
City of Grand Island



Tuesday, February 14, 2006

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 Randy Fett, St. Paul's Lutheran Church, 1515 South Harrison Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item C1

Presentation to Burhl Gilpin, Assistant Utilities Director at Phelps Control for Thirty-Five Years of Service

The Mayor and City Council will recognize Burhl Gilpin, Assistant Utilities Director at Phelps Control for 35 Years of Service with the City. Mr. Gilpin was hired on January 14, 1971 as an Engineer I, then moved to Electrical Engineer III on August 1, 1976. On March 27, 1992 Mr. Gilpin was promoted to Assistant Utilities Director at Phelps Control. We Congratulate Mr. Gilpin for his dedication and service to the City of Grand Island.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item D1

#2006-BE-2 - Consideration of Determining Benefits for Street Improvement District No. 1255; Independence Avenue, Shanna Street & Lariat Lane

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Board of Equalization Hearing to Determine Benefits and Consideration of an Ordinance Levying Assessments for Street Improvement District No. 1255; Independence Avenue, Shanna Street & Lariat Lane

Item #'s: D-1 & F-2

Presenter(s): Steven P. Riehle, Public Works Director

Background

The Certificate of Final Completion for Street Improvement District 1255 was approved on January 10, 2006 with February 14, 2006 set as the date for Council to sit as the Board of Equalization. All work has been completed and special assessments have been calculated for the District.

Discussion

The contract for Street Improvement District 1255 was awarded to A & R Construction Co. of Plainview, Nebraska on March 8, 2005. Work on the project was completed at a construction price of \$412,912.70. Total cost of the project, including engineering, was \$549,297.66. Costs for the project break down as follows:

Original Bid	\$ 416,354.66
Underruns	(\$ 4,239.96)
Change Order #1	\$ 798.00
Sub Total (Construction Price)	\$ 412,912.70
Additional Costs:	
Outside Engineering (Olsson Assoc.)	\$ 128,126.71
Contract Administration,	
<u>Engineering, and Publication Costs</u>	<u>\$ 8,258.25</u>
Total Cost	\$ 549,297.66

The estimated total for District 1255 at the time of creation was \$584,684.10. The total assessed amount is \$315,637.57.

Alternatives

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

1. Make a motion approving a resolution to determine benefits and pass an ordinance levying the assessments.
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 determine benefits and pass an ordinance to levy Special Assessments to individual properties.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for Street Improvement District No. 1255.

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for Street Improvement District No. 1255.

RESOLUTION 2006-BE-2

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Street Improvement District No. 1255, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$315,637.57; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Street Improvement District No. 1255, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Steven A. & Linda M. Manolidis and Paul T. & Joella F. Manolidis	Lot 7, Double R. Subdivision	7,986.77
Steven A. & Linda M. Manolidis and Paul T. & Joella F. Manolidis	Lot 8, Double R Subdivision	7,986.77
Steven A. & Linda M. Manolidis and Paul T. & Joella F. Manolidis	Lot 9, Double R Subdivision	8,007.57
Gary E. & Mary G. Valasek	Lot 1, American Independence Subdivision	7,985.73
Gary E. & Mary G. Valasek	Lot 2, American Independence Subdivision	12,026.45
Gary E. & Mary G. Valasek	Lot 1, American Independence 2 nd Subdivision	9,411.45
Rodney E. & Julie R. Valasek	Lot 2, American Independence 2 nd Subdivision	15,851.14
Gary E. & Mary G. Valasek	Lot 5, American Independence Subdivision	7,166.69
Gary E. & Mary G. Valasek	Lot 6, American Independence Subdivision	8,818.27
Brian D. & Kellie E. Haynes	Lot 7, American Independence Subdivision	12,412.70
Gary E. & Mary G. Valasek	Lot 8, American Independence Subdivision	14,248.30
Gary E. & Mary G. Valasek	Lot 9, American Independence Subdivision	8,200.16
Gary E. & Mary G. Valasek	Lot 10, American Independence Subdivision	6,771.66
Gary E. & Mary G. Valasek	Lot 11, American Independence Subdivision	6,258.70
Gary E. & Mary G. Valasek	Lot 12, American Independence Subdivision	6,257.95
Gary E. & Mary G. Valasek	Lot 13, American Independence Subdivision	6,257.19
Gary E. & Mary G. Valasek	Lot 14, American Independence Subdivision	6,256.69
Gary E. & Mary G. Valasek	Lot 15, American Independence Subdivision	6,881.53
Gary E. & Mary G. Valasek	Lot 16, American Independence Subdivision	7,251.07

RESOLUTION 2006-BE-2

Gary E. & Mary G. Valasek	Lot 17, American Independence Subdivision	6,620.89
Gary E. & Mary G. Valasek	Lot 18, American Independence Subdivision	6,621.24
Gary E. & Mary G. Valasek	Lot 19, American Independence Subdivision	6,621.59
Gary E. & Mary G. Valasek	Lot 20, American Independence Subdivision	6,610.60
Scott C. & Kendra R. Kuehl	Lot 21, American Independence Subdivision	10,674.99
Gary E. & Mary G. Valasek	Lot 3, Western Heights Fifth Subdivision	7,986.77
Gary E. & Mary G. Valasek	Lot 4, Western Heights Fifth Subdivision	7,986.77
Gary E. & Mary G. Valasek	Lot 5, Western Heights Fifth Subdivision	8,026.05
City of Grand Island	Part of the SE1/4 of Section 11-11-10, more particularly described as follows: Beginning at a point on the north line of Shanna Street and 40 feet east of the west line of said SE1/4; thence north 210 feet; thence east parallel to the north line of Shanna Street to the west line of Mansfield Road; thence south on the west line of Mansfield Road to the north line of Shanna Street; thence west on the north line of Shanna Street to the point of beginning.	46,621.78
Third City Christian Church	Lot 2, Grand West Subdivision	5,227.99
Third City Christian Church	Lot 3, Grand West Subdivision	5,162.64
Third City Christian Church	Lot 4, Grand West Subdivision	5,162.64
Third City Christian Church	Lot 5, Grand West Subdivision	5,162.64
Third City Christian Church	Lot 6, Grand West Subdivision	5,162.64
Third City Christian Church	Lot 7, Grand West Subdivision	5,162.64
Third City Christian Church	Lot 8, Grand West Subdivision	5,199.60
Kenneth A. & Elaine L. Steinbeck	Lot 9, Grand West Subdivision	5,589.31
TOTAL		\$315,637.57

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Adopted by the City Council of the City of Grand Island, Nebraska, on February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item D2

**#2006-BE-3 - Consideration of Determining Benefits for 2005
Weed Abatement Program**

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney

Meeting: February 14, 2006

Subject: Determination of Benefits
2005 Weed Abatement Program

Item #'s: D-2 & F-3

Presenter(s): Douglas R. Walker, City Attorney

Background

Article III of Chapter 17 to the Grand Island City Code contains a procedure for abating nuisances created by properties that have excessive growths of weeds, grasses and other vegetation. The City Code provides for owners to receive a notice to cut their weeds and grasses and if the owners do not comply with such notice, then the City is authorized to proceed to have the work done and bill the property owner. Once the property owner has been billed, if the owner fails to pay the bill or refuses to do so, the City is authorized by Section 17-38 of the City Code to levy an assessment on the property for the amount of the mowing expenses.

Discussion

The City Council is being asked to assess the benefits for the weed abatement program that took place during the growing seasons of 2005. There were a number of properties within the City of Grand Island which were not mowed after notice had been sent that they were not in compliance. When the property owners did not respond to the notice, the City contracted to have the properties mowed and then sent a statement to the property owners for the cost of the mowing. The determination of benefits and levying of special assessments on the properties is the next step in the process of collecting on the mowing expense from those property owners who have not paid their mowing statements.

Alternatives

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

1. Approve the determination of benefits and approve levying the assessment against the property owners who have not paid their mowing bills.
2. Disapprove or /Deny the determination of benefits and levying an assessment against the property owners who have not paid their mowing bills.
3. Modify the determination of benefits and levying of special assessments to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council determine the benefits of mowing done during 2005 and levy the unpaid benefits as a lien against the properties that were mowed.

Sample Motion

Approve the determination of benefits. Approve the levying of assessments for unpaid mowing in 2005 against the properties which benefited from this service.

RESOLUTION BE-2006-3

WHEREAS, pursuant to Sections 16-230 and 16-707, Neb. R.R.S. 1943, as amended, the City Clerk of the City of Grand Island, Nebraska, gave notice at least ten days prior thereto by publication in a newspaper having general circulation in the City and by mail to persons whose addresses were known to her that the City Council would meet as a Board of Equalization to equalize special weed cutting assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for the purpose of assessing the costs and expenses of cutting and removing weeds, grasses, or worthless vegetation to the various lots and pieces of ground during the 2005 season, that:

1. The special benefits accruing to the real estate hereinafter described for each cutting is the actual expense thereof plus \$50.00 as costs for the City per lot or piece of ground or any combination thereof; and
2. The several lots and pieces of ground hereinafter described are respectively benefited by reason of such weed elimination as follows:

<u>Name/Address</u>	<u>Description</u>	<u>Assessment</u>
Duane Jensen 716 W. 15 th Street Grand Island, NE 68801	Lot 8, Block 14, Schimmer's Addition	146.00
Donald Obst Sr. 409 W. 8 th Street Grand Island, NE 68801	Lot 6, Block 11, Original Town	125.00
Tamara Werner 674 N. 27 th Street Blair, NE 68008	Lot 7, Block 74, Original Town	500.00
Iris Phillips 1213 N. Cherry Grand Island, NE 68801	Lot 4, Block 2, George Loan's Subdivision	175.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item E1

Public Hearing on Request of Douglas & Sherri Luth dba Gas Island II, 2012 N. Webb Road for a Class "B" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: February 14, 2006

Subject: Public Hearing on Request of Douglas & Sherri Luth dba Gas Island II, 2012 N. Webb Road for a Class “B” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

Douglas & Sherri Luth dba Gas Island II, 2012 N. Webb Road have submitted an application for a Class “B” Liquor License. A Class “B” Liquor License allows for the sale of beer off sale only 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. This license if approved will replace license “D-55018 for Gas Island located at 2012 North Webb Road. Attached is the Police Department memo. Approval is recommended.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the Resolution for the request of Douglas & Sherri Luth dba Gas Island II, 2012 N. Webb Road for a Class "B" Liquor License.



INTEROFFICE
MEMORANDUM
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: January 16, 2006

TO: RaNae Edwards, City Clerk

FROM: Robert Falldorf, Police Captain *Robert Falldorf*

RE: Class B #71196, Beer, Off Sale Only Liquor License

Douglas and Sherri Luth DBA Gas Island II, 2012 N Webb Road, Grand Island, Nebraska has made application for Class B #71196, 'Beer, Off Sale Only', Liquor License for their address.

The Grand Island Police Department has no objection to the issuance of the Class B #71196, 'Beer, Off Sale Only', liquor license and will have adequate officers on duty should the need arise.

RBF/rkk

**CITY OF GRAND ISLAND
LIQUOR APPLICATION CHECKLIST**

 Retail: Individual **

- Applicant is Nebraska Resident.
- Applicant is of good character and reputation in the community in which he or she resides.
- Applicants is citizen of the United States.
- Applicant has no Felony or Class I Misdemeanor convictions or guilty pleas.
- Applicants has had no prior liquor licenses issued under the Nebraska Liquor Control Act revoked.
- Applicant's spouse must qualify the same as applicant.
- ✓ Applicant owns premise or has a lease of premise for the full period for which the license is issued.
- Premise meets State Fire Marshal codes.
- ✓ Applicant is not a law enforcement officer.
- ✓ Applicant is at least 21 years of age.

X **Retail: Partnership ****

- ✓ One partner must be a resident of Nebraska.
- ✓ All partners and spouses must be citizens of the United States.
- ✓ All partners must be of good character and reputation in the community.
- ✓ All partners must not have been convicted or plead guilty to a Felony or Class I Misdemeanor. *None*
- ✓ All partners must not have had a liquor license issued under the Nebraska Liquor Control Act revoked.

___ Retail: Limited Liability Company **

___ One of the members must be a resident of Nebraska.

___ All members of such company must qualify to above individual restrictions.

___ Retail: Corporation **

___ Any officer, manager, or director of the corporation or any stockholder owning more than 25% of the stock must qualify to above individual restrictions.

___ The manager and spouse of the corporation must be a resident of Nebraska and qualify to above individual restrictions.

___ Corporation must be registered with the Secretary of State.

___ Corporation owned by a corporation, the owning corporation must register with the Secretary of State.

___ Manufacturer, Wholesaler, Railroad, Airline, Boat, Nonbeverage

___ Application filed in duplicate.

___ Beer Wholesaler must file sales territory of their brands.

___ Must file a bond.

___ Must pay registration fee and license fee.

___ No Manufacturer or Wholesaler may have interest as owner, part owner, lessee, or lessor in any retail establishment.

****All Retail Licenses:**

✓ ___ Premise is not within 150' from any church, school, hospital, or home for aged or indigent persons or for veterans, their wives or children.

✓ ___ Premise is not within 300' from any college campus.

Other Comments or Concerns:

01/16/06
10:54

Grand Island Police Dept.
LAW INCIDENT TABLE

334
Page: 1

City : Grand Island
Occurred after : 14:00:00 01/13/2006
Occurred before : 10:15:40 01/16/2006
When reported : 14:00:00 01/13/2006
Date disposition declared : 01/16/2006
Incident number : L06012211
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 2012 N Webb Rd
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PAO Police - Within limits of GI
Received by : Falldorf R
How received : P In Person
Agency code : GIPD Grand Island Police Department
Responsible officer : Falldorf R
Offense as Taken :
Offense as Observed :
Disposition : INA Inactive
Misc. number : Printed
Geobase address ID :
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	45116		Luth, Douglas C	Owner
NM	47771		Luth, Sherri L	Owner
NM	67092		Gas Island,	Business

LAW INCIDENT NARRATIVE:

Class B Liquor License Investigation for Gas Island.

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson	Dama
1				0.00

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Falldorf R	104	Falldorf R

01/16/06
10:54

Grand Island Police Dept.
LAW INCIDENT TABLE

334
Page: 2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Falldorf R	10:16:50 01/16/2006

Grand Island Police Department
Supplemental Report

On the date of 1-13-06 I received a liquor license application for Gas Island II from the City Clerk to complete an investigation on. This application was listed as a partnership with the two partners being listed as Douglas C. Luth and Sherri L. Luth, husband and wife.

I checked through the Nebraska Criminal Justice Information System data base for Nebraska criminal or traffic violations involving Douglas or Sherri Luth. Sherri had a clean record. I was able to locate two traffic related charges for Douglas Luth, which he plead guilty to by waiver on both. The first was for No Valid Registration, Class 3 Misdemeanor, in Merrick County in 1999 and the second was for Violation of Motor Carrier Safety Regulations, Class 3 Misdemeanor, in Hall County in 1999. I noted that on the top of page 3 of the liquor application, the form asks the applicants to indicate all convictions or any charges that the applicants plead guilty to, to include a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance, or resolution. I also noted that the box was checked "NO" to indicate that the applicant(s) had no convictions or guilty pleas to list.

I don't feel that this omission of the guilty pleas on the part of Douglas Luth should disqualify Mr. and Mrs. Luth for their liquor license and both appear to have good character and reputation in the community. They just need to read carefully all paperwork involved in the application process and assume the reporting responsibilities that go along with every process within obtaining a liquor license.

The Grand Island Police Department has no objection to this liquor license being issued, with the understanding that all requested forms in the future should be thoroughly read and requested information supplied.

Date, Time: 1-16-06, 10:45 AM
Reporting Officer: Captain Robert Falldorf



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item E2

**Public Hearing Concerning Acquisition of Utility Easement -
Along the East Side of Engleman Road from Potash Highway
South 1/2 Mile - Hargens**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: February 14, 2006

Subject: Acquisition of Utility Easement – Along the east side of Engleman Road from Potash Hwy, south ½ mile - Hargens

Item #'s: E-2 & G-8

Presenter(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 Glenwood H. Hargens, Trustee of the Jane H. Hargens Family Trust, and Trustee of the Hargens Family Joint Revocable Trust, located along the east side of Engleman Road from Potash Highway, south ½ mile, located in 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 continue the overhead electrical feeder along Engleman Road. The new poles will be placed 39' from the centerline of Engleman Road which will match the right-of-way when the property is developed.

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.

NW CORNER- NW 1/4,
SECTION 23-T11N-R10W

HIGHLAND

PARK

SUB.

ROAD

ENGLEMAN

SECTION LINE

OLD

POTASH

HWY

SECTION LINE

M AND M
LOT 1
SUB.

614.21'

617.50'

340.86'

346.52'

40'

7'

40'

7'

SW CORNER- NW 1/4,
SECTION 23-T11N-R10W

SOUTH LINE NW 1/4,
SECTION 23-T11N-R10W

1/4 SECTION LINE

LEGEND



INDICATES 7' WIDE
UTILITY EASEMENT



CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 300'
DATE: 1/17/2006	FILE: SEC 23.11.10



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item E3

**Public Hearing Concerning Acquisition of Utility Easement - 2900
Old Lincoln Hwy. - Military Dept. of the State of Nebraska
(National Guard Armory)**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: February 14, 2006

Subject: Acquisition of Utility Easement – 2900 Old Lincoln Hwy.
– Military Department of the State of Nebraska

Item #'s: E-3 & G-9

Presenter(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 the Military Department of the State of Nebraska, located on the north side of the Nebraska National Guard Armory located at 2900 Old Lincoln Highway, 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

The National Guard Armory is adding equipment requiring a larger electrical service. This easement will be used to locate primary electrical cable and a pad-mounted transformer to provide that new service.

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.

RYDER PARK

POINT OF
BEGINNING

235.57'

89°54'54"

80.0'

10.0'

20.0'

10.0'

325.0'

325.0'

358.0'

PART OF SE 1/4, SW1/4
SEC. 17, T-11-N, R-9-W

NORTH LINE-
OLD POTASH HWY

SE CORNER- SW 1/4
SEC. 17, T-11-N, R-9-W

400.0'

SECTION LINE

33'

33'

OLD LINCOLN HWY

673.0'

SOUTH LINE- SW 1/4
SEC. 17, T-11-N, R-9-W

LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT



CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 2/2/2006	FILE: SEC.17.11.9



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item E4

**Public Hearing Concerning Acquisition of a Public Utilities
Easement Located at 601 Congdon Avenue (Michael & Marilyn
Galvan)**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Public Hearing and Approval for Acquisition of a Public Utilities Easement Located at 601 Congdon Avenue (Michael & Marilyn Galvan)

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. A public utility easement is needed to construct public sanitary sewer to serve the dwelling at 601 Congdon Avenue.

Discussion

This easement will be used in order to have access to install, upgrade, maintain, and repair public utilities including but not limited to sanitary sewers, storm sewers, water mains, electric utility poles, overhead and underground power lines, manholes, pipelines, surface markers, and other appurtenances, upon, over, along, in, underneath and through the tract of land.

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.



7th Street

Existing Sanitary Sewer in

Public Utility Easement

New Public Utility Easement
for Extending Sanitary Sewer



Existing Sewer Main

6th Street

Congdon Ave

5th Street

4th Street



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item E5

Public Hearing on the One & Six Year Street Improvement Program

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Approving One & Six Year Street Improvement Program

Item #'s: E-5 & I-2

Presenter(s): Steven P. Riehle, Public Works Director

Background

Adoption of a One and Six Year Street Improvement Program is required by State law as part of the requirements to receive approximately three million dollars of state gas tax funds each year.

Discussion

The public, Regional Planning Commission, and Council involvement was as follows:

- Tuesday, January 24, 2006 - City Council referred Plan to Regional Planning Commission.
- Wednesday, February 2, 2006 - Regional Planning Commission conducted a Public Hearing and forwarded the recommendation to the City Council.
- Tuesday, February 14, 2006 - City Council hears presentation from staff, conducts Public Hearing and passes a Resolution adopting the Plan.

There are no changes to the original plan as published for the January 24, 2006 meeting and as presented to the Regional Planning Commission. Attached is staff's recommended One and Six Year Street Improvement Program.

Alternatives

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

1. Conduct hearing and make a motion to approve the One and Six Year Street Improvement Program.
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 the One and Six Year Street Improvement Program.

Sample Motion

Move to approve the One and Six Year Street Improvement Program.

2006 Construction Season

Northwest Grand Island
Moore's, Prairie
& Silver Creek
Flood Control Design

Widen Capital Avenue
Moore's Creek Drainway
To Webb Road
Design and Right-of-Way

Annual Paving Petition Program
Annual Asphalt Resurfacing Program
Annual Major Drainage Development
Concrete Ditch Lining
Detention Cell / Ditch Restoration
GIS Continued Maintenance
Misc. Safety Enhancements
Landscape Gateway

State Street and
Diers Avenue
Intersection Improvements

Extending Faidley Ave
650' West

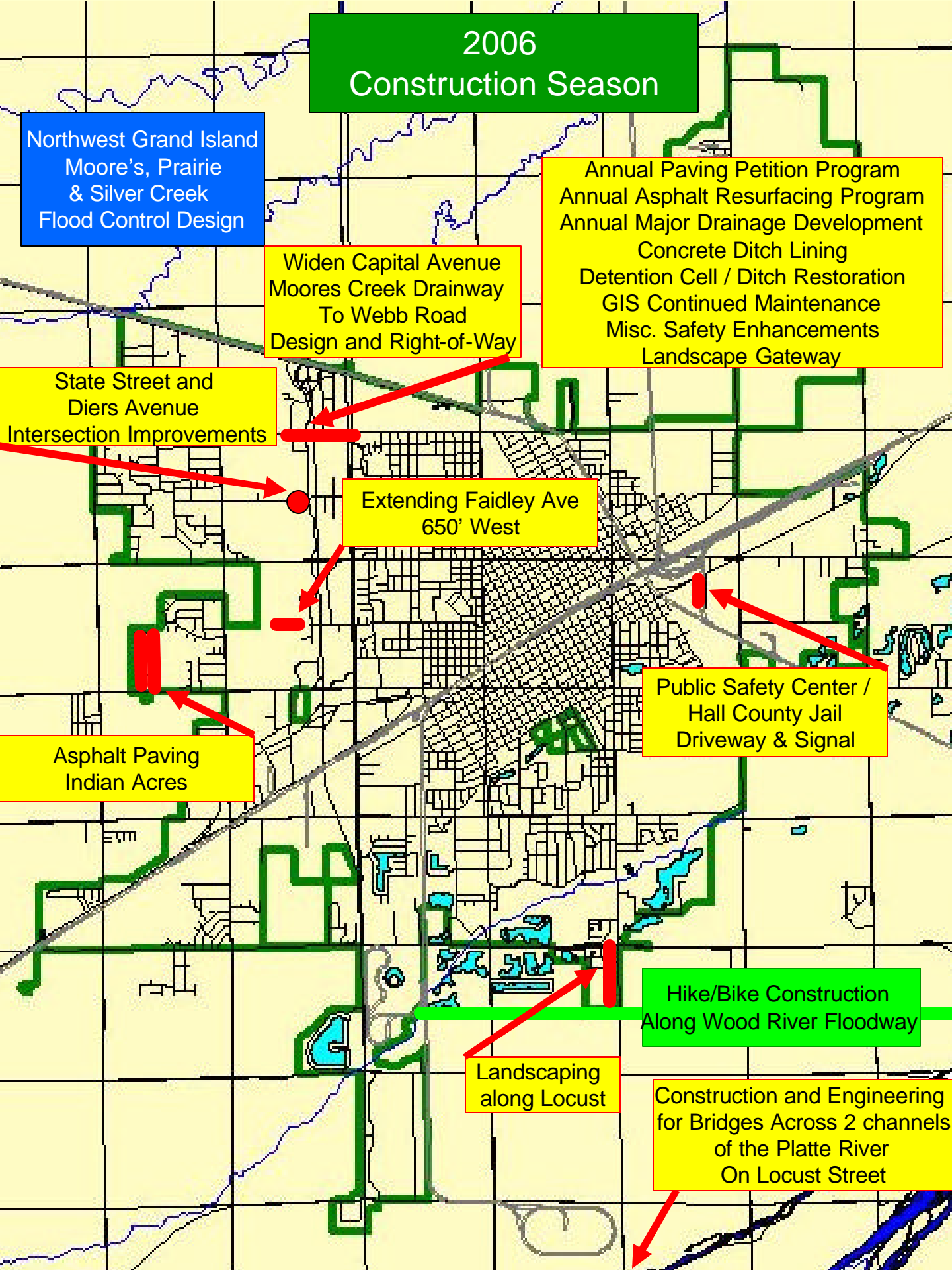
Asphalt Paving
Indian Acres

Public Safety Center /
Hall County Jail
Driveway & Signal

Hike/Bike Construction
Along Wood River Floodway

Landscaping
along Locust

Construction and Engineering
for Bridges Across 2 channels
of the Platte River
On Locust Street



2007 Construction Season

Northwest Grand Island
Moore's, Prairie
& Silver Creek
Flood Control Construction

Annual Paving Petition Program
Safety Projects - Walnut & Barr Middle School
Annual Asphalt Resurfacing Program
Annual Major Drainage Development
Concrete Ditch Lining
GIS Continued Maintenance
Landscape Gateway
Detention Cell & Ditch Restoration
Misc. Safety Enhancements

Widen Capital Avenue
Moore's Creek Drainway
To Webb Road

Independence Ave Ditch
Manchester to Capital

Extend Redwood Road
to 13th for new middle school

Widen US Hwy 30
Grant to Greenwich

Wasmer Cell
Construction

Extend Moore's Creek
Drain to South of Old Pot Ash

Design & Row for
Widening Stolley to
Heartland Events Center

Traffic Signal at
Locust St / Fonner Park Entrance

Design Blaine St
Bridge Replacements

Widen Husker Hwy
West of US Hwy 281

Traffic Signal –
US HWY 281
& /Wildood Dr.

PVIP Drainage
North Project

Grade and Pave
South Locust to I-80

Trail and 2 Bridges
along Locust to I-80

2006 CONSTRUCTION SEASON

(All Costs in \$1,000's)

No.	Project Description	Total Project	State Federal Other	City STP	City G.O. Bond	City Cap. Impr. Fund
Street Construction						
M310- 386	S. Locust, Floodway to I-80, Bridge C0040 4120R	\$690		\$552		\$138
M310- 388	S. Locust, Floodway to I-80, Bridge C0040 4125R	\$780		\$624		\$156
M310- 463	Construction E&I - Two bridges over Platte (C0040-4120R & 4125R)	\$210		\$168		\$42
M310- 468	2006 Paving Petition Program	\$0			\$0	
M310- 500	Widen Capital Avenue - Moores Creek Drainway to Webb Road (Design & ROW)	\$860				\$860
M310- 528	State St/Diers Ave - Intersection Improvements	\$390				\$390
M310- 529	Public Safety Center/Hall County Jail - Entrance Drive Const. & Drainage	\$305	\$128			\$177
M310- 407	S. Locust - HWY 34 to I-80 - Additional Landscaping	\$60	\$48			\$12
M310- 530	Traffic Signal - HWY 30 @ Public Safety Cntr/Hall County Jail Entrance	\$180	\$90			\$90
M310- 531	Asphaltic Paving - Dale Roush Subs (Indian Acres)	\$325				\$325
M310- 532	Extending Faidley Ave Paving - 650' west from existing pavement	\$195				
Street Resurfacing						
M310- 470	Annual Resurfacing Program	\$550				\$550
Drainage & Flood Control						
M310- 446	Annual Major Drainage Development	\$50				\$50
M310- 467	Concrete Lining of Drainage Ditches	\$50				\$50
M310- 509	Detention Cell/Ditch Restoration	\$50				\$50
M310- 461	Moores,Prairie, & Silver Creek Flood Control Design (Northwest Grand Island)	\$486	\$243			\$243
Other						
M310- 385	Geographic Information System (Continued Development & Maintenance)	\$25				\$25
M310- 510	Misc. Safety Enhancements	\$150				\$150
M310- 389	Hike/Bike Trail Const. along Floodway - Hall County Park to S. Locust	\$435	\$348			\$87
M310- 384	Construct One Landscaped Gateway Node (No. 1)	\$25				\$25
TOTALS:		\$5,816	\$857	\$1,344	\$0	\$3,420

2007 CONSTRUCTION SEASON

(All Costs in \$1,000's)

No.	Project Description	Total Project	State Federal Other	City STP	City G.O. Bond	City Cap. Impr. Fund
Street Construction						
M310- 409	S. Locust Grading and Median Drains for New Lanes (2007)	\$720		\$576		\$144
M310- 341	S. Locust I-80 to Floodway, Surfacing New Lanes (2007)	\$2,750		\$2,200		\$550
M310- 475	2007 Paving Petition Program	\$600			\$600	
M310- 500	Widen Capital Avenue - Moores Creek Drainway to Webb Road - Construction Hwy 30 - Grant to Greenwich - NDOR	\$3,400		\$2,550		\$850
M310- 351	Project (FY 2007)	\$3,749	\$2,999	\$750		
M310- 267	Two Bridge Replacements - Blaine @ Wood River (Engineering Design)	\$45				\$45
M310- 458	Traffic Signal - HWY 281/Wildwood Dr.	\$160	\$80			\$80
M310- 508	Wasmer Cell Construction	\$170				\$170
M310- 533	Husker Highway Widening - from 1/4 Mi. west of HWY 281 easterly to Highway 281	\$1,200		\$900		\$300
M310- 534	Extend Redwood Road to 13th St. to serve new Middle School	\$400				\$400
M310- 535	Realign Barr Mid. School entrance with Riverside Dr & signal @ Stolley/Adams	\$360	\$306			\$54
M310- 536	Traffic Signal - Locust St./Fonner Park	\$150				\$150
M310- 537	Heartland Event Center Center Entrance Realign Walnut Middle School entrance with 15th St. & install traffic signal	\$235	\$200			\$35
Street Resurfacing						
M310- 476	Annual Resurfacing Program (2007)	\$500				\$500
Drainage & Flood Control						
M310- 471	Annual Major Drainage Development (2007)	\$50				\$50
M310- 472	Concrete Lining of Drainage Ditches(2007) Moores,Prairie, & Silver Creek Flood Control for Northwest Grand Island -	\$50				\$50
M310- 461	Construction	\$780	\$420			\$360
M310- 512	Detention Cell/Ditch Restoration	\$50				\$50
M310- 485	PVIP Cells & Drainage	\$127				\$127
M310- 507	Independence Avenue Drainage	\$80				\$80
M310- 382	Moores Creek Drainage - along North Road from Rogers Well to S. of Old Potash HWY	\$200				\$200
Other						
M310- 385	Geographic Information System (Continued Development & Maintenance)	\$25				\$25
M310- 513	Misc. Safety Enhancements	\$150				\$150
M310- 387	Construct One Landscaped Gateway Node (No. 2)	\$25				\$25
M310- 408	Hike/Bike Bridge Superstructure over two Platte River Channels	\$350	\$280			\$70
M310- 431	Hike/Bike Trail Construction, S. Locust - Floodway to I-80	\$600	\$480			\$120
TOTALS:		\$16,926	\$4,765	\$6,976	\$600	\$4,585

2008 Construction Season

(All costs in \$1,000s)

No.	Project Description	Total Project	State Federal Other	City STP	City G.O. Bond	City Cap. Impr. Fund
Street Construction						
M310- 490	Annual Paving Petition Program (2008) Stolley Park Rd widening, Locust to Fonner	\$750			\$750	
M310- 487A	Park Ent. (Eng Design & ROW) Faidley Ave. - Moores Creek Ditch to North	\$150			\$150	
M310- 353	Rd. Two Bridge Replacements - Blaine @ Wood	\$1,250			\$1,250	
M310- 267	River Independence Avenue Paving - Shanna St.	\$250	\$120			\$130
M310- 480	to Manchester Ave. Round-a-bout - Capital Ave/North Rd	\$1,050			\$1,050	
M310- 538	Intersection	\$360				\$360
M310- 539	3rd Street Widening - Adams to Eddy St.	\$90				\$90
Street Resurfacing						
M310- 491	Annual Resurfacing Program (2008)	\$500				\$500
Drainage & Flood Control						
M310- 492	Annual Major Drainage Development (2008)	\$500				\$500
M310- 493	Concrete Lining of Drainage Ditches(2008) Moores,Prairie, & Silver Creek Flood	\$50				\$50
M310- 461	Control - Construction for Northwest Grand Island	\$780	\$420			\$360
M310- 514	Detention Cell/Ditch Restoration	\$50				\$50
M310- 485	PVIP Cells & Drainage Construct Drainway from CCC area to	\$263				\$263
M310- 459	Wood River Moores Creek Drainage - along North Road	\$425				\$425
M310- 511	from Old Potash HWY to Edna Dr.	\$150				\$150
Other						
M310- 414	Hike/Bike Trail Construction, S. Locust to Morman Island. (Parallel to I-80)	\$600	\$480			\$120
M310- 385	Geographic Information System (Continued development and maintenance)	\$25				\$25
M310- 515	Misc. Safety Enhancements Construct One Landscaped Gateway Node	\$150				\$150
M310- 390	(No 3) Illuminating Lighting - HWY 281, Stolley to	\$25				\$25
M310- 497	Old Potash	\$250				\$250
TOTALS		\$7,668	\$1,020	\$0	\$3,200	\$3,448

2009 Construction Season

(All costs in \$1,000s)

No.	Project Description	Total Project	State Federal Other	City STP	City G.O. Bond	City Cap. Impr. Fund
Street Construction						
M310- 501	Annual Paving Petition Program (2009)	\$750			\$750	
M310- 334	Widen Eddy Street Underpass to 5-lanes on south end	\$175				\$175
M310- 487	Stolley Park Rd widening, Locust to Fonner					
M310- 487	Park Entrance (Construction)	\$1,200			\$1,200	
M310- 540	Intersection Improvements @ 13th & North Road	\$300				\$300
Street Resurfacing						
M310- 503	Annual Resurfacing Program (2009)	\$500				\$500
Drainage & Flood Control						
M310- 504	Annual Major Drainage Development (2009)	\$500				\$500
M310- 505	Concrete Lining of Drainage Ditches(2009)	\$50				\$50
M310- 461	Moore's, Prairie, & Silver Creek Flood Control - Construction	\$780	\$420			\$360
M310- 516	Detention Cell/Ditch Restoration	\$50				\$50
Other						
M310- 385	Geographic Information System (Continued development and maintenance)	\$25				\$25
M310- 518	Misc. Safety Enhancements	\$150				\$150
M310- 397	Construct One Landscaped Gateway Node (No 4)	\$25				\$25
M310- 447	Hike/Bike Trail Construction - State St. to Veterans Home	\$600	\$480			\$120
TOTALS		\$5,105	\$900	\$0	\$1,950	\$2,255

2010 Construction Season

(All costs in \$1,000s)

No.	Project Description	Total Project	State Federal Other	City STP	City G.O. Bond	City Cap. Impr. Fund
Street Construction						
M310- 519	Annual Paving Petition Program (2010) Hwy 30 - Hwy 281 to west City Limits -	\$750			\$750	
M310- 352	NDOR Project	\$9,449	\$7,559		\$1,890	
Street Resurfacing						
M310- 522	Annual Resurfacing Program (2010)	\$500				\$500
Drainage & Flood Control						
M310- 523	Annual Major Drainage Development (2010)	\$500				\$500
M310- 524	Concrete Lining of Drainage Ditches(2010) Moore's,Prairie, & Silver Creek Flood	\$50				\$50
M310- 461	Control - Construction	\$780	\$420			\$360
M310- 525	Detention Cell/Ditch Restoration	\$50				\$50
Other						
M310- 385	Geographic Information System (Continued development and maintenance)	\$25				\$25
M310- 527	Misc. Safety Enhancements Construct One Landscaped Gateway Node	\$150				\$150
M310- 415	(No. 5)	\$25				\$25
M310- 517	Hike/Bike Trail Const. - Veterans Home to Eagle Scout Park	\$600	\$480			\$120
TOTALS:		\$12,879	\$8,459	\$0	\$2,640	\$1,780

2011 and After Construction

(All costs in \$1,000s)

No.	Project Description	Total Project	State Federal Other	City STP	City G.O. Bond	City Cap. Impr. Fund
Street Construction						
M310- 541	Annual Paving Petition Program (2011)	\$750			\$750	
M310- 89	Capital Ave - Webb to Broadwell Ave	\$2,500			\$2,500	
M310- 520	Capital Ave - Broadwell to St. Paul Road	\$2,500			\$2,500	
M310- 499	Grade Separation Broadwell @ UPRR	\$12,000	\$600		\$11,400	
M310- 502	East Bypass Grade Separation @ UPRR	\$16,000	\$800		\$15,200	
	S. Locust - Illumination Lighting S. City					
M310- 498	Limits to I-80	\$1,000				\$1,000
	Hwy 34 - Locust to Hwy 281 - NDOR					
M310- 411	Project	\$6,679	\$5,343		\$1,336	
M310- 521	Swift Road - WWTP to Shady Bend Rd	\$450				\$450
Street Resurfacing						
M310- 542	Annual Resurfacing Program (2011)	\$500				\$500
Drainage & Flood Control						
M310- 543	Annual Major Drainage Development (2011)	\$500				\$500
M310- 544	Concrete Lining of Drainage Ditches(2011)	\$50				\$50
	Moore's, Prairie, & Silver Creek Flood					
M310- 461	Control - Construction (Due remainder of Project)	\$4,680	\$2,520			\$2,160
M310- 525	Detention Cell/Ditch Restoration	\$50				\$50
Other						
M310- 435	Construct One Landscaped Gateway Node (No. 6)	\$25				\$25
M310- 385	Geographic Information System (Continued development and maintenance)	\$25				\$25
M310- 416	BLDG Improvements at West Yard	\$375				\$375
	Hike/Bike Trail Const. along Floodway - S.					
M310- 526	Locust to Platte River	\$600	\$480			\$120
M310- 527	Misc. Safety Enhancements	\$150				\$150
TOTALS		\$48,834	\$9,743	\$0	\$33,686	\$5,405



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item E6

**Public Hearing Concerning Amendments to Chapter 33-1 of the
City Code Relative to the Definition of Streets**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: February 14, 2006

Subject: Changes to Chapter 33 City Code

Item #'s: E-6 & F-6

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

Background

This application proposes to amend the Subdivision Ordinance for the City of Grand Island. Amendments to be considered pertain to the Definition of Street. This change is being considered at the request of the developers of LaRue Subdivision.

Street shall include public streets, highways, avenues, boulevards, parkways, roads, lanes, alleys, viaducts, subways, tunnels, bridges, public easements and right-of-way. Where explicitly authorized by the City Council, private streets may be authorized ~~as part of planned developments~~ *with the subdivision agreement*

Discussion

The current Grand Island regulations only allow for the provision of private streets in Planned Unit Developments (the CD-Commercial Development and RD-Residential Development zones). The developers of LaRue Subdivision are requesting a change to the regulations that would allow the development of private streets by council approval with the subdivision agreement. Council would, as always, have full control over the standards to which such streets could be built.

In this specific case, the request is being made so that federal funds from low income housing tax credits can be used to pay for the street. These funds can be used to fund private streets necessary for the development but they cannot be used to fund public streets. The developers are proposing to build the streets to the standard 37 foot width required by the City and to submit plans for approval similar to what would be done for a public street. After the expiration of the tax credits (15 years), these streets would become public streets.

No members of the public spoke regarding this proposed change at the Planning Commission hearing.

An ordinance with the proposed changes will be considered at this meeting.

Alternatives

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

1. Approve the changes to Chapter 33 as presented
2. Modify the changes to Chapter 33 to meet the wishes of the Council
3. Table the issue

Recommendation

A motion was made by Reynolds 2nd by Miller to approve the Changes to Chapter 33 as presented.

A roll call vote was taken and the motion passed with 9 members present (Amick, Reynolds, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Hayes) voting in favor.

Sample Motion

Approve the changes to Chapter 33 of the Grand Island City Code.



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item E7

**Public Hearing Concerning Annexation of Property Proposed for
Platting as Ewoldt Subdivision an Addition to the City of Grand
Island, Located South of Husker Highway and West of U.S.
Highway 281**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: February 14, 2006
Subject: Annexation
Item #'s: E-7 & F-7
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

Annexation of land proposed for platting as Ewoldt Subdivision an addition to the City of Grand Island, located in the NE ¼ 36-11-10 into the Grand Island City Limits.

Discussion

This property is contiguous with the Grand Island City Limits. The owners have requested this annexation by proposing to plat this property as an addition to the City.

This property is substantially within the Grand Island Utilities Electrical Service District. Sewer and water are available to this property. This property is within the Cedar Hollow/Northwest School Districts. This annexation will not impact the two-mile extraterritorial jurisdiction of Grand Island.

Alternatives

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

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

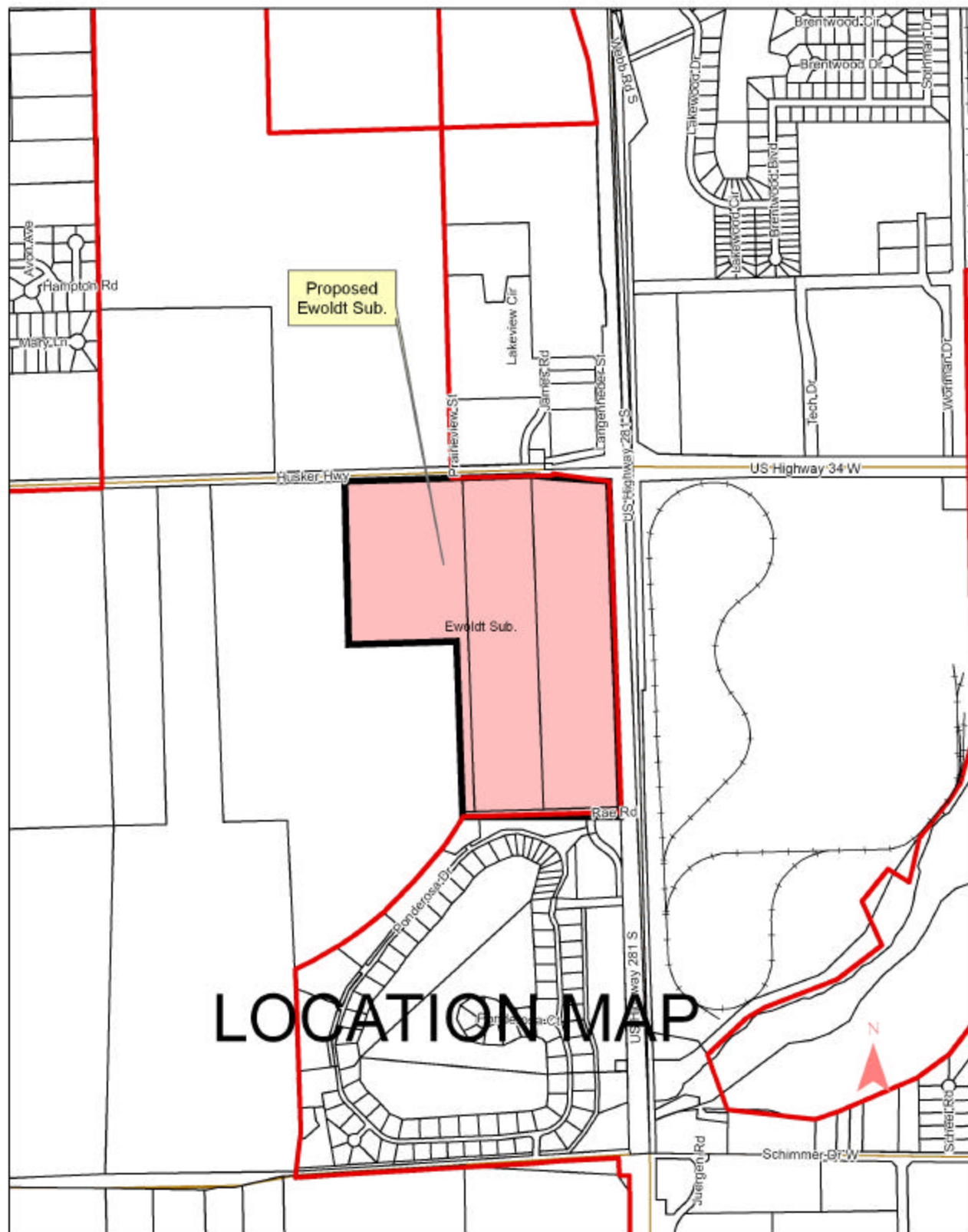
Recommendation

A motion was made by Amick 2nd by Miller to approve and recommend that the City of Grand Island **approve** this annexation and as presented.

A roll call vote was taken and the motion passed with 9 members present (Amick, Reynolds, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Hayes) voting in favor.

Sample Motion

Approve the annexation as Submitted.



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

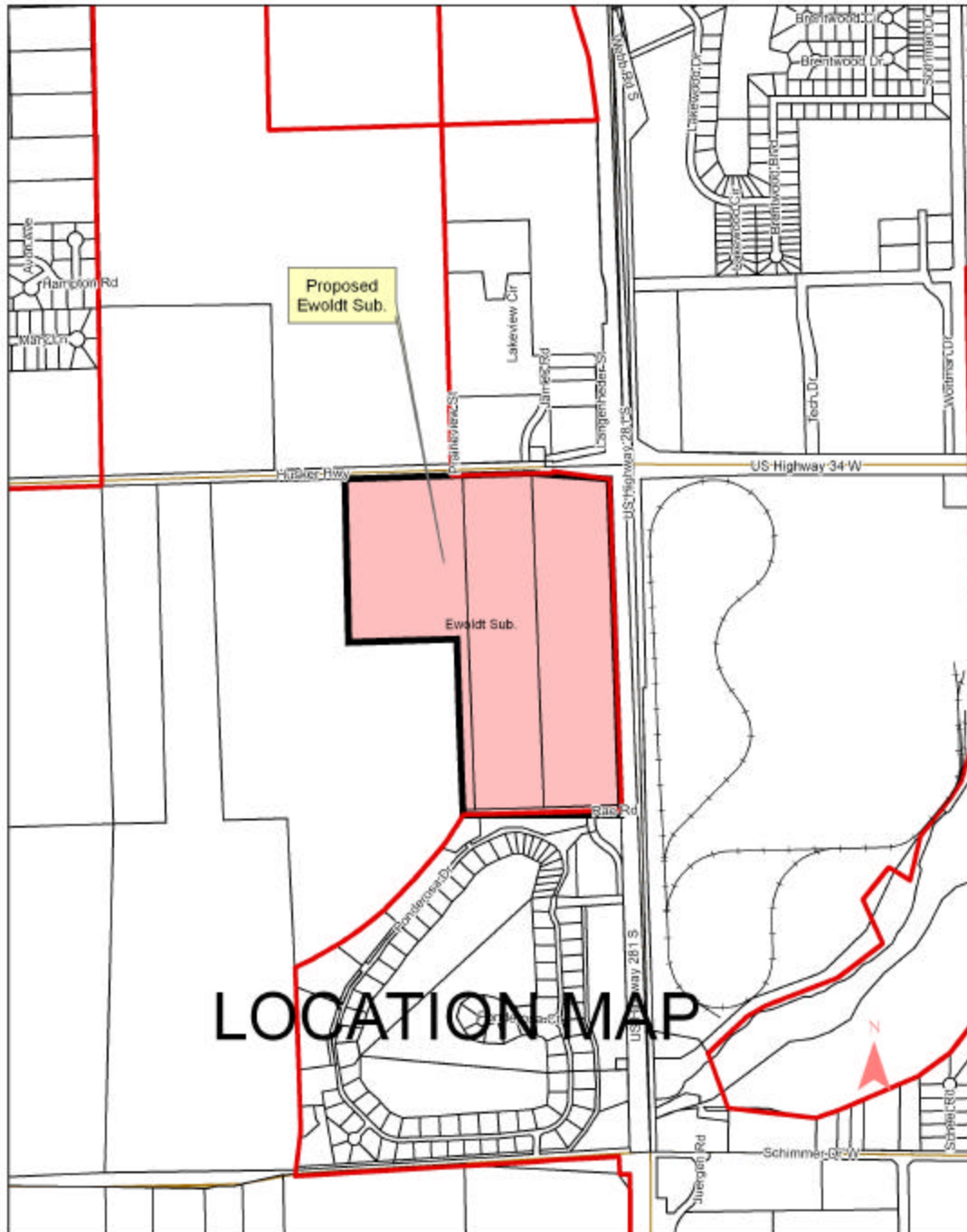
Annexation of adjacent properties can also be considered upon the request of the owner(s) of the property. Husker Retail LLC has submitted a plat for the Ewoldt Addition to the City of Grand Island for approval. This plat is concerned with property in the NE ¼ of 36-11-10. They are platting this property with the intent of developing it for commercial purposes. Submission of a final plat as an addition to the City is done when the developer wishes the City to annex the 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 located in the western part of the community. It is south of Husker Highway and west of U.S. Highway 281. 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 habitable 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. **Police Protection.** 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. **Fire Protection.** 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 #3 located on Webb Road south of Stolley Park Road.

3. **Emergency Medical Services.** 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. Wastewater (Sanitary Sewer). The City of Grand Island will provide sanitary sewer services in the area through existing sewer lines. No city costs would be anticipated. Sewer is adjacent to the property and the property owner will be responsible for extending lines with development.

5. Maintenance of Roads and Streets. 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 Husker Highway are already maintained by the City of Grand Island

6. Electric Utilities. This Annexation area is currently provided electrical services by the City of Grand Island. The easterly 80 acres is in the Grand Island Utilities Service territory and the west 20 acres is in the Southern Public Power District territory and will be brought into the Grand Island Utilities territory with this annexation. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services
- Street lights

7. Water Utilities. The City of Grand Island, Utilities Department, currently maintains the water utilities services for the proposed annexation area. Water lines are available and the developer will be responsible for the extending water lines to serve the development.

8. Maintenance of Parks, Playgrounds, and Swimming Pools 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. Building Regulations. 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. Code Compliance. 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

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

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

Financial Impacts of Capital Avenue Properties Annexation

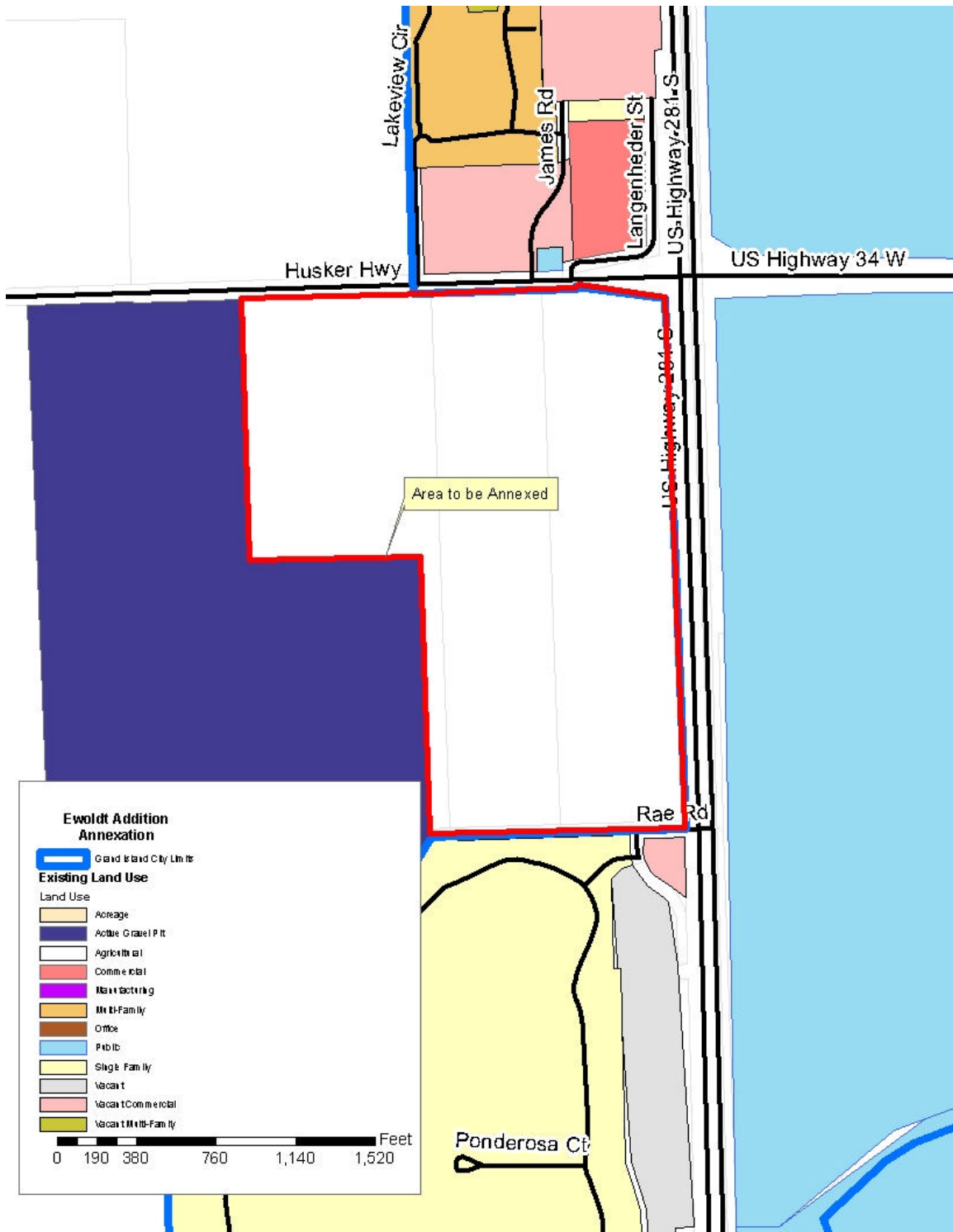
Financial Impact	Before Annex	After Annex
Property Valuation	\$158,738	\$158,738
City sales tax now applicable	none	1.5%
Assume \$235,839 Value		
2004 City property taxes	0	0.250001/\$396.85.
Community Redevelopment Authority	0	0.024287/\$38.55
Rural fire services	0.06034/\$95.78	0/\$0
Fire Bond	0.014679/\$23.30	0.014679/\$23.30*
Cedar Hollow to GIPS	1.120223/\$1778.22	1.075781/\$1707.67
CH Bond	0.076716/\$121.77	0.076716/\$121.77*
NW Bond	0.067911/\$107.80	0.067911/\$107.80*

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

Total property tax levy	1.880403/\$2984.91	2.041857/\$3253.98
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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





City of Grand Island

Tuesday, February 14, 2006

Council Session

Item E8

**Public Hearing on Application for Edward Byrne Memorial
Justice Assistance Grant (JAG) 2006**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Captain Robert Falldorf, Police Department

Meeting: February 14, 2006

Subject: Edward Byrne Memorial Justice Assistance Grant (JAG) 2006

Item #'s: E-8 & G-25

Presenter(s): Steve Lamken, Chief of Police

Background

The Grand Island Police Department and Hall County Sheriff's Department are eligible to receive Justice Assistance Grant money from the U.S. Department of Justice in 2006. This grant money replaces the Local Law Enforcement Block Grant money we have received in previous years. This year, a combined amount for both agencies of \$19,530 has been awarded and can be spent over a four year period. The Grand Island Police Department will serve as the fiscal agency on this grant. The Hall County Sheriff's Department will be a cooperative agency and will receive \$4,882.50, leaving the Grand Island Police Department with \$14,647.50.

Discussion

There is a federal mandate that requires a public hearing regarding the application process and disbursement of the JAG funds. \$9,765 from the grant funds awarded to the Grand Island Police Department is tentatively allocated to purchase Data911 mobile data and video equipment for patrol vehicles. The remaining \$4,882.50 from the grant funds awarded to the Grand Island Police Department is tentatively allocated to the Central Nebraska Drug Court for operational costs. All funds awarded to the Hall County Sheriff's Department (\$4,882.50) as a cooperative agency are tentatively allocated to purchase computer equipment for Sheriff's Department.

Alternatives

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

1. Approve the application and suggested disbursement of JAG funds.
2. Send to committee for further discussion.
3. Table for more discussion.
4. Take no action.

Recommendation

City Administration recommends that the Council approve the application and suggested disbursement as presented.

Sample Motion

Approve the application and suggested disbursement of Justice Assistance Grant funding.

GMS APPLICATION NUMBER 2006-F1371-NE-DJ

THE STATE OF NEBRASKA

COUNTY OF HALL

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GRAND ISLAND, NEBRASKA
AND COUNTY OF HALL, NEBRASKA

2006 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this _____ day of February, 2006, by and between The County of Hall, acting by and through its governing body, The Hall County Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Grand Island, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hall County, State of Nebraska, witnesseth:

WHEREAS, the City and County may apply for a direct award from the Justice Assistance Grant Program of \$19,530 and the City shall act as fiscal agent for this award and file the joint application on behalf of the City and County: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$4,882.50 from the \$19,530 JAG award: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and City agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$4,882.50 of JAG funds.

GMS APPLICATION NUMBER 2006-F1371-NE-DJ

Section 2.

COUNTY agrees to use the \$4,882.50 JAG funds by 9-30-09.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

CITY OF GRAND ISLAND, NEBRASKA

COUNTY OF HALL, NEBRASKA

Mayor

Board Chairperson

ATTEST: APPROVED AS TO FORM

City Clerk

County Clerk

City Attorney

Deputy County Attorney



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item F1

**#9026 - Consideration of Annexation of Property Located South of
Old Potash Highway and East of Engleman Road (Second Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: February 14, 2006

Subject: Annexation - Ordinance (Second Reading)

Item #'s: F-1

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

Background

Annexation of land, located in the SE ¼ NW ¼ 12-11-10 into the Grand Island City Limits see the attached map.

Discussion

On December 7th, 2005 the Hall County Regional Planning Commission held a public hearing before considering this matter.

No members of the public testified at the hearing held by the Regional Planning Commission.

This property is adjacent to and contiguous with the Grand Island City along a portion of its northern property line.

Water is available to the property included in this annexation request. Sewer is approximately ¼ mile to the east of this project and will be extended by the developer to serve this property. This property is within the Grand Island Utilities Electrical Service District. This property is not within the Grand Island School District. Annexing these properties **will** impact the two mile extraterritorial jurisdiction of Grand Island. Proposed changes to the zoning map will be forwarded to council prior to the third reading of this ordinance as readoption of the Official Grand Island Zoning Map.

Alternatives

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

1. Approve the annexation as presented
2. Modify the annexation to meet the wishes of the Council

3. Table the issue

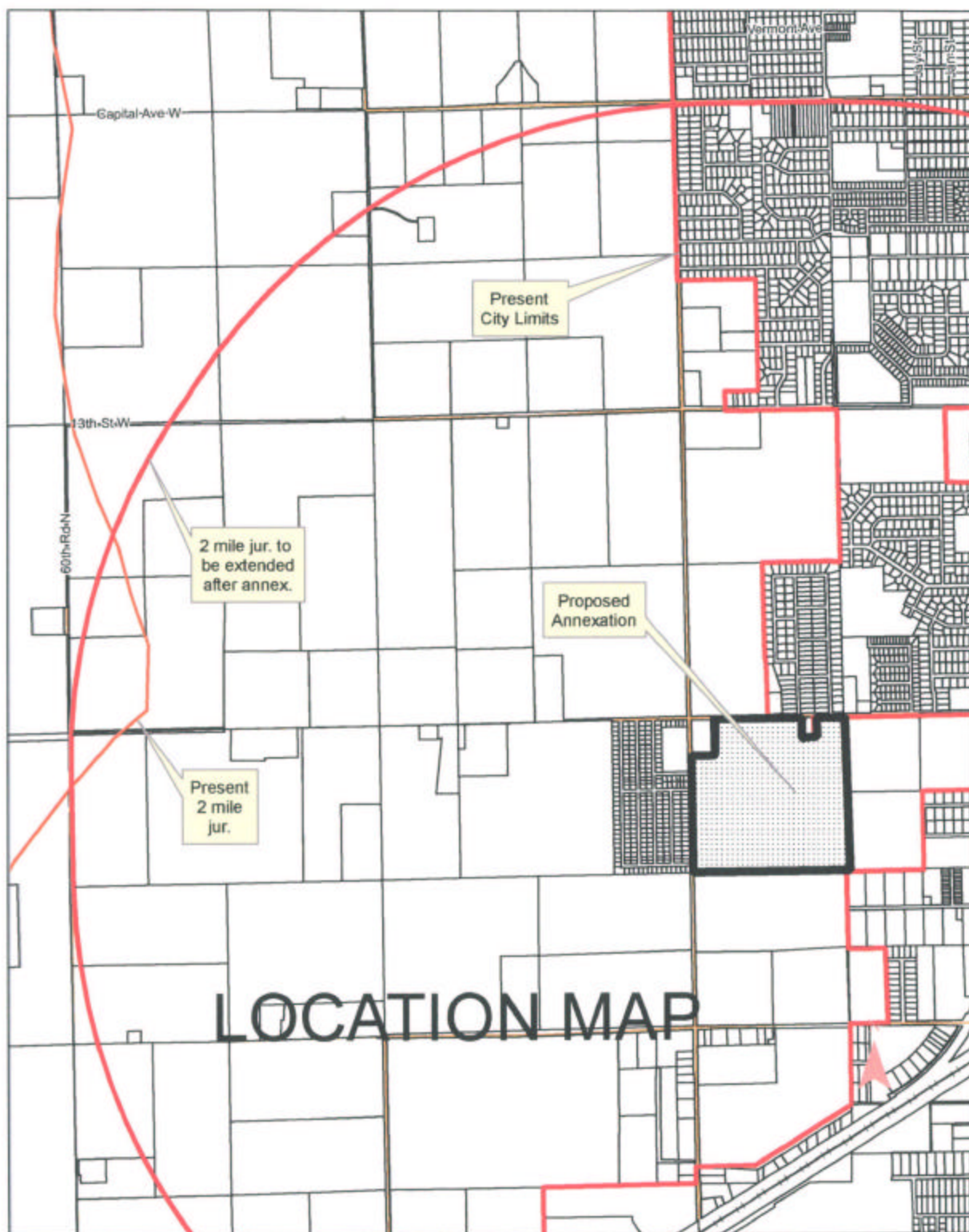
Recommendation

A motion was made by Hayes 2nd by Brown to approve and recommend that the City of Grand Island **approve** this annexation and 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 annexation as Submitted



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9026

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprising the Northwest Quarter (NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in Hall County, Nebraska; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on December 7, 2005, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, 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 6th 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.

Approved as to Form	<input type="checkbox"/> _____
February 9, 2006	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9026 (Cont.)

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.

WHEREAS, after public hearing on January 24, 2006, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on January 24, 2006, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tract of land is urban or suburban in character, and that the subject property is contiguous or adjacent to the corporate limits of said City.

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

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed.

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

ORDINANCE NO. 9026 (Cont.)

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

(E) The plan for extending City services adopted by the City Council by the passage and approval of Resolution No. 2005-349 is hereby approved and ratified as amended.

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

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

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

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

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

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

ORDINANCE NO. 9026 (Cont.)

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

Approved on Second Reading on February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerka



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item F2

**#9027 - Consideration of Assessments for Street Improvement
District No. 1255; Independence Avenue, Shanna Street & Lariat
Lane**

This item relates to the aforementioned Board of Equalization Item D-1.

Staff Contact: Steven P. Riehle, Public Works Director

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9027

An ordinance to assess and levy a special tax to pay the cost of construction of Street Improvement District No. 1255 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provision of the Grand Island City Code, ordinances, and 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. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said Street Improvement District No. 1255 located along Independence Avenue, Shanna Street and Lariat Lane in the city of Grand Island, Nebraska, as adjudged by the Council of said City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney

ORDINANCE NO. 9027 (Cont.)

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Steven A. & Linda M. Manolidis and Paul T. & Joella F. Manolidis	Lot 7, Double R. Subdivision	7,986.77
Steven A. & Linda M. Manolidis and Paul T. & Joella F. Manolidis	Lot 8, Double R Subdivision	7,986.77
Steven A. & Linda M. Manolidis and Paul T. & Joella F. Manolidis	Lot 9, Double R Subdivision	8,007.57
Gary E. & Mary G. Valasek	Lot 1, American Independence Subdivision	7,985.73
Gary E. & Mary G. Valasek	Lot 2, American Independence Subdivision	12,026.45
Gary E. & Mary G. Valasek	Lot 1, American Independence 2 nd Subdivision	9,411.45
Rodney E. & Julie R. Valasek	Lot 2, American Independence 2 nd Subdivision	15,851.14
Gary E. & Mary G. Valasek	Lot 5, American Independence Subdivision	7,166.69
Gary E. & Mary G. Valasek	Lot 6, American Independence Subdivision	8,818.27
Brian D. & Kellie E. Haynes	Lot 7, American Independence Subdivision	12,412.70
Gary E. & Mary G. Valasek	Lot 8, American Independence Subdivision	14,248.30
Gary E. & Mary G. Valasek	Lot 9, American Independence Subdivision	8,200.16
Gary E. & Mary G. Valasek	Lot 10, American Independence Subdivision	6,771.66
Gary E. & Mary G. Valasek	Lot 11, American Independence Subdivision	6,258.70
Gary E. & Mary G. Valasek	Lot 12, American Independence Subdivision	6,257.95
Gary E. & Mary G. Valasek	Lot 13, American Independence Subdivision	6,257.19
Gary E. & Mary G. Valasek	Lot 14, American Independence Subdivision	6,256.69
Gary E. & Mary G. Valasek	Lot 15, American Independence Subdivision	6,881.53
Gary E. & Mary G. Valasek	Lot 16, American Independence Subdivision	7,251.07
Gary E. & Mary G. Valasek	Lot 17, American Independence Subdivision	6,620.89
Gary E. & Mary G. Valasek	Lot 18, American Independence Subdivision	6,621.24
Gary E. & Mary G. Valasek	Lot 19, American Independence Subdivision	6,621.59
Gary E. & Mary G. Valasek	Lot 20, American Independence Subdivision	6,610.60
Scott C. & Kendra R. Kuehl	Lot 21, American Independence Subdivision	10,674.99
Gary E. & Mary G. Valasek	Lot 3, Western Heights Fifth Subdivision	7,986.77
Gary E. & Mary G. Valasek	Lot 4, Western Heights Fifth Subdivision	7,986.77
Gary E. & Mary G. Valasek	Lot 5, Western Heights Fifth Subdivision	8,026.05
City of Grand Island	Part of the SE1/4 of Section 11-11-10, more particularly described as follows: Beginning at a point on the north line of Shanna Street and 40 feet east of the west line of said SE1/4; thence north 210 feet; thence east parallel to the north line of Shanna Street to the west line of Mansfield Road; thence south on the west line of	46,621.78

ORDINANCE NO. 9027 (Cont.)

	Mansfield Road to the north line of Shanna Street; thence west on the north line of Shanna Street to the point of beginning.	
Third City Christian Church	Lot 2, Grand West Subdivision	5,227.99
Third City Christian Church	Lot 3, Grand West Subdivision	5,162.64
Third City Christian Church	Lot 4, Grand West Subdivision	5,162.64
Third City Christian Church	Lot 5, Grand West Subdivision	5,162.64
Third City Christian Church	Lot 6, Grand West Subdivision	5,162.64
Third City Christian Church	Lot 7, Grand West Subdivision	5,162.64
Third City Christian Church	Lot 8, Grand West Subdivision	5,199.60
Kenneth A. & Elaine L. Steinbeck	Lot 9, Grand West Subdivision	5,589.31
TOTAL		\$315,637.57

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in fifty days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years, one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; and one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of fourteen percent (14.0%) per annum shall be paid thereon, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Paving District Assessment Fund" for Street Improvement District No. 1255.

ORDINANCE NO. 9027 (Cont.)

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

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

Enacted: February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item F3

#9028 - Consideration of Assessments for 2005 Weed Abatement Program

This item relates to the aforementioned Board of Equalization Item D-2.

Staff Contact: Doug Walker

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ORDINANCE NO. 9028

An ordinance levying a special tax to pay the cost to the City of cutting, destroying, and removing weeds, grasses, or worthless vegetation, pursuant to Sections 17-36 and 17-38 of the Grand Island City Code upon certain lots and pieces of ground; providing for the collection thereof; repealing ordinances or parts of ordinances in the Grand Island City Code in conflict herewith; and providing for the publication and effective date of this ordinance.

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

SECTION 1. A special tax is hereby levied for the cost of cutting, destroying, and removing weeds, grasses, or worthless vegetation upon the hereinafter described lots and pieces of ground during the 2005 season in proportion to the special benefits to such real estate as determined and assessed by the City Council sitting as a Board of Equalization after due notice thereof, in the following amounts:

<u>Name/Address</u>	<u>Description</u>	<u>Assessment</u>
Duane Jensen 716 W. 15 th Street Grand Island, NE 68801	Lot 8, Block 14, Schimmer's Addition	146.00

Approved as to Form ☐ _____
February 9, 2006 ☐ City Attorney

ORDINANCE NO. 9028 (Cont.)

Donald Obst Sr. 409 W. 8 th Street Grand Island, NE 68801	Lot 6, Block 11, Original Town	125.00
Tamara Werner 674 N. 27 th Street Blair, NE 68008	Lot 7, Block 74, Original Town	500.00
Iris Phillips 1213 N. Cherry Grand Island, NE 68801	Lot 4, Block 2, George Loan's Subdivision	175.00

SECTION 2. Such special tax shall be due and payable to the City thirty (30) days after such levy and shall become delinquent fifty (50) days after such levy. After the same shall become delinquent, interest at the rate of 14 percent (14%) per annum shall be paid thereon. The same shall be collected in the same manner as other city taxes.

SECTION 3. Such special taxes shall be collected by the Finance Director of the City of Grand Island, Nebraska, as provided by law.

SECTION 4. Such special taxes, if not previously paid, shall be certified to the County Clerk at the same time as the next certification for general revenue purposes.

SECTION 5. Such special taxes, when received, shall be applied to reimburse the general fund.

SECTION 6. All ordinances or parts of ordinances or provisions in the Grand Island City Code in conflict herewith be, and the same hereby are, repealed.

SECTION 7. 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. 9028 (Cont.)

Enacted: February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item F4

#9029 - Consideration of Amendments to Chapter 1 of the City Code Relative to Definitions

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney

Meeting: February 14, 2006

Subject: Revisions to Chapter 1 of the Grand Island City Code
Relative to Definitions

Item #'s: F-4

Presenter(s): Douglas R. Walker, City Attorney

Background

One of the goals set forth this year by City Administration, the Mayor and City Council was to make revisions to the Grand Island City Code to update it to reflect current state law to clarify ambiguous portions of the code and delete sections of the code that have become obsolete.

Discussion

The proposed ordinance would revise several sections in Chapter 1 of the Grand Island City Code. There are several changes made in Section 1-2 regarding definitions and rules of construction. Also changed was Section 1-8(2) to reflect a change that has occurred in state law which now allows up to \$500 in fines for violations of the City Code rather than \$100 which was the standard under state statute when this section was adopted. Also recommended for revision is Section 1-13 regarding the sale of property which has been changed to reflect the change in the method of doing business via the internet and electronic medium.

Alternatives

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

1. Move to approve the revisions to the City Code as drafted by city staff.
2. Disapprove or deny the ordinance which would revise the City Code in which event the current provisions of the code would remain in effect.

3. Modify the recommendations of city staff for changing the City Code.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the changes recommended by city staff to Chapter 1 of the City Code.

Sample Motion

Motion to approve the ordinance revising code sections 1-2, 1-8 and 1-13 of the Grand Island City Code.

ORDINANCE NO. 9029

An ordinance to amend Chapter 1 of the Grand Island City Code; to amend Sections 1-2, 1-8, and 1-13 pertaining to general housekeeping issues; to repeal Sections 1-2, 1-8, and 1-13 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 1-2 of the Grand Island City Code is hereby amended to read as follows:

§1-2. Definitions and Rules of Construction

In the construction of this Code and all other ordinances of the City, the following rules shall be observed, unless such construction would be inconsistent with the manifest intent of the council or the context clearly requires otherwise:

City. The words "city", "the city," or "this city" shall be construed as if followed by the words "of Grand Island, Nebraska."

Code. The words "the Code" or "this Code" shall mean "The Grand Island City Code."

Computation of Time. The time within which an act is to be done is computed by excluding the first day and including the last, unless the last day falls upon any legal holiday or on Saturday, in which case the period runs until the end of the next day.

Council. Whenever the word "council" is used, it shall be construed to mean the council of the City of Grand Island, Nebraska.

County. The words "the county" or "this county" shall mean Hall County, Nebraska.

Day. A day is a 24-hour period of time between any midnight and the ~~midnight~~ following midnight.

Daytime, Nighttime. "Daytime" is the period of time between sunrise and sunset. "Nighttime" is the period of time between sunset and sunrise.

Gender. The masculine gender includes the feminine ~~and neuter~~.

In the City. The words "in the city" shall mean and include all territory over which the city now has or shall hereafter acquire jurisdiction for the exercise of its police powers or other regulatory powers.

Joint Authority. All words giving joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

Month. The word "month" shall mean a calendar month.

Number. The singular number includes the plural and the plural includes the singular.

Oath. "Oath" includes affirmation.

Offense. The doing of any act or thing prohibited or the failing to do any act or thing commanded to be done in this Code within the city is hereby declared to be an offense against the public peace, safety, morals, and general welfare of the people of the City.

Or, And. "Or" may be read "and," and "and" may be read "or," if the sense requires it.

Owner. The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety of the whole or of a part of such building or land, or vendee in possession under a land sale contract.

Person. "Person" includes but is not limited to individuals, corporations, associations, firms, partnerships and limited liability companies ~~joint stock companies~~.

ORDINANCE NO. 9029 (Cont.)

Preceding, following. The words "preceding" and "following" mean next before and next after, respectively.

Property. The word "property" shall include real and personal property.

Public place. The words "public place" shall mean any public place or building or any private place, business or building, open to and frequented by the public.

Real property. Real property shall mean any estate or interest in land, including all buildings, fixtures and improvements thereon and all rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, used or enjoyed with said land, or any part thereof. ~~The words "real property" shall include lands, tenements and hereditaments.~~

Shall, may. "Shall" is mandatory and "may" is permissive.

Signature or subscription by mark. "Signature" or "subscription by mark" includes a mark when the signer or subscriber cannot write, such signer's or subscriber's name being written near the mark by a witness who writes his own name near the signer's or subscriber's name; but a signature or subscription by mark can be acknowledged or can serve as a signature or subscription to a sworn statement only when one witness shall sign his own name thereto.

State. The word "the state" or "this state" shall be construed to mean the State of Nebraska.

Tenant or occupant. The words "tenant" or "occupant," applied to a building or land, shall include any person holding a written or an oral lease of or who occupies the whole or a part of such building or land, either alone or with others.

~~Tenses. The present tense includes the past and future tenses, and the future includes the present.~~

To. "To" means "to and including" when used in reference to a series of sections of this Code or when reference is made to the Nebraska Revised Statutes.

Week. A week consists of seven consecutive days.

Writing. Writing includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this Code, it shall be made in writing, in the English language, unless it is expressly provided otherwise.

Year. The word "year" shall mean a calendar year, except where otherwise provided.

SECTION 1. Section 1-8 of the Grand Island City Code is hereby amended to read as follows:

§1-8. Citation; Failing to Appear; Penalty

(1) Any person who fails to appear or otherwise comply with the command of a citation shall be guilty of an infraction.

(2) Any person convicted of violating this section shall be punished by a fine of not more than five ~~one~~ hundred dollars or by imprisonment in the county jail for not more than thirty (30) days, or by both such fine and imprisonment.

SECTION 1. Section 1-13 of the Grand Island City Code is hereby amended to read as follows:

§1-13. Sale of Abandoned Property

The chief of police is hereby empowered to offer for sale and to sell at public auction including sale by internet or other electronic medium to the highest bidder, ~~for cash,~~ all personal property, except impounded vehicles, and except property of a nature dealt with in §1-14 which may come within the custody of the police department by reason of its being abandoned, recovered, confiscated, impounded, or unclaimed. Notice of such sale shall be printed once in a legal newspaper published in the City of Grand Island at least ten days prior to the sale; provided, that no such property shall be offered or sold unless it shall have remained unclaimed by the lawful owner for a period of

ORDINANCE NO. 9029 (Cont.)

six months after it shall have come within the custody of the chief of police or the police department, or, in the case of property taken from or deposited by, persons arrested, detained, or accused of a crime, shall have remained unclaimed for a period of six months after the discharge, liberation or departure of the person from whom such property was taken or by whom such property was deposited.

It shall be the responsibility of the chief of police to make such effort as he deems reasonable to notify the lawful owner of any such property that it will be sold or otherwise disposed of upon a given date.

All money received from the sale of the unclaimed property shall be paid to the chief of police, whose duty it shall be to account for such money collected by him to the city treasurer who shall place the same in the police fund.

SECTION 2. Sections 1-2, 1-8, and 1-13 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item F5

**#9030 - Consideration of Amendments to Chapter 14 of the City
Code Relative to Elections**

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney

Meeting: February 14, 2006

Subject: Revisions to Chapter 14 of the City Code

Item #'s: F-5

Presenter(s): Douglas R. Walker, City Attorney

Background

One of the goals of the Mayor, City Council and City Administration has been to revise the Grand Island City Code. A committee has been formed to review each chapter of the City Code and make recommendations to the Council for changes that will make the code reflect current state law, clarify the city's code sections and make the code easier to use and more understandable.

Discussion

A committee of staff members that has been formed to make recommendations to the City Council on various sections of the City Code has made recommendations to change two of the City Code sections in Chapter 14 of the city ordinances. Section 14-1 clarifies the date when the City of Grand Island will hold its municipal election to be on the date of the statewide primary election in accordance with Chapter 32 of the state statutes. The revisions to Section 14-3 regard the wards of the city of Grand Island and this code section has been revised to simplify its language and require that a current map of the election wards of the city be kept on file in the office of the City Clerk.

Alternatives

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

1. Move to approve the recommendations of city staff for amending Chapter 14 of the Grand Island City Code.
2. Disapprove or deny the ordinance which would revise Sections 14-1 and 14-3 of the Grand Island City Code.

3. Modify the recommendations of city staff for amending these sections of the City Code.
4. Take no action on the issue,

Recommendation

City Administration recommends that the Council approve the ordinance revising Sections 14-1 and 14-3 of the Grand Island City Code.

Sample Motion

Motion to approve the ordinance revising Sections 14-1 and 14-3 of the Grand Island City Code.

ORDINANCE NO. 9030

An ordinance to amend Chapter 14 of the Grand Island City Code; to amend Sections 14-1 and 14-3 pertaining to housekeeping matters; to repeal Sections 14-1 and 14-3 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 14-1 of the Grand Island City Code is hereby amended to read as follows:

§14-1. Elections; Date; Procedure

The City of Grand Island, Nebraska, shall hold its municipal election ~~for the year 1974 and all succeeding municipal elections~~ on the date of the statewide primary election for the State of Nebraska. Such elections shall be held in accordance with the provisions of Chapter 32 of the Statutes of Nebraska.

SECTION 2. Section 14-3 of the Grand Island City Code is hereby amended to read as follows:

§14-3. Wards; Boundaries

The City of Grand Island, Nebraska, is hereby divided into five wards, numbered 1 through 5, the boundaries of such wards defined as shown on the drawing entitled, "*Election Ward Map of the City of Grand Island, Nebraska.*" The Election Ward Map of the City of Grand Island, Nebraska, shall be kept current and on file in the office of the city clerk, dated November 1, 2001, which drawing is attached hereto and is hereby adopted and made a part of this ordinance by reference, to have the same force and effect as if such drawing and all notations, references, and other information shown thereon were fully set forth and described herein. The drawing and ordinance shall remain on file in the office of the city clerk.

SECTION 3. Sections 14-1 and 14-3 as now existing, and any ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

ORDINANCE NO. 9030 (Cont.)

SECTION 5. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item F6

#9031 - Consideration of Amendments to Chapter 33-1 of the City Code Relative to the Definition of Streets

This item relates to the aforementioned Public Hearing Item E-6.

Staff Contact: Chad Nabity

ORDINANCE NO. 9031

An ordinance to amend Chapter 33-1 of the Grand Island City Code; to amend Section 33-1 pertaining to the definition of street; to repeal Section 33-1 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 33-1 of the Grand Island City Code is hereby amended to read as follows:

§33-1. Definitions

Applicant shall mean the titleholder of record, his agent, or a person holding a notarized letter authorizing the person to represent the legal owner of the property, or an appropriate purchase agreement.

Alley shall mean a minor public service street or public thoroughfare 20 feet or less in width, through a block of lots primarily for vehicular service access to the rear or side of properties otherwise abutting on another street and to provide access to utility services located therein. Buildings facing an alley shall not be construed as satisfying the requirements of this code related to frontage on a dedicated street.

Block shall mean a parcel of land platted into lots and bounded by public streets or by waterways, right-of-ways, unplatted land, City-County boundaries, or adjoining property lines.

Bond shall mean any form of security including a cash deposit, security bond, or instrument of credit in an amount and form satisfactory to the City Council which meets the intent of such security required by this chapter.

Boundary Adjustment shall mean the transfer of property by deed to a respective owner or owners of contiguous property for the purpose of adjusting a boundary line and not for the purpose of creating an additional lot or parcel.

Building Line shall mean a line parallel, or nearly parallel, to the street line at a specified distance from the street line which marks the minimum setback distance a building may be erected. In the case of a cul-de-sac, the building line shall be measured around the curvature of the street line and shall be located at the required front yard setback where the lot width shall meet the minimum lot width required in the zoning district.

Chief Building Official(s) shall mean the individual(s) appointed and/or employed by the City to enforce the prescribed and adopted building codes for the City.

City shall mean the City of Grand Island, Nebraska. Also, City Council or governing body.

City Council shall mean the governing body for the City of Grand Island, Nebraska.

City Engineer shall mean the City Engineer of the City of Grand Island utilized for the recommendation, advice, and implementation of engineering work as requested by the City or such other engineer as the City may assign in the particular matter.

Clerk shall mean the City Clerk of the City of Grand Island, Nebraska.

Comprehensive Development Plan shall mean the master plan for the improvement and development of Grand Island, Nebraska, as adopted by the Hall County Regional Planning Commission and the City in accordance with the laws of the State of Nebraska and the ordinances of Grand Island.

County Control Point shall mean any point identified as such within the Grand Island/Hall County Geographic Information System (GIS) by the GIS Committee. County control points may include but are not limited to township corners, section corners, quarter section corners, subdivision corners, and block corners.

Cul-de-Sac shall mean a short public way that has only one outlet for vehicular traffic and terminates in a vehicular turn-around.

ORDINANCE NO. 9031 (Cont.)

Dead End Street shall mean a public way that has only one outlet for vehicular traffic and does not terminate in a vehicular turn-around.

Dedication shall mean the intentional appropriation of land by the owner to some public use.

Developer see "Subdivider".

Easement shall mean a right to use a parcel of land, granted to the general public, utility, corporation or person(s) for a specific purpose or purposes.

Flood Plain shall mean any land area susceptible to being inundated by water from any source (see also definition of "flooding" in §36-128).

Floodway shall mean the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Frontage Road shall mean minor streets parallel to and adjacent to arterial streets and highways, which reduce the number of access points to the arterial street or highway for the purpose of increased traffic safety.

Grading Plan shall mean a drawing of a proposed subdivision with plans and specifications for grading which is intended to represent the layout which will be approved for construction by the Planning Commission and the City Council.

Hall County Regional Planning Commission shall mean the Hall County Regional Planning Commission of Grand Island, Nebraska.

Improvements shall mean street grading, street surfacing and paving, curbs and gutters, street lights, street signs, sidewalks, crosswalks, water mains and lines, water meters, fire hydrants, sanitary sewers, storm drainage facilities, culverts, bridges, public utilities, or other such installation as designated by the City Council or its specific approving authority.

Landscaped shall mean landscaping improvements which include but are not limited to screen plantings, lawn area, pools, trees, shrubs, fences, and walls. Crushed rock, gravel, bark chips, etc., shall not substitute for lawn area. Landscaping shall be provided within two years of issuance of occupancy permit for the principal structure on each lot, and thereafter be properly maintained.

Lot shall mean a parcel, tract or area of land created in conformance with this chapter that may be separately owned, used, developed or built upon.

Lot Consolidation shall mean a method for approval of lot boundary adjustments which reduces the number of lots to not greater than two.

Lot, Corner shall mean a lot located at the intersection of two (2) or more streets at an angle of not more than one hundred thirty-five (135) degrees. If the angle is greater than one hundred thirty-five (135) degrees, the lot shall be considered an "interior lot".

Lot, Depth of shall mean the mean horizontal distance between the front and rear lot lines. Corner lots shall provide at least one dimension equal to the required lot depth prescribed in the affected zoning district.

Lot, Double Frontage shall mean a lot having a frontage of two non-intersecting streets.

Lot, Flag shall mean a lot with frontage and access provided to the bulk of the lot by means of a narrow corridor. The measurement of the actual lot frontage shall be made along the widest portion of the lot along the line parallel to the street.

Lot, Frontage shall mean that portion of a lot abutting a street. For purposes of determining yard requirements of corner lots and through lots, all sides of a lot abutting a street shall be considered frontage.

Lot, Interior shall mean a lot other than a corner lot.

Lot Line shall mean the boundary line of a lot.

Lot Minimum Area shall mean the minimum square footage of land area within the boundaries of the platted lot lines, as applicable to designated zoning districts.

Lot, Nonconforming shall mean a lot having less area or dimension than that required in the district in which it is located and which was lawfully created prior to the zoning thereof whereby the larger area or dimension requirements were established, or any lot, other than one shown on a plat recorded in the office of the Hall County Register of Deeds, which does not abut a public road or public road right-of-way and which was lawfully created.

Lot, Platted shall mean a lot which is part of a subdivision of the plat of which, or the appropriate permit for which, has been legally approved by the City and recorded in the office of the Register of Deeds for Hall County.

Lot of Record shall mean a lot held in separate ownership as shown on the records of the Hall County Register of deeds at the time of the passage of a regulation or regulation establishing the zoning district in which the lot is located.

ORDINANCE NO. 9031 (Cont.)

Lot Split shall mean a subdivision involving the division of one or more lots with the end result not be greater than the two lots.

Lot, Through shall mean a lot having frontage on two (2) dedicated streets, not including a corner lot.

Lot, Width of shall mean the average horizontal distance between the side lot line, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

Master Plan see "Comprehensive Development Plan".

Monument shall mean an identification marker established by certified land survey and set by a registered land surveyor at each section corner, angle point, block corner, street centerline, or other point.

Outlot shall mean a lot remnant or parcel of land left over after platting, which is intended as open space or other use, for which no building permit shall be issued for any private structure. Typically uses are limited within the subdivision agreement and/or plat.

Owner shall mean an individual, firm, association, syndicate, or corporation having sufficient proprietary interest in the land sought to be subdivided to commence and maintain such proceedings.

Pedestrian Way shall mean a tract of land dedicated to public use, which cuts across a block to facilitate pedestrian access to adjoining streets or properties.

Person shall mean an individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, County, special district or any other group or combination acting as an entity, except that it shall not include Grand Island, Nebraska.

Planned Unit Development shall mean a development designed to provide for an unusual or different arrangement of residential, business, or industrial uses in accordance with an approved development plan.

Plat shall mean a map showing the location, boundaries, and legal description of individual properties, including street rights-of-way, public utility easements, etc.

Plat, Administrative shall provide for lot combinations and boundary adjustments which result in reconfigured lots with new lot boundaries.

Plat, Final shall mean the final plan of the plat, subdivision or dedication of land prepared for filing or recording in conformance with this chapter. Substantial conformance to an approved preliminary plat, prepared by a registered professional engineer or a registered land surveyor in accordance with this chapter is required.

Plat, Preliminary shall mean the preliminary plan of the plat, subdivision or dedication prepared in accordance with the requirements of this chapter.

Plat, Revised Preliminary shall mean a revised plat or map of a previously approved preliminary plat, including supporting data, indicating a proposed subdivision development, prepared in accordance with this chapter.

Preliminary Study shall mean a drawing of a proposed subdivision to be approved by the Planning Commission and City Council before proceeding with a final plat.

Property Line Adjustment shall mean the relocation of a single common property line between two abutting lots, parcels or other units of land where an additional lot, parcel or unit of land is not created and the existing lot, parcel or unit of land reduced in size by the adjustment must comply with the applicable zoning requirements. A property line adjustment does not alter the location of utility services and hook-ups. Property line adjustments are accomplished through an administrative plat.

Sidewalk or Walkway shall mean that portion of a dedicated right-of-way or easement improved and intended for pedestrian use only.

Replat shall mean the act of platting the lots, parcels and easements in a recorded subdivision to achieve a reconfiguration of an existing subdivision or to increase or decrease the number of lots in the subdivision.

Street shall include public streets, highways, avenues, boulevards, parkways, roads, lanes, alleys, viaducts, subways, tunnels, bridges, public easements and right-of-way. Where explicitly authorized by the City Council, private streets may be authorized ~~with the subdivision agreements as part of planned developments.~~

Street, Arterial shall mean a street of considerable continuity connecting various sections of the City, designated as an arterial street on the official street plan of the City.

Street, Collector shall mean a street or highway that is intended to carry traffic from minor streets to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development as designated in the Comprehensive Development Plan.

Street, Frontage Access shall mean a street parallel and adjacent to a major street, major inter-regional highway, or major collection road and primarily for service to the abutting properties, and being separated from the major street by a dividing strip.

Street, Local shall mean a street which is used primarily for access to the abutting properties.

ORDINANCE NO. 9031 (Cont.)

Street, Major shall mean a street or highway used primarily for fast or high volume traffic, including expressways, freeways, boulevards, and arterial streets as designated in the Comprehensive Development Plan.

Street, Minor shall mean a street intended primarily to provide pedestrian and vehicular access to the abutting properties.

Subdivider shall mean any person, group, corporation, partnership, or other entity, or any agent thereof, dividing or proposing to divide land so as to constitute a subdivision.

Subdivision shall mean the division of a lot, tract, or parcel of land into two (2) or more lots, sites, or other divisions of land for the purpose, whether immediate or future, of transfer of ownership or building development, provided that the smallest lot created by the division is less than ten (10) acres in size.

Subdivision, Administrative shall mean the re-subdivision of existing subdivided lots and blocks, involving the adjustment of existing lot boundaries or the consolidation of lots, in a manner consistent with zoning regulations concerning minimum area and dimensions of lots; but not creating additional lots nor necessitating the dedication of additional public right-of-way or easements.

Subdivision Agreement shall mean an agreement between the City of Grand Island and a subdivider whereby the subdivider agrees to construct any required public street, drainage, and other improvements, for a subdivision and to provide security for completion of the subdivision improvements and in situations involving public financing, the relative cost be borne by the subdivider and by the public entity. Conditions involving lot frontage, use, annexation, landscaping, sidewalks, flood plain, utilities and similar concerns specific to the development of the property may also be addressed.

Water Course, Drainage Way, Channel or Stream shall mean a current of water usually flowing in a definite channel, having a bed and side or banks, and discharging itself into some other stream or body of water.

Zoning District shall mean an area delineated on a zoning map for which uniform use regulations are specified.

SECTION 2. Section 33-1 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item F7

#9032 - Consideration of Annexation of Property Proposed for Platting as Ewoldt Addition Located South of Husker Highway and West of U.S. Highway 281 (First Reading)

This item relates to the aforementioned Public Hearing Item E-7.

Staff Contact: Chad Nabity

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9032

An ordinance to annex Ewoldt Subdivision, an addition into the City of Grand Island; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, Husker Retail Development, L.L.C., a limited liability company, as owner, has caused to be laid out into lots, a tract of land comprising a part of the Northeast Quarter (NE1/4) of Section 36, Township 11 North, Range 10 West of the 6th P.M. in Hall County, Nebraska, under the name of EWOLDT SUBDIVISION, which is proposed to be an addition to the City of Grand Island; and

WHEREAS, after public hearing on February 1, 2006, the Regional Planning Commission recommended the approval of annexing such addition into the City of Grand Island; and

WHEREAS, after public hearing on February 14, 2006, the City Council found and determined that such annexation be approved.

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney

ORDINANCE NO. 9032 (Cont.)

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

SECTION 1. That Ewoldt Subdivision is hereby annexed into the City of Grand Island, and shall be entitled to all the rights and privileges, and shall be subject to all the laws, ordinances, rules, and regulations of the City of Grand Island

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

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

Approved on First Reading on February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G1

**Receipt of Official Document - Tort Claim for Maria Bartlett on
Behalf of Tyler Kventensky**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: February 14, 2006

Subject: Receipt of Official Document – Tort Claim filed by Maria Bartlett on Behalf of Tyler Kventensky

Item #'s: G-1

Presenter(s): RaNae Edwards, City Clerk

Background

The City of Grand Island has received a Tort Claim on January 27, 2006 from Jeremiah J. Luebbe, Attorney for Maria Bartlett on behalf of Tyler Kventensky alleging certain claims which took place on or about July 7, 2005 in connection with a bicycle accident. A copy of this claim is attached to comply with the Nebraska Political Subdivision Tort Claims Act.

Discussion

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

Recommendation

City Administration recommends that the Council take no action other than acknowledge receipt of the claim.

Sample Motion

Motion to approve acknowledgement of the Tort Claim filed by Jeremiah J. Luebbe, Attorney for Maria Bartlett on behalf of Tyler Kventensky.

THE LAW OFFICES OF

Lauritsen, Brownell, Brostrom, Stehlik, Myers & Daugherty, P.C.

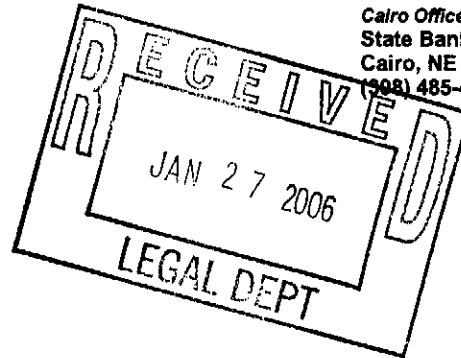
A Limited Liability Organization

724 West Koenig Street • P.O. Box 400 • Grand Island, NE 68802-0400 • Telephone : 308-382-8010 • Fax: 308-382-8018

Please respond to above office

Walter P. Lauritsen (1990)
John R. Brownell (2005)
Kevin A. Brostrom
Galen E. Stehlik
Denise D. Myers
Rachel A. Daugherty
Jeremiah J. Luebbe
Stacie A. Goding

Cairo Office
State Bank of Cairo
Cairo, NE 68824
(308) 485-4232



January 26, 2006

Doug Walker
City Attorney's Office
P. O. Box 1968
Grand Island, NE 68802

Re:	Our Client:	Maria Bartlett on behalf of Tyler Kventensky
	Your Claim:	283032
	Your Insured:	City of Grand Island
	Date of Loss:	7/7/05
	Our File No:	05-4522

Dear Mr. Walker:

Pursuant to our telephone conversation of January 25, 2006, please consider the copy of my letter to Connie Jarzynka of EMC Insurance Companies, dated January 23, 2006, to constitute the written tort claim for purposes of Neb. Rev. Stat. § 13-919 and the Political Subdivisions Tort Claims Act with regards to Tyler Kventensky's bicycle accident of July 7, 2005.

Thank you for your consideration in this matter. I look forward to hearing from EMC Insurance Companies and/or the Grand Island City Legal Department with regards to this matter.

Sincerely,

LAURITSEN, BROWNELL, BROSTROM,
STEHLIK, MYERS & DAUGHERTY, PC, LLO

Jeremiah J. Luebbe
jeremiahl@lauritsenlaw.com

kdn

COPY

THE LAW OFFICES OF

Lauritsen, Brownell, Brostrom, Stehlik, Myers & Daugherty, P.C.

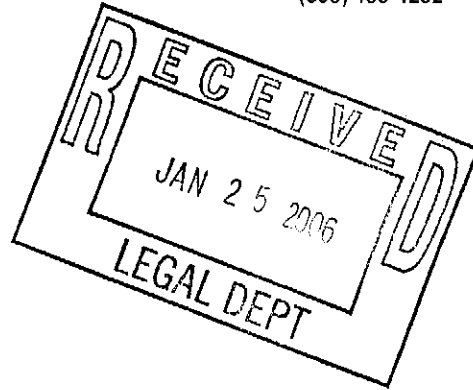
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Cairo Office
State Bank of Cairo
Cairo, NE 68824
(308) 485-4232



January 23, 2006

Connie Jarzynka
EMC Insurance Companies
P. O. Box 2070
Omaha, NE 68103-2070

Re: Our Client: Maria Bartlett on behalf of Tyler Kventensky
Your Claim: 283032
Your Insured: City of Grand Island
Our File No: 05-4522
Date of Loss: 7/7/05

Dear Ms. Jarzynka:

As you are aware, this office represents Tyler Kventensky, a seven year old Grand Island resident, with regards to the above-referenced matter. Enclosed please find the settlement package I have been authorized to submit to EMC Insurance and the City of Grand Island with regards to this claim. This correspondence is submitted for settlement purposes only and its admissibility is therefore governed by the Nebraska Rules of Evidence and Rules of Civil Procedure.

As I have already forwarded you medical records from Grand Island Ear, Nose & Throat (Dr. Knudsen) and an imaging report from St. Francis Medical Center, the only additional medical record I am forwarding you herewith is a letter from Dr. Knudsen answering my queries (which I am also including) with regards to the permanency of Tyler's facial scar. Further, my October 11, 2005 correspondence to you also included medical bills totaling \$8,954.23 (with index). The only medical visit since that time was Tyler's 12/27/2005 check-up with Dr. Knudsen. Thus, I am enclosing an updated billing statement from Grand Island Ear, Nose & Throat, along with an updated medical billing index. Further, on October 14, 2005, I forwarded you a CD-ROM disk containing numerous images of the scene of the incident as well as Tyler's facial injuries. Please contact me should you have any questions regarding documentation of Tyler's special damages.

On or about July 7, 2005, Tyler was riding his bicycle in the vicinity of Wasmer Elementary School along Koenig Street in Grand Island. Tyler was riding his bicycle westbound on the sidewalk adjacent to the fence running outside the school along Koenig Street. Tyler had been riding his bicycle through mud puddles that day, and when Tyler proceeded down the western-most driveway (which runs from the street into the playground at Wasmer), Tyler wrecked his bike while attempting to ride through a water-filled mud puddle at the foot of the driveway. Tyler tumbled his bicycle end-over-end when the front bicycle tire abruptly dropped significantly, due to the front bicycle tire encountering a nine inch depression from the bottom of the pothole to the top of the water. Because of the water's murky discoloration, young Tyler could not discern the depth of the puddle/pothole and Tyler was injured significantly. Tyler suffered a chin laceration, disruption to his occlusion, had an apparent open bite deformity, and a CT scan revealed and confirmed bilateral subcondylar fractures. In essence, Tyler broke his jaw in two places and had a significant gash on his chin, which was sutured shut. Tyler's jaw was wired shut for two weeks during the middle of the summer of 2005.

As indicated in the enclosed letter from Dr. Knudsen, dated January 9, 2006, the 5/8 inch-wide, moon-shaped scar on Tyler's chin, while having healed adequately, is indeed permanent. Thus, the facial scar will be an ongoing reminder for Tyler throughout his natural life.

This incident has had a profound effect upon Tyler's life above and beyond the permanent facial scarring. Beyond the fear and shock of the incident itself, the weeks following Tyler's surgery were quite miserable for young Tyler, as is understandable considering the fact that the young boy was relegated to eating through a straw during the middle of the summer. Further, Tyler was forced to basically cease and desist all normal, seven year old activities for the weeks immediately following the incident. While Tyler eventually resumed riding a bicycle, to this date Tyler appears apprehensive and tentative in doing so, as he is overly careful not to ride through any puddle of water whatsoever. Tyler often rode bicycles with his family prior to the incident—by his mother's observation, however, this incident has clearly removed some of the joy Tyler previously experienced when he participated in this leisurely activity.

Liability in this case is clear. The City of Grand Island is the negligent political subdivision. The nine-inch deep pothole was located at the nexus of the driveway leading to Wasmer Elementary's playground and the city street maintained by the City of Grand Island, the pothole itself located within the city street. The pothole, along with the surrounding curb area, was in a deteriorated, unreasonably dangerous state of disrepair and its proximity to the elementary school provides significant foreseeability of injury. Indeed, my client has information that the school's custodian had problems with snow removal due to the pothole. Tyler, as a seven year old boy, is only required to live up to the standard of care

of a reasonable boy of a similar age. The murky and discolored water in the pothole at the time of the incident indicates that no reasonable boy could have discerned the difference of this particular mud puddle from any other mud puddle. However, the fact that the pothole was nine inches deep makes clear that the City's negligence was the proximate cause of this accident.

In readying this settlement package, I consulted a national database of plaintiff and defense verdicts, Jury Verdict Research, to determine a fair, equitable, and appropriate monetary figure for settlement of Tyler's claim. Jury Verdict Research® was founded in 1961 by an attorney in Ohio, and personal injury plaintiff and defense attorneys and insurance professionals across the United States evaluate their personal injury cases and claims using Jury Verdict Research®.

Jury Verdict Research® maintains the only nationwide database of more than 245,000 plaintiff and defense verdicts and settlements resulting from personal injury claims. The data are reported, tabulated and analyzed to determine values, trends and deviations for more than 400 injuries and 300 liabilities including vehicular liability, products liability, business negligence, medical malpractice and more. The cases are collected in an impartial manner, with an equal emphasis on plaintiff and defense verdicts and settlements, and with no intentional bias toward extreme awards or geographic regions.

Enclosed please find a copy of the Jury Verdict Research® "Analysis Information" and "Verdict Analysis" we have prepared taking into account several factors present in this claim, and utilized by the Jury Verdict Research® database to arrive at a "Probable Verdict Amount" should this claim go to trial. The two analyses are fairly self-explanatory, but I will run through them regardless. Information about the venue, plaintiff, and defendant are used, along with the type of action (for instance, a non-motor vehicle accident where the negligence alleged is negligent maintenance of a road by a political subdivision), as these factors tend to influence the fact finder in arriving at a verdict. No admission of liability has been made, which explains that datum entry.

With regards to the injuries, facts of the injuries suffered by Tyler have been entered into the Jury Verdict Research® Software, and because the bilateral fracture of Tyler's jaw constituted the bulk of the medical special damages in this matter, the fractured jaw, without nerve damage, is used as Tyler's primary injury. The City was negligent, not intentional, and according to Dr. Knudsen and Tyler's dentist, J. B. Anderson, Tyler has no impairment related to the jaw injury. Information regarding Tyler's second injury, the facial scarring, has also been utilized as well.

Next, the Jury Verdict Research® Software requires further details of the claim in order to adjust the probable verdict amount, such as whether the plaintiff was drinking, the types of witnesses anticipated, etc. Tyler would certainly utilize testimony from Dr. Knudsen to

establish the permanency of Tyler's scarring, and to describe the mechanics of Tyler's fractured jaw. Another child was riding bicycles with Tyler that day, and she would be utilized as an eyewitness, along with Darla Gardner and Tina Valdez of Grand Island, who came upon the scene of the accident shortly thereafter. Given the nature of Tyler's injuries and medical special damages, I doubt that the defense would utilize a medical expert, and other expert witnesses are unlikely. "Other witnesses" for both plaintiff and defendant was also entered, on the possibility that awareness of the pothole became an issue.

Moving on to the Verdict Analysis, the amount of medical expenses to date is a major factor in the Jury Verdict Research® Analysis. While Dr. Knudsen did tell Tyler's mother, Maria, that Tyler could have surgery in the future to remove the scar, Dr. Knudsen's letter advises that such surgery wasn't needed at this time and therefore no future medical expenses have been claimed. Based upon the amount of medical specials and the nature of Tyler's primary and second injuries, the Jury Verdict Research® data has indicated that the Total Base Injury Value in this matter is **\$92,916**.

Following the computation of the Base Injury Value, adjustments described above are analyzed by the Jury Verdict Research® Software to adjust the verdict amount upwards or downwards, as appropriate. Because Hall County, Nebraska is the venue and the defendant is a governmental entity, the amount is adjusted down 5% due to historical data. However, the witness information results in an increase in the probable verdict amount approximately another 5%, and we end up with a final probable verdict amount of **\$92,915**. (The adjusted probable verdict amount is not applicable, as the Jury Verdict Research® Software is taking into account the estimated \$4,500 in unpaid medical bills currently outstanding—i.e., not paid by a subrogated carrier).

Finally, the Jury Verdict Research® analysis indicates that the probability of a verdict for Tyler in this matter is 63%, which is rather high for this software and in real life, as well. The fact that Tyler has eyewitnesses is significant in making this determination. Thus, according to this highly-respected and oft-used analysis, should this matter go to trial there is a **63% probability that Tyler would be awarded a verdict of \$92,915**.

Further, enclosed please find copies of eight verdict reports from the Nebraska attorney's "Casemaker Online database" which I have found in searching for reports of Nebraska verdicts where scarring is involved. By my calculation, the average "multiplication factor" in these eight verdicts is 9.6. Significantly, the "barely noticeable" scar case from York County resulted in an award 18.7 times the special damages, the Merrick County case utilized a 9.1 multiplication factor, and the Scottsbluff County case used a 7.5 factor in arriving at the final verdict amount.

Connie Jarzynka
January 23, 2006
Page 5

As a result, I have been authorized to submit a demand of \$85,000.00 in exchange for a full and final settlement of Tyler's claims. The above research supports a demand in this amount. Maria Bartlett would likely invest the majority of the \$85,000 in an annuity/structured settlement. We would appreciate a response by February 24, 2006. Thank you.

I look forward to speaking with you regarding this in the near future. For your information, a copy of this correspondence has been mailed to the City of Grand Island's legal department so that no confusion ensues regarding any notice requirement under Nebraska law.

Sincerely,

LAURITSEN, BROWNELL, BROSTROM,
STENLIK, MYERS & DAUGHERTY, PC, LLO



Jeremiah J. Luebke
jeremiahl@lauritsenlaw.com

kdn

Enc.

pc: Maria Bartlett
City of Grand Island Legal Dept.



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G2

Approving Minutes of January 24, 2006 City Council Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 24, 2006

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 January 24, 2006. Notice of the meeting was given in the *Grand Island Independent* on January 18, 2006.

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, Public Works Director Steve Riehle, and City Attorney Doug Walker.

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

MAYOR COMMUNICATION: Mayor Vavricek commented on the recent death of Former Congresswoman Virginia Smith and the City Council Retreat to be held Saturday, January 28, 2006.

PRESENTATIONS AND PROCLAMATIONS:

Presentation of StormReady Certificate to Emergency Management Director Lela Lowry and the City of Grand Island. Steve Kisner from the National Weather Service, Hastings, Nebraska presented Emergency Management Director Lela Lowry and the City of Grand Island with a Certification and Award as a "StormReady" City. Mr. Kisner mentioned several requirements that had been met in order to obtain recertification which would help reduce the potential impact from disastrous weather events.

ADJOURN TO BOARD OF EQUALIZATION: Motion by Pielstick, second by Hornady, carried unanimously to adjourn to the Board of Equalization.

#2006-BE-1 – Consideration of Determining Benefits for Sanitary Sewer District No. 515 – Dale Roush Subdivision (Indian Acres). Steve Riehle, Public Works Director reported that the work had been completed and special assessments had been calculated for Sanitary Sewer District No. 515. The total assessable cost was \$576,081.18.

Motion by Hornady, second by Cornelius to approve Resolution #2006-BE-1. Upon roll call vote, all voted aye. Motion adopted.

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

PUBLIC HEARINGS:

Public Hearing on Request of Union Pacific Railroad for Conditional Use Permit for Temporary Building Located at 1219½ West North Front Street. Craig Lewis, Building Department Director reported that this request was for an additional approval of a conditional use permit for a temporary building located at 1219½ West North Front Street to facilitate equipment for a remediation project. The first conditional use permit was approved by Council in September of 1999 and had received additional approvals every two years since that time. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located West of the Police Impound Yard at 558 S. Stuhr Road. (O'Neill Construction Company). Gary Mader, Utilities Department Director reported that acquisition of a utility easement west of the Police Impound Yard at 558 S. Stuhr 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 used to locate primary underground electrical cable and a pad-mounted transformer to provide electrical service to O'Neill Construction Company. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 3724 Westgate Road. (Charles and Loretta Roehrich). Gary Mader, Utilities Department Director reported that acquisition of a utility easement located at the northwest corner of 3724 Westgate 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 used to expand an existing easement to include a pad-mounted transformer on a pad previously poured by the electrician for service to 3724 Westgate Road. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Along the East Side of Engleman Road from Stolley Park Road to 1/4 Mile North. (Patricia and Rodney Hooker) Gary Mader, Utilities Department Director reported that acquisition of a utility easement located along the east side of Engleman Road from Stolley Park Road to 1/4 mile north 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 used to upgrade the overhead electrical feeder along Engleman Road. Currently power poles were located 33' east of the centerline. New poles would be placed 39' from the centerline of Engleman which would match the right-of-way when the property develops in the future. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Along the East Side of Engleman Road from 1/4 Mile North to 1/2 Mile North of Stolley Park Road. (Dennis Krug) Gary Mader, Utilities Department Director reported that acquisition of a utility easement located along the east side of Engleman Road from Stolley Park Road to 1/4 mile north 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 used to upgrade the overhead electrical feeder along Engleman Road. Currently power poles were located 33' east of the centerline. New

poles would be placed 39' from the centerline of Engleman which would match the right-of-way when the property develops in the future. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 1515 East 4th Street. (Concept Fiberglass Homes, Inc. Gary Mader, Utilities Department Director reported that acquisition of a utility easement located along the south side of 4th Street in front of Midwest Manufacturing at 1515 East 4th 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 used to place underground cable, junction boxes, and pad-mounted transformers to provide electrical service to the new business. No public testimony was heard.

Public Hearing on Annexation of Property Located South of Old Potash Highway and East of Engleman Road. Chad Nabity, Regional Planning Director reported that annexation of land in the SE1/4 NW1/4 of Section 12-11-10 located south of Old Potash Highway and east of Engleman Road had been approved by the Hall County Regional Planning Commission. Water, sewer, and electrical service would be available. Annexation of this property would impact the two mile extraterritorial jurisdiction of Grand Island. No public testimony was heard.

Public Hearing Concerning Comprehensive Revitalization Block Grant. Marsha Kaslon, Community Development Administrator reported that the Nebraska Department of Economic Development had developed a Comprehensive Revitalization program for investing Community Development Block Grant (CDBG) funds to identify housing and infrastructure needs. The request to council was to submit a grant application in the amount of \$296,113.00 to carry out Phase I of a Comprehensive Revitalization Strategy for a select low-to-moderate income area in Grand Island which included housing, infrastructure, and community development activities. 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 ordinances numbered:

#9023 - Consideration of Assessments for Sanitary Sewer District No. 515; Dale Roush Subdivision (Indian Acres)

#9024 – Consideration of Amendments to Chapter 26 of the City Code Relative to the 2003 Edition of the Uniform Plumbing Code

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on 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.

Motion by Meyer, second by Pielstick to approve Ordinances #9023 and #9024.

City Clerk: Ordinances #9023 and #9024 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9023 and #9024 on final passage. All those in favor of the passage of these ordinances 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, Ordinances #9023 and #9024 are declared to be lawfully adopted upon publication as required by law.

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

#9025 – Consideration of Amendment to Ordinance No. 8982 Relative to Annexation Area No. 1

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of 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 Cornelius seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Motion by Pielstick, second by Cornelius to approve Ordinance #9025.

City Clerk: Ordinance #9025 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 #9025 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 #9025 is declared to be lawfully adopted upon publication as required by law.

Chad Nabity, Regional Planning Director reported Ordinance #9026 related to the aforementioned Public Hearing Item E-7.

#9026 – Consideration of Annexation of Property Located South of Old Potash Highway and East of Engleman Road. (First Reading)

Motion by Pielstick, second by Hornady to approve Ordinance #9026 on first reading. Upon roll call vote, all voted aye. Motion adopted.

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

Approving Minutes of January 10, 2006 City Council Regular Meeting. Councilmember Pielstick abstained.

Approving Minutes of January 17, 2006 City Council Study Session. Councilmember Whitesides abstained.

Approving Minutes of January 17, 2006 City Council Special Meeting. Councilmember Whitesides abstained.

Approving Request of Union Pacific Railroad for Conditional Use Permit for Temporary Building Located at 1219½ West North Front Street.

#2006-14 – Approving Acquisition of Utility Easement Located West of the Police Impound yard at 558 S. Stuhr Road. (O’Neill Construction Company)

#2006-15 – Approving Acquisition of Utility Easement Located at 3724 Westgate Road. (Charles and Loretta Roehrich)

#2006-16 – Approving Acquisition of Utility Easement Located Along the East Side of Engleman Road from Stolley Park Road to 1/4 Mile North. (Patricia and Rodney Hooker)

#2006-17 – Approving Acquisition of Utility Easement Located Along the East Side of Engleman Road from 1/4 Mile North to 1/2 Mile North of Stolley Park Road. (Dennis Krug)

#2006-18 – Approving Acquisition of Utility Easement Located at 1515 East 4th Street. (Concept Fiberglass Homes, Inc.)

#2006-19 – Approving Bid Award for Well Field Wells No. 6 & 7 Enclosures with Steel Crafters, Inc. of Grand Island, Nebraska in an Amount of \$41,621.32.

#2006-20 – Approving Certificate of Final Completion for Asphalt Maintenance Project 2005-AC-1; Various Locations Throughout Grand Island with Gary Smith Construction Company of Grand Island, Nebraska.

#2006-21 – Approving Certificate of Final Completions for Sanitary Sewer Project 2005-S-11 and Water Main Project 2005-W-11; (Library Expansion; Washington Street Between 2nd Street and 3rd Street) with The Diamond Engineering Company of Grand Island, Nebraska.

#2006-22 – Approving Changes to Speed Limits on US Highway 34/Husker Highway from US Highway 281 to 1/4 Mile East of South Locust Street.

#2006-23 – Approving Bid Award for One (1) 2006 Four-Wheel Drive Front End Loader for Solid Waste Division with Nebraska Machinery Co. of Doniphan, Nebraska in an Amount of \$192,355.00.

#2006-24 – Approving State Bid Award for 911 Equipment with Tel Control, Inc. of Yukon, Oklahoma in an Amount of \$140,000.00.

#2006-25 – Approving Bid Award for Carpet Replacement for 2nd Floor with Floor To Ceiling of Grand Island, Nebraska in an Amount of \$44,417.96.

#2006-26 – Approving Waiver/Fine Schedule Revisions.

#2006-27 – Approving Change of March 14, 2006 City Council Regular Meeting to March 7, 2006.

#2006-28 – Approving Contract with the Hall County Housing Authority for Police Services.

#2006-29 – Approving Contract Between the City of Grand Island and Crime and Protection Solutions L.L.C. Relative to High Intensity Drug Trafficking Area (HIDTA) Grant.

#2006-30 – Approving Comprehensive Revitalization Strategy Block Grant Application.

#2006-31 – Approving Safe Haven Visitation Center 2006 Grant Application and Memorandum of Understanding (MOU).

#2006-32 – Approving Alternative Fuel Program Recommendations.

#2006-33 – Approving Bid Award for 2006 Truck with Telescopic Aerial Platform and Chassis with Truck Equipment, Inc. of Des Moines, Iowa in an Amount of \$101,178.00.

#2006-34 – Approving Name Change of Owner's for Northview Second Subdivision from Melvin and Dorothy Zichek to MelDor, L.L.C.

REQUESTS AND REFERRALS:

Approving Referral of One & Six Year Street Improvement Program to Regional Planning Commission Steve Riehle, Public Works Director reported on the process of having the Regional Planning Commission act on the One & Six Year Street Improvement Program and then bring their recommendations to the City Council. The City Council will act on this at their February 14, 2006 Regular meeting.

Motion by Hornady, second by Nickerson to approve the referral of the One & Six Year Street Improvement Program to the Regional Planning Commission.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Haase to approve the Claims for the period of January 18, 2006 through January 24, 2006, for a total amount of \$2,426,757.67. Motion adopted unanimously.

Motion by Cornelius, second by Haase to approve the following Claims for the Library Expansion for the period of January 11, 2006 through January 24, 2006:

#15	\$1,269.00
#16	\$95,910.01
#17	\$912.00
#18	\$300.00
#19	\$46,396.48

Motion adopted unanimously.

ADJOURN TO EXECUTIVE SESSION: Motion by Hornady, second by Whitesides to adjourn to Executive Session at 7:30 p.m. for the purpose of discussing personnel issues. Motion adopted unanimously.

RETURN TO REGULAR SESSION: Motion by Whitesides, second by Hornady to return to Regular Session at 9:15 p.m. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 9:15 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G3

**Approving Minutes of January 28, 2006 City Council Special
Study Session Retreat**

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL STUDY SESSION (RETREAT)

January 28, 2006

Pursuant to due call and notice thereof, a Study Session (Retreat) of the City Council of the City of Grand Island, Nebraska was conducted at Jackrabbit Run Golf Course, 2803 N. Shady Bend Road on January 28, 2006. Notice of the meeting was given in the *Grand Island Independent* on January 18, 2006.

Mayor Jay Vavricek called the meeting to order at 8:10 a.m. The following members were present: Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Pauly, Hornady, Walker, and Haase. Councilmember Cornelius was present at 8:30 a.m. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Public Works Director Steve Riehle, City Attorney Doug Walker, Finance Director David Springer, Police Chief Steve Lamken, Utilities Director Gary Mader, Human Resources Director Brenda Sutherland, Building Department Director Craig Lewis, Fire Chief Jim Rowell, Library Director Steve Fosselman, Parks & Recreation Director Steve Paustian, Emergency Management Director Lela Lowry, and Regional Planning Director Chad Nabity.

INVOCATION was given by Councilmember Jackie Pielstick followed by the PLEDGE OF ALLEGIANCE.

INTRODUCTION:

Mayor Vavricek commented on being accessible, responsive and accountable for efficient and effective government services by "walking the line". Mentioned was that this year was the "year of management". Mayor Vavricek welcomed the council, directors and public attending the meeting.

STUDY TOPICS:

Annexation: Chad Nabity, Regional Planning Director explained the difference of developed and undeveloped property. Reviewed were annexation policies. Two county industrial tracts were discussed which were allowed by state statutes. County services were provided to these tracts. Reviewed were the water and sewer distribution systems for the City of Grand Island and proposed areas of expansion.

The following questions were discussed:

1. Does Council want to pursue annexation of urbanized areas around the City of Grand Island as identified by the Grand Island Comprehensive Development Plan?

If so which ones or all of them?

Discussion was held with regards to which areas would be the most cost effective: Area 8 - Schroeder Subdivision, Area 6 – Vanosdall, Area 7 - Rainbow Lake, and Area 9 - south of Stolley Park Road east of Engelman Road were mentioned. Lack of growth to the south of the city limits was due to no sewer infrastructure.

2. Does Council wish to identify a hard edge growth boundary or do you want to continue with our current policy of using available infrastructure, installation of dry sewer and water lines, and large lot zoning requirements to influence where development occurs?

Mr. Nabity mentioned that we would see future residential development in the northwest area of the city because infrastructure was already there. Councilmember Cornelius commented on using a combined approach. Discussed was the hard edge boundaries such as east lakes and north of the Burlington Northern Railroad.

3. Does Council wish to encourage development in certain directions by building sewer trunk lines and water mains? South Locust, South Blaine, 281 South, East Lakes, St. Paul Road north of Capital Avenue.

Mr. Nabity suggested that long term planning needed to be done in Area 4 – East Lakes, Area 7 – Rainbow Lakes, and Area 9 – South of Stolley Park Road East of Engelman Road. City Administrator Gary Greer commented on a business standpoint of developing Area 7 as being more of an advantage to the City with future development toward the south. Discussed was long term growth south between Highway 281 and South Locust.

Phil Mader, Northwest School Board President commented on the valuation of rural areas and the property tax base decreasing with regards to annexation. Steve Joel, Grand Island Public School Superintendent commented on their ability to handle the growth of the city with quality education.

Discussed was to start developing sewer to the south of the city between South Locust Street and Highway 281 for future development opportunities. The cost of sewer was discussed with regards to cash versus bonding. It was decided that annexation east to Area 4 was not a priority for the city.

Vision for Police Department: Steve Lamken, Police Chief stated he met with each employee of the Police Department to find out what was working well and what needed to be improved. A brief overview of the department was presented.

The following was mentioned as the Police Department's community policing commitment:

- A spirit of service to people
- Basic respect and dignity for all people regardless of circumstances
- A partnership with people, organizations and other government units to improve the quality of life in Grand Island
- A proactive, problem solving approach to law enforcement problems

- Empowerment of employees to exercise discretion, decision making, and problem solving in performing their work

Presented were the following examples of the department's ongoing efforts to further community policing:

- School Resource Officer program in partnership with Grand Island Public Schools
- Uniform Patrol Shift teams identifying crime or traffic problems and providing directed patrol efforts towards them
- Community Service Officer program addressing many quality of life issues
- HUD Officer program in partnership with the Housing Authority
- Child Abuse Investigation Team in partnership with the Nebraska Health and Human Services Department
- North/South geographic teams assigning officers to geographic patrol areas
- Traffic Unit providing resource for increased traffic enforcement at targeted problem areas

Discussion was held with regards to the motorcycle units, code enforcement, police presence at neighborhood association meetings, School Resource Officer's, SWAT Team, Bicycle Officers, K-9 Unit, and the Spillman computer system.

The following 2006/2007 goals and objectives were presented:

- Improve the effectiveness of internal communications and operations of the Grand Island Police Department
- Improve the efficiency of the department's report processing system
- Increase current efforts to suppress drug activities in neighborhoods and provide timely response to suspect targets
- Relocate to a new collocated law enforcement center with the Hall County Sheriff's Office in 2007

Recreation Philosophy: Steve Paustian, Parks and Recreation Department Director reported on the following:

Jackrabbit Run Golf Course: Mentioned was the number of rounds decreasing due to other golf courses in the area and the increase in expenses due to replacing golf carts, chemicals, etc. Discussed were the efforts to increase the use of the golf course and management issues with regards to expenses.

Island Oasis Water Park: Reviewed were the attendance, revenue, and expenses related to the water park over the last 5 years. Mentioned was the Aquatic Facilities Report with a children's playground expansion, wet children's play area, and Island Oasis expansion. Presented were possible expansion ideas to the current facility.

Racquet Center: Mentioned was that the Racquet Center was given to the city for back taxes. Scott Norton, Manager of the Racquet Center was present and spoke about the youth soccer program and stated this was a huge opportunity for the city. Reviewed were the possibilities that

could be held at the Racquet Center such as soccer, volleyball, football, tennis, baseball, kids programs, and special events.

Emphasis was put on the quality of life issues each of these provided and that they should be affordable to everyone and not meant to be money makers.

LUNCH WITH HALL COUNTY BOARD OF SUPERVISORS:

The following Hall County Board Supervisors were present for the Joint City/County Special Study Session: Jim Eriksen, Bud Jeffries, Bob Rye, Bob Humiston, Scott Arnold, and Marla Conley County Clerk.

City/County Efficiency Committee Update: Beth Arnold, Chair of the City/County Efficiency Effectiveness Committee explained the creation of this committee and their purpose. Reported were the activities the committee looked at in how the City and County could be more efficient and effective. The first item looked at was the possibility of the City managing or owning the Hall County Park. It was decided that the County would maintain ownership and maintenance of the Hall County Park with efficiencies in operating hours, staffing, reducing equipment expenses by sharing equipment with other departments. The second project looked at was the possibilities of sharing city employees to meet the needs of the county. This was not allowed by state statutes. Ms. Arnold stated the committee would continue to look at all areas of both city and county government services to see where efficiencies could be realized.

Public Safety Center Update: Police Chief Steve Lamken reported on the joint city/county public safety center. Reviewed was the Grand Island/Hall County Enforcement Center site plan.

The following timeline was presented:

- January 2006 – Approval of the Interlocal agreement by the City and County Board
- February 2006 – Completion of construction documents
- March 2006 – Approval of construction documents and advertising of the project for bids
- April 2006 – Opening and awarding of the bid to construct the facility
- May 2006 – Groundbreaking and construction begins
- Winter of 2006/2007 – Outside of facility is closed in allowing interior work through the winter months
- September/October 2007 – Completion of the facility and ribbon cutting
- October/November 2007 – Completion of transfer of operations from current location to new facility

City/County Emergency Management Program: Emergency Management Director Lela Lowry reported on the Local Emergency Operations Plan, National Incident Management System (NIMS), Incident Command, Homeland Security Grant Funds, Bio-Detection, Tri-Cities Medical Response System (TRIMRS), CNRI, amateur radio clubs, Inter Local Law Enforcement Committee, FCC radio licenses, 911 Center, and outdoor warning sirens & generators.

The following Goals for 2006 were presented:

- Complete the expansion of the 911 center

- Install a new 911 telephone system and phase II mapping for the enhanced 911 telephone systems
- Purchased new consoles in the 911 center to meet the technology updates required to run the 911 communications dispatch center
- Purchase updated furniture to allow for flexibility with capability of adapting to an expanded environment
- New remote radios in the Emergency Operations Center
- Up-to-date telephones for decision makers in the EOC
- A multi-functional EOC conversion boardroom table
- Need to new voice and radio logging recorder to ensure uninterrupted recording of dispatch and 911 telephone calls
- Emergency Management would be replacing 5000 gallons of diesel fuel for the generators within the next 12 months to ensure uninterrupted operations of the equipment
- Expect to see a minimum of quarterly emergency management training directed to the city and the county decision makers.

Jail Update: Supervisor Jim Erikson reported on the new jail facilities. This would be a steel and concrete building with brick facing on the front. Mr. Erickson stated it would take approximately 18 months to complete the 296 bed facility. Location of the jail facility and the law enforcement facility was discussed.

Other Issues: Discussion was had concerning contacting the County Supervisors through the internet. Currently the Supervisors had no joint e-mail through the county.

DISCUSSION TOPICS:

Charitable Organizations Funding: Councilmember Walker asked what the history was concerning charitable organizations. Paul Briseno, Assistant to the City Administrator researched back to 1979 where charitable organizations were included in the budgets. Mr. Walker stated concerns about the process of receiving funds from the city. It was suggested that every organization should come before council to present their request.

Update on 1/2 Cent Sales Tax Projects: Councilmember Walker spoke about concerns that the 1/2 cent sales tax would not cover the projects ear-marked in Ordinance No. 8910. Discussed was that half of the 1/2 cent sales tax collected was to go to reduce the real property taxes and half was to go to capital projects. Administration will work with Finance to ear-mark exactly where this money is going.

Heartland Events Center Promotion: Councilmember Walker asked what the role of the city was in promoting the Heartland Events Center. Gary Greer, City Administration commented on the agreement the city had with the Heartland Events Center for administration and promotion. Also mentioned was an occupation tax being collected by the local hotels.

Truck Parking: Councilmember Pielstick spoke about concerns with trucks parking in residential streets. She presented pictures of trucks parked on residential streets and requested more

enforcement. Discussion was held with regards to areas within the city where trucks could be parked.

Reduce Property Taxes 10% More: Mayor Vavricek expected to recommend a reduction in property tax by 10% in the 2006/2007 Budget.

Develop an Understanding of Recreational Philosophy: This item would be brought back to the City Council at a future Study Session.

Design Household Hazardous Waste Facility: Gary Greer, City Administrator commented on money received for the household hazardous waste facility. A contract for Architectural/Engineering Services would be brought to council for approval.

Establish Redevelopment Plan for Five Point's Business District: Chad Nabity, Regional Planning Director commented on the CRA retreat and discussions of submitting the Five Point's area as a blight and substandard district. If this was designated blighted and substandard then monies could be used such as Tax Increment Financing to improve the entrance to the northern part of Grand Island similar to the South Locust corridor.

Develop a Plan for Racquet Center: Mayor Vavricek commented on a future study session of this item.

Develop Alternative Fuel Policy: It was mentioned that Resolution #2006-32 was adopted at the January 24, 2006 City Council meeting approving an alternative fuel policy.

Update City Code: City Attorney Doug Walker commented on meeting with the committee regarding the city code update. Weekly meetings would take place with department director's being contacted where affected. Changes would be taken to council on a monthly basis.

Develop User Friendly Initiatives for the City: Mayor commented on continuing to find ways to make city's services more efficient and effective.

Community Appearance Plan: Gary Greer, City Administrator commented on a Community Appearance Plan similar to St. Joseph, Missouri which was included in the council packet.

GOAL SETTING FOR 2006-2007:

Mr. Greer commented on the 2005-2006 Goals and stated each goal had progressed with the exception of the roundabouts. The following were recommended goals for 2006-2007. Mr. Greer briefly explained each proposed goal.

Public Safety

1. Continue to Develop a Fire Training Facility
2. Start construction on Fire Station #1
3. Implement Police Vision Plan
4. Start Construction of Police/Sheriff Public Safety Center

Economic Development

5. Assist in Creating and Retaining Quality Jobs through LB 840 Program
6. Assist CRA in Identifying and Creating New Business Redevelopment Projects
7. Participate in Creating a New Vision for Downtown

Infrastructure

8. Support Infrastructure for Sustained Housing/Commercial Development
9. Develop Funding for Southern Sewer Expansion Project
10. Rework and Implement Annexation Policies
11. Complete Railroad Corridor Study and Develop Implementation Plan

Government Efficiency

12. Move to Lower City Tax Rate to 22.5 Cents per \$100
13. Seek Interlocal Partnerships that Eliminate Duplication and Promote Efficiency
14. Reduce Costs by Streamlining City Services
15. Complete a Comprehensive City Code Review and Update
16. Identify and Develop Citizen-Friendly Programs and Policies

Quality of Life

17. Continue Construction of the Library Expansion Project
18. Support Ethnic Diversity Programs through Multi-Cultural Coalition
19. Develop a Children's Play Area at Island Oasis
20. Continue to Support Development of the Heartland Public Shooting Park
21. Evaluate Racquet Center Redevelopment
22. Complete Projects at WWTP Including Odor Reduction Measures
23. Develop Policy Concerning Recreation Facility Operation Funding

Community

24. Manage/Support/Create Awareness of Community Youth Council
25. Support Start up of the Heartland Events Center
26. Develop a Community Appearance Plan
27. Develop Alternative Fuel Policy for the City
28. Form a Community Partnership to Set a Timeline and Recommendation by Year End on a 50-Meter Swimming Pool
29. Participate in Discussions with the Community Transportation Association Regarding a Public Transportation System

Public Health

30. Design Household Hazardous Waste Facility
31. Continue to Address Environmental Issues
32. Implement Storm Water Plan/Program
33. Re-Establish Septic Tank Inspection Program

Discussion was held concerning the Community Youth Council. Councilmember Pielstick requested more interaction with this group and the council. Roxy Clark, 386 North Pine Street spoke regarding housing issues and the downtown area.

Mayor Vavricek thanked City staff for their participation.

ADJOURNMENT: The meeting was adjourned at 4:30 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G4

Approving Minutes of January 31, 2006 City Council Study Session

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

January 31, 2006

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 January 31, 2006. Notice of the meeting was given in the *Grand Island Independent* on January 25, 2006.

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, Pauly, Hornady, Walker, and Haase. Councilmember Cornelius was absent. 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.

INVOCATION was given by Councilmember Jackie Pielstick followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek commented on the City Council Retreat which was held Saturday, January 28, 2006. Mayor Vavricek listed the 33 goals for 2006/2007.

Waste Water Treatment Plant Update. Public Works Director Steve Riehle reported this was an update regarding activities at the Wastewater Treatment Plant (WWTP). Introduced were Ben Thayer, Wastewater Treatment Plant Superintendent and supervisory staff Brad Titman, Mike Hargins, Roger Scott, and Fred Tustin from the WWTP.

Mentioned was the responsibility for operation and maintenance at the WWTP with 27 full-time staff operating 24 hours per day, 365 days per year. An average of 12 million gallons of sewage was treated every day with approximately 60 percent of the plant's sewage coming from 10 large customers. Mr. Riehle explained the process of the wastewater collection and treatment at the plant. The current wastewater treatment plant was built in 1964.

Mr. Riehle stated the WWTP regulatory compliance record was outstanding. The funds available were generated by sewer use fees which goes back into the WWTP capital improvements and operations of the plant.

The following were projects completed over the last three years at a cost of over \$11 million:

- Belt Filter Press
- Aerobic Digesters
- Polymer System
- Grit Handling
- Sludge Storage Lagoon
- Primary Clarifier Improvements

- Secondary Clarifier Improvements
- UV Disinfection System

Tom Heinemann, Consulting Engineer from CH2M Hill presented a progress report since his presentation to council on July 9, 2002. Reviewed were the sewage sludge handling and disposal methods.

Phase I - was completed in February 2005 which included a belt filter press (BFP) system, digester modifications, and grit handling equipment in the amount of \$8.4 million.

Phase II - Improvements included grease improvements, short-term secondary clarifiers, short-term primary clarifiers, and polymer system modifications in the amount of \$0.8 million to date.

Phase III – Consider off-site composting, vortex grit removal system, and install primary clarifier No. 3.

Phase IV – Install secondary clarifier No. 4.

Mr. Heineman stated that progress toward the goals had been made eliminating 3 primary odor sources which included: sludge holding/dewatering facilities, aerobic digester, and sludge storage lagoon. Mentioned were challenges imposed by NDEQ and changes in conditions including increased flow and organic loading from Swift, regulatory compliance, and odor.

The City's response to these challenges were presented as follows:

- WWTP had remained in compliance with permit
- Consulted with Swift regarding anaerobic lagoon improvements
- Modified composting process to respond to increased sludge production
- Updating wastewater collection and WWTP facility plans

Short-term solutions beginning January 2006 was to send all sludge to area landfills, which would curb odors originating from the WWTP. The Public Works Department would lease equipment for a special pilot study starting in March 2006 for an aerated static pile composting system. They would continue to evaluate a long-term sludge handling solution.

Three long-term alternatives were mentioned which had been short-listed included anaerobic digestion and land application of sludge, aerated static pile and land application of compost, and landfill disposal.

Additional efforts were to complete sanitary sewer collection and facility plan updates, develop expanded WWTP web page to better inform community of work being done, and complete design and construction of replacement lift station 19 near Capital Avenue and U.S. Highway 281.

Discussed was lift station 19 which was the cause of some odor and was being looked at to be replaced. Mr. Riehle stated the cost of hauling sludge was \$12,000 per week. Sources of odor were discussed along with an instrument that would be purchased to measure odor.

The following people spoke concerning odors from the WWTP:

Lewis Kent, 624 East Meves
Karen Colan, 225 Lakeside Drive
Bud Jeffries, #28 Kuester Lake
Ron Miller, 704 South Cherry
Jan Mefford, 2725 East Seedling Mile Road
Willie Skala, 323 Mallard Lane
Jeff Greer, 514 South Shady Bend Road

Discussion was held with regards to other cities such as Lincoln and Omaha that had wastewater treatment plants and how they handled odor problems. Land application of sludge was explained and the benefits.

Mayor Vavricek commented on this issue being important and that we would do everything we could to remedy it.

ADJOURNMENT: The meeting was adjourned at 9:20 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G5

Approving Minutes of February 7, 2006 City Council Study Session

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

February 7, 2006

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 February 7, 2006. Notice of the meeting was given in the *Grand Island Independent* on February 1, 2006.

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

INVOCATION was given by Pastor Rob Inge, Harvest Time Baptist Church, 1125 North Beal Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek commented on the attendance of other leadership from surrounding towns.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Random Acts of Kindness Week" February 5-11, 2006. Mayor Vavricek proclaimed the week of February 5-11, 2006 as "Random Acts of Kindness Week". Mrs. Dick DeMay was present on behalf of the AOK Ladies to receive the proclamation.

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

- Applications received by the City Clerk from the Nebraska Liquor Control Commission (LCC)
- City Clerk routs application to the Fire, Health, Building, and Police Departments for inspections
- City Clerk sends letter to applicant of date, time, and place of hearing
- Departments return application with recommendation to City Clerk
- Public Hearing held by the City Council
- City Council makes one of four decisions on application:
 - a.) Approve application
 - b.) No recommendation without stipulations
 - c.) No recommendation with stipulations
 - d.) Deny application
- City Clerk notifies LCC of decision from City Council

- LCC requires review from State Patrol, Health, State Fire Marshal, and Local Governing Body
- LCC makes one of four decisions:
 - a.) If local governing body approves application, LCC will hold license for 10 days to allow for protests, if no protests license will be issued to the Clerk.
 - b.) If no local recommendation without stipulations, LCC will hold license for 45 days to allow for protests, if no protests license will be issued to the Clerk.
 - c.) If no local recommendation with stipulations, LCC will review stipulations and determine if a hearing is needed. License will either be approved and sent to the Clerk or a hearing will be held.
 - d.) If local governing body denies the application, LCC will automatically set a hearing date. Commission will decide to either deny or approve the license.
- If LCC approves, the license is sent to the Clerk.

Briefly discussed were the processes for change of locations, reconstruction, additions, and deletions to liquor licenses. This process was similar to a new license except no license fee or occupation tax was collected at the local level. Long form renewals were presented which were the same processes as the new application.

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

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

Discussion was held with regards to Special Designated Liquor Licenses (SDL). Ms. Edwards reported that this was a 1 day license and was covered under the LCC Rules and Regulations Section 53-124.11. Retail licensee's can have up to 6 SDL's per year for a fee of \$40.00 each paid to the state and \$20.00 paid to the City. If the retail licensee holds a catering designation there was no fee.

The following procedures were presented for SDL's:

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

Ms. Edwards presented the City of Grand Island Liquor Application Checklist and reported that this list was from the LCC Rules and Regulations Section 53-125 and 53-132 and was the same qualification the Liquor Control Commission used for reviewing applications. Each department reviewing an application used the checklist to make their recommendation.

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

Police Chief Steve Lamken reported on bar checks, compliance checks, tavern violations, and license application investigations. Police Captain Robert Falldorf reported on the background investigations.

State Patrol Investigator Lori Rogers reported on State Patrol procedures for liquor licenses. Mentioned was the 17 county area that she was responsible for and the importance of working with the Police and Sheriff's Departments. Discussed was the background checks done by the State Patrol for each license. Sting operations were mentioned.

City Clerk RaNae Edwards reported that all Class "C" licenses expire October 31st of each year and all Non-Class "C" licenses expire April 30th of each year. Statewide, there were 5,203 liquor licenses. Grand Island had 52 Class "C" and 64 Non-Class "C" liquor licenses. Ms. Edwards mentioned that all new licenses were to be approved by resolution. Section 53-133 and 53-132.04 was discussed with regards to state and local hearings.

Executive Director Hobert Rupe with the Nebraska Liquor Control Commission reported on the processes at the state for liquor licenses. Mentioned was the importance of having someone from the local governing body represented at the LCC hearings. Mr. Rupe explained the Liquor Commission's role and appointments.

A lengthy discussed was held with regards to the city's ability to cancel or revoke a license, distance from churches, schools or hospitals, liquor manager's responsibilities, stipulations that could be added to licenses by the governing body, and felony and Class I Misdemeanors of applicants.

Stan Clouse, City Councilmember from Kearney asked questions concerning retail licensees with regards to Class I Misdemeanors.

ADJOURNMENT: The meeting was adjourned at 9:35 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G6

Approving Preliminary Plat for LaRue Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: February 14, 2006

Subject: Larue Subdivision - Preliminary Plat

Item #'s: G-6

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

Background

This subdivision proposes to create 202 lots on a parcel of land located in the E ½ NW ¼ 36-11-10. This land consists of approximately 56.292 acres. This property is zoned R4-High Density Residential.

Discussion

The proposed subdivision is an infill development west of the Moore's Creek Drainway north of Faidley Avenue as it will extend to the west of the Drainway . This project will provide a combination of low income elderly housing, market rate townhouse rentals and moderately priced single family owner occupied housing.

The developer Housing Plus L.L.C. is expecting to use low income housing tax credits to finance the low income elderly rental housing. They will be paving Windridge Avenue in the southeast portion of the development to city standards (37' wide concrete curb and gutter) but are requesting the ability to maintain this street as a private street for the 15 year period of the low income housing tax credits. The tax credits cannot be used to pay for public infrastructure but they can be used for private infrastructure. At the end of the 15 year period, the improvements can be turned over to the city.

The developers would turn the street over to the City at that point in time if the City wishes to accept it. The developers would also be willing to contract with the city to perform routine maintenance and snow removal on this property in a manner similar to that performed on City streets.

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

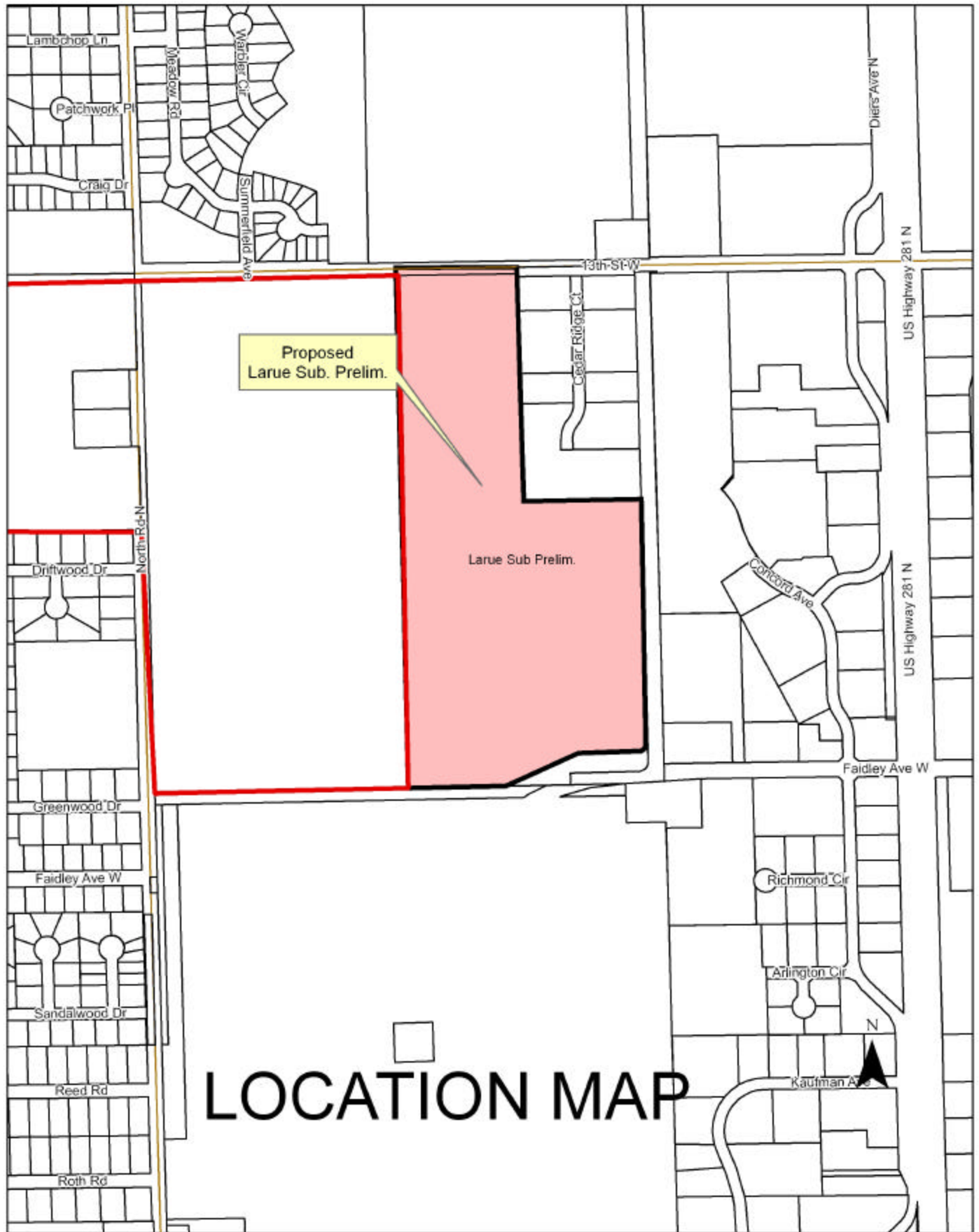
Recommendation

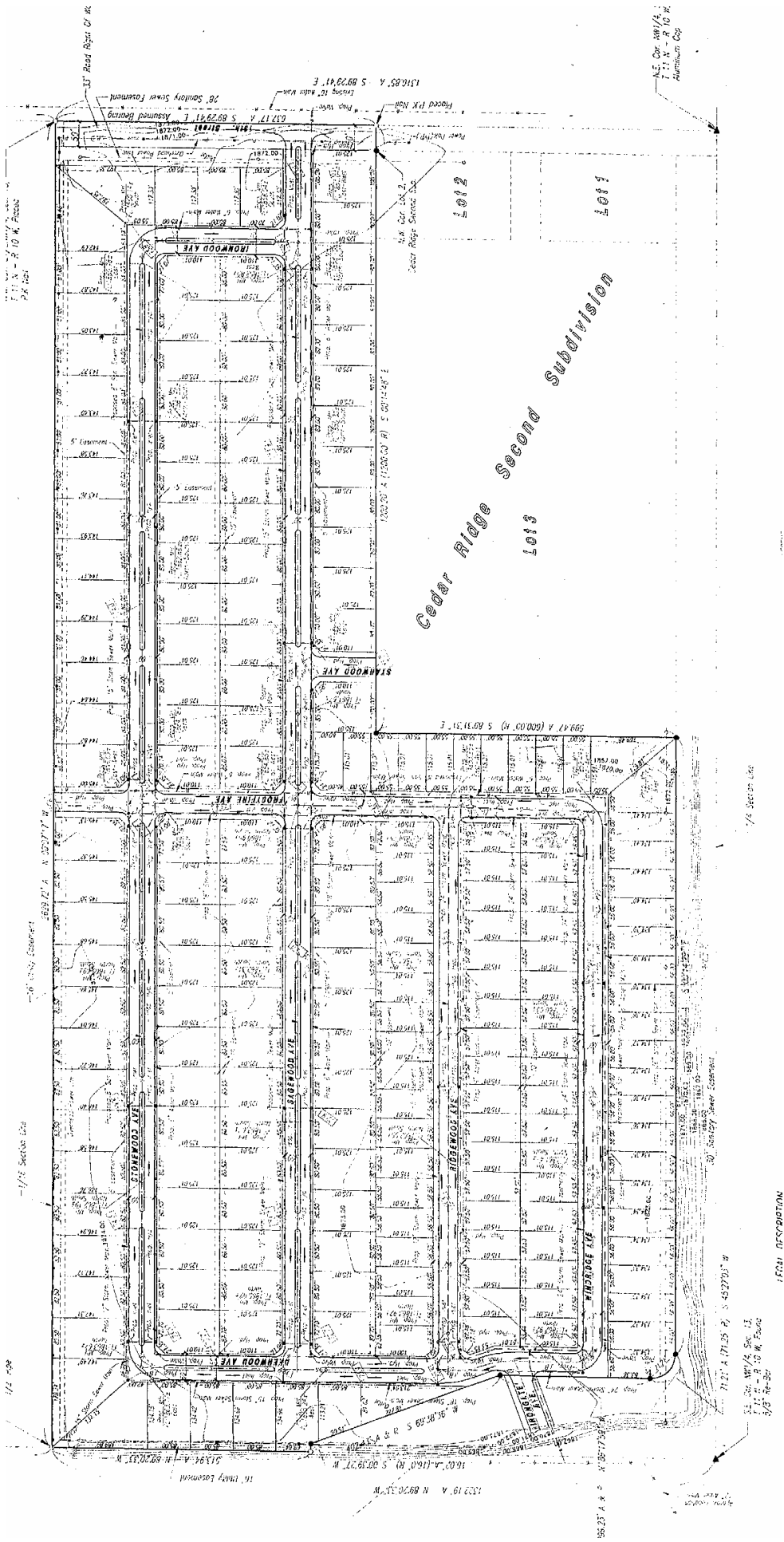
A motion was made by Ruge 2nd by Hayes to approve the preliminary plat as presented.

A roll call vote was taken and the motion passed with 8 members present (Amick, Reynolds, O'Neill, Brown, Niemann, Miller, Ruge, Hayes) voting in favor and 1 member voting in opposition (Eriksen).

Sample Motion

Approve the Preliminary Plat for Larue Subdivision as presented.







City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G7

**#2006-35 - Approving Final Plat and Subdivision Agreement for
Logan's Subdivision**

Staff Contact: Chad Nabitv

Council Agenda Memo

From: Regional Planning Commission

Meeting: February 14, 2006

Subject: Logan's Subdivision - Final Plat

Item #'s: G-7

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

Background

This subdivision proposes to create 1 lot on a parcel of land in the SE ¼ 34-11-09. This land consists of approximately 1.93 acres.

Discussion

This is a one time split from a parcel of 80 acres or more. The property is zoned TA Transitional Agricultural and there are no reported feeding operations near this site. City sewer and water are not available to this subdivision and it is not anticipated that services will be extended to this point in the near future. This lot fronts onto Stuhr Road. This subdivision meets the requirements of the Grand Island Zoning and Subdivision Regulations.

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

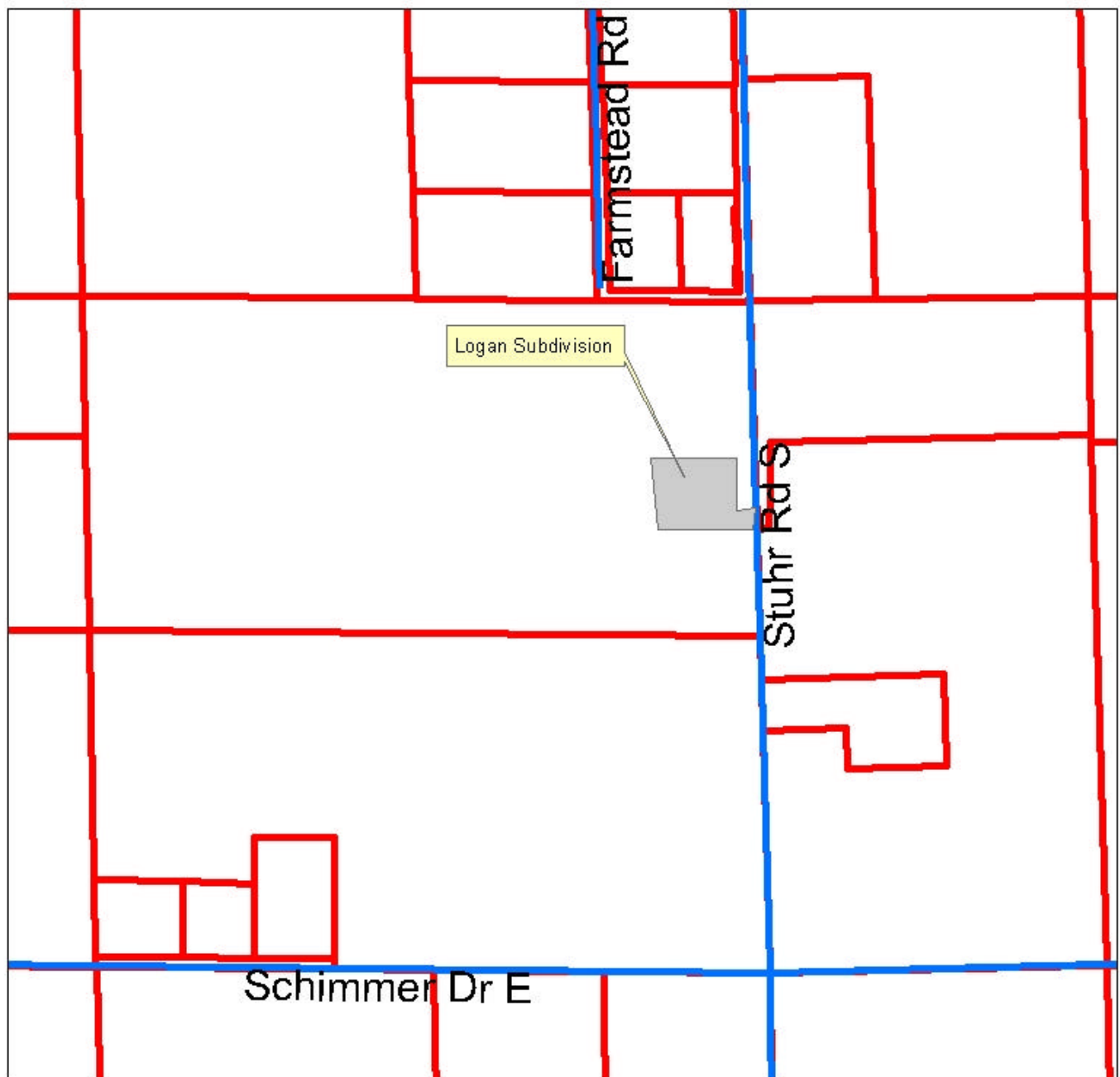
Recommendation

A motion was made by Hayes 2nd by Miller to approve the final plat as presented.

A roll call vote was taken and the motion passed with 8 members present (Reynolds, Eriksen, Niemann, O'Neill, Brown, Miller, Ruge, Hayes) voting in favor and 1 member (Amick) abstaining.

Sample Motion

Approve the Final Plat for Logan's Subdivision as presented.



0 310 620 1,240 1,860 2,480 Feet

Aproximate Location of Logan Subdivision
Hall County Regional Planning Department
Chad Nabity 1-19-06



RESOLUTION 2006-35

WHEREAS, Helen E. Schimmer, a single person, and the Central Nebraska Natural Resources District, a political subdivision, as owners, have caused to be laid out into a lot, a tract of land comprising a part of the Southeast Quarter (SE1/4) of Section Thirty Four (34), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska, under the name of LOGAN'S SUBDIVISION, and has caused a plat thereof to be acknowledged by them; 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 owners 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 LOGAN'S 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, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G8

#2006-36 - Approving Acquisition of Utility Easement - Along the East Side of Engleman Road from Potash Highway South 1/2 Mile - Hargens

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

Staff Contact: Gary R. Mader

RESOLUTION 2006-36

WHEREAS, a public utility easement is required by the City of Grand Island, from Glenwood H. Hargens, Trustee of the Jane H. Hargens Family Trust and Trustee of the Hargens Family Joint Revocable Trust, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on February 14, 2006, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of the Northwest Quarter (NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in Hall County, Nebraska, the easement and right-of-way being more particularly described as follows:

The easterly seven (7.0) feet of the westerly forty (40.0) feet of the Northwest Quarter (NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West, except the northerly six hundred eighty one and twenty one hundredths (681.21) feet thereof.

The above-described easement and right-of-way containing 0.32 acres, more or less, as shown on the plat dated January 17, 2006, 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 Glenwood H. Hargens, Trustee of the Jane H. Hargens Family Trust and Trustee of the Hargens Family Joint Revocable Trust, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G9

#2006-37 - Approving Acquisition of Utility Easement - 2900 Old Lincoln Hwy. - Military Dept. of the State of Nebraska - (National Guard Armory)

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

Staff Contact: Gary R. Mader

RESOLUTION 2006-37

WHEREAS, a public utility easement is required by the City of Grand Island, from The Military Department of the State of Nebraska, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on February 14, 2006, for the purpose of discussing the proposed acquisition of an easement located in part of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) of Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, the centerline of the twenty (20.0) foot wide easement being more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter (SW1/4) of Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West; thence westerly along the southerly line of said Southwest Quarter (SW1/4), a distance of six hundred seventy three (673.0) feet; thence northerly and perpendicular to the southerly line of said Southwest Quarter (SW1/4), a distance of three hundred fifty eight (358.0) feet; thence westerly and parallel with the southerly line of said Southwest Quarter (SW1/4), a distance of two hundred thirty five and fifty seven hundredths (235.57) feet to the ACTUAL point of beginning; thence deflecting left 90°00'00" and running southerly, a distance of eighty (80.0) feet.

The above-described easement and right-of-way containing 0.037 acres, more or less, as shown on the plat dated February 2, 2006, 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 The Military Department of the State of Nebraska, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G10

#2006-38 - Approving Bid Award for Water Main Project 2006-W-2 - Sycamore and 1st Streets

Staff Contact: Gary R. Mader; DaleShotkoski

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, Asst. City Attorney/Purchasing

Meeting: February 14, 2006

Subject: Bid Award – Water Main Project 2006-W-2 Sycamore Street and First Street

Item #'s: G-10

Presenter(s): Gary R. Mader, Utilities Director

Background

This is a water main replacement project on the east side of Sycamore Street, from 1st Street to 2nd Street and on the north side of 1st Street from Sycamore Street to Kimball Street. The existing mains are over 80 years old and are substandard. Their age and size have the potential to become a vulnerability to the system and are part of an overall plan to upgrade the old lines in the area. The project would replace the existing 4" diameter water mains with 8" mains in the two referenced blocks. Attached is a map of the area for general reference.

This project is being done at this time to allow for the landscaping around the new parking lot east of City Hall. The main is located just behind the curb line, in the street R-O-W. Replacement and upgrade of this line now will avoid having to disturb the completed landscaping at some future date.

Discussion

Five potential contractors, along with four plan information services, received the bid package. In accordance with City Procurement Codes, the bids were publicly opened at 11:00 a.m. on February 2, 2006. Two bids were received and are summarized below:

Bidder:	The Diamond Engineering Company Grand Island, NE	General Excavating Lincoln, NE
Bid Security:	Universal Surety Company	Universal Surety Company
Exceptions:	None	None
Bid Price:	\$44,413.27	\$80,781.17

The bid from the low bidder has been checked and evaluated. It is complete and without exceptions. The bid is below the project estimate of \$60,000.00 and meets all City contract requirements.

Alternatives

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

1. Move to approve award of Water Main Project 2006-W-2, Sycamore Street and 1st Street
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council award the contract for Water Main Project 2006-W-2 to the low bidder, Diamond Engineering of Grand Island, NE in the amount of \$44,413.27.

Sample Motion

Motion to approve award of the contract for Water Main Project 2006-W-2 to Diamond Engineering.



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: February 2, 2006 at 11:00 a.m.
FOR: Water Main Project 2006-W-2
DEPARTMENT: Utilities
ESTIMATE: \$60,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: January 16, 2006
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>The Diamond Engineering Company</u> Grand Island, NE	<u>General Excavating</u> Lincoln, NE
Bid Security:	Universal Surety Company	Universal Surety Company
Exceptions:	None	None
Bid Price:	\$44,413.27	\$80,781.17

cc: Gary Mader, Utilities Director
Tom Barnes, Utilities Dept. Eng. Mgr.
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

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

P1054

RESOLUTION 2006-38

WHEREAS, the City of Grand Island invited sealed bids for Water Main Project 2006-W-2 (Sycamore and 1st Streets), according to plans and specifications on file with the City Engineering Office at Phelps Control Center; and

WHEREAS, on February 2, 2006, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$44,413.27; and

WHEREAS, The Diamond Engineering Company's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$44,413.27 for Water Main Project 2006-W-2 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G11

**#2006-39 - Approving Contract for Architectural/Engineering
Services for Household Hazardous Waste and Recycling Complex**

Staff Contact: Paul Bresino

Council Agenda Memo

From: Paul M. Briseno, Assistant to the City Administrator

Meeting: February 14, 2006

Subject: Approving Contract for Architectural Services Design for a Household Hazardous Waste Collection and Recycling Facility

Item #'s: G-11

Presenter(s): Paul M. Briseno, Assistant to the City Administrator

Background

At the February 2004 City Council retreat, the Grand Island City Council identified the development of a permanent, regional Household Hazardous Waste (HHW) facility as a community goal. A committee and business plan has been presented to the council in January 2005. The first step in obtaining a permanent facility was realized in 2005 when the City of Grand Island received a grant from the Nebraska Department of Environmental Quality to fully fund architectural services.

Discussion

The City Council has before it a contract for retaining the services of Miller and Associates/Milco, to design a household hazardous waste collection and recycling facility at the municipal transfer station. The contract has been negotiated by the Household Hazardous Waste Collection and Recycling Committee representative and by the City Attorney's Office. We are recommending the approval of this contract.

Alternatives

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

1. Move to approve the contract to retain Miller and Associates/Milco to design a household hazardous waste collection and recycling facility.

2. Deny the proposed contract.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the contract between the City of Grand Island and Miller and Associates/Milco for designing a household hazardous waste collection and recycling facility.

Sample Motion

Motion to approve the contract with Miller and Associates/Milco for designing a household hazardous waste collection and recycling facility.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ARCHITECTURAL/ENGINEERING SERVICES FOR
HOUSEHOLD HAZARDOUS WASTE AND RECYCLING COMPLEX**

RFP DUE DATE: December 2, 2005 at 4:00 p.m.
DEPARTMENT: Administration
PUBLICATION DATE: November 11, 2005
ESTIMATE: \$75,000.00
ACCOUNT NO: 25111601-85213
NO. POTENTIAL BIDDERS: 11

SUMMARY OF PROPOSALS RECEIVED

Jacobson Helgoth Consultants
Omaha, NE

Olsson Associates
Grand Island, NE

MILCO Environmental Services, Inc.
Kearney, NE

JEO
Lincoln, NE

cc: Paul Briseno, Assist. to City Administrator
David Springer, Finance Director
Laura Berthelsen, Legal Assistant

Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

P1042

RESOLUTION 2006-39

WHEREAS, the City Council in Resolution 2005-27, authorized City staff to submit an application to the Nebraska Department of Environmental Quality for a grant to pay the cost of hiring an architect and engineering firm to design a Household Hazardous Waste Facility; and

WHEREAS, the City was successful in obtaining a grant of \$75,000 to pay for architectural and engineering services for a Household Hazardous Waste Facility; and

WHEREAS, the City advertised a Request for Proposals for Architectural / Engineering Services for the Design of a Permanent Household Hazardous Waste and Recycling Complex; and

WHEREAS, City staff reviewed the proposals submitted in response to the Request for Proposals and selected the proposal of MILCO Environmental Services, Inc.; and

WHEREAS, City staff has negotiated an "Agreement for Environmental Consulting Services" for engineering and architectural services for designing the facility, assisting with bidding and negotiations with contractors and construction supervision; and

WHEREAS, the MILCO proposal for the above-referenced services is a lump sum fee in the total amount of \$67,500.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island accepts the "Agreement for Environmental Consulting Services" for architectural, engineering, bidding and construction supervision for a Household Hazardous Waste Facility for a lump sum fee in the total amount of \$67,500.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the "Agreement for Environmental Services" with MILCO Environmental Services, Inc.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney

RaNae Edwards, City Clerk

MILCO

Environmental Services, Inc.

1111 Central Avenue
Kearney, NE 68847
Tel: 308-237-5923
Fax: 308-234-1146
E-mail: milco@ocsmccook.com

February 3, 2006

Mr. Paul M. Briseno
Assistant to the City Administrator
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802



Re: Household Hazardous Waste and Recycling Complex
Grand Island, Nebraska
Project No. M149-G1-06-06

Dear Mr. Briseno:

Enclosed are three (3) final copies of the Agreement for Environmental Consulting Services for the Council's consideration and signatures.

If you have further questions regarding this agreement, please feel free to contact me at 308/345-4741.

Respectfully submitted,
MILCO Environmental Services, Inc.

A handwritten signature in cursive script that reads "Jacqueline B. Hughes, P.E.". The signature is written in black ink and is positioned above the printed name.

Jacqueline B. Hughes, P.E.

JBH/jh

Enclosure

AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT is made this _____ day of _____, 2006, and entered by and between the *CITY OF GRAND ISLAND*, hereinafter referred to as "Client", and *MILCO ENVIRONMENTAL SERVICES, INC.*, hereinafter referred to as "Consultant." This Agreement consists of this document which contains the general terms and conditions to which the parties mutually agree and includes Attachment A (Scope of Services) and Attachment B (Compensation Provisions) attached to this document and by this reference incorporated herein as part of this Agreement. In consideration of the mutual promises, covenants and agreements contained herein, the parties agree:

ARTICLE 1: ENGAGEMENT

1.1 The Client hereby engages Consultant and Consultant hereby accept the engagement to perform certain professional environmental services described in Attachment A (hereinafter the "Project") for the Client at the site located at: *5050 Old Potash Highway, Grand Island, NE hereinafter the "Site."*

ARTICLE 2: SERVICES

2.1 Consultant's basic services consist of the specific activities set forth as Section 1.1 in Attachment A.

2.2 Consultant will provide Client with a written report in connection with the services performed. The report will present such findings and conclusions with respect to the Project as Consultant may reasonably make in accordance with information developed during the course of the project. In preparing the report, Consultant may review and interpret certain information provided to it by third parties, including government authorities, registries of deeds, testing laboratories and other entities. Consultant will not conduct an independent evaluation of the accuracy or completeness of such information and will rely on such entities therefore. The report will be prepared for, and for the sole use of, the Client, and the contents thereof may not be used or relied upon by any other person without the express written consent and authorization of Consultant.

2.3 The Client acknowledges and agrees that Consultant does not make any representation to the Client that every detectable environmental pollutant or contaminant will be discovered through the performances of services hereunder and that services to be performed by Consultant under this Agreement cannot wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with the site.

ARTICLE 3: RESPONSIBILITIES OF THE CLIENT

3.1 The Client shall provide all information in its possession, custody or control which relates to the Site or information which the Client has reason to suspect relates to the Site, its present and prior uses, or to activities at the Site which may bear upon the services of Consultant under this Agreement, including, but not limited to, the following:

- (i) A legal description of the Site, including boundary lines, topographics, easements, right of way surveys, zoning, deed and land use restrictions and a Site plan;
- (ii) Historical information as to the prior owners of the Site which shall include a title

- (iii) search of and a written title report on the site to be prepared by a registered abstracter;
- (iv) Identification of the location of utilities, underground tanks, and other structures and the routing thereof at the Site, including available plans of the Site;
- (v) A description of activities which were conducted at the Site at any time by the Client or by any person or entity which would relate to the services provided by Consultant;
- (vi) Known hazardous substances or conditions, or any other conditions requiring special care;
- (vii) Identification, by name, quantity, location, and date, of any release of hazardous substances known to have been released at the Site;
- (viii) Previous environmental assessments and audits.

3.2 The Client has selected the budget to be used by Consultant in performing the professional services under this Agreement, which budget is reflected in the compensation provisions set forth in Attachment B.

3.3 The Client shall arrange for Consultant, its agents and representatives, to have unrestricted access to the Site and all buildings and facilities thereon at reasonable times throughout contract performance by Consultant

3.4 Client acknowledges that it may be required to report regulated conditions at the Site to the appropriate public authorities, including the Environmental Protection Agency, in accordance with applicable law. Client indemnifies and holds Consultant harmless from any requirement to report such conditions.

3.5 The services, information, and other data required by this article to be furnished by the Client shall be at the Client's expense, and Consultant may rely upon all data furnished by the Client, and the accuracy and completeness thereof.

3.6 Client acknowledges that should the State of Nebraska withhold funds from the Client or Consultant for this project, to pay for unrelated taxes owed to the state by the Client, the Client will be responsible to pay Consultant fees deducted, as it is not the Consultant's liable to pay for previously owed State taxes.

ARTICLE 4: SERVICES EXCLUDED

4.1 Services not expressly set forth in writing in this Agreement are excluded from the scope of Consultant's services, and Consultant assumes no duty to the Client to perform such services.

4.2 Unless specifically listed in Attachment A, Consultant's services exclude testing for the presence of, monitoring of, storage of, treatment of, abatement of, disposal of, or removal of hazardous substances, hazardous material, hazardous wastes, or hazardous oils or petroleum by-products at or on the site.

ARTICLE 5: PAYMENT TO CONSULTANT

5.1 For services performed, the Client will pay Consultant the fees and charges set forth in Attachment B, Compensation Provisions.

5.2 Progress payments shall be made by Client for services rendered and costs incurred by Consultant as

indicated within this Agreement and shall be due and owing within thirty (30) days of Consultant's submittal of invoice or statement for payment. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth day of the date of Consultant's invoice or statement.

ARTICLE 6: PERIOD OF SERVICES

6.1 Consultant and Client shall promptly commence and diligently proceed with the performance of their obligations under this Agreement. Conditional upon full and prompt cooperation from Client and other agencies or parties from whom Consultant must rely upon for information or documentation in the performance of its services hereunder, Consultant estimates the design services will be completed by July 1, 2006.

6.2 In the event that Consultant, or any of its subcontractors, is delayed at any time in performing the tasks set forth herein by any act or neglect of the Client, or any representative, contractor, employee or agent of the Client, or by fire and other casualty, unusual delay in transportation, inclement weather, act of war or governmental preemption, or any delay in the review of specific tasks set forth herein, or any delay in approval by any federal, state or governmental agency or any other causes beyond Consultant's control, or by delay authorized by the Client pending resolution of a dispute, or any significant modification or changes in the extent of the work to be performed by Consultant, then the time for performance of the Project shall be extended by the same number of days as such occurrence delays such completion. Consultant shall not be responsible for, and the Client shall hold Consultant harmless from, any expenses or other consequences resulting from any such occurrence or delays.

6.3 If the Client or others require significant modifications or changes to the scope of the Project or Consultant's services or if the Client or others substantially delay Consultants performance, the time of performance of Consultant's services and its compensation shall be adjusted appropriately.

ARTICLE 7: INDEPENDENT PARTY

7.1 Consultant is an independent contracting party and not an agent or employee of the Client. No aspect of this Agreement, nor any activities undertaken in relation to this Agreement, are intended to establish any relationship of employment, agency, partnership, or joint venture between Consultant and Client.

ARTICLE 8: STANDARD OF CARE

8.1 The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services under similar circumstances at the same time and in the same geographic area or locality the services are performed.

8.2 The Client agrees that no further warranty or guaranty, expressed or implied, is made by Consultant with respect to the services furnished hereunder, and all implied warranties are hereby disclaimed.

ARTICLE 9: INSURANCE

9.1 Consultant shall maintain, at its own expense, Workers Compensation Insurance and Comprehensive General Liability Insurance with limits of coverage set by Consultant and will, upon request, furnish insurance certificates to the Client. Consultant agrees to indemnify the Client for the hazards covered by Consultant's insurance subject to the limitation of liability as set forth below.

Workers Compensation	Statutory
Employers Liability	\$100,000 each accident
	\$100,000 disease/each employee
	\$500,000 disease/policy limit
Comprehensive General Liability	\$1,000,000 each occurrence
	\$100,000 damage to rented premises – each occurrence
	\$5,000 medical expenses, any one person
	\$1,000,000 Personal Injury
	\$2,000,000 General Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit – each accident
Excess Umbrella Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Professional Liability (errors and omissions)	\$1,000,000

ARTICLE 10: LIMITATION OF CONSULTANT'S LIABILITY - *Deleted*

ARTICLE 11: INDEMNIFICATION

11.1 Client and Consultant recognize and agree that Consultant bears no responsibility whatsoever for the creation existence, presence, transportation, handling, disposal, storage and/or other operations or activities in relation to toxic, hazardous, radioactive, infectious or other dangerous gas, vapor, smoke, fumes, soot, acid, alkali, chemical, metal and/or biological, fluid, liquid, or solid irritant, contaminant, pollution, waste and/or other substance, material or condition in relation to the work, whether at the Site or otherwise; and, further, the Consultant's compensation is in no way commensurate with the risks of personal or bodily injury, death and/or property damage associated with such activities and/or substances.

11.2 The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against any damages, liabilities and costs arising from the negligent acts of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Consultant and the Client. The Consultant shall not be obligated to indemnify the Client for the Client's own negligence.

ARTICLE 12: CHANGES

12.1 The total compensation constitutes Consultant's estimate of the effort and charges required to complete the Project as Consultant understands it to be defined. As the project progresses, the facts developed may dictate a change in direction, additional effort or suspension in effort, which may alter the scope. Consultant will use reasonable efforts to inform the Client of such situations when in Consultant's judgment negotiation of change in scope and adjustment to the time and cost of performance is appropriate.

12.2 In the event Consultant performs additional work, including but not limited to work due to changes in codes or regulations issued by any regulatory agency after execution of this Agreement, or performs other services not included herein, additional compensation shall be paid Consultant as is mutually agreed upon, in writing.

12.3 In no event shall Consultant be obligated to perform services which would result in billings exceeding the funding limitation set forth in Attachment B.

ARTICLE 13: SUSPENSION

13.1 Failure by Client to make timely payments of Consultant's invoice shall entitle Consultant to suspend performance of services under this Agreement. Unless payment in full is received by Consultant within seven (7) days of the date notice of the suspension is mailed to the Client by Consultant, the suspension shall take effect without further notice. Consultant shall not be liable for any damages or delays caused by such suspension.

ARTICLE 14: TERMINATION

14.1 Consultant may terminate this Agreement, in whole or in part, at its election upon seven (7) days' written notice to the Client upon one or more of the following events: (1) invoices for services remain unpaid for over thirty (30) days; (2) an "unexpected contingency" occurs, which shall mean (a) unavoidable accidents, acts of God or unavailability of transportation or restrictions on access to the Site; (b) any lawful order issued by the United States, state or local governmental authority; (c) the client becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency; (d) delay in receipt of information, documentation, or filings from governmental entities or other third parties; or (e) any other cause beyond Consultant's reasonable control which adversely affects Consultants ability to carry out its obligations herein. Upon termination of this Agreement by Consultant under this section, Consultant shall be compensated for its services performed prior to the date of such termination, and for other expenses reasonably or necessarily incurred in connection with such termination.

ARTICLE 15: CONFIDENTIALITY

15.1 Both parties shall keep confidential all documents which either party has identified in writing as containing information which is confidential and proprietary and neither party will disclose or otherwise make such information available to third parties without the express written consent of the other party. Notwithstanding the foregoing, nothing contained herein shall prohibit Consultant from testifying with regard to its work or findings or releasing documents and work product under compulsion of subpoena.

ARTICLE 16: OWNERSHIP AND REUSE OF DOCUMENTS

16.1 All documents, including original drawings, estimates, specifications, field notes and other data prepared by Consultant pursuant to this Agreement are and remain the property of Consultant and Client as instruments of services in respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Clients sole risk and without liability or legal exposure to Consultant; and the Client shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

ARTICLE 17: ASSIGNMENT

17.1 The obligations of this Agreement shall be binding upon the successors, assigns, executors,

administrators, and the legal representatives of both Consultant and the Client. Neither Client nor Consultant shall assign or transfer any rights or obligations under, or interest in, this Agreement without the written consent of the other, except that Consultant may assign this agreement to its affiliates or to subcontract any part or portion of the services to be performed hereunder.

ARTICLE 18: THIRD PARTY BENEFICIARIES

18.1 Nothing contained in this Agreement shall be construed to create any rights or benefits in this Agreement to anyone other than Client and Consultant, without the specific advance written consent and approval of both. Nothing in this Agreement is intended to, nor shall this Agreement create, a contractual relationship with or a cause of action in favor of any third person or entity against Client or Consultant.

ARTICLE 19: LITIGATION COMPENSATION

19.1 Client acknowledges that in the event of litigation and/or governmental investigations or regulatory procedures regarding the project, Consultant may be subpoenaed or otherwise compelled or called upon by parties to such litigation, or by governmental agencies, to provide testimony, documents, information, or other materials or matters relating to the site and that compensation paid to Consultant under this Agreement does not include compensation for such testimony or other involvement in such litigation or regulatory procedures relating to the site.

ARTICLE 20: INTEGRATION; AMENDMENTS; MODIFICATIONS

20.1 This Agreement represents the entire and integrated agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by a written instrument signed by each party.

ARTICLE 21: SURVIVAL

21.1 The provisions of this Agreement shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

ARTICLE 22: NOTICE

22.1 Notices from either party to the other shall be in writing and deemed given upon delivery by hand or upon mailing by certified mail, return receipt requested and postage prepaid, to the respective parties at their addresses set forth herein or at such other address or addresses each may subsequently provide to the other, in writing. Notice given in any other fashion shall be deemed given and effective when actually received.

ARTICLE 23: LAWS

23.1 This Agreement, and all rights and obligations of the parties hereunder, and any disputes hereunder, shall be construed and governed by the law of the State of Nebraska. This Agreement, and all rights and obligations of the parties hereunder, and any disputes hereunder, shall be construed and governed by the law of the State of Nebraska.

ARTICLE 24: PARTIAL INVALIDITY

24.1 If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and shall be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

In witness whereof, the parties hereto have executed this Agreement the day and year following their signatures.

MILCO ENVIRONMENTAL SERVICES, INC.

By: Chris Amick

Title: PRESIDENT

Date: 2/3/06

CITY OF GRAND ISLAND

By: _____

Title: _____

Date: _____

ATTACHMENT A

This attachment is to the AGREEMENT between *MILCO Environmental Services, Inc.* ("Consultant"), and the *CITY OF GRAND ISLAND* ("Client") for a PROJECT generally described as: *Architectural/Engineering Services for the design of a Permanent Household Hazardous Waste and Recycling Complex for the Grand Island Service Area.*

Consultant agrees to furnish Client the following specific services:

- 1.1 Consultant shall perform professional services as hereinafter stated which include customary services, including such civil, structural, mechanical and electrical engineering services and architectural which are normal and incidental thereto, with special consideration to the environmental uses and safety issues associated with the building, for the following scope of work: *Architectural/Engineering Services for the design of a Permanent Household Hazardous Waste and Recycling Complex for the Grand Island Service Area.*
- 1.2 Preliminary Design Phase; The Consultant shall: After written authorization to proceed with the Preliminary Design Phase, Consultant shall:
 - 1.2.1 In consultation with Client, determine the extent of the Project by Reviewing the *Operation Plan for The Central Nebraska Household Hazardous Waste Collection Facility, Grand Island, Nebraska* and meeting with City staff and program manager(s) who will use the building.
 - 1.2.2 Perform a site survey as necessary and prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
 - 1.2.3 Based on the information contained in the preliminary design documents, submit an opinion of probable Project Costs.
 - 1.2.4 Furnish the preliminary design documents and present and review them with Client. For this building, meeting with the Client may include City Staff and Program Managers for the Goodwill Industries Aluminum Recycling Program and for the Grand Island Clean Community System Household Hazardous Waste Collection Program.
- 1.3 Final Design Phase; After written authorization to proceed with the Final Design Phase, Consultant shall:
 - 1.3.1 On the basis of the accepted preliminary design documents and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
 - 1.3.2 Furnish to Client such documents and design data as may be required for, and assist in the preparation of the required documents so that Client may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.3.3 Advise Client of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.3.4 Prepare for review and approval by Client, his legal counsel and other advisors, contract agreement forms, general conditions and supplemental conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.3.5 Furnish five copies of the above documents and present and review them in person with Client.

1.4 Bidding or Negotiating Phase; After written authorization to proceed with the Bidding or Negotiating Phase, Consultant shall:

1.4.1 Assist Client in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

1.4.2 Consult with and advise Client as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.4.3 Consult with and advise Client as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.4.4 Assist Client in evaluating bids or proposals and in assembling and awarding contracts.

1.4.5 Reproduction costs of the bidding documents is to be paid by the Client to the Consultant as a reimbursable expense, and is not included in the lump sum fee, as delineated in Section 2.1.8.

1.5 Construction Phase; During the Construction Phase Consultant shall:

1.5.1 Prepare pre-construction agenda, advise and act as Client's representative during the meeting and prepare pre-construction minutes for distribution.

1.5.2 Consult with and advise Client and act as his representative. All of Client's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Client to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.5.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of

Contractor(s). Consultant's efforts will be directed toward providing a greater degree of confidence for Client that the completed work of Contractor(s) will conform to the Contract Documents, but Consultant shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, Consultant shall keep Client informed of the progress of the work, shall endeavor to guard Client against defects and deficiencies in the work and may disapprove or reject work failing to conform to the Contract Documents.

1.5.4 Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto) determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.5.5 Issue all instructions of Client to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith, prepare change orders as required; have authority, as Client's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Client and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but Consultant shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.5.6 Based on Consultant's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to Client, based on such observations and review, that the work has progressed to the point indicated, that, to the best of Consultant's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment Consultant will not thereby be deemed to have represented that continuous or exhaustive examination have been made by Consultant to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incidental thereto or that Consultant has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.5.7 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that Consultant may recommend, in writing, final payment to each Contractor and may give written notice to the Client and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.5.5.

1.5.8 Consultant shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s) work; however, nothing contained in paragraphs 1.5.1 thru 1.5.7, inclusive shall be construed to release Consultant from liability for failure to properly perform duties undertaken by him in the Contract Documents.

2.1 Additional Services of Consultant

If authorized in writing by Client, Consultant shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services.

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Client.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond Consultant's control.

2.1.3 Providing renderings or models for Client's use.

2.1.4 Preparing documents for alternate bids requested by Client for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting Client in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by Client.

2.1.6 Furnishing the services of special consultants for other than the customary architectural services, including such civil, structural, mechanical and electrical engineering services which are normal and incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when Client authorizes Consultant to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.7 Services resulting from the award of more than one separate prime contract for

construction, materials, equipment or services for the Project. Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the Client and administering Client's contracts for such services.

2.1.8 Expense of reproductions, postage and handling of Drawings and Specifications, excluding sets for the Client's review and approval.

2.1.9 Services in connection with change orders to reflect changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.10 Services during out-of-town travel required of Consultant other than visits to the Project site.

2.1.11 Preparing for Client, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to Consultant and which Consultant considers significant.

2.1.12 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

2.1.13 Preparation of operating and maintenance manuals; extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.15 Preparing to serve or serving as a consultant or witness for Client in any litigation, public hearing or other legal or administrative proceeding involving the Project.

2.1.16 Additional services in connection with the Project, including services normally furnished by Client and services not otherwise provided for in this Agreement.

ATTACHMENT B

This Attachment is to the AGREEMENT between MILCO Environmental Services, Inc. ("Consultant"), and the City of Grand Island ("Client") for a PROJECT generally described as: *Architectural/Engineering Services for the design of a Permanent Household Hazardous Waste and Recycling Complex for the Grand Island Service Area.*

ARTICLE 3. COMPENSATION

Compensation by Client to Consultant will be as follows:

A. LUMP SUM FEE

A lump sum fee will be invoiced on this project. The lump sum fee is delineated as follows:

- Preliminary Design Phase (Section 1.2) \$ 15,000
- Final Design Phase (Section 1.3) \$ 32,500
- Bidding & Negotiation Phase (Section 1.4) \$ 2,500
- Construction Phase (Section 1.5) \$ 17,500

B. ADDITIONAL SERVICES / HOURLY BASIS

Additional services described in Attachment A, Section 2.1, requested by the Client, and provided by the Consultant will be invoiced at hourly fees in accordance with the schedule shown below. Hourly Costs used as a basis for payment mean rates as outlined for all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel. For the purposes of this Agreement the principals of Consultant and their current hourly fees are:

Professional Environmental Engineer	\$ 95.00/hour
Licensed Architect	\$ 85.00/hour
Professional Engineer	\$ 85.00/hour
Senior Environmental Technician	\$ 60.00/hour
Environmental Technician	\$ 52.00/hour
CADD Draftsman	\$ 45.00/hour
Resident Project Representative	\$ 42.50/hour
Survey Crew, 2-Man	\$ 95.00/hour
Mileage	\$ 0.36/mile
Copies, 8.5"x11"	\$ 0.10/each
Other copies	@ cost
Shipping, incidentals	@ cost
Subcontracted services	@ cost + 10%

C. REVIEW/APPLICATION FEES

The Client will be responsible to pay for any and all Nebraska Department of Environmental Quality, State Fire Marshal, OSHA, local, state, or federal review or application fees, if fees are required.

D. RENEGOTIATION OF COMPENSATION

The fee is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT timing deviates from the anticipated construction completion schedule of December 31, 2007, for causes beyond Consultant's control, Consultant reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

E. OWNER SUPPLIED INFORMATION

Furnish to Consultant, as required for performance of Consultant's Basic Services, data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property descriptions; zoning, deed restriction, and other land use; and special data or consultations not covered in Section 2, Additional Services; all of which Consultant may rely upon in performing his services.



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G12

**#2006-40 - Approving Acquisition of a Public Utilities Easement
Located at 601 Congdon Avenue (Michael & Marilyn Galvan)**

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

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2006-40

WHEREAS, a public utility easement is required by the City of Grand Island, from Michael Galvan and Marilyn Galvan, husband and wife, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on February 14, 2006, for the purpose of discussing the proposed acquisition of an easement located in part of Lot Eight (8), Lambert's Subdivision in the City of Grand Island, Hall County, Nebraska, the ten (10.0) foot wide easement being more particularly described as follows:

Beginning at the northwest corner of said Lot Eight (8); thence running northeasterly along the northerly line of said Lot Eight (8), a distance of Ten (10.0) feet; thence running southeasterly parallel to and Ten (10.0) feet easterly of the westerly line of said Lot Eight (8), a distance of approximately One Hundred Twelve and Six Tenths (112.6) feet, to a point on the southerly line of said Lot Eight (8); thence running southwesterly along the southerly line of said Lot Eight (8), a distance of Ten (10.0) feet, to the southwest corner of said Lot Eight (8); thence running northwesterly along the westerly line of said Lot Eight (8), a distance of approximately One Hundred Twelve and Six Tenths (112.6) feet to the point of beginning and containing 0.026 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 Michael Galvan and Marilyn Galvan, husband and wife, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
February 9, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G13

#2006-41 - Approving Certificate of Final Completion for Street Improvement District 1246; Locust from Stolley Park Road to Fonner Park Road

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Certificate of Final Completion for Street Improvement District 1246; Locust from Stolley Park Road to Fonner Park Road

Item #'s: G-13

Presenter(s): Steven P. Riehle, Public Works Director

Background

The contract for Street Improvement District 1246 was awarded to The Diamond Engineering Co. of Grand Island, NE on July 22, 2003. Work commenced in November 2003 and was completed in February 2005. The Consulting Engineers Certificate of completion was signed on October 19, 2005.

Discussion

Street Improvement District 1246 was completed in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications. Costs for the project break down as follows:

Original Bid	\$1,820,276.72
Change Order #1	\$ 235,376.50
Change Order #2	\$ 60,941.20
Overruns	\$ 56,282.15
Sub Total (Construction Price)	\$2,172,876.57

Additional Costs:	
Right-of-Way Negotiations	\$ 45,549.96
Outside Engineering (Olsson Associates)	\$ 397,952.19
Total Cost	\$2,616,378.72

Alternatives

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

1. Move to approve the Certificate of Final Completion.
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 Street Improvement District 1246.

Sample Motion

Move to approve the Certificate of Final Completion.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

STREET IMPROVEMENT DISTRICT 1246

CITY OF GRAND ISLAND, NEBRASKA

JANUARY 14, 2006

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

This is to certify that construction of STREET IMPROVEMENT DISTRICT NO. 1246 has been fully completed by The Diamond Company of Grand Island, NE. The construction of this street improvement district 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 regarding this Street Improvement District 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.

District No. 1246, South Locust Street from Stolley to Fonner Park Road

Original Bid	\$1,820,276.72
Change Order #1	\$ 235,376.50
Change Order #2	\$ 60,941.20
Overruns	\$ 56,282.15
SUB TOTAL (CONSTRUCTION COST)	\$2,172,876.57

Additional Costs:

Right-of-Way Negotiations	\$ 45,549.96
<u>Outside Engineering (Olsson Associates)</u>	<u>\$ 397,952.19</u>

Total Cost Of Street Improvement District 1246	\$2,616,378.72
---	-----------------------

Respectfully submitted,

Steven P. Riehle
Public Works Director

February 14, 2006

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

I hereby recommend that the Engineer's Certificate of Final Completion for the Street Improvement District No. 1246 be approved.

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2006-41

WHEREAS, the City Engineer / Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Street Improvement District No. 1246 located along South Locust Street from Stolley Park Road to Fonner Park Road, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract awarded on July 22, 2003, has 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 the City Engineer / Public Works Director's Certificate of Final Completion for Street Improvement District No. 1246 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G14

#2006-42 - Approving Agreement with CH2M Hill for Consulting Engineering Services for Lift Station No. 19

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Approving Agreement with CH2M Hill for Consulting Engineering Services for Lift Station No. 19

Item #'s: G-14

Presenter(s): Steven P. Riehle, Public Works Director

Background

Lift Station 19 is located on Capital Avenue just west of Diers Avenue. The station was constructed in 1980. With the growth and development west of US HWY 281, the lift station is reaching capacity. Approximately 20 to 25 percent of the daily wastewater treatment plant flow comes through Lift Station 19.

Proposals were solicited for performing Consulting Engineering Services for Lift Station No. 19. One (1) proposal was received from CH2M Hill of Englewood, Colorado.

Discussion

The construction costs for replacing lift station number 19 is estimated at \$2,873,000. The agreement for the design of Lift Station No. 19 was negotiated with billings to be at actual costs with a maximum dollar amount.

Alternatives

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

1. Move to approve a resolution authorizing the mayor to execute the agreement.
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 agreement for actual costs with a maximum amount of \$189,291.00.

Sample Motion

Move to approve the agreement with CH2M Hill to perform Consulting Engineering services for Lift Station No. 19.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is between CH2M HILL INC., ("ENGINEER"), and the City of Grand Island, ("OWNER") for a PROJECT generally described as:

Lift Station # 19 and Force Main Improvements

ARTICLE 1. SCOPE OF SERVICES

ENGINEER will perform the Scope of Services set forth in Attachment A.

ARTICLE 2. COMPENSATION

OWNER will compensate ENGINEER as set forth in Attachment B. Work performed under this AGREEMENT may be performed using labor from affiliated companies of ENGINEER. Such labor will be billed to OWNER under the same billing terms applicable to ENGINEER's employees.

ARTICLE 3. TERMS OF PAYMENT

OWNER will pay ENGINEER as follows:

3.1 Invoices and Time of Payment

ENGINEER will issue monthly invoices pursuant to Attachment B. Invoices are due and payable within 30 days of receipt.

3.2 Interest

3.2.1 OWNER will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 days after receipt of invoice. Payments will first be credited to interest and then to principal.

3.2.2 In the event of a disputed billing, only the disputed portion will be withheld from payment, and OWNER shall pay the undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

3.2.3 If OWNER fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

ARTICLE 4. OBLIGATIONS OF ENGINEER

4.1 Standard of Care

The standard of care applicable to ENGINEER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will reperform any services not meeting this standard without additional compensation.

4.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

4.3 ENGINEER's Personnel at Construction Site

4.3.1 The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

4.3.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors

include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

4.5 Construction Progress Payments

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

4.6 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.7 Access to ENGINEER's Accounting Records

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit accounting records applicable to a cost-reimbursable type compensation.

4.8 ENGINEER's Insurance

ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
- (e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

ARTICLE 5. OBLIGATIONS OF OWNER

5.1 OWNER-Furnished Data

OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

5.2 Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be required in connection with ENGINEER's services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

5.4 Timely Review

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER in a timely manner.

5.5 Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any development that affects the scope or timing of

ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

5.7 Contractor Indemnification and Claims

5.7.1 OWNER agrees to include in all construction contracts the provisions of Article 4.3, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

5.7.2 OWNER shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy.

5.7.3 OWNER agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER."

5.8 OWNER's Insurance

5.8.1 OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

5.8.2 OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, affiliates, and subcontractors.

5.8.3 OWNER will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or OWNER), and their respective officers, employees, agents, affiliates, and subcontractors. OWNER will provide ENGINEER a copy of such policy.

5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. OWNER agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

6.3 Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted.

6.4 Limitation of Liability

6.4.1 To the maximum extent permitted by law, ENGINEER's liability for OWNER's damages will not, in the aggregate, exceed \$1,000,000.

6.4.2 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

6.4.3 This limitation of liability will apply whether ENGINEER's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.

6.5 Termination

6.5.1 This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited

to, reassignment of personnel, subcontract termination costs, and related closeout costs.

6.6 Suspension, Delay, or Interruption of Work

OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER's contract price and schedule shall be equitably adjusted.

6.7 No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

6.8 Indemnification

6.8.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, and subcontractors in connection with the PROJECT.

6.8.2 OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the PROJECT.

6.9 Assignment

This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

6.10 Consequential Damages

To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for OWNER's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such damages.

6.11 Waiver

OWNER waives all claims against ENGINEER, including those for latent defects, that are not brought within 2 years of substantial completion of the facility designed or final payment to ENGINEER, whichever is earlier.

6.12 Jurisdiction

The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.13 Severability and Survival

6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.14 Materials and Samples

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.15 Engineer's Deliverables

Engineer's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

6.16 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

6.17 Ownership of Work Product and Inventions

All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. OWNER shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A--Scope of Services

Attachment B--Compensation

IN WITNESS WHEREOF, the parties execute below:

For OWNER, _____

dated this _____ day of _____, _____

Signature _____

Name (printed) _____

Title _____

Signature _____

Name (printed) _____

Title _____

For ENGINEER, CH2M HILL INC.,

dated this _____ day of _____, _____

Signature _____

Name (printed) _____

Title _____

Signature _____

Name (printed) _____

Title _____

Scope of Services – Lift Station 19 and Forcemain Improvements

General

CH2MHILL (ENGINEER) was awarded a contract by the City of Grand Island (CITY) for engineering and design services for Lift Station 19 and Forcemain Improvements. This project is being executed in multiple phases as identified below. The scope of services presented herein describes only those services to be rendered by ENGINEER to the CITY for

Phase I – Replacement Lift Station 19 Design and Services During Bidding

Amendments to this contract will be negotiated by the ENGINEER and CITY for future project phases to include:

- Phase II – Replacement Lift Station 19 Services During Construction
- Phase III – Forcemain Design and Services During Bidding
- Phase IV – Forcemain Services During Construction

It is assumed that as-built drawings of existing facilities, aerial mapping, and wastewater flow records are available and will be provided by the City for use on this project.

Project Information

Project Title: Lift Station 19 Improvements (PROJECT)

Objective: The CITY requires replacement of the existing Lift Station 19 (L.S. 19) and the existing forcemain downstream of L.S. 19. This scope of work is to provide preliminary design services, final design services, bidding support services, and services during construction for these improvements for Lift Station 19 improvements only.

Project Location: The L.S. 19 site is near the intersection of Diers Avenue and Capital Avenue.

Work Tasks

ENGINEER shall perform the following specific tasks and subtasks under this Scope of Work:

Task 1 – Design

Objective: Develop designs and prepare construction documents (drawings, special provisions, and supplemental technical specifications) for competitive bidding for the PROJECT.

Overview: To provide the CITY with appropriate opportunities to review and participate in the design process, Task shall consist of the following subtasks:

- ♦ Predesign
- ♦ 30 Percent Design (Design Development)
- ♦ 90 Percent Design (Draft Contract Documents)
- ♦ 100 Percent Design (Final Contract Documents)

For lift station design, ENGINEER will prepare the design using 3-dimensional (3-D) computer-aided drafting CAD technology. This technology will be used to prepare traditional 2-dimensional (2-D) plan and section drawings as well as to provide 3-D perspective drawings in the construction documents. 3-D perspective drawings also will be used for workshop presentations to City staff.

Subtasks:

1. Predesign

- A. Kick-off Meeting - Conduct a kick-off meeting in Grand Island. Attendees will include the ENGINEER'S Project Manager, Design Manager, and Project Engineer. The purpose of this meeting is to establish a common understanding of PROJECT scope, goals, issues, concerns, design criteria, and schedule. ENGINEER shall plan and conduct this meeting. ENGINEER also shall prepare and distribute minutes of this meeting to all attendees.
- B. Field Survey – Field surveys will be conducted as necessary to supplement and verify existing available data and aerial mapping. Specifically, field surveys will obtain three dimensional coordinates of up to 10 existing manholes, including verification of pipe invert elevations within these manholes. Two PROJECT-specific control points will be established at the L.S. 19 site for future construction use. Based on information marked on the ground by the local utility locator services, field survey will include horizontal locations of existing underground utilities. Field surveys will be performed by Rockwell and Associates Engineering and Surveying.
- C. Geotechnical Investigations – Geotechnical investigations will be conducted by Mid States Engineering and Testing. One boring within the proposed “footprint” of the new L.S. 19 will be drilled up to 60 feet deep. This boring will identify groundwater elevations at the proposed lift station site and the soil strata will be logged. Appropriate soil samples will be collected and laboratory analyses will be performed to classify the soil strata and to determine engineering properties required for foundation design.
- D. Determine Future Wastewater Flows – In consultation with the Regional Planning Commission of Hall County, projected land use and development density will be reviewed. Estimated future average and peak wet sanitary sewer flows within the L.S. 19 service area will be calculated based on projected land use and development densities. Estimated future wastewater flows will be “ground truthed” against available historic wastewater generation factors as reported in the previous Sanitary Sewer Comprehensive Plan and through review of wastewater treatment plant (WWTP) influent flow records.

E. Establish Design Criteria – Flexibility will be a key consideration in the design of the replacement L.S. 19 and forcemain. This includes consideration of future expansion requirements while providing a high level of service and operability in the near term. The ultimate number and capacity of lift station pumps will be based on the estimated wastewater flows through a 50-year planning horizon. To the extent practical, a phased approach for installation of required pumps and related equipment will be considered. A primary goal in pump selection is to minimize on/off cycles. Other key lift station design criteria that will be established in consultation with City staff include the following:

- Building Code Requirements
- Lightning protection
- Architectural criteria
- Heating, ventilation, and air conditioning (HVAC) for the electrical, supervisory control and data acquisition (SCADA), and motor control center (MCC) room as well as the pump room
- Interior and exterior lighting
- Rail system for equipment handling
- SCADA requirements
- Source of washdown and seal water
- Wet well access and inlet separation/shutoff requirements
- Wet well level and pump control requirements
- Wet well corrosion and odor control
- Overflow basin size, location, and access requirements
- Control valve and bypass requirement
- Landscaping
- Traffic access and patterns
- Driveway pavement
- Emergency power

Other criteria that will be established include traffic control requirements during construction and the sequence of transferring flows from the existing L.S. 19 system to the new L.S. 19 system.

A draft technical memorandum shall be prepared by ENGINEER and delivered to the City with recommended final design criteria, including recommended estimates of average and peak wet day flow rates. The draft technical memorandum also shall explain the basis and rationale for the recommendations, including input from City staff at the kickoff meeting.

After City review of the draft technical memorandum, City review comments will be provided to the ENGINEER. After receipt of City comments, ENGINEER shall plan and conduct a telephone conference with CITY staff to discuss and finalize the design criteria. Telephone conference attendees will include the ENGINEER'S Project Manager, Design Manager, and Project Engineer, plus any other appropriate technical discipline leads on an as-needed basis. Final decisions shall be documented in a final technical memorandum by the ENGINEER and distributed to all conference attendees.

Predesign Deliverables:

- Meeting Minutes of Kick-off Meeting distributed to all attendees via e-mail
- Two (2) copies each of the Draft and Final Geotechnical Report
- Five (5) copies each of the Draft and Final Design Criteria Technical Memoranda

2. 30 Percent Design (Design Development)

The primary purpose of the 30 percent design is to prepare plans in sufficient detail to determine required equipment, process flow diagrams, instrumentation and control (I&C) diagrams, general placement of structures, preliminary facility layouts, and other pertinent information. This design phase also shall include developing a preliminary list of special provisions and supplemental technical specifications that will be required for this PROJECT.

After City review of the 30 percent design, a workshop shall be planned and conducted by ENGINEER in Grand Island to discuss and resolve City review comments. Workshop attendees will include the ENGINEER'S Project Manager, Design Manager, and Project Engineer.

30 Percent Design Deliverables:

- Civil Design: Structure size, location, and orientation. Yard piping. Preliminary site plan and traffic access corridors. Draft proposed sequence of disconnecting influent and effluent piping from the existing L.S. 19 and activating the new L.S. 19.
- Architectural Design: General shape, elevations, and architectural features.
- Mechanical Design: Pump sizes, types, locations, and flow diagrams.
- I&C Design: Coordinated with flow control requirements. One-line control diagram.
- Electrical Design: Define load conditions and determine redundancy requirements. One-line electrical diagram.
- Conceptual 3-D perspectives of the lift station structure and equipment.
- Conceptual estimate of construction costs.
- Minutes of the comment review workshop shall be distributed to all workshop attendees via e-mail.

3. 90 Percent Design (Draft Contract Documents)

The 90 percent design drawings and specifications shall be essentially ready for bidding while providing the City with a final review prior to issuing bid documents. Simultaneously with submittal to the CITY, the ENGINEER shall submit copies of the 90 percent design documents to the Nebraska Department of Environmental Quality (NDEQ) for review and approval. This submittal will include a technical memorandum with a summary of design information and calculations.

During review of construction documents, ENGINEER shall respond to comments and questions generated by NDEQ. After City and NDEQ review of the 90 percent design, a workshop will be conducted in Grand Island to discuss and resolve review comments. The workshop shall be planned and conducted by ENGINEER. Workshop attendees will include the ENGINEER'S Project Manager, Design Manager, and Project Engineer.

90 Percent Design Deliverables:

- Five (5) paper copies of the draft advertisement for bids, special provisions, supplemental technical specifications, and Bid Form.
- Five (5) paper copies of the final review set of construction drawings. (It is estimated that there will be approximately 30 sheets of drawings)
- Five (5) paper copies of the engineering analysis technical memorandum.
- One (1) paper copy of the draft estimate of construction costs.
- Minutes of the comment review workshop shall be distributed to all workshop attendees via e-mail.

4. 100 Percent Design (Final Contract Documents)

Final edits will be incorporated into the drawings and other contract documents based on City and NDEQ comments following the 90 percent design review workshop.

100 Percent Design Deliverables

- Thirty (30) paper copies of the 100 percent half-size construction drawings for bidding purposes only
- Thirty (30) paper copies of the advertisement for bids, special provisions, supplemental technical specifications, and Bid Form
- One (1) CD with final drawings in AutoCAD 2005 format, special provisions and specifications files, advertisement for bids, and Bid Form
- One (1) paper copy of the Final Engineer's Opinion of Probable Cost

Task 2 – Services During Bidding

Objective: Provide technical and administrative support to the CITY during competitive bidding for construction of the PROJECT.

Overview: ENGINEER shall provide support during the PROJECT bidding phase.

The CITY will issue and publish the advertisement for bids and will distribute bid documents to prospective bidders. ENGINEER shall provide the following support during the bidding process:

- Implement procedures for receiving and answering bidders' questions and requests for additional information. These procedures include maintaining a record of all bidders' questions and requests for information and responses thereto.
- Coordinate with the City to arrange and conduct one pre-bid conference. ENGINEER shall develop the agenda, conduct the conference, take minutes of the conference, and record all questions and requests for additional information. The ENGINEER'S Project Manager and Design Manager shall attend the pre-bid conference.
- As appropriate, responses to questions and requests for additional information will be issued in formal addenda. ENGINEER shall prepare addenda as necessary and submit the addenda to the City for distribution to all planholders. Up to two addenda will be prepared by ENGINEER.

- Assist the City with evaluation of bids. After the bids are opened, CH2MHILL will review, tabulate, and evaluate all bids. A report of the bid review and evaluation will be prepared and submitted to the City. This report will include recommendations for award of a construction contract or other action as may be appropriate.

Task 3 – Project Management

Project Management includes developing a general workplan that defines the ENGINEER'S project delivery approach, staffing, subconsultants, responsibilities, quality assurance and quality control (QA/QC) procedures, and project deliverables during PROJECT implementation. ENGINEER shall advise the City of PROJECT progress, including preparation and submittal of monthly progress reports to the City and holding periodic meetings and consultations with the City. To ensure appropriate implementation of the QA/QC plan, all QA/QC activities are considered part of project management and shall be managed and controlled by the ENGINEER'S Project Manager.

Lift Station 19 Improvements

ARTICLE 2. COMPENSATION

Compensation by OWNER to ENGINEER will be as follows:

A. MAXIMUM COST

The maximum cost for this PROJECT, as defined by services identified in ARTICLE 1, is one hundred eighty-nine thousand two hundred ninety-one dollars and zero cents, (\$189,291.00), which will be billed on a time and materials basis in accordance with Article 2.B below.

The cost breakdown per subtask is shown in Attachment A. ENGINEER may alter the distribution of compensation between individual subtasks to be consistent with services actually rendered, but shall not exceed the maximum amount of \$189,291.00 unless approved in writing by the OWNER through a contract amendment to this agreement.

B. ACTUAL COST

Actual cost for services enumerated in ARTICLE 1 will be computed by multiplying ENGINEER's Salary Cost by a factor of 2.08, plus Direct Expenses, plus a service charge of 0 percent Direct Expenses and 0 percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

C. SALARY COST

Salary Cost is the amount of wages or salaries paid ENGINEER's employees for work performed directly on the PROJECT plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

D. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, special OWNER approved PROJECT specific insurance, letters of credit, bonds, and equipment and supplies; (2) ENGINEER's current standard rate charges for direct use of ENGINEER's vehicles, laboratory test and analysis, printing and reproduction services, and certain field equipment; and (3) ENGINEER's standard project charges for computing systems, special health and safety requirements of Occupational Safety and Health Administration (OSHA), and telecommunications services.

EXHIBIT 1 TO ATTACHMENT B
Fee Estimate - Lift Station 19 Improvements
 (Phase I, Replacement Lift Station 19 Design and Services During Bidding, and Phase II, Replacement Lift Station 19 Services During Construction)
 City of Grand Island, Nebraska

Task Description	Labor																					Expenses		TOTAL			
	Hybee	Durant	Simon	Day	Monahan	Wagner	Gary Davis	Dave Parks	Meyer	Howard	Evans	Lectnar	Yearsley	Skabo	Gross	Pleper	Robland	Decker	Carlson	Merrill	Allen Davis	Chief & Actg	Total (hours)		Total (\$)	Operating & Travel (\$)	Sub's (\$)
PHASE 1 - DESIGN																											
Task 1. Design																											
1.1 Precision																											
1.1.A Kickoff Meeting																											
1.1.B Field Survey																											
1.1.C Geotech Investigations																											
1.1.D Flow Estimates																											
1.1.E Design Criteria																											
1.2 30% Design																											
1.3 60% Design																											
1.4 100% Design																											
Subtotal	0	180	76	80	260	76	28	0	14	24	56	60	0	4	0	60	160	44	0	4	40	48	1222	\$ 145,171	\$ 12,313	\$ 5,070	\$ 162,554
Task 2. Services During Bidding																											
2.1 Bidding																											
2.2 Bid Evaluation																											
Subtotal	0	24	8	4	4	0	2	0	0	0	0	0	0	0	0	2	2	0	0	0	0	2	48	\$ 0,254	\$ 1,576	\$ -	\$ 7,830
Task 3. Design Project Management																											
3.1 Project Management																											
3.2 QC																											
Subtotal	12	16	40	0	0	0	0	0	0	0	0	0	16	0	12	0	0	0	0	4	0	24	124	\$ 16,894	\$ 2,013	\$ -	\$ 18,907
PHASE 1 TOTALS	12	220	124	84	264	76	30	0	14	24	56	60	16	4	20	62	162	44	0	8	40	74	1394	\$ 168,319	\$ 15,902	\$ 3,070	\$ 189,291

PHASE 2 - SERVICES DURING CONSTRUCTION																											
Task 1. Services During Construction																											
Construction	20	12																									
Preconstruction Conference																											
Site Visits			104																								
Shop Drawing Review	28	8	80																								
Review Alternates	12	4	8																								
Safety	24	4																									
Field and Change Orders	16	6	16	8																							
RFIs	18	8	16																								
Startup	8	4	24																								
Review Pay Requests	20																										
Subtotal	0	180	46	248	8	12	28	120	0	0	12	12	0	0	14	40	0	0	36	0	0	12	768	\$ 108,885	\$ 11,084	\$ 10,000	\$ 129,969
Task 2. Project Closeout																											
2.1 O&M Manual	8	4	40																								
2.2 Record Drawings	12		4	60	4																						
Subtotal	0	20	4	44	60	4	0	0	0	0	0	0	0	0	8	20	0	0	0	0	0	20	180	\$ 22,166	\$ 2,276	\$ -	\$ 24,442
Task 3. Warranty Inspection																											
3.1 Warranty Inspection	0	0	20	20	0	8	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	56	\$ 8,596	\$ 576	\$ -	\$ 9,172
Subtotal	0	0	20	20	0	8	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	56	\$ 8,596	\$ 576	\$ -	\$ 9,172
Task 4. SDC Project Management																											
4.1 SDC Project Management																											
4.2 Coordination with City RPR																											
4.3 O&IQC	4	0	124	0	0	0	0	0	0	0	0	0	4	4	4	4	0	0	0	0	0	28	164	\$ 21,012	\$ 2,133	\$ -	\$ 23,143
Subtotal	4	0	124	0	0	0	0	0	0	0	0	0	4	4	4	4	0	0	0	0	0	28	164	\$ 21,012	\$ 2,133	\$ -	\$ 23,143
PHASE 2 TOTALS	4	200	194	312	68	24	28	120	0	0	12	12	4	4	34	60	0	0	36	0	0	60	1188	\$ 160,638	\$ 16,069	\$ 10,000	\$ 186,727
PROJECT TOTALS	16	420	318	396	332	100	58	120	14	24	68	72	20	4	54	122	162	44	36	8	40	134	2562	\$ 317,945	\$ 31,775	\$ 15,070	\$ 376,018



Dale M. Shotkoski, Assistant City Attorney

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**REQUEST FOR PROPOSAL
FOR
LIFT STATION 19**

RFP DUE DATE: October 11, 2005 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: September 26, 2005

NO. POTENTIAL BIDDERS: 4

SUMMARY OF PROPOSALS RECEIVED

CH2M Hill
Englewood, CO

cc: Steve Riehle, Public Works Director
Danelle Collins, PW Admin. Assist.
David Springer, Finance Director
Laura Berthelsen, Legal Assistant

Ben Thayer, WWTP Supt.
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

P1025

R E S O L U T I O N 2006-42

WHEREAS, the City of Grand Island invited proposals for Consulting Engineering Services for Lift Station No. 19 in accordance with a Request for Proposal on file with the Public Works Department; and

WHEREAS, one proposal was received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, CH2M Hill of Englewood, Colorado, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being for an amount not to exceed \$189,291.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of CH2M Hill of Englewood, Colorado, for consulting engineering services for Lift Station No. 19 for an amount not to exceed \$189,291.00 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G15

**#2006-43 - Approving Bid Award for Roof Replacement on
Building No. 6 of the Wastewater Treatment Plant**

Staff Contact: Steven P. Riehle, Public Works Department

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Approving Bid Award for Roof Replacement on Building No. 6 of the Wastewater Treatment Plant

Item #'s: G-15

Presenter(s): Steven P. Riehle, Public Works Director

Background

On January 18, 2006 the Wastewater Division of the Public Works Department advertised for bids to replace the roof on building No.6 at the Wastewater Treatment Plant.

Discussion

Two bids were received and opened on February 3, 2006. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. The bid estimate for the project was \$70,500.00. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Total Bid</i>
Weathercraft Company Grand Island NE	None	Universal Surety Company	\$59,555.00
CEI Roofing Colorado – NE Grand Island NE	None	Safeco Insurance Co.	\$88,435.00

There are sufficient funds in Account No. 53030001-85324 to fund this contract.

Alternatives

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

1. Make a motion to approve awarding the bid to Weathercraft Company for the roof replacement of building No. 6 at the Wastewater Treatment Plant; Project 2006-WWTP-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 approve awarding the contract and pass a resolution authorizing the Mayor to sign a contract with Weathercraft Company of Grand Island, NE in the amount of \$59,555.00.

Sample Motion

Move to approve awarding of the contract.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: February 3, 2006 at 11:00 a.m.

FOR: 2006-WWTP-1 Building No. Six Roof Replacement

DEPARTMENT: Public Works

ESTIMATE: \$70,500.00

FUND/ACCOUNT: 53030001-85324

PUBLICATION DATE: January 18, 2006

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>CEI Roofing Colorado-NE</u> Grand Island, NE	<u>Weathercraft Company</u> Grand Island, NE
Bid Security:	Safeco Insurance Co.	Universal Surety Company
Exceptions:	None	None
Bid Price:	\$88,435.00	\$59,555.00

cc: Steve Riehle, Public Works Director
Danelle Collins, PW Admin. Assist.
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

Ben Thayer, WWTP
Roger Scott, WWTP
Dale Shotkoski, Purchasing Agent

P1056

RESOLUTION 2006-43

WHEREAS, the City of Grand Island invited sealed bids for 2006-WWTP-1, Building No. Six Roof Replacement at the Waste Water Treatment Plant, according to plans and specifications on file with the City Engineer; and

WHEREAS, on February 3, 2006, bids were received, opened and reviewed; and

WHEREAS, Weathercraft Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$59,555.00; and

WHEREAS, Weathercraft Company's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Weathercraft Company of Grand Island, Nebraska, in the amount of \$59,555.00 for 2006-WWTP-1, Building No. Six Roof Replacement is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
February 9, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G16

#2006-44 - Approving Bid Award for Sanitary Sewer District No. 519, Lots 10 through 21 of Westwood Park Second Subdivision

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Approving Bid Award for Sanitary Sewer District No. 519, Lots 10 through 21 of Westwood Park Second Subdivision

Item #'s: G-16

Presenter(s): Steven P. Riehle, Public Works Director

Background

On January 5, 2006 the Engineering Division of the Public Works Department advertised for bids for Sanitary Sewer No. 519; Lots 10 through 21 of the Westwood Park Second Subdivision.

Discussion

Two bids were received and opened on January 23, 2006. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. The bid estimate for the district was \$173,198.32. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Bid Price</i>
The Diamond Engineering Co. Grand Island NE	None	Universal Surety Co.	\$177,618.65
The Starostka Group Grand Island NE	None	Merchants Bonding Co.	\$170,398.26

There are sufficient funds in Account No. 53030055-85213 to fund this contract.

Alternatives

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

1. Make a motion to approve awarding the bid to The Starostka Group for Sanitary Sewer District No. 519 in the amount of \$170,398.26.

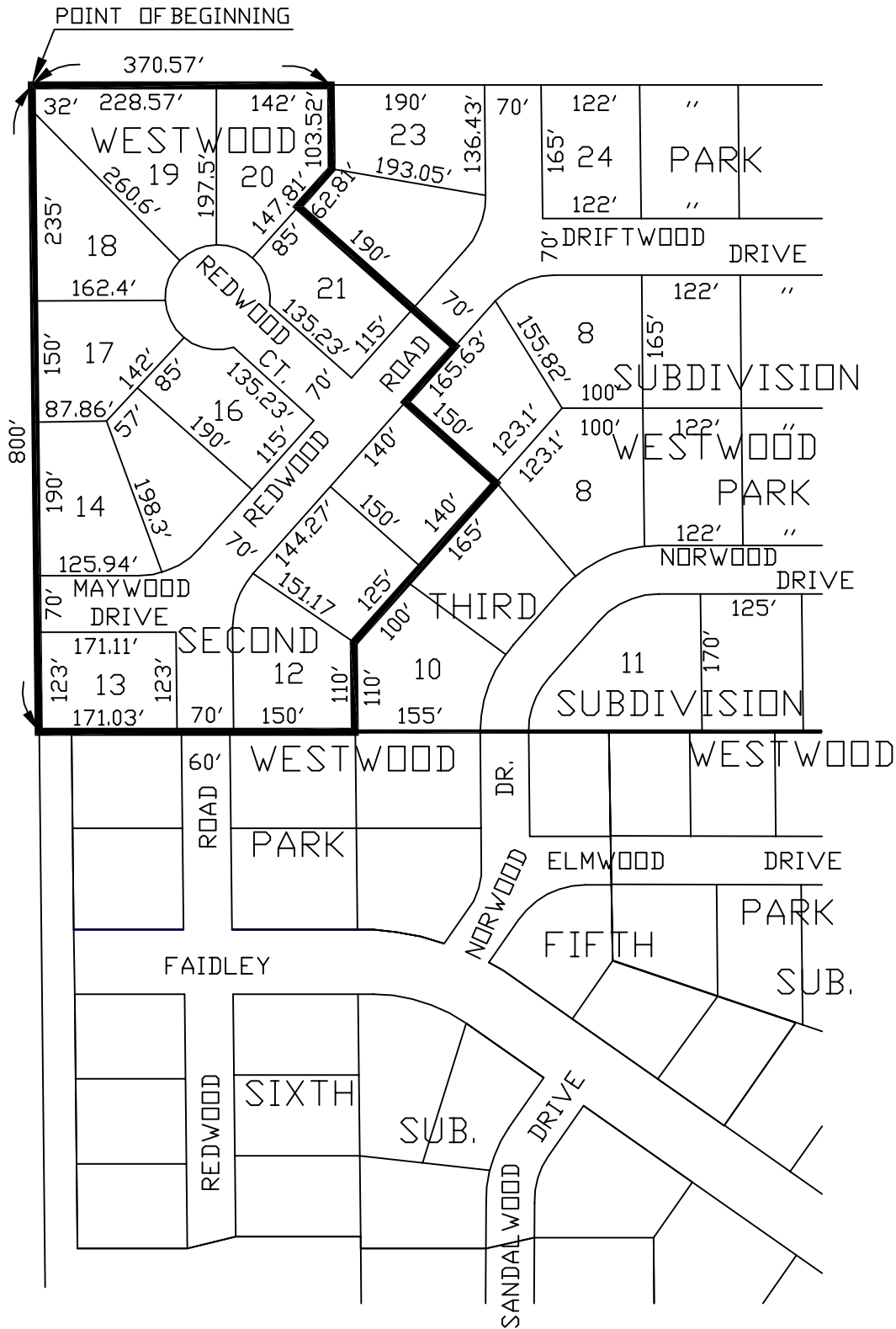
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve awarding the contract and pass a resolution authorizing the Mayor to sign a contract with The Starostka Group of Grand Island, NE.

Sample Motion

Move to approve the award of the contract to the lowest bidder, The Starostka Group for Sanitary Sewer District 519.



SANITARY SEWER DISTRICT 519

EXHIBIT "A"

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 6/29/05
DRN BY L.D.C.
SCALE: 1"=200'

PLAT TO ACCOMPANY
ORDINANCE NO. 8984

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: January 23, 2006 at 11:00 a.m.

FOR: Sanitary Sewer District #519 – Westwood Park 2nd Subdivision

DEPARTMENT: Public Works

ESTIMATE: \$173,198.32

FUND/ACCOUNT: 53030055-85213

PUBLICATION DATE: January 5, 2006

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u> Grand Island, NE	<u>Starostka Group</u> Grand Island, NE
Bid Security:	Universal Surety Company	Merchants Bonding Company
Exceptions:	None	None
Bid Price:	\$177,618.65	\$170,398.26

cc: Steve Riehle, Public Works Director
Ben Thayer, Supt. of WWTP
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

Bud Buettner, Assist. Public Work Dir.
Danelle Collins, Admin. Assist. PW
Dale Shotkoski, Purchasing Agent

P1051

RESOLUTION 2006-44

WHEREAS, the City of Grand Island invited sealed bids for Sanitary Sewer District No. 519 (Lots 10 through 21 of Westwood Park Second Subdivision), according to plans and specifications on file with the City Engineer; and

WHEREAS, on January 23, 2006, bids were received, opened and reviewed; and

WHEREAS, the Starostka Group of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$170,398.26; and

WHEREAS, the Starostka Group's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of the Starostka Group of Grand Island, Nebraska, in the amount of \$170,398.26 for Sanitary Sewer District No. 519 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G17

**#2006-45 - Approving Bid Award for (2) Truck Mounted Dump
Body's; Wastewater Division**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Approving Bid Award for (2) Truck Mounted Dump Body's; Wastewater Division

Item #'s: G-17

Presenter(s): Steven P. Riehle, Public Works Director

Background

On January 26, 2006 the Wastewater Division of the Public Works Department advertised for bids for two (2) truck mounted dump body's. Notices were sent to four (4) potential bidders.

Discussion

One bid was received and opened on February 2, 2006. The Wastewater Division reviewed the bid that was received. The bid was submitted in compliance with the bid request with no exceptions. The bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Total Bid</i>
Matt Friend Truck Equipment, In. Hastings, NE	None	\$3,145.00	\$62,900.00

There are sufficient funds for this purchase in Account No. 53030054-85625.

Alternatives

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

1. Approve awarding the purchase of two (2) truck mounted dump body's.
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 two (2) truck mounted dump body's from Matt Friend Truck Equipment Inc. of Hastings, Nebraska in the amount of \$62,900.00.

Sample Motion

Move to approve the purchase of the truck mounted dump body's.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: February 2, 2006 at 10:00 a.m.

FOR: Two (2) Truck Mounted Dump Body's

DEPARTMENT: Public Works

ESTIMATE: \$40,000.00 each \$80,000.00

FUND/ACCOUNT: 53030054-85625

PUBLICATION DATE: January 26, 2006

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: Matt Friend Truck Equipment, Inc.
Hastings, NE

Bid Security: \$3,145.00

Exceptions: None

Bid Price: \$62,900.00

cc: Steve Riehle, Public Works Director
Danelle Collins, Admin. Assist. PW
Dale Shotkoski, Purchasing Agent

Ben Thayer, Supt. WWTP
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

P1060

RESOLUTION 2006-45

WHEREAS, the City of Grand Island invited sealed bids for Two (2) Truck Mounted Dump Body's for the Waste Water Treatment Plant, according to plans and specifications on file with the City Engineer; and

WHEREAS, on February 2, 2006, bids were received, opened and reviewed; and

WHEREAS, Matt Friend Truck Equipment, Inc. of Hastings, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$62,900; and

WHEREAS, Matt Friend Truck Equipment, Inc.'s bid is less than the estimate for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Matt Friend Truck Equipment, Inc. of Hastings, Nebraska, in the amount of \$62,900 for two (2) truck mounted dump body's is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G18

#2006-46 - Approving Bid Award for the Lease of Two (2) Dump Trucks; Wastewater Division

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Approving Bid Award for the Lease of Two (2) Dump Trucks; Wastewater Division

Item #'s: G-18

Presenter(s): Steven P. Riehle, Public Works Director

Background

On January 26, 2006 the Wastewater Division of the Public Works Department advertised for bids for the lease of two (2) dump trucks. The trucks will be used for hauling compost and sludge. Notices were sent to five (5) potential bidders.

Discussion

One bid was received and opened on February 2, 2006. The Wastewater Division reviewed the bid that was received. The bid was submitted in compliance with the bid request with no exceptions. The bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Total Bid</i>
The Diamond Engineering Co. Grand Island, NE	None	Universal Surety Company	\$20,630.40

There are sufficient funds in Account No. 53030052-85213 to fund this lease.

Alternatives

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

1. Approve awarding the lease of the two (2) dump trucks.
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 awarding the contract for the lease of two (2) dump trucks to The Diamond Engineering Company of Grand Island, Nebraska.

Sample Motion

Move to approve the lease of the dump trucks.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: February 2, 2006 at 10:15 a.m.

FOR: Lease of Two (2) Dump Trucks

DEPARTMENT: Public Works

ESTIMATE: \$25,000.00

FUND/ACCOUNT: 53030052-85213

PUBLICATION DATE: January 26, 2006

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder: The Diamond Engineering Co.
Grand Island, NE

Bid Security: Universal Surety Company

Exceptions: None

Bid Price: \$20,630.40

cc: Steve Riehle, Public Works Director
Danelle Collins, Admin. Assist. PW
Dale Shotkoski, Purchasing Agent

Ben Thayer, Supt. of WWTP
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

P1061

RESOLUTION 2006-46

WHEREAS, the City of Grand Island invited sealed bids for the Lease of Two (2) Dump Trucks for the Waste Water Treatment Plant, according to plans and specifications on file with the City Engineer; and

WHEREAS, on February 2, 2006, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$20,630.40; and

WHEREAS, The Diamond Engineering Company's bid is less than the estimate for such leased vehicles.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$20,630.40 for the lease of two (2) dump trucks hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G19

#2006-47 - Approving Bid Award for the Lease of an Aerated Static Pile Compost Pilot Testing Unit; Wastewater Division

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Approving Bid Award for the Lease of an Aerated Static Pile Compost Pilot Testing Unit; Wastewater Division

Item #'s: G-19

Presenter(s): Steven P. Riehle, Public Works Director

Background

On January 26, 2006 the Wastewater Division of the Public Works Department advertised for bids for the lease of an aerated static pile compost pilot testing unit. Notices were sent to four (4) potential bidders.

Discussion

One bid was received and opened on February 2, 2006. The Wastewater Division reviewed the bid that was received. The exceptions to the bid were noted deemed reasonable and acceptable. The bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Total Bid</i>
CH2M Hill Englewood, CO	Noted **See Attachments	\$800.00	\$13,696.00

The bid included \$9,226.00 for set up and for the first month of operation. The second month lease payment and any additional months for up to one year were bid at \$4,470.00. The bid was based on using the pilot testing unit for a 2 month period.

There are sufficient funds in Account No. 53030052-85213 to fund this lease.

Alternatives

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

1. Approve awarding the lease of the compost pilot testing unit.
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 awarding the contract for the lease of an aerated static pile compost pilot testing unit from CH2M Hill of Englewood, Colorado in the amount of \$13,696.00.

Sample Motion

Move to approve awarding the lease.

Lease of an Aerated Static Pile Compost Pilot Testing Unit

Exceptions to Specifications

TO: City of Grand Island

FROM: CH2M HILL

DATE: January 31, 2006

The following is a list of exceptions to the specifications.

1. Unloading assistance by the City is required. This includes using their loader to move the equipment.
2. Severe weather during equipment setup and subsequent delays may cause additional work to the City.
3. The equipment consists of 23 active aeration lances for use with a total of 1,500 cubic yards.
4. Assembly assistance by the City will be required. Assume 2 personnel for 8 hours.
5. The City will provide biofilter media consisting of wood chips, bark or other similar material with a high carbon content. A total of 250 cubic yards will be required.
6. The City will provide adequate drainage and connections for the piping. Drainage can be by gravity or through a separate dewatering pump provided by the City. Pump to consist of a submersible or diaphragm pump.
7. Equipment provided, including piping, is used but is in good working order.
8. City will supply minor hand tools during assembly. These are expected to consist of a sawzall and a power hand grinder.
9. City will provide 480 volts, 3 phase, 30 amp breaker for connection.
10. City will supply water through a standard garden hose.

Aerated Static Pile Compost Pilot Testing Unit

Project Understanding

The equipment proposed herein is designed to continuously aerate approximately 1,500 cubic yards of compost pile, with fully adjustable airflow rate and odor control biofilter. The equipment is portable in the sense it can be assembled quickly with above ground piping and portable power.

Demonstration

The unit has been demonstrated and a copy of earlier test reports is available upon request. The projects that are available for review include:

- ✓ Ontario, Canada (Grobark)
- ✓ Petaluma, California (Sonoma Compost)
- ✓ Corona, California (Synagro)
- ✓ Mountain Home, Idaho (MHAFB)

Lease Price

The lease price is provided according to the terms and conditions requested.

Quality

The equipment is entirely constructed of stainless steel or high density polyethylene. No carbon steel or PVC is used in its construction. The corrosion and heat associated with composting is not compatible with these materials. The piping is specifically designed to be reused and not disposed after use. Many compost plants use disposable plastic drain pipe, but this generates waste and additional operating cost.

Economy of Operation

The equipment allows a variable airflow through the use of a variable frequency drive on the fan motor. This saves power by reducing the fan rpm to the optimum level for any given condition. The equipment also eliminates the need to throw away aeration pipe after each batch cycle.

Experience of the Manufacturer

The equipment was fabricated by an experienced fabricator. CH2M HILL provided the design. This design contains portions of the inventions covered in US Patents number 6,534,306 B1 and 6,383,806 B1.

Adaptability to this Particular Use

This equipment was specifically designed for demonstrating high speed composting with forced aeration and odor control.

Experience on Aerated Static Pile Composting

Biosolids Market Assessment. City of Austin, Texas. Evaluated the existing capabilities of the Dillo Dirt operation and conducted a market survey of other products on the market. This included an assessment of the experience and perception of Dillo Dirt in the marketplace.

Biosolids Market Assessment. Fred Hill Materials, Poulsbo, Washington. Evaluated the existing market for manufactured soil in and around the greater Puget Sound region. This was in the form of a feasibility study for the development of a new biosolids composting business venture.

Biosolids Market Assessment. Las Virgenes Municipal Water District, Calabasas, California. Evaluated the existing products on the market and developed a marketing strategy for product improvement and multiple product production at an existing composting operation.

Composting. Synagro Technologies, Riverside County, California. Design on an enclosed aerated static pile facility for multiple feedstocks at a maximum daily rate of 2,200 tons per day. Work involved development of the mass balance, economic pro forma, basis of design, conceptual design and pricing with three General Contractors. This is a fast-track process with close coordination between the client, the engineer, and the contractor. Additional work on operating plans, community acceptance, peer review, and permitting was also provided. The process was demonstrated in pilot phase with 98% measure odor removal efficiency.

Composting. Inland Composting and Organic Recycling, Colton, California. Commercial composting design work involved a team of local and specialized consultants to create a basis of design, conceptual site plan, and project cost estimate for Inland Composting. The facility is a 1,200-ton per day biosolids and green waste co-composting facility. Technology selection focused on cost and odor control. Aerated static pile with reversible airflow, aerated pavement, and above ground aeration pipe systems. Work includes consultation with regional biosolids agencies that will fund and use the facility services.

Composting. Las Virgenes Municipal Water District, Calabasas, California. Provided the District with projections of solids production and an optimized schedule of alternatives and recommended improvements to upgrade existing facilities and implement new facilities as needed to accommodate future growth. The work included a review of digestion, thickening, transport, composting, and compost marketing issues. Improvements included increasing the current composting capacity in the future.

Composting. US Air Force, Mountain Home Air Base, Mountain Home, Idaho. Biosolids composting feasibility study for biosolids beneficial reuse on the air base. This involved approximately 2,000 wet tons per year of dewatered biosolids. The project was integrated with an existing yard waste composting program. The work later expanded into a composting pilot study to test the feasibility of year-round composting outside.

Composting and Biofiltration. Gro-Bark Ltd, Toronto, Ontario, Canada. Pilot biosolids composting demonstration project using a portable aerated static pile system. Aeration volume of 1,000 cubic yards and biofilter volume of 125 cubic yards. The pilot was to demonstrate the optimum pile height, aeration rate, feedstock proportions, and residence time. The equipment was owned and operated by CH2M HILL, based on US Patent 6,383,803 B1.

Digestion, Composting, and Biofiltration. Colusa Biomass Energy Corporation, Colusa, California. To evaluate a short list of both anaerobic and aerobic decomposition technologies on technical, mass balance, and economic bases. To help develop a conceptual design for the optimum system for one specific project at 125 tons per day input rate. Feedstocks are rice straw, tomato processing waste, and other select organic waste materials. Products include energy, heat, and soil.

Foodwaste Processing for Digestion and Composting. Norcal Waste Systems, San Francisco, California. Design of a foodwaste processing facility sized for 10 tons per hour to mechanically separate pure food from mixed commercial waste collection. The separation system includes grinding of the foodwaste for anaerobic digestion. The residual waste is processed for composting.

Greenwaste Composting. Sacramento County Solid Waste Authority, Sacramento, California. Design of a 100,000 to 250,000 ton-per-year greenwaste facility to handle multiple jurisdictions waste collection and recycling systems. This involved the design of a public-private partnership where the facility was developed and owned by the public sector and operated by the private sector under contract.

Foodwaste and Greenwaste Composting. Norcal Jepson Prairie Organics, Vacaville, California. Design of an 180,000 ton-per-year facility for composting commercial sector organics including post-consumer protein, fat, and oil. The design included a first stage polyethylene bag system for the initial time and temperature hydrolysis and decomposition. This is followed by reversed aeration system using aerated static piles with biofiltration. The project included a water balance design to reuse the liquid from hydrolysis in the composting phase.

Composting. Inland Empire Regional Composting Facility (jointly owned by Inland Empire Utility Agency and County Sanitation Districts of Los Angeles County) is proposed for a 2003 startup date. Responsibilities are Lead Design Engineer for Process Design, Aeration Methods and Controls for a biosolids and greenwaste co-composting facility. Design throughput is 830 tons per day (100 dry tons biosolids per day). Process is fully enclosed and relies upon vacuum aerated static pile technology. Odor control is designed as a two stage wet water scrubbing and biofiltration system. Product quality is oriented to high quality urban markets.

Composting. Sonoma Compost, Petaluma, California. Pilot greenwaste composting demonstration project using a portable aerated static pile system. Aeration volume of 1,800 cubic yards and biofilter volume of 25 cubic yards. The pilot was to demonstrate the optimum pile height, aeration rate, feedstock proportions, and residence time. The equipment was owned and operated by CH2M HILL, based on US Patent 6,383,803 B1. The economics, product quality, odor control, and stormwater control were all evaluated.

Odor Control and Composting. Smith Brothers Farms, Royal City, Washington. This work involved the review and redesign of a 3,200 cow freestall animal feeding operation together with fiber composting and 9 acres of lagoon treatment and storage. The redesign included conversion to scrape/vacuum manure collection, improved composting for pathogen and odor control, anaerobic treatment with a gas permeable cover, and aerobic treatment in a facultative lagoon.

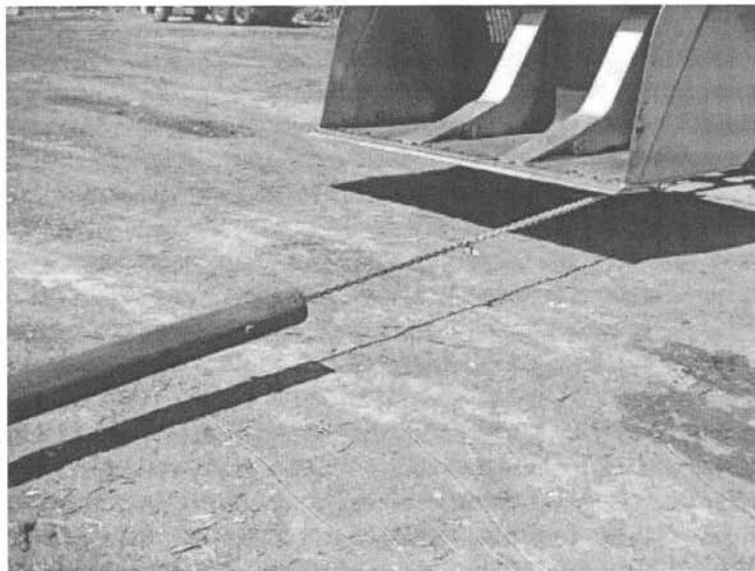
Sustainable Practice Workshop. Aurora Organic Dairy, Platteville, Colorado. This work involved the participation in an executive sustainability review of all the dairy operations and practices. The dairy is a 6,000 cow certified organic dairy.

Foodwaste and Greenwaste Composting. Celtic Composting Systems, Cork, Ireland. Design of a 3,000 tonne-per-year "brown bin" system for mixed residential curbside organics (source separated). This included all forms of protein, fat, oil, and dairy products. The system was an in-vessel containerized aerobic digestion technology followed by a reversed aeration aerobic curing technology. The facility served as a model for other facilities now being designed.

Approach to Aerated Static Pile Composting

The system does not need extensive pavement and drainage site improvements. It is ideal for existing facilities that would like to pilot an aerated static pile technology with negative aeration and biofilter odor control. The system can also be portable, which makes it attractive for temporary operations. This system will address the need to find more effective ways to compost at existing sites. Many existing static pile and windrow sites are looking for ways to improve odor control, increase capacity, or increase moisture control for more efficient screening. This system can improve all three characteristics simultaneously.

Aerated static piles (ASPs) can be configured to match any site layout. The piles can be any length and width, and heights typically range from four to five meters. ASPs usually require seven to ten weeks to produce finished compost. ASPs are operated as a batch process and do not require mechanical agitation. They are typically sized so that a single pile can be built in three days or less, and each pile must be dismantled and rebuilt every 15 to 20 days to prevent compaction and odor generation. The piles are generally built with front-end loaders, although conveyors can be used at larger operations to improve material handling efficiency. The front-end loaders used in this system are frequently fitted with a special high-lift, or "roll-out", bucket.



The air lances are removed using a front end loader before the pile is moved. This allows the piping to be reused and allows rapid movement of the pile itself.

Odor Control

The system is designed to draw air through the compost piles and exhaust the moist, odorous, hot air through a biofilter for odor removal.

Biofiltration is the use of microorganisms growing in a media bed to remove and oxidize compounds in a foul airstream. A typical biofilter consists of a media bed containing contaminant degrading microorganisms, a media support structure, a foul air distribution system, and some method of controlling the biofilter moisture content. The media can consist of various materials including soil, peat, compost, sand or synthetic material (plastic packing material). Typically, the foul airstream to be treated is distributed over the bottom of the biofilter bed and forced upward through the media. The moist filter media provides physical and chemical conditions appropriate for the transfer of the contaminants from the vapor phase and supports microbial biodegradation of the adsorbed and absorbed contaminants. The figure below is a simplified schematic of a typical open-vessel biofilter system.

Typically, a medium such as soil or mulch is spread loosely and evenly over the air distribution system. The media provides an environment for microorganisms that biologically degrade the odorous compounds. The filter media serves four primary purposes. It provides;

- ✓ A stable matrix through which the airstream flows evenly
- ✓ A surface area and moist medium for sorption of odorous compounds
- ✓ Large surface area for microbial attachment and growth
- ✓ A source of nutrients and water for the microorganisms.

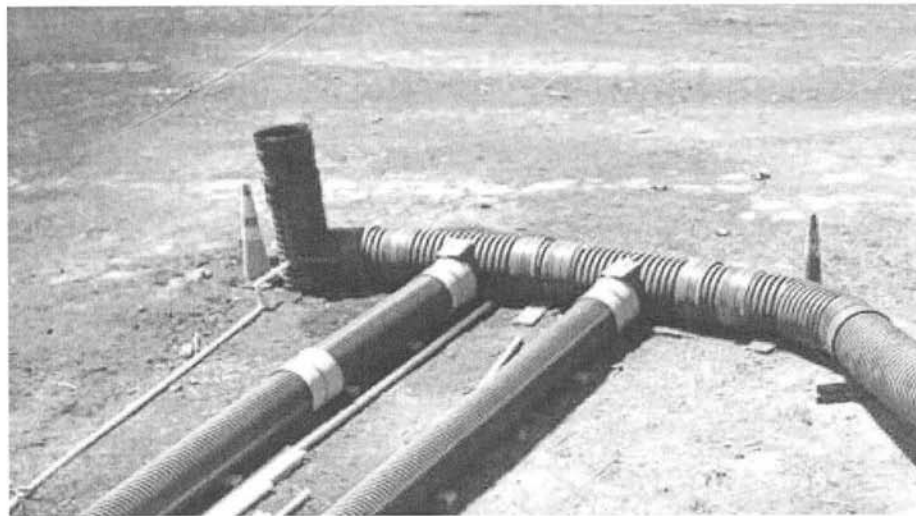
The filter material is usually a combination of soil, leaf compost, wood chips, bark, or other organic materials. Peat and heather have also been used in some applications, as have synthetic media such as granular carbon, ceramics, perlite, and plastics.

Biofilters have successfully removed a wide range of inorganic and organic compounds in gas streams, including rendering, wastewater treatment, composting, food processing, agricultural operations, landfill gas treatment, painting facilities, and reinforced plastics manufacturing. Easily biodegradable odorous compounds such as aldehydes and organic acids as well as sulfur dioxide, nitrous oxides, and hydrogen sulfide, can be removed to a level of 90% or better with biofilters. Ammonia, amines and other nitrogen-based compounds in low concentrations can also be effectively reduced. The removal efficiencies for each system are a function of numerous design and operating criteria, such as media type, temperature, pH, superficial velocity, and moisture content.

Rapid Shipment and Setup

This system is entirely portable. The following site features are needed to set up the equipment:

- ✓ Space: approximately 200 x 100 feet, with a 1 – 2% slope
- ✓ Power: 480 volt, 3 phase, 30 amp
- ✓ Water: garden hose supply
- ✓ Sewer: sump pump
- ✓ Sump: the piping will require a single pit to be constructed to install a sump



Sump must be approximately 24" diameter and 30" deep below finish grade

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: February 2, 2006 at 10:30 a.m.

FOR: Lease of an Aerated Static Pile Compost Pilot Testing Unit

DEPARTMENT: Public Works

ESTIMATE: \$15,000.00

FUND/ACCOUNT: 53030052-85213

PUBLICATION DATE: January 26, 2006

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: CH2M Hill
Englewood, CO

Bid Security: \$800.00

Exceptions: Noted

Bid Price: \$13,696.00

cc: Steve Riehle, Public Works Director
Danelle Collins, Admin. Assist. PW
Dale Shotkoski, Purchasing Agent

Ben Thayer, Supt. WWTP
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

P1062

R E S O L U T I O N 2006-47

WHEREAS, the City of Grand Island invited sealed bids for the Lease of an Aerated Static Pile Compost Pilot Testing Unit for the Waste Water Treatment Plant, according to plans and specifications on file with the City Engineer; and

WHEREAS, on February 2, 2006, bids were received, opened and reviewed; and

WHEREAS, CH2M Hill of Englewood, Colorado, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$13,696; and

WHEREAS, CH2M Hill's bid is less than the estimate for such leased equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of CH2M Hill of Englewood, Colorado, in the amount of \$13,696 for the lease of an aerated static pile compost pilot testing unit is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a lease between the City and CH2M Hill be entered into for such project; and the Mayor is hereby authorized and directed to execute such lease on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G20

**#2006-48 - Approving Bid Award for Trucking of Sewage Sludge;
Wastewater Division**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Approving Bid Award for Trucking of Sewage Sludge;
Wastewater Division

Item #'s: G-20

Presenter(s): Steven P. Riehle, Public Works Director

Background

The wastewater division anticipated receiving and awarding a bid for landfilling of sewage sludge at the Butler County Landfill, Inc. in David City, Nebraska; therefore, the Wastewater Division of the Public Works Department advertised for bids for Trucking of Sewage Sludge to the Butler County Landfill on February 1, 2006. Notices were sent to four (4) potential bidders.

Discussion

Two (2) bids were received and opened on February 8, 2006. The bids were submitted in compliance with the bid request with no exceptions. The bids are shown below.

<i>Bidder</i>	<i>Exceptio ns</i>	<i>Total Bid</i>
Butler County Landfill, Inc. David City, NE	None	\$9.50 per ton
Hooker Bros. Sand & Gravel, Inc. Grand Island, NE	None	\$9.00 per ton

The estimate for trucking the sewage sludge was \$12.00 per ton. There are sufficient funds in account 53030052-85213 for this bid.

Alternatives

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

1. Move to approve the bid for trucking of sewage sludge to Hooker Bros. Sand & Gravel, Inc. of Grand Island, NE.
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 bid for trucking of sewage sludge to Hooker Bros. Sand and Gravel, Inc. in the amount of \$9.00 per ton.

Sample Motion

Move to approve the bid.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: February 8, 2006 at 11:15
FOR: Trucking of Sewage Sludge
DEPARTMENT: Public Works
ESTIMATE: \$12.00/ton
FUND/ACCOUNT: 53030052-85213
PUBLICATION DATE: February 1, 2006
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Butler County Landfill, Inc.</u> David City, NE	<u>Hooker Bros. Sand & Gravel, Inc.</u> Grand Island, NE
Exceptions:	None	None
Bid Price:	\$9.50 per ton	\$9.00 per ton

cc: Steve Riehle, Public Works Director
Danelle Collins, PW Admin. Assist.
Dale Shotkoski, Purchasing Agent

Ben Thayer, WWTP Superintendent
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

P1064

RESOLUTION 2006-48

WHEREAS, the City of Grand Island invited sealed bids for Trucking of Sewage Sludge for the Waste Water Treatment Plant, according to plans and specifications on file with the City Engineer; and

WHEREAS, on February 8, 2006, bids were received, opened and reviewed; and

WHEREAS, Hooker Bros. Sand and Gravel, Inc. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$9.00 per ton; and

WHEREAS, Hooker Bros. Sand and Gravel, Inc.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hooker Bros. Sand and Gravel, Inc. of Grand Island, Nebraska, in the amount of \$9.00 per ton for trucking of sewage sludge is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G21

**#2006-49 - Approving Bid Award for Landfilling of Sewage
Sludge; Wastewater Division**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Approving Bid Award for Landfilling of Sewage Sludge;
Wastewater Division

Item #'s: G-21

Presenter(s): Steven P. Riehle, Public Works Director

Background

On February 1, 2006 the Wastewater Division of the Public Works Department advertised for bids for the Landfilling of Sewage Sludge. Notices were sent to four (4) potential bidders.

Discussion

Two (2) bids were received and opened on February 8, 2006. The bids were submitted in compliance with the bid request with no exceptions. The bids are shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>
Loup Central Landfill Association Elba, NE	None	\$28.00 per ton
Butler County Landfill, Inc. David City, NE	None	\$24.75 per ton

The city's landfill can not accept all of the sludge generated by the Wastewater Treatment Plant (WWTP); therefore additional outlets are needed. The sludge de-watering process must operate four (4) days per week and a landfill must be available. A landfill might have to temporarily stop accepting or restrict receipt of sludge due to weather, landfill conditions, and the solid waste to trash ratio among other various reasons. Staff recommends that both landfill facilities be approved.

The estimate for the landfilling of sewage sludge was \$30.00 per ton. There are sufficient funds in account 53030052-85213 for these bids.

Alternatives

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

1. Move to approve the bids of Loup Central Landfill Association of Elba, Nebraska and Butler County Landfill, Inc. of David City, Nebraska.
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 bids for landfilling of sewage sludge to Elba and David City.

Sample Motion

Move to approve the bids.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: February 8, 2006 at 11:30 a.m.

FOR: Lanfilling of Sewage Sludge

DEPARTMENT: Public Works

ESTIMATE: \$30.00 per ton

FUND/ACCOUNT: 53030052-85213

PUBLICATION DATE: February 1, 2006

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Loup Central Landfill Association</u> Elba, NE	<u>Butler County Landfill, Inc.</u> David City, NE
Exceptions:	None	None
Bid Price:	\$28.00 per ton	\$24.75 per ton

cc: Steve Riehle, Public Works Director
Danelle Collins, PW Admin. Assist.
Dale Shotkoski, Purchasing Agent

Ben Thayer, WWTP Superintendent
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

P1066

R E S O L U T I O N 2006-49

WHEREAS, the City of Grand Island invited sealed bids for Landfilling of Sewage Sludge for the Waste Water Treatment Plant, according to plans and specifications on file with the City Engineer; and

WHEREAS, on February 8, 2006, bids were received, opened and reviewed; and

WHEREAS, Loup Central Landfill Association of Elba, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$28.00 per ton; and

WHEREAS, Butler County Landfill, Inc. of David City, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$24.75 per ton; and

WHEREAS, due to environmental considerations, transportation costs and volume of sewage sludge ready for transport, it is recommended that the City be authorized to take sewage sludge to either landfill in accordance with established guidelines.

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

1. The bid of Loup Central Landfill Association of Elba, Nebraska, in the amount of \$28.00 per ton for landfilling of sewage sludge is hereby approved.
2. The bid of Butler County Landfill, Inc. of David City, Nebraska, in the amount of \$24.75 for landfilling of sewage sludge is hereby approved.
3. That guidelines based on environmental considerations, transportation costs and volume of sewage sludge to be transported will be implemented to determine where the City's sewage sludge shall be transported to.
4. The Mayor is hereby authorized and directed to execute contracts with the above-identified agencies on behalf of the City of Grand Island for such sewage sludge disposal.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

Approved as to Form <input type="checkbox"/> _____ February 9, 2006 <input type="checkbox"/> City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G22

**#2006-50 - Approving Certificate of Compliance with the Nebraska
Department of Roads for Maintenance Agreement No. 12;
Calendar Year 2005**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Approving Certificate of Compliance with the Nebraska Department of Roads for Maintenance Agreement No. 12; Calendar Year 2006

Item #'s: G-22

Presenter(s): Steven P. Riehle, Public Works Director

Background

The City of Grand Island and the Nebraska Department of Roads have an agreement for the maintenance of Highways.

Discussion

The agreement requires certification that the City completed the work for the 2005 calendar year.

Alternatives

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

1. Make a motion to approve authorization for the Mayor to sign the Certificate of Compliance for the 2005.
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 sign the Certificate of Compliance.

Sample Motion

Approve authorization for the Mayor to sign the Certificate of Compliance for Maintenance Agreement No. 12.

MAINTENANCE AGREEMENT NO. 12

CERTIFICATE OF COMPLIANCE

Maintenance Agreement between the
Nebraska Department of Roads and the
Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

We hereby certify that all roadway surface maintenance has been
accomplished as per terms of the Maintenance Agreement specified above.

As per SECTION 8d, of the agreement, we are submitting this certificate to
the District Engineer WESLEY WAHLGREN, Department of Roads,
GRAND ISLAND, Nebraska.

ATTEST: _____ DAY OF _____, 2006

RaNae Edwards, City Clerk

Jay Vavricek, Mayor

I hereby certify that roadway surface maintenance was performed as per the
above Agreement and payment for the same should be made.

DISTRICT ENGINEER – DEPT OF ROADS
WESLEY WAHLGREN

RESOLUTION 2006-50

WHEREAS, each year the City of Grand Island enters into a maintenance agreement with the State of Nebraska Department of Roads with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, the City has complied with all surface maintenance work for the calendar year 2005 in accordance with the agreement; and

WHEREAS, upon receiving the City's Certificate of Compliance, the state will reimburse the City for maintenance work performed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island has complied with the terms of Maintenance Agreement No. 12 for calendar year 2005; and the Mayor is hereby authorized and directed to execute the Certificate of Compliance for such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G23

**#2006-51 - Approving Maintenance Agreement No. 12 with the
Nebraska Department of Roads**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Approving Maintenance Agreement No. 12 with the Nebraska Department of Roads

Item #'s: G-23

Presenter(s): Steven P. Riehle, Public Works Director

Background

Each year the City and the Nebraska Department of Roads enter into an agreement for the maintenance of Highways within the City Limits. The agreement for 2006 has been prepared. The content and scope of the agreement is similar to that of previous years.

Discussion

The maintenance responsibilities by statute are detailed in Exhibit A of the agreement. Surface maintenance and snow removal responsibilities from an operational efficiency stand point are detailed in Exhibit C. Calculations for payments are detailed in Exhibit B. The net result of this exchange of services for 2006 will be a payment to the City of \$36,198.30.

Alternatives

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

1. Make a motion to approve Maintenance Agreement 12 with the Nebraska Department of Roads.
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 approving Maintenance Agreement No. 12.

Sample Motion

Approve Maintenance Agreement No. 12 for 2006.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

AGREEMENT

THIS AGREEMENT, made and entered into by and between GRAND ISLAND hereinafter referred to as the "City"; and the State of Nebraska, Department of Roads, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2006 .

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Exhibit "A" attached hereto.

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

SECTION 1a: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, not including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

SECTION 1b: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Exhibit "B", referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Exhibit "C" and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Exhibit "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ 0 per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$1,515.00 per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in the addendum, Exhibit "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

SECTION 16. This agreement shall terminate December 31, 2006 , except that it may be renewed for one year at a time and each January 1 thereafter by written concurrence of both parties hereto. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this ____ day of _____, 2006

ATTEST:

CITY OF GRAND ISLAND

City Clerk

Mayor

DMS 2-3-06

EXECUTED by the State this ____ day of _____, 2006

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

District Engineer

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility

Neb. Rev. Stat. § 39-2105

Maintenance Operation

Neb. Rev. Stat. § 39-1339

	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	1st Class Cities	2nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Dept.	Dept.	Dept.
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Dept.
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Dept.	Dept.	Dept.

Maintenance Responsibility

Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

Maintenance Operation

Neb. Rev. Stat. § 39-1339

	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1st Class Cities > 40,000	1st Class Cities < 40,000	2nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edgelines on all connecting links except state maintained freeways	City	City	City	Dept.	Dept.
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.	City	City	City	City	City
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Dept.	Dept.
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Dept.	Dept.

EXHIBIT "B"
City of GRAND ISLAND

Pursuant to Sections 1a, 1b, 1c, 8a, 8b, 8c, and 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the STATE agrees to pay to the CITY the sum of \$1,515.00 per lane mile for performing the surface maintenance on those lanes listed on the attached copy of Exhibit "C."

From Exhibit "C" it is determined that the STATE'S responsibility for surface maintenance within the City Limits is 51.74 lane miles.

32.42 lane miles X \$1,515.00 per lane mile = \$49,116.30 due the CITY for surface maintenance.

From Exhibit "A" it is determined that snow removal within City Limits is the responsibility of the CITY. The CITY agrees to pay the STATE the sum of \$300.00 per lane mile for snow removal on those sections of highway within City Limits as listed on the attached copy of Exhibit "C."

From Exhibit "C" it is determined that the CITY'S responsibility for snow removal within the City Limits is 68.78 lane miles.

43.06 lane miles X \$300.00 = \$12,918.00 due the STATE for snow removal.

\$49,116.30 - \$12,918.00 = \$36,198.30 due the CITY and payable as per Section 8d.

EXHIBIT "C"

City of GRAND ISLAND

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
							STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	4	4.88	**2.44	2.44
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	4	4.88	**2.44	2.44
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.49	0.33	2	0.66	*0.66	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	232.53	232.77	0.24	2	0.48	*0.48	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.28	0.03	2	0.06	*0.06	
Jct. 34 & 281 No. Corporate Limits	US 281	67.45	67.94	.49	4	1.96	*1.96**	
		68.20	72.60	4.40	4	17.60	*17.60**	
TOTALS						68.78	51.74	17.04

****32.42 MILES WHERE NDOR PAYS THE CITY FOR SURFACE MAINTENANCE**

***43.06 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR**

RESOLUTION 2006-51

WHEREAS, on December 22, 1992, the City of Grand Island approved and entered into Maintenance Agreement No. 12 with the State of Nebraska Department of Roads with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, this agreement requires annual renewal by both parties thereto; and

WHEREAS, additional provisions have been included in this agreement to require the City to locate buried utility lines within the Nebraska Department of Roads right-of-way and to keep existing and new right-of-way free of encroachments; and

WHEREAS, it is in the best interest of the City of Grand Island to approve Maintenance Agreement No. 12, to be effective January 1, 2006.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Maintenance Agreement No. 12 between the City and the State of Nebraska Department of Roads for the term January 1, 2006 through December 31, 2006 is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G24

**#2006-52 - Approving Designating Gardner Denver Blower
Division as the Sole Source Provider for Repairs to the Lamson
Model 1857 Blower; Wastewater Division**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 14, 2006

Subject: Designating Gardner Denver Blower Division as the Sole Source Provider for Repairs to the Lamson Model 1857 Blower; Wastewater Division

Item #'s: G-24

Presenter(s): Steven P. Riehle, Public Works Director

Background

The Wastewater Treatment Plant (WWTP) has four (4) blowers (17,000 cubic feet per minute) which drive air into the aeration basins as part of the treatment process. One of the blowers is in need of repairs. The blowers need to remain operational in order for the WWTP to continue to meet the permit limits.

On January 9, 2006 the Wastewater Division of the Public Works Department advertised for proposals for the repair of a Lamson Model 1857 Blower from authorized service centers.

Discussion

One proposal was received on January 26, 2006 from Gardner Denver Blower Division of Peachtree City, GA. Gardener Denver is the manufacturer of the blower. To streamline the process on future repairs administration is requesting that Gardner Denver Blower Division be designated as the sole source provider so their services can be acquired for any future repairs to the blowers. The proposal conforms to all bid specifications. Gardner Denver specified an hourly rate of \$66.00 for repair work conducted at the manufacturer's facility and \$105.00 for repair work performed at Grand Island's Wastewater Treatment Plant. The rates are deemed fair and reasonable. The cost of parts will depend on the parts required.

Alternatives

1. Make a motion to approve designating Gardner Denver Blower Division as the sole source provider for repairs to the Lamson Model 1857 Blower and authorize the mayor to execute an agreement.

2. Refer the issue to a committee.
3. Postpone the issue to a further date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council pass a resolution designating Denver Gardner of Peachtree City, GA as the sole source provider.

Sample Motion

Approve the designation of the sole source provider and entering into an agreement with Denver Gardner.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
LAMSON MODEL 1857 BLOWER REPAIR**

RFP DUE DATE: January 26, 2006 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: January 9, 2006

NO. POTENTIAL BIDDERS: 1

SUMMARY OF PROPOSALS RECEIVED

Gardner Denver Blower Division
Peachtree City, GA

cc: Steve Riehle, Public Works Director
Danelle Collins, PW Admin. Assist.
David Springer, Finance Director
Laura Berthelsen, Legal Assistant

Ben Thayer, WWTP Supt.
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

P1053

RESOLUTION 2006-52

WHEREAS, the Waste Water Treatment Plant (WWTP) has four blowers which drive air into the aeration basis as part of the treatment process; and

WHEREAS, all four blowers are required to be operational in order to meet the permit limits; and

WHEREAS, one blower is presently in need of repairs; and

WHEREAS, the City of Grand Island invited proposals for Lamson Model 1857 Blower Repair in accordance with a Request for Proposals on file with the Public Works Department; and

WHEREAS, on January 26, 2005, one proposal was received from Gardner Denver Blower Division of Peachtree City, Georgia; and

WHEREAS, Gardner Denver is the manufacturer of the blower; and

WHEREAS, to streamline the process for future repairs, it is requested that Gardner Denver Blower Division be designated as the sole source provider for such repair work; and

WHEREAS, it is recommended that Gardner Denver Blower Division be authorized to perform repair work on the Waste Water Treatment Plant blowers at the rate of \$66.00 per hour for repair work conducted at the manufacturing facility, and \$105.00 for blower repair work performed at Grand Island's WWTP; the cost of replacement parts will depend on the parts required for the repair.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Gardner Denver Blower Division of Peachtree City, Georgia is hereby designated as the sole source provider for repairs to the Lamson Model 1857 blowers at the Waste Water Treatment Plant.

BE IT FURTHER RESOLVED, that the cost of such repair work shall be \$66.00 per hour for repair work conducted at the manufacturer's facility, \$105.00 for repair work performed at Grand Island's WWTP, and the cost of replacement parts dependent on the type of part required.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G25

**#2006-53 - Approving Application for Edward Byrne Memorial
Justice Assistance Grant (JAG) 2006**

This item relates to the aforementioned Public Hearing Item E-8.

Staff Contact: Steve Lamken

RESOLUTION 2006-53

WHEREAS, the Grand Island Police Department has received notification that they and the Hall County Sheriff's Department have been awarded \$19,530 in grant funds from the Justice Assistance Grant (JAG) program; and

WHEREAS, the Grand Island Police Department will be allocated \$14,647.50 of such funds; and

WHEREAS, a public hearing was held on February 14, 2006 as required to discuss the proposed use of such funds; and

WHEREAS, it is proposed that the grant funds allocated to the Grand Island Police Department be used to purchase Data911 mobile data and video equipment for patrol vehicles, and to provide approximately \$4,882.50 to the Central Nebraska Drug Court for operational costs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is hereby granted to use grant funds received from the Justice Assistance Grant program to purchase Data911 mobile data and video equipment for patrol vehicles, and to provide approximately \$4,882.50 to the Central Nebraska Drug Court for operational costs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G26

#2006-54 - Approving Bid Award for Portable Defibrillator/Multi-Parameter Monitor

Staff Contact: Jim Rowell

Council Agenda Memo

From: Terry Leslie, EMS Division Chief

Meeting: February 14, 2006

Subject: Portable Defibrillator/Multi-Parameter Monitor

Item #'s: G-26

Presenter(s): Terry Leslie, EMS Division Chief

Background

Capital Funds were approved by the Council for the purchase of an ambulance and its equipment, including a portable monitor/defibrillator. This monitor/defibrillator has the capabilities to be used by both EMT-Basics as an Automatic External Defibrillator and by Paramedics as a monitor/defibrillator/pacemaker/pulse oximeter. Its capabilities meet the current recommendations of the American Heart Association. Bids were received from Zoll Medical and Medtronic Emergency Response Systems. Neither bidder had exceptions to the specifications. The Medtronic's bid was the least expensive and within budget limits.

Following are examples of the benefits of purchasing a monitor/defibrillator of the same type that is currently used in our department:

- Having its controls in exactly the same location as our other monitor/defibrillators, thus saving time in critical situations
- It uses the same batteries and charging systems currently on our department, eliminating the necessity of purchasing separate charging systems and batteries
- Sensors and cables are interchangeable with current machines
- Defibrillator and pacing pads which have specific expiration dates may be rotated between apparatus, decreasing the need to throw away expired supplies and eliminating the need to order and have on hands supplies for multiple manufacturers that cannot be rotated between vehicles

Discussion

The Medtronic's LifePak 12 monitor defibrillator, in addition to meeting the current recommendations of the American Heart Association, is the same type of machine currently on most of the fire trucks and ambulances.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of the portable defibrillator/multi-parameter monitor from Medtronic Emergency Response Systems.

Sample Motion

Motion to approve.

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: February 8, 2006 at 11:00 a.m.

FOR: Portable Defibrillator/Multi-Parameter Monitor

DEPARTMENT: Fire

ESTIMATE: \$20,000.00

FUND/ACCOUNT: 10022102-85625

PUBLICATION DATE: January 20, 2006

NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>Zoll Medical Corporation</u> Chelmsford, MA	<u>Medtronic Emergency Response Systems</u> Redmond, WA
Bid Security:	Western Surety Company	Safeco Insurance Company
Exceptions:	None	None
Bid Price:	\$21,492.25	\$17,620.15

cc: Jim Rowell, Fire Chief
Chris Hoffman, Admin. Assist. Fire
Dale Shotkoski, Purchasing Agent

Terry Leslie, EMS Division Chief
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

P1057

RESOLUTION 2006-54

WHEREAS, the City of Grand Island invited sealed bids for Portable Defibrillator / Multi-Parameter Monitor, according to plans and specifications on file with the City Clerk; and

WHEREAS, on February 8, 2006, bids were received, opened and reviewed; and

WHEREAS, Medtronic Emergency Response Systems of Redmond, Washington, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$17,620.15; and

WHEREAS, Medtronic Emergency Response Systems' bid is less than the estimate for such equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Medtronic Emergency Response Systems of Redmond, Washington, in the amount of \$17,620.15 for portable defibrillator / multi-parameter monitor is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G27

**#2006-55 - Approving Letter of Intent with Qwest for Phone Lines
for New Fire Station #1**

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief
Meeting: February 14, 2006
Subject: Qwest – telephone service
Item #'s: G-27
Presenter(s): Jim Rowell, Fire Chief

Background

The new fire station located at 409 East Fonner Park Road is getting closer to breaking ground. One of several essential services to that building is the telephone service. Qwest will need to install the service lines to the site.

Discussion

To conduct daily business, phone service will be needed at the fire station. Qwest has to provide the connection from their system to this building. The project architect will determine the appropriate connection point in the building. The attached letter of intent is a statement of our plan to build a fire station on the site and specify the service configuration that Qwest will provide. This letter of intent is an agreement between the City of Grand Island and Qwest and as such it requires the signature of the Mayor.

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 Mayor signing this letter of intent with Qwest.

Sample Motion

Motion to approve.

RESOLUTION 2006-55

WHEREAS, the City of Grand Island is in the process of constructing a new Fire Station No. 1 at 409 E. Fonner Park Road; and

WHEREAS, the City of Grand Island has been contacted by Qwest Communications to enter into a Letter of Intent specifying the telephone infrastructure to the new fire station; and

WHEREAS, it is necessary to enter into the Letter of Intent with Qwest Communications to obtain the telephone infrastructure necessary for telephone and telecommunication service to the new fire station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City shall enter into a Letter of Intent with Qwest Communications specifying telecommunications infrastructure that will be installed for telecommunications service at the new Fire Station No. 1.

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute the Letter of Intent with Qwest Communications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item I1

#2006-56 - Approving Request of Douglas & Sherri Luth dba Gas Island II, 2012 N. Webb Road for a Class "B" Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2006-56

WHEREAS, an application was filed by Douglas and Sherri Luth, doing business as Gas Island II at 2012 N. Webb Road for a Class "B" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 4, 2006; such publication cost being \$13.60; and

WHEREAS, a public hearing was held on February 14, 2006, for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: _____

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
February 9, 2006	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item I2

#2006-57 - Approving One & Six Year Street Improvement Program

This item relates to the aforementioned Public Hearing Item E-5.

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2006-57

WHEREAS, the Regional Planning Commission, after public notice having been published in one issue of the Grand Island Independent on January 21, 2006, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on February 1, 2006, on the One and Six Year Street Improvement Program for 2006-2011 for the City of Grand Island; and

WHEREAS, at the February 1, 2006 public hearing, the Regional Planning Commission approved the One and Six Year Street Improvement Program 2006-2011, and recommended that such program be approved by the City Council; and

WHEREAS, the Grand Island City Council, after public notice having been published in one issue of the Grand Island Independent on February 8, 2006, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on February 14, 2006, on the One and Six Year Street Improvement Program for the City of Grand Island; and

WHEREAS, this Council has determined that the One and Six Year Street Improvement Program as set out in Exhibit "A" should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the One and Six Year Street Improvement Program 2006-2011, based on priorities of needs and calculated to contribute to the orderly development of city streets, and identified as Exhibit "A", is hereby approved and adopted by this Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 9, 2006	☐ City Attorney



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item J1

**Approving Payment of Claims for the Period of January 25, 2006
through February 14, 2006**

*The Claims for the period of January 25, 2006 through February 14, 2006 for a total
amount of \$3,804,533.06. A MOTION is in order.*

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of January 25, 2006 through February 14, 2006

The Claims for the Library Expansion for the period of January 25, 2006 through February 14, 2006 for the following requisitions.

#20 \$155,841.51

A MOTION is in order.

Staff Contact: RaNae Edwards

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 20

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

As Trustee under that Mortgage, 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:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Mid Plains Construction Co.	\$155,841.51	Design/Build Contract

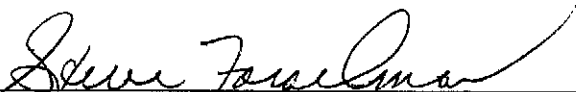
Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

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 (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 14th day of February, 2006.


Project Manager

MID PLAINS CONSTRUCTION CO.1319 W. North Front St.
GRAND ISLAND, NE 68801**(308) 382-2760**Grand Island Facilities Corporation
PO Box 1968
Grand Island, NE 68802

TERMS: net 10 days

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$ _____

DATE	CHARGES AND CREDITS	BALANCE	
	BALANCE FORWARD		
	Re: Edith Abbott Memorial Library 2005 Expansion/Remodel Project		
	Mid Plains Labor & Materials to Date	\$221,740.41	
	Cannon Moss Brygger & Assoc.	320,210.26	
	Diamond Engineering Co.	184,864.70	
	Subtotal	\$726,815.37	
	Management Fee (6.1%)	44,335.74	
	Total Costs to Date	\$771,151.11	
	Less 5% retainage	-38,557.56	
	Subtotal	\$732,593.55	
	Less previous billings	-576,752.04	
	Balance Due This Invoice	\$155,841.51	

MID PLAINS CONSTRUCTION CO.*Thank You*PAY LAST AMOUNT
IN THIS COLUMN