1203/1205, 1209, 1215 and 1221 W. Third Street in the city of Grand Island, Nebraska, is hereby confirmed and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 15, 2005 ¤ City Attorney



City of Grand Island

Tuesday, December 20, 2005 Council Session

Item G16

#2005-358 - Approving State Bid Award for ³/₄ Ton Pickup Truck (Solid Waste Division of the Public Works Department)

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From:	Steven P. Riehle, Public Works Director
Meeting:	December 20, 2005
Subject:	Approving State Bid Award for ³ / ₄ Ton Pickup Truck (Solid Waste Division)
Item #'s:	G-16
Presenter(s):	Steven P. Riehle, Public Works Director

Background

The Solid Waste Division of the Public Works Department is replacing a 2004 Chevy two wheel drive, extended cab pickup. They are replacing it with a 2006 Ford F-250 four wheel drive, extended cab pickup. The four wheel drive pickup is needed in order to get around the landfill. Funds for the truck were in the approved 2005/2006 budget (\$30,000 on page 269 of the 2005 / 2006 Annual Budget Report). The Engineering Division will be purchasing the 2004 Chevy from the Solid Waste Division to replace a 1992 Chevy S-10 pickup.

Discussion

The ³/₄ ton extended cab pickup truck awarded under State of Nebraska contract #11418 OC meets all of the requirements for the Solid Waste Division. The following is a summary of the State bid contract.

Bidder	Exceptions	Total Cost
Anderson Ford		
Grand Island, Nebraska	None	\$27,315.00

There are sufficient funds for this purchase in Account No. 50530040-85625.

Alternatives

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

- 1. Move to approve the purchase of the pickup truck.
- 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 purchase of the ³/₄ ton pickup truck from Anderson Ford of Grand Island, Nebraska.

Sample Motion

Move to approve the purchase of the ³/₄ ton pickup truck under state contract from Anderson Ford of Grand Island, Nebraska in the amount of \$27,315.00.

RESOLUTION 2005-358

WHEREAS, the Solid Waste Division of the Public Works Department budgeted in the 2005/2006 fiscal year to replace a 2004 Chevy two-wheel drive, extended cab pickup with a 2006 Ford F-250 four-wheel drive, extended cab pickup; and

WHEREAS, said vehicle can be obtained from the State contract holder; and

WHEREAS, purchasing the vehicle from the State contract holder meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicle is provided in the 2005/2006 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one 2006 Ford F-250 four-wheel drive, extended cab pickup in the amount of \$27,315.00 from the State contract holder, Anderson Ford of Grand Island, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 15, 2005 ¤ City Attorney



City of Grand Island

Tuesday, December 20, 2005 Council Session

Item G17

#2005-359 - Approving Amendment No. 3 to the Police and Firefighters Pension Plans

Staff Contact: David Springer

Council Agenda Memo

From:	Dave Springer, Finance Director
Meeting:	December 20, 2005
Subject:	Approving Amendment No. 3 to Police and Firefighters Pension Plans
Item #'s:	G-17
Presenter(s):	Dave Springer, Finance Director

Background

The United States Congress passed the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), which changed the provisions of Federal law governing qualified retirement plans, including eliminating a plan's ability to distribute vested account balances of more than \$1,000 and not more than \$5,000 without the participant's express permission, and requiring that certain mandatory distributions be automatically rolled over to an individual retirement account (IRA) unless the participant makes an election to take cash or make a different rollover.

Discussion

Currently, if a participant left and failed to give directions regarding account balances not exceeding \$3,500, the Plan would simply make a lump sum payment of the entire balance directly to the Participant. Under EGTRRA, such lump sum payments will only be available for account balances that do not exceed \$1,000. If the Participant has more than \$3,500, the money will continue to stay in the Plan for the Participant's benefit. Balances between \$1,000 and \$3,500 will be rolled over into an IRA in the Participants name at Wells Fargo. The intent is to not subject the Participant to a taxable event. In order to be in compliance, the Plan needs to be amended before December 31.

Alternatives

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

1. Approve the Plan amendment
2. Disapprove the amendment

Recommendation

City Administration recommends that the Council approve the amendment to the Police and Firefighters pension plans.

Sample Motion

Approve Amendment No. 3 to the Police and Firefighters Pension plans.

LAW OFFICES

FITZGERALD, SCHORR, BARMETTLER & BRENNAN, P.C., L.L.O.

JOSEPH J. BARMETTLER GREGORY B. MINTER BRUCE D. VOSBURG ROBERT T. CANNELLA WILLIAM A. TINSTMAN GERALD L. FRIEDRICHSEN NICK R. TAYLOR* MICHAEL D. MATEJKA FRANK J. MIHULKA MATTHEW F. HEFFRON* THOMAS L. SALADINO THOMAS G. McKFON SUSAN I SPAHN THOMAS R. OSTDIEK CARLA HEATHERSHAW RISKO* ANDREW T. SCHLOSSER CAMILLE R. HAWK MATTHEW J. BOEVER DUSTIN J. KESSLER

13220 CALIFORNIA STREET, SUITE 400 OMAHA, NEBRASKA 68154-5228 (402) 342-1000

> facsimile: (402) 342-1025 e-mail: <u>fitzlaw@fitzlaw.com</u> website: <u>www.fitzlaw.com</u>

December 12, 2005



ANDREW M. BATH OF COUNSEL

WILLIAM J. BRENNAN RETIRED

JAMES J. FITZGERALD, JR. 1903-1989

CHARLES A. SCHORR 1924-1998

'ALSO LICENSED TO PRACTICE IN IOWA

Ms. Tami Herald HR Specialist 100 East 1st Street PO Box 1968 Grand Island, Nebraska 68801

Re: City of Grand Island's SPDs

Dear Tami:

Enclosed please find documents relating to the Automatic Rollover Amendment for the City's Police and Firefighters' Retirement plans. This amendment is necessary for the plans to be in compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). There are two sets of documents enclosed – one for each of the plans – with each set containing three documents.

The first document is the Amendment itself. The effect of the amendment is that if a Participant whose account balance is between \$1,000 and \$3,500 leaves without providing direction to the Plan regarding what should be done with his or her account balance, the Plan will transfer the balance into an Individual Retirement Account with your IRA provider (whom I assume will be Wells Fargo). Prior to the amendment, if a Participant left and failed to give directions regarding account balances not exceeding \$3,500, the Plan would simply make a lump sum payment of the entire balance directly to the Participant. Under EGTRRA, such lump sum payments are now only available for account balances that do not exceed \$1,000. If a Participant leaves without providing the Plan any direction what to do with his or her account, and there is less than \$1,000 in his or her account, the Plan will continue to pay out the balance as a lump sum; if the Participant has more than \$3,500, the money will continue to stay in the Plan for the Participant's benefit. The Amendment affects only those balances between \$1,000 and \$3,500. And, of course, a Participant may, within the confines of the Plan, still give specific direction to the Plan regarding what should be done with his or her account.

Ms. Tami Herald December 12, 2005 Page 2

The second document is an Ordinance (with a copy of the Amendment attached as "Exhibit A") adopting the Amendment. This should be on the agenda of the next City Council meeting as it needs to be adopted before December 31, 2005.

Once the City passes the Ordinance adopting the Amendment, the Plan will need to select a Provider for the Rollover IRAs and enter into a *Fiduciary-Provider Agreement* with the Provider. I understand that Wells Fargo has an Agreement that complies with this requirement, and Greg Anderson can provide you with the necessary information to complete the Notice document, which is the final document I have enclosed. Please note, passing the Ordinance and entering into the *Fiduciary-Provider Agreement* need to be completed by or before December 31st.

If you have any questions regarding the enclosed documents, please feel free to contact me.

Sincerely.

CARLA HEATHERSHAW RISKO For the Firm

CHR:lsc Enclosures

cc: Greg Anderson (letter only)

AMENDMENT NO. 3 MANDATORY DISTRIBUTION AMENDMENT (Code Section 401(a)(31)(B))

Effective March 28, 2005 (or if later, the date that the Plan becomes subject to the automatic rollover requirements of 401(a)(31)(B)), the City of Grand Island, Nebraska Firefighters' Retirement System Plan and Trust (the "Plan") is hereby amended as follows:

Notwithstanding any provision of the Plan to the contrary, in the event of a mandatory distribution greater than \$1,000 but less than \$3,500 that is made in accordance with the provisions of the Plan providing for an automatic distribution to a Participant without the Participant's consent, if the Participant does not elect to have such distribution paid directly to an "eligible retirement plan" specified by the Participant in a direct rollover (in accordance with the direct rollover provisions of the Plan) or to receive the distribution directly, then the Administrator shall pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator. The value of a Participant's interest in the Plan for such purpose shall include any rollover contributions (and earnings) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).

IN WITNESS WHEREOF, this Amendment has been executed this _____, day of _____, 2005.

Name of Plan: CITY OF GRAND ISLAND, NEBRASKA FIREFIGHTERS' RETIREMENT SYSTEM PLAN AND TRUST Name of Employer: City of Grand Island, Nebraska

By:

Printed Name

Title

CITY OF GRAND ISLAND, NEBRASKA FIREFIGHTERS' RETIREMENT SYSTEM PLAN AND TRUST NOTICE REGARDING AUTOMATIC ROLLOVER REQUIREMENTS

THIS NOTICE SUPPLEMENTS THE DISTRIBUTION FORMS PROVIDED TO YOU AND SUPERCEDES ANY INCONSISTENT STATEMENT IN SUCH FORMS REGARDING PAYMENT TO YOU IN A LUMP SUM IF YOU FAIL TO MAKE A DISTRIBUTION ELECTION

As explained in the distribution forms you received from the City of Grand Island, Nebraska Firefighters' Retirement System Plan and Trust (the "Plan"), you may elect to receive a distribution from the Plan or to have this distribution rolled into an individual retirement account. However, due to a recent change in federal law, effective March 28, 2005, if you fail to elect either of these options and if your account balance under the Plan is in excess of \$1,000 but not more than \$3,500, the Plan is required to make a direct rollover of your distribution to an Automatic Rollover IRA.

Name: ______Address: ______Phone: ______

If you fail to make an election for your account within 60 days of receiving your distribution forms, the Plan will transfer your account to the Provider in accordance with Internal Revenue Code section 401(a)(31)(B) without contacting you further. The Provider will establish an Automatic Rollover IRA in your name. Such IRA shall be invested in products chosen by the Provider in a manner to preserve the principal of such account, provide a reasonable rate of return while preserving liquidity, and maintain the dollar value originally placed in the account; investment may be made into financial products or funds maintained by the Provider.

Fees may be assessed against your account for the continued maintenance of the account; provided, that, all fees and charges will not exceed fees charged to IRAs other than an Automatic Rollover IRA. Fees that may apply to an Automatic Rollover IRA include:

and shall be borne by _____

You may transfer the Automatic Rollover IRA funds at any time and at no cost to other investments or to another IRA or retirement plan that will accept such funds. For more information, please contact the Provider as indicated above.

AMENDMENT NO. 3 MANDATORY DISTRIBUTION AMENDMENT (Code Section 401(a)(31)(B))

Effective March 28, 2005 (or if later, the date that the Plan becomes subject to the automatic rollover requirements of 401(a)(31)(B)), the City of Grand Island, Nebraska Police Officers' Retirement System Plan and Trust (the "Plan") is hereby amended as follows:

Notwithstanding any provision of the Plan to the contrary, in the event of a mandatory distribution greater than \$1,000 but less than \$3,500 that is made in accordance with the provisions of the Plan providing for an automatic distribution to a Participant without the Participant's consent, if the Participant does not elect to have such distribution paid directly to an "eligible retirement plan" specified by the Participant in a direct rollover (in accordance with the direct rollover provisions of the Plan) or to receive the distribution directly, then the Administrator shall pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator. The value of a Participant's interest in the Plan for such purpose shall include any rollover contributions (and earnings) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).

IN WITNESS WHEREOF, this Amendment has been executed this _____, day of _____, 2005.

Name of Plan: CITY OF GRAND ISLAND, NEBRASKA POLICE OFFICERS' RETIREMENT SYSTEM PLAN AND TRUST Name of Employer: City of Grand Island, Nebraska

By: _____

Printed Name

Title

CITY OF GRAND ISLAND, NEBRASKA POLICE OFFICERS' RETIREMENT SYSTEM PLAN AND TRUST NOTICE REGARDING AUTOMATIC ROLLOVER REQUIREMENTS

THIS NOTICE SUPPLEMENTS THE DISTRIBUTION FORMS PROVIDED TO YOU AND SUPERCEDES ANY INCONSISTENT STATEMENT IN SUCH FORMS REGARDING PAYMENT TO YOU IN A LUMP SUM IF YOU FAIL TO MAKE A DISTRIBUTION ELECTION

As explained in the distribution forms you received from the City of Grand Island, Nebraska Police Officers' Retirement System Plan and Trust (the "Plan"), you may elect to receive a distribution from the Plan or to have this distribution rolled into an individual retirement account. However, due to a recent change in federal law, effective March 28, 2005, if you fail to elect either of these options and if your account balance under the Plan is in excess of \$1,000 but not more than \$3,500, the Plan is required to make a direct rollover of your distribution to an Automatic Rollover IRA.

The provider of the Automatic Rollover IRA will be ("the Provider"). You may contact the Provider for further information at any time by contacting:

Name:	 		
Address:			
Phone:	 		

If you fail to make an election for your account within 60 days of receiving your distribution forms, the Plan will transfer your account to the Provider in accordance with Internal Revenue Code section 401(a)(31)(B) without contacting you further. The Provider will establish an Automatic Rollover IRA in your name. Such IRA shall be invested in products chosen by the Provider in a manner to preserve the principal of such account, provide a reasonable rate of return while preserving liquidity, and maintain the dollar value originally placed in the account; investment may be made into financial products or funds maintained by the Provider.

Fees may be assessed against your account for the continued maintenance of the account; provided, that, all fees and charges will not exceed fees charged to IRAs other than an Automatic Rollover IRA. Fees that may apply to an Automatic Rollover IRA include:

and shall be borne by

You may transfer the Automatic Rollover IRA funds at any time and at no cost to other investments or to another IRA or retirement plan that will accept such funds. For more information, please contact the Provider as indicated above.

RESOLUTION 2005-359

WHEREAS, the City of Grand Island maintains the City of Grand Island, Nebraska Firefighters' Retirement System Plan and Trust (the "Plan") to provide retirement benefits to its employees who may participate in the Plan upon meeting the eligibility requirements of the plan; and

WHEREAS, the City of Grand Island maintains the City of Grand Island, Nebraska Police Officers' Retirement System Plan and Trust (the "Plan") to provide retirement benefits to its employees who may participate in the Plan upon meeting the eligibility requirements of the plan; and

WHEREAS, the City, through its City Council, has the authority to amend the Plans under Plan Section 9.1; and

WHEREAS, the United States Congress passed the Economic Growth and Tax Relief Reconciliation Act of 2001, which changed the provisions of Federal law governing qualified retirement plans, including eliminating a plan's ability to distribute vested account balances of more than \$1,000 and not more than \$5,000 without the participant's express permission, and requiring that certain mandatory distributions be automatically rolled over to an individual retirement account unless the participant makes an election to take cash or make a different rollover; and

WHEREAS, the City of Grand Island desires to amend the above-mentioned Plans in a timely manner to comply with Federal law.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 3 to the Plans, in the form attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by this reference, is hereby adopted and approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the approved amendment for the Plans and to take any and all other action on behalf of the City as is necessary or appropriate to carry out the actions approved in this Resolution and to maintain the qualified status of the Plan.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 15, 2005 ¤ City Attorney



Tuesday, December 20, 2005 Council Session

Item G18

#2005-360 - Approving Hall County Local Emergency Operations Plan

Staff Contact: Lela Lowry

Council Agenda Memo

From:	Lela L. Lowry, Emergency Management/911 Director
Meeting:	December 20, 2005
Subject:	Local Emergency Management Operations Plan
Item #'s:	G-18
Presenter(s):	Lela L. Lowry, Emergency Management/911 Director

Background

The local emergency operations plan (LEOP) was developed to provide the city and the county a guideline for an all hazards approach to natural or man made disasters

Discussion

City Council approval is required and forwarded to the Nebraska Emergency Management Agency for final approval and printing and distribution to all department directors, councils and village boards.

The LEOP is seen as a living document and periodic minor changes to numbers and locations may change and are updated as needed by the Emergency Manager to meet the needs of preparedness, response, recovery and mitigation for the City and County.

Alternatives

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

- 1. Move to approve the Hall County Local Emergency Operations Plan.
- 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 Hall County LEOP.

Sample Motion

Motion to approve the Hall County Local Emergency Operations Plan

RESOLUTION 2005-360

WHEREAS, a Hall County Local Emergency Operations Plan, attached hereto, has been developed in order to provide for a coordinated response to a disaster or emergency within Hall County; and

WHEREAS, the City of Grand Island deems it advisable and in the best interest of the City to approve said Local Emergency Operations Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the attached Hall County Local Emergency Operations Plan is hereby approved..

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 15, 2005 ¤ City Attorney



Tuesday, December 20, 2005 Council Session

Item H1

Consideration of Request of Club 69, Inc. dba Club 69, 106 East 3rd Street for a Class "C" Liquor License

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

Staff Contact: RaNae Edwards



Tuesday, December 20, 2005 Council Session

Item J1

Approving Payment of Claims for the Period of December 7, 2005 through December 20, 2005

The Claims for the period of December 7, 2005 through December 20, 2005 for a total amount of \$3,742,417.70. A MOTION is in order.

Staff Contact: RaNae Edwards



Tuesday, December 20, 2005 Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of November 23, 2005 through December 20, 2005

The Claims for the Library Expansion for the period of November 23, 2005 through December 20, 2005 for the following requisitions.

 #9
 \$ 23,266.20

 #10
 \$140,651.24

 #11
 \$ 1,333.36

 #12
 \$ 50.00

 #13
 \$ 225.00

A MOTION is in order. Staff Contact: David Springer

Requisition No. 9

TO: Wells Fargo Bank, National Association, Trustee 1248 "O" Street, 4th Floor Lincoln, NE 68501 Attention: Trust Department

As Trustee under that Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

Payee	Dollar Amount	Reason for Payment
Diamond Engineering	\$23,266.20	Library Expansion/Remodel Project – Sewer Relocation

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).

2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.

3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application.

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this <u>8th</u> day of <u>December</u>, 2005.

oiect Manager (Alternate Project Manager)

Requisition No. 10

TO: Wells Fargo Bank, National Association, Trustee 1248 "O" Street, 4th Floor Lincoln, NE 68501 Attention: Trust Department

As Trustee under that Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

Payee	Dollar Amount	Reason for Payment
Mid Plains Construction Cop	\$140,651.24	Library Expansion/Remodel Project

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).

2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.

3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application.

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this <u>8th</u> day of <u>December</u>, 2005.

Project Manager (Alternate Project Manager)

Requisition No. 11

TO: Wells Fargo Bank, National Association, Trustee 1248 "O" Street, 4th Floor Lincoln, NE 68501 Attention: Trust Department

As Trustee under that Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

Payee	Dollar Amount	Reason for Payment
City of Grand Island, Public Works	\$170.05	Sanitary Sewer Project
City of Grand Island, Public Works	\$1,163.31	Sanitary Sewer Project

TOTAL \$1,333.36

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).

2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.

3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application.

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 12th day of December, 2005.

Project Manager (Alternate Project Manager)

Requisition No. 12

TO: Wells Fargo Bank, National Association, Trustee 1248 "O" Street, 4th Floor Lincoln, NE 68501 Attention: Trust Department

As Trustee under that Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

Payee	Dollar Amount	Reason for Payment
Grand Island Abstract, Escrow & Title Co.	\$50.00	Library Expansion/ Remodel Project - Abstract Services

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

The above requested payments represent obligations incurred in the amounts shown 1. by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).

The payments requested above represent disbursements permitted to be made from 2. the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.

Attached to this Requisition are copies of the invoices in the case of payment to 3. third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application.

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 13th day of December , 200^b

oject Manager (Alternate Project Manager)

Requisition No. 13

TO: Wells Fargo Bank, National Association, Trustee 1248 "O" Street, 4th Floor Lincoln, NE 68501 Attention: Trust Department

As Trustee under that Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

Payee	Dollar Amount	Reason for Payment
Huston & Higgins	\$225.00	Library Expansion/Remodel
Attorneys at Law		Project - Corporations
Pursuant to said Indenture, the underst	gned Project Manager does hereb	Legal Fees y certify the following:

The above requested payments represent obligations incurred in the amounts shown 1. by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).

2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.

Attached to this Requisition are copies of the invoices in the case of payment to 3. third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application.

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this <u>14thday of December</u>, 200 6.

Project Manager (Alternate Project Manager)