
City of Grand Island



Tuesday, October 10, 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 Rob Inge, Harvest Time Baptist Church, 1125 North Beal 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, October 10, 2006

Council Session

Item C1

Proclamation "Clergy Appreciation Month" October 2006

Clergy provide an important service to our community through hard work, sacrificial dedication, and spiritual leadership. To show our appreciation and support, the Mayor has proclaimed the month of October 2006 as "Clergy Appreciation Month" and encourages people to remember and support their clergy the entire year. See attached PROCLAMATION.

Staff Contact: Mayor Vavricek

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

PROCLAMATION

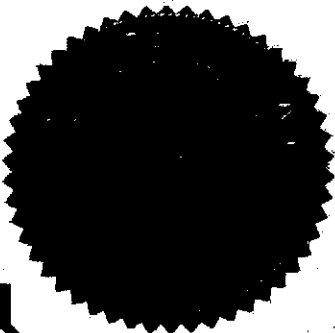
- WHEREAS, Clergy and their families provide a unique service to the people of our community, through hard work, sacrificial dedication, and spiritual leadership; and
- WHEREAS, God has entrusted to them one of the most precious of assignments – the spiritual well-being of His flock; and
- WHEREAS, Clergy and their families live under incredible pressures. Their lives are played out in a fishbowl, with the entire congregation and community watching their every move; and
- WHEREAS, Clergy put in a lot of hard hours preparing sermons and teachings, visiting the sick, comforting those who have lost loved ones, and praying for those in need; and
- WHEREAS, Clergy have been a constant source of moral and spiritual guidance for many people and clergy are in need of special blessings from their people.

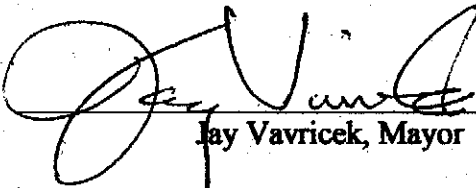
NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of October, 2006 as

“CLERGY APPRECIATION MONTH”

in the City of Grand Island, and encourage all citizens to show your appreciation and support for your Clergy throughout the entire year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this tenth day of October in the year of our Lord Two Thousand and Six.




Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item C2

Presentation by Marlan Ferguson, Economic Development President Relative to the Economic Development Program Plan

Marlan Ferguson, President of the Economic Development Corporation (EDC) will update the Mayor and City Council on Economic Development activities in Grand Island and Hall County. See attached Annual Report 2006.

Staff Contact: Marlan Ferguson, EDC President

CITIZENS REVIEW COMMITTEE
ON THE ECONOMIC DEVELOPMENT PROGRAM

Annual Report
2006

The City of Grand Island Economic Development Program Plan was approved by the citizens at an election on May 6th 2003. The effective date of the Plan was October 1, 2003. The Plan often times is referred to as LB-840 or the Local Option Municipal Development Act.

Prior to the passage of the plan, \$350,000 annually was given to the Grand Island Area Economic Development Corporation (GIAEDC) for promotion, recruiting, public relations and advertising. The Plan allowed an additional \$400,000 to be used for incentives for business and industries for a total of \$750,000 in the plan annually for a period of 10 years.

Proposed fiscal Period October 1, 2006 thru September 30, 2007 Budget

Infrastructure Costs

Platte Valley Industrial Park

Interest, Real Estate Taxes, Maintenance, Advertising	\$ 40,000.00
Special Assessments to City	45,000.00
Debt Service Payments	83,000.00
Infrastructure/Housing Needs Study (long range plan)	27,000.00

Project Costs 98,000.00

Employee Training - Welding Program 27,500.00

Community Publicity

(to include business retention and recruitment, occupancy, and operational costs)	29,500.00
	<hr/> \$ 350,000.00

The State Statute required the establishment of a Citizen's Review Committee to: (1) Review the functioning and progress of the Economic Development Program and (2) Report to the City Council on its findings and suggestions at a public hearing called for that purpose at least once in every six-month period after the effective date of the ordinance.

This Public Hearing is the third of such reports. Since the conception of this program, the Review Committee has approved five applications. These projects include:

<u>COMPANY</u>	<u>INCENTIVE \$'S</u>	<u>EMPLOYEES</u>
Standard Iron	\$200,000	82

Heritage Disposal & Storage	\$100,000	21
CXT	\$200,000	55
Love Signs	\$ 42,000	13
J.C. Doyle	\$ 20,000	11

The Economic Development Corporation continues to create jobs and expand the tax base for our community. In the year of 2005, Construction valuation increased to a record 3.2 billion dollars in total valuations of which 91 million is in new real estate or improvements, and 5 million in new business equipment. Major projects contributing to the increase were Saint Francis Medical Center New Patient Tower and Heartland Events Center. These projects show the dedication to Economic Development and will assist the community in becoming a stronger leader in the medical field and recreational/cultural activities.

In the spring of 2004, GIAEDC was instrumental in the passage of the ½ Cent Sales Tax initiatives. This allowed for property tax relief; Edith Abbott Library expansion; Law Enforcement Center; Fire Station #1; Grand Generation Center Improvements; and Future Infrastructure (Fire Training Center). Economic Development supported the passage of the Grand Island School Bond; Hall County Corrections Bond; and the Heartland Events Center. All these projects assist in the recruiting of businesses and industries as it shows commitment and pride from the citizens.

Promoting our community continues to be a priority in the usage of LB-840 funding. Our most recent accomplishment was certifying Grand Island as a community that is publicly recognized as an economic development leader; better positioned for economic development opportunities; properly identified and documented as ready for economic development; and able to be marketed to business and industry. Aggressive marketing of Grand Island is done by utilizing various trade magazines showcasing site consultants. These individuals allow us networking capabilities across the United States. We have been featured in such periodicals as Heartland Real Estate Business, Expansion Solutions (Metal Fabrication), Nebraska Trucking, and Inbound Logistics to name just a few. With the collaboration of the I-80 Corridor Coalition and South Central Economic Development District, joint efforts in providing labor statistics, workforce recruitment, advertising and web site development are ongoing. The I-80 labor study has been instrumental in workforce recruitment and expansion of new and existing businesses.

Promotional activities continue each year by hosting the Nebraska Diplomat Passport Weekend in Lincoln; G.I./Hall County Day at the Legislature reception; GIAEDC Annual Golf Outing and Annual Meeting. Other promotional activities include: Husker Harvest Days, Nebraska Alumni Job Fair(s), being a Nebraska State Fair exhibitor, out state business recruitment/site visits, web site development/updates – NEDI, LOIS, GIAEDC, and participating on various boards.

A community partner is defined as one who is united or associated with another or others in an activity or a sphere of common interest. GIAEDC is fortunate to have Central Community College, Nebraska Workforce Development, Grand Island Area Chamber of

Commerce, Grand Island Public School Administration, Southern Public Power, Hall County Airport Authority, City of Grand Island, and Hall County as a progressive partner in our community growth and economic development efforts.

Without breaching confidentiality, over the past three years our office has submitted 67 proposals for new industry/expansion projects. Of which, 29 were in manufacturing; 7 food processing; 8 warehousing/distribution; 8 telecommunications; 2 technology and software development; 6 ethanol production; 7 other. As our community continues to be recognized, our office has become inundated for new proposals. Each proposal has its own unique characteristics and key elements that need to be addressed. The assistance of key city staff and Workforce Development staff to assist in the preparation of these proposals in a timely and efficient manner is critical as some projects allow only a few days to submit.

In closing, let's not forget our past commitments, but let's move forward in a professional and intellectual matter that puts us a step ahead and gives the public the confidence that indeed we are moving in the right direction.



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item E1

**Public Hearing Concerning the Semi-Annual Report by the
Citizens' Review Committee on the Economic Development
Program Plan**

Staff Contact: Tim White, CRC Chairman

Council Agenda Memo

From: Dale M. Shotkoski, Interim City Attorney

Meeting: October 10, 2006

Subject: Public Hearing Concerning the Semi-Annual Report by the Citizen's Review Committee on the Economic Development Program Plan.

Item #'s: E-1 & G-7

Presenter(s): Dale M. Shotkoski, Interim City Attorney
Tim White, Chairman, Citizen's Advisory Review Committee

Background

The voters of the City of Grand Island approved an economic development plan at the May 6, 2003 election. Subsequent to the election, the city has adopted an ordinance that establishes the economic development plan and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives. The Citizens Advisory Review Committee is required by State Statute and the Grand Island City Code to make a semi-annual report to the City Council.

Discussion

The Citizens Advisory Review Committee has been conducting regular meetings during the last six months as required by the City Code and the Nebraska Statutes. The committee looks forward to receiving and reviewing meritorious applications for consideration in the future.

Alternatives

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

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

Recommendation

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

Sample Motion

Motion to accept the semi-annual report of the Citizens Advisory Review Committee.



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item E2

**Public Hearing Concerning Amendments to Chapter 33 of the
Grand Island City Code Relative to Subdivision Regulations**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 10, 2006

Subject: Changes to Chapter 33 City Code

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

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

Background

This application proposes to amend the Subdivision Ordinance for the City of Grand Island and its 2 mile extra-territorial jurisdiction. Amendments to be considered include minor corrections, rewording of some portions of the regulations and the addition of Addendum "B" Drawing Standards and Sample Plat (C-24-2006GI).

The City of Grand Island adopted new subdivision regulations in July 2004. The changes proposed here are suggestions from planning department and other City Staff. These changes are designed to standardize the plats received by the planning department from the various surveyors and engineers that work in the Grand Island area. Deletions are called out and additions are underlined.

Discussion

The changes to the main part of the Chapter 33 are primarily typographic, grammar and numbering changes. Naming conventions and a requirement that the signed plat be present at the planning commission meeting have been added to the miscellaneous requirements.

The major changes involve Addendum B. These are proposed drawing standards and a sample drawing showing what the plat should look like. The adoption of these changes will standardize plats received by the Planning Commission for the City of Grand Island.

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. Deny the changes to Chapter 33 as presented
3. Modify the changes to Chapter 33 to meet the wishes of the Council
4. Table the issue

Recommendation

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

A roll call vote was taken and the motion passed with 10 members present (Amick, Reynolds, O'Neill, Niemann, Eriksen, Ruge, Hayes, Monter, Haskins, Snodgrass) voting in favor.

Sample Motion

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

Agenda Item #7

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

August 28, 2006

SUBJECT:

Concerning amendments to the Subdivision Ordinance for the City of Grand Island and its 2 mile extra-territorial jurisdiction. Amendments to be considered include minor corrections, rewording of some portions of the regulations and the addition of Addendum "B" Drawing Standards and Sample Plat (C-24-2006GI)

PROPOSAL:

The City of Grand Island adopted new subdivision regulations in July 2004. The changes proposed here are suggestions from planning department and other City Staff. These changes are designed to standardize the plats received by the planning department from the various surveyors and engineers that work in the Grand Island area. Deletions are called out and additions are underlined.

OVERVIEW:

The changes to the main part of the Chapter 33 are primarily typographic, grammar and numbering changes. Naming conventions and a requirement that the signed plat be present at the planning commission meeting have been added to the miscellaneous requirements.

The major changes involve Addendum B. These are proposed drawing standards and a sample drawing showing what the plat should look like. The adoption of these changes will standardize plats received by the Planning Commission for the City of Grand Island.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council **approve** the changes to the Grand Island Subdivision Ordinance as requested.

_____ Chad Nabity AICP, Planning Director

CHAPTER 33
SUBDIVISION REGULATIONS
Article I. In General

§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.

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.

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 agreement.

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.

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.

Amended by Ordinance No. 8921, effective 07-28-2004

Amended by Ordinance No. 9031, effective 03-01-2006

§33-2. Application of this Chapter

Any plat hereafter made, or any subdivision, or any part thereof lying within the corporate limits of the City of Grand Island or in the unincorporated territory within an area extending for two miles beyond the city limits of the City of Grand Island, shall be prepared, presented for approval and recorded as herein prescribed. Any plat of land contiguous to the corporate limits of the City shall be treated as an addition to the City as provided in Section 19-916, R.R.S. 1943. The regulations contained herein shall apply to the subdivider of a lot, tract, or parcel of land into two or more parts for the purpose of sale, transfer of ownership, including the resubdivision or replatting of land or lots. The regulations contained herein shall also apply to all persons or entities engaging in any aspect of real estate development, whether immediate or future. This provision shall not be construed to limit the acceptance of deeds, right-of-way, or other land by the city council when such acceptance is in the public interest and not for the purpose of circumventing these regulations.

In order to clarify, ratify, and include within this code the policy of the City of Grand Island, the minimum improvements required pursuant to this chapter shall be installed in all subdivisions in which development commenced after January 1, 1997, irrespective of when the subdivision was created and the plat or dedication legally filed of record.

§33-3. Exemption

The subdivision of land into parcels which are more than ten acres in size and not involving the dedication of any street, easement, or other public use shall be exempt from the requirements of these regulations.

For proposed developments that provide for the dedication of any street, easement or other public use and contains lots that are all more than ten acres in size, the provisions of these regulations shall apply except **Article V. Minimum Improvements**. The improvements for this type of subdivision shall be determined by agreement. The Public Works Director, Utilities Director, and Planning Director shall provide recommendations to the Planning Commission and City Council for minimum improvements to be included in the Subdivision Agreement.

§33-4. Division of Platted Lots

For subdivisions or resubdivisions having one or more of the following characteristics, the public works director and the director of planning shall have the power to waive any or all portions of the preliminary study requirements and procedure:

- (1) Where the subdivision involves the creation of not more than two new building lots and does not involve the dedication of a full width street or is not part of a larger tract intended for future development;

(2) Where the subdivision involves the creation of not more than one new building lot which exceeds 20,000 square feet in size and has access to a public road;

(3) Where the subdivision involves the replatting of existing lots and results in the creation of additional building lots, or involves an administrative subdivision.

§33-5. Approval Necessary

No plat, subdivision, or administrative subdivision shall be recorded in the Register of Deeds Office, Hall County, Nebraska, until all provisions and approvals set forth in these regulations have been met.

§33-6. Building and Utility Permits; Prohibition

No officer, employee, or agent of the City of Grand Island shall issue any building permit, make any water or sewer connection, or issue any permit for any water or sewer connection for any building or buildings constructed or proposed to be constructed on land subdivided contrary to the provisions of these regulations. No officer, agent, or employee of the City of Grand Island shall perform or caused to be performed any construction or maintenance upon any street or public way purported to be dedicated as a public street or public way by virtue of being shown on a plat, unless such plat shall have been approved as provided by these regulations. The above prohibitions shall not apply to any plat or dedication legally filed of record prior to April 22, 1968.

Article II. Procedure, Plans and Data

§33-7. Preliminary Study and Data

(1) The subdivider shall prepare and file with the Planning Commission twenty-five (25) copies of the proposed preliminary study and required data at least twenty (20) days prior to the date of the next regular Planning Commission meeting at which approval of the preliminary study is requested for standard preliminary plat requests. Twenty-five (25) copies of preliminary study or plat approval requests for planned developments including: Commercial Development Zone, Residential Development Zone, Travel Development Zone, Gateway Corridor (Overlay) District, and Mobile Home Residential Zone; shall be submitted at least forty (40) days prior to the next regular Planning Commission meeting at which approval of the preliminary study is requested.

(2) The director of Planning shall, at least ten (10) days prior to the Planning Commission meeting, transmit a copy of the proposed preliminary study to the Board of Education of the school district or districts involved, the public works director, director of utilities operations, and any other department or agency that may be affected by the plat and as the commission may designate. Such department or agency except said Board of Education shall have five days to review the referred preliminary study and report back to the director of Planning any requirements or recommendation pertinent to approval of the study. The director of Planning shall examine the preliminary study as to compliance with laws and ordinances of the approved master plan, other official plans and good planning principles; analyze the recommendations submitted by other departments and agencies; coordinate these recommendations and submit his recommendations to the Planning Commission at the next regular meeting.

(3) The Planning Commission shall consider all evidence presented by the subdivider, the director of Planning, and others, and shall approve or disapprove the preliminary study, and shall transmit its recommendation along with all supporting papers to the City Council. A copy of the recommendation shall be sent to the subdivider, and one copy shall be retained in the permanent files of the Planning Commission.

(4) The city council shall consider and act upon the Planning Commission's recommendation, and shall approve or disapprove the preliminary study. In the event of disapproval, the council shall notify the Planning Commission and state specific reasons for disapproval, a copy of which shall be transmitted to the subdivider. Approval by the council shall be effective for a period of twelve months, after which if ~~the a~~ final plat has not been submitted to the Planning Commission for approval, reapproval of the preliminary study by the Planning Commission and council shall be required.

(5) The preliminary study shall be made from an accurate survey made by a licensed land surveyor in the State of Nebraska. The ~~minimum~~-acceptable scale shall be between 10 and 100 feet to the

inch. Scales of more than 100 feet per inch may be permitted by the Director of Planning for very large projects. All preliminary studies shall provide the following information:

- (a) Proposed name and acreage of the subdivision.
- (b) Name and address of owner, subdivider, and engineer or land surveyor.
- (c) A legal description sufficient to define the location and boundaries of the subdivision and evidence of ownership of the property proposed to be subdivided.
- (d) A map indicating plans for the development of the entire area if the proposed plat is a portion of a larger holding intended for subsequent development. Preliminary engineering plans for all improvements for the entire holding shall be a part of the requirement. Positive drainage from easements shall be included in the drainage plan.
- (e) Location, width, and name (if any) of all highways, streets, easements, right-of-way or railroad, whether public or private, parks, or other open spaces within and adjacent to the proposed subdivision. Tentative grades and direction of flow in streets and easements shall be shown.
- (f) Location, grade, and size of existing and proposed storm drainage facilities, sanitary sewers, water mains, electric, CATV, telephone, and gas mains within and adjacent to the proposed subdivision.
- (g) Contours at intervals of six inches.
- (h) If any portion of the land within the boundary of the proposed subdivision is subject to flood or storm water overflow, that fact and location shall clearly be shown. Areas covered by water and trees shall also be shown.
- (i) Layout, approximate dimensions, proposed use, number of each lot, and number of each block shall be indicated.
- (j) Location and outline to scale of each existing building or structure.
- (k) Date, north point, and scale shall be shown.
- (l) All areas not a part of the proposed plat due to other ownership shall be clearly shown and marked "Not a Part."
- (m) If the lots within the proposed subdivision are to be served by individual water supply and sanitary sewage systems, then the general location of such facilities on each lot shall be shown.

Amended by Ord. No. 8921, effective 7-28-2004

§33-8. Final Plat

(1) The subdivider shall prepare and file with the Planning Commission twenty-five (25) copies of the proposed final plat at least twenty (20) days prior to the date of the next regular Planning Commission meeting at which approval of the final plat is requested for standard final plats. Twenty-five (25) copies of final plat approval requests for planned developments including: Commercial Development Zone, Residential Development Zone, Travel Development Zone, Gateway Corridor (Overlay) District, and Mobile Home Residential Zone; shall be submitted at least forty (40) days prior to the next regular Planning Commission meeting at which approval of the final plat is requested.

(2) At the time of filing of the final plat with the Planning Commission the subdivider shall pay to the city treasurer a filing fee, as provided by a fee schedule approved by the City Council, which shall not be refundable unless such final plat is withdrawn by the subdivider prior to consideration by the Planning Commission.

(3) The director of Planning shall, at least ten (10) days prior to the Planning Commission meeting, transmit a copy of the proposed final plat to the Board of Education of the school district or districts involved, the public works director, the director of utilities operations, and any other department or agency that may be affected by the plat and as the Commission may designate. Such department or agency except said Board of Education shall have five days to review the referred final plat and report back to the director of Planning any requirements or recommendations pertinent to approval of the final plat. The director of Planning shall examine the final plat as to compliance with laws and ordinances of the master plan; other official plans and good planning principles and compliance with the approved preliminary study if submitted; analyze the recommendations submitted by other departments and agencies; coordinate these recommendations and submit his recommendation to the Planning Commission at the next regular meeting.

(4) The Planning Commission shall review the recommendation of the director of Planning and either approve or disapprove the final plat. If the Planning Commission finds that the final plat has been prepared in compliance with these regulations and in substantial conformance with the approval preliminary study, such plat shall be approved. In the event of disapproval, specific points of variance with

aforesaid requirements shall be a part of the Planning Commission's recommendation. The Planning Commission shall transmit its recommendation, along with a copy of the final plat, to the city council. A copy of the recommendation shall be sent to the subdivider, and one copy shall be retained in the permanent files of the Planning Commission.

(5) The city council shall consider and act upon the Planning Commission's recommendation and shall approve or disapprove the final plat. If it finds that the final plat has been prepared in compliance with these regulations and in substantial conformance with the approved preliminary study, such plat shall be approved. In the event of disapproval, specific points of variance with aforesaid requirements shall be a part of the official record. Upon approval of the final plat, the subdivider shall, within twelve months, furnish the following departments the data as shown or such approval shall become null and void:

- (a) Register of Deeds
 - (i) Approved final plat
 - (ii) Protective covenants, restrictions and conditions, if any.
 - (iii) Approved drainage plan.
- (b) City Clerk
 - (i) Print of approved plat.
 - (ii) Approved subdivision agreement.
 - (iii) Print of approved drainage plan.
- (c) Public Works Director
 - (i) Reproducible of approved final plat.
 - (ii) Reproducible of approved drainage plan.
 - (iii) Copy of approved erosion control plan unless the subdivision contains less than five acres in size.

(6) The final plat shall be in permanent black lettering and lines on high grade linen or mylar which is reproducible with dimensions of 18 inches by 24 inches. The ~~minimum~~-acceptable scale shall be between 10 and 100 feet to the inch. In the event that the entire plat cannot be one sheet, it shall be submitted in two or more sheets of the same dimensions along with an index sheet showing the entire development at a smaller scale. All final plats shall portray the following information.

- (a) Name of subdivision, north arrow, scale, date, and names of subdivider, owner, and land surveyor.
- (b) Legal description of the property, including location of boundary lines in relation to section, township, range, county, and state. The perimeter of the subdivision shall be clearly and distinctly indicated.
- (c) The lines of all streets and alleys and other lands to be dedicated with their widths and names.
- (d) All lot lines and dimensions and numbering of lots and blocks according to a uniform system.
- (e) Location, use, and width of all easements for public use, drainage, services, and utilities.
- (f) All dimensions in feet and decimals of feet, both linear and angular, interior angles, length of radii and/or arcs of all curves, with all other information necessary to reproduce the plat on the ground.
- (g) The perimeter and blocks of the plat shall have a closure to an allowable unadjusted error of 1 to 7500. Latitudes and departure computations shall be submitted.
- (h) The location and description of all permanent monuments in the subdivision.
- (i) The description, location, and elevation of all benchmarks.
- (j) Names in dotted lettering of adjacent plats with the location and widths of adjoining streets shown by dashed lines.
- (k) Certificate, seal, and signature of land surveyor.
- (l) Notarized certificate and signature of all parties having title interest in the land being subdivided consenting to dedication and recording of the final plat as submitted.
- (m) Certificates to be signed by the chairman of the Planning Commission, mayor, and city clerk.
- (n) All areas not a part of the plat due to other ownerships shall be clearly shown as "Not a Part."

(o) Electronic subdivision requirements as provided in Addendum "A" of this chapter. The plat shall meet the drawing standards as identified in Addendum "B" of this chapter. Certificates shall be written in a format consistent with those shown on Addendum "B" of this chapter.

(p) References to a minimum of three established points, such as section corners, section quarter corners, block or subdivision corners, at least one of which shall be a County Control Point.

(q) A closure sheet shall be included with all submitted final plats. Said closure sheet shall include northing and easting coordinates for each point on the Subdivision Boundary and bearing and distance between points.

(r) The following supplementary engineering data and plans shall be submitted following approval of the final plat:

(i) Paving design, including alignment, grades, and a typical cross-section.

(ii) Public sidewalks design and location.

(iii) Location of telephone, electric, and CATV facilities, if underground.

(iv) Location, grade, and size of existing and proposed storm drainage facilities, sanitary sewers, water mains, and gas mains within the proposed subdivision.

(v) Location and outline to scale of each existing building or structure which is not to be removed in the final development.

(vi) Final approved drainage plan including the location, grade, and direction of flow of easements, and showing the proposed general locations of individual water supply and sanitary sewer systems on each lot, if applicable.

(vii) An approved erosion control plan to prevent wind and water erosion during any activity that will remove natural surface cover from within the subdivision boundary. This plan shall not be required for any subdivision containing less than ~~five one~~ acres in size ~~unless such subdivision is a phase of a larger development of five acres or more.~~

(viii) Final approved drainage plans shall be required with the submission of all final plats. A drainage plan may be submitted with the paving and storm water plans, but the paving plan will not be signed off until the drainage plan is approved by the Director of Public Works and proof of its filing at the Register of Deeds office is submitted to the Director of Public Works.

Amended by Ord. No. 8921, effective 7-28-2004

§33-8.1. Final Plat-Administrative Subdivision

(1) The subdivider shall prepare and file with the Director of the Planning Commission, three (3) copies of the proposed administrative subdivision final plat.

(2) At the time of filing of the administrative subdivision final plat with the Planning Director, the subdivider shall pay to the city treasurer, a nominal filing fee as provided by a fee schedule approved by the Regional Planning Commission and City Council. Such fee shall not be refundable, unless the administrative subdivision final plat is withdrawn by the subdivider prior to consideration by the Planning Director.

(3) The administrative subdivision final plat shall be prepared in accordance with final plat requirements specified and set forth in Section 33-8(6), excepting subsections (m) and ~~(r)~~. A place of certification to be signed by the Planning Director shall also be provided.

(4) The Planning Director shall examine the administrative subdivision final plat as to its compliance with the Zoning ordinance, Subdivision ordinance and Building Code of the City. If the Planning Director finds that the administrative subdivision final plat has been prepared and submitted in compliance with the aforementioned ordinances, the Planning Director shall approve such plat. If the Planning Director finds that the proposed plat does not qualify for approval as an administrative subdivision final plat, the Planning Director shall return the proposed plat to the subdivider, without an approval.

(5) Upon approval of the administrative subdivision final plat, the subdivider shall, within twelve (12) months, furnish the following departments the data as shown below or such approval shall become null and void:

(a) Register of Deeds

- (i) Approved administrative subdivision final plat
 - (ii) Protective covenants, restrictions and conditions, if any.
- (b) City Clerk
 - (i) Print of approved administrative subdivision final plat.
- (c) Public Works Director
 - (i) Reproducible of administrative subdivision final plat.

Article III. Subdivision Agreement

§33-9. Procedure

No approved final plat shall be released by the planning director until a subdivision agreement shall have been entered into between the subdivider and the City. Approval of an administrative subdivision shall not be contingent upon the requirement of a subdivision agreement between the subdivider and the City. The city attorney shall prepare such agreement with assistance of the director of Planning, the public works director, and the director of utilities operations. The agreement shall provide for the needs of the subdivision, including but not limited to pavement, water mains, sanitary sewers, storm sewers, sidewalks, grading, waste treatment, and open space requirements. Security may be required to assure performance under the agreement.

Amended by Ord. No. 8921, effective 7-28-2004

§33-10. Engineering Data

The subdivision agreement shall require that all final engineering plans and specifications for public improvements bear the signature and seal of a registered professional engineer and shall be furnished by the subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements.

Article IV. Minimum Design Standards

§33-11. General

Land within the proposed subdivision which the Planning Commission finds to be unsuitable for subdividing due to flooding or bad drainage or other topographic features likely to be harmful to the safety, welfare, or general health of the future residents of the proposed subdivision shall not be subdivided until the objectionable features have been eliminated or until adequate safeguards against such hazards are provided.

§33-12. Streets and Alleys

(1) The arrangement of streets shall conform as nearly as possible to the street plan of the General Development Plan with provisions for the extension of arterial and collector streets. Streets in the subdivision, normally shall connect with streets already dedicated in adjoining or adjacent subdivisions, and provisions may be required for future connections to adjoining unsubdivided tracts.

(2) Local streets should be so planned as to discourage through traffic. Cul-de-sacs should normally not be longer than five hundred feet and shall terminate with right-of-way turn-around having a diameter of not less than one hundred feet, and an outside curb diameter of not less than eighty feet for residential areas. Cul-de-sacs within industrial or commercial areas shall have a right-of-way diameter of not less than 120 feet and an outside curb diameter of not less than 100 feet.

(3) Collector and Arterial streets should be planned with minimal local street and driveway accesses. Residential subdivisions should be designed with street patterns that provide driveway access from local streets.

(4) Whenever a proposed subdivision is adjacent to or contains a portion of an existing or proposed federal or state highway, provision in such subdivision shall be made for one of the following methods of development:

(a) If the highway is either a non-access or controlled access thoroughfare, one of the following two methods of development shall be required:

(i) A frontage street adjacent and parallel to such thoroughfare shall be provided;

or

(ii) Lots shall back or side to such thoroughfare and have access to another street. Lots in commercial or industrial zoning districts shall have a landscaped area averaging thirty feet in width, or other approved landscaping, adjacent to such thoroughfare, and outside storage of unassembled or unfinished materials or products and inoperable equipment or motor vehicles shall be suitably screened by a sight-obscuring fence, foliage, or other screening material. Lots in residential zoning

districts shall have a sight-obscuring fence, foliage, or other screening material adjacent to such thoroughfare. The sight-obscuring fence shall not be metal strips or slats in a chain link fence.

(b) If the highway is not a non-access or controlled access thoroughfare, one of the following methods of development shall be required:

(i) Either method required for a non-access or controlled access thoroughfare may be applied; or

(ii) Lots may have frontage directly on such thoroughfare, provided, that the minimum setback for any new building in any zoning district shall be thirty feet, and shall be landscaped except for approved driveways.

(5) Half streets shall be prohibited except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations, or where it is found to be practicable to require the dedication of the other half when adjoining property is subdivided.

(6) Under normal conditions streets shall be laid out as to intersect as nearly as possible at right angles, except where topography or other conditions justify variations. More than four approaches to any intersection shall be prohibited. Street jogs at intersections with centerline offsets of less than 75 feet should be avoided.

(7) Alleys may be provided in commercial and industrial districts. Alleys shall be avoided in residential districts except to extend existing alleys to a street.

(8) The right-of-way widths, improvements, and grades for streets and alleys included in any subdivision shall not be less than the minimum right-of-way and outside curb dimensions or less than the minimum grade for each classification as follows:

Residential Areas

	R.O.W.	Improved	Grade
Arterial Street-Five Lane Design	100'	65'*	0.3%
Arterial Street	80'	47'*	0.3%
Collector Street	60'	41'*	0.3%
Local Street	60'	37'	0.3%
(parking on one side)	60'	31'***	0.3%
(no parking either side)	60'	26'***	0.3%
Cul-de-sac Street	60'	37'	0.3%
(parking on one side)	60'	31'	0.3%
(no parking either side)	60'	26'	0.3%
Frontage Street	40'	29'	0.3%
Alley	16'	16'	0.3%

Commercial or Industrial Areas

	R.O.W.	Improved	Grade
Arterial Street-Five Lane Design	100'	65'**	0.3%
Arterial Street	80'	47'**	0.3%
Collector Street	60'	45'**	0.3%
Local Street	60'	41'	0.3%
(parking on one side)	60'	41'	0.3%
(no parking either side)	60'	41'	0.3%
Cul-de-sac Street	60'	41'	0.3%
(parking on one side)	60'	41'	0.3%
(no parking either side)	60'	41'	0.3%
Frontage Street	65'	41'	0.3%
Alley	24'	22'	0.3%

Medians

Location: Medians may be located within streets to be dedicated to the public.

Lane width: A minimum unobstructed lane width of twenty (20.0) feet (improved 21' back of curb to back of curb) is required between the median curb and the street curb.

Landscaping: Medians within the public right-of-way may be landscaped, maintenance of landscaped medians shall be the responsibility of a property owners association created at or before filing the final plat. The city will maintain concrete medians or bricked medians within the public right-of-way.

All streets shall be designed and graded to the full right-of-way widths stated.

* The developer shall not be responsible for providing improvements wider than 37 feet at his expense.

** The developer shall not be responsible for providing improvements wider than 41 feet at developer's sole expense.

*** A residential local street or cul-de-sac street improvement width of 31 feet (parking on one side); or, a residential local street or cul-de-sac street improvement width of 26 feet (no parking either side) shall normally not be permitted, and shall only be considered under special exceptional circumstances.

(9) Drives, streets, or roadways within condominium, townhouse, or planned unit developments shall have a minimum right-of-way, improvement, and grade as determined by agreement between the subdivider, public works director, director of Planning, and approved by the city council.

(10) The horizontal alignment on all streets except in unusual cases shall be as follows:

Radii of Horizontal Curves (Center Line)	
Arterial Streets	700' minimum
Collector Streets.....	300' minimum
Local Streets	100' minimum

§33-13. Blocks

(1) Block Length: Intersecting streets determining block lengths shall be provided at such intervals as to serve cross traffic adequately and to meet existing streets and customary subdivision practice in the immediate area. Blocks shorter than 450 feet and longer than 1200 feet in residential districts should be avoided.

(2) Block Width. The width of a block shall be sufficient to allow for two tiers of lots with utility easement, if required. Blocks intended for business or industrial use shall be of such width as may be best suited for the contemplated use of the property taking into consideration the probable arrangement of parking and truck loading and maneuvering upon the property.

(3) Very Large Lots and Blocks. When a tract is subdivided into larger than normal lots or parcels, such lots or parcels should be so arranged as to permit the logical location and opening of future streets and appropriate resubdivision with provision for adequate utility connections for such resubdivision. Easements for the future openings and extension of such streets may, at the direction of the Planning Commission, be made a requirement of the plat.

§33-14. Lots

(1) Minimum Dimensions: The minimum width of lots shall be as required by the Zoning Chapter of the Grand Island City Code. Side lot lines should be at right angles to straight street lines and radial to curved street lines. Lots having a depth of less than 100 feet should be avoided. Lot sizes shall meet or exceed the requirement of the Zoning Chapter and should as near as practical meet or exceed the typical lot size for building sites in the immediate vicinity. Each lot shall be a buildable site after taking into account all yard spaces required by the Zoning Chapter. Excessive lot depth in relation to width should be avoided.

(2) Corner Lots Wider: Corner lots in residential areas shall be of sufficient size to comply with the requirements of the Zoning Chapter.

(3) Double Frontage: Lots with street frontage at both front and rear shall be avoided except when backing on a controlled access thoroughfare.

(4) Street Frontage: Each lot shall have frontage (minimum width of twenty (20) feet) on a street that will allow for practical, physical vehicular ingress/egress, and allow for the proper provision of present or future municipal services to the lot.

(5) Reversed Frontages and Key Lots: Reversed frontages at cross street intersections should be avoided except where it will match existing development. Key lots, being those inside lots fronting on side streets, should be avoided except where they are matching existing development and other lots are excessively deep. Key lots shall be prohibited where they disrupt utility or drainage easements. Reverse frontage and normal corner lots when adjacent to a key lot shall have additional width to allow front yard setbacks on both streets.

(6) Septic Tanks: In subdivisions within city jurisdiction outside of corporate limits where buildings are to be served by septic tanks, the size of lots shall be sufficiently large to accommodate adequate drainage fields. Standards set forth by the appropriate County and State or other agencies shall be met.

(7) Flag Lots: Flag lots, being those lots landlocked from public right-of-way except for a narrow tract of land of less width than minimum frontage as required by the Zoning Chapter should be discouraged except where development cannot reasonably be accomplished without their use. When such lots are platted, it shall be a requirement of the developer, builder, and owner to direct and maintain storm water drainage from the flag lot to the public right-of-way without directing the flow to adjoining property, i.e., drainage shall be by means of that strip of land connecting the area of the structure to the public right-of-way unless other drainage facilities are approved by the public works director.

Amended by Ord. No. 8921, effective 7-28-2004

§33-15. Easements

(1) Utility Easements: Unless otherwise required by the director of Planning, the director of utilities operations, or the public works director, utilities easements shall be 20 feet wide, falling half on adjoining lots along rear lot lines, and where necessary the same shall apply to side lot lines. The full width of an easement may fall on one lot. They shall be planned for easy and continuous access for maintenance, shall be continuous through the block and shall connect as nearly in line as possible with adjoining easements. To facilitate the use of easements, rear lot lines in curvilinear platting shall form straight lines for as long a distance as feasible. Direction changes shall fall so that a side lot line will intersect the point of change so as to allow the guywire easements to be located on lot lines.

(2) Drainage Easements: Drainage easements for storm sewers or open channels shall be required where storm drainage cannot be practically carried under streets or in the right-of-way. Open channel drainage easements shall be required where there is evidence that the natural drainage for a large area traverses the subdivision. Drainage easements shall be sufficient in width so that motorized equipment may be used in their maintenance.

§33-16. Pedestrian Ways

Pedestrian ways may be required so as to allow cross access for pedestrians in very long blocks. In general, blocks of 800 feet or more in length may have a requirement for a pedestrian way near the center of the block and shall have a minimum width of six feet. Pedestrian ways shall have a sidewalk width of four feet and have a minimum 42 inch high chain link fence on both sides.

§33-17. Reserve Strips of Land

Reserve strips of land controlling access to or egress from their property, or from any other street or alley, shall not be permitted within any subdivided area.

§33-18. School, Park, or Open Space Sites

The Planning Commission may require the subdivider to reserve for purchase-option certain parcels of land for public use. The public agency shall have from the time of submission of the preliminary study to the submission of the final plat to exercise the purchase-option under this provision. The exact location of the reserved area shall be subject to approval of the Planning Commission.

Article V. Minimum Improvements

§33-19. Minimum Improvements

Inasmuch as the primary purpose of subdividing land is to create building sites, and inasmuch as vehicular access and certain utilities are essential to urban development, it shall be the responsibility of the developer to install in accordance with plans, specifications, and data approved by the public works director, certain required improvements as follows:

(1) Staking: The following described monuments shall be installed before the public works director shall approve the plat, or in lieu thereof, a performance bond in an amount equal to the cost of doing such work shall be furnished to the City of Grand Island before the public works director shall certify to the council that the required improvements have been satisfactorily arranged.

(a) The external boundaries, corners of blocks and lots, all points of curvature, and points of tangency, shall be monumented by an iron rod or pipe not less than 1/2 inch outside diameter and extending at least 24 inches below grade.

(2) Grading of Lots: When any building site is filled to a depth in excess of five feet, said fill shall be laid down in six-inch layers, and each layer shall be given six passes with a sheepsfoot roller with optimum moisture present for compaction to equal the bearing strength of the natural ground, indicated by Proctor test or other test which may be approved by the public works director.

(3) Storm Drainage shall be conveyed to an approved storm drainage system if available and adequate to accept the runoff from the fully developed subdivision. Available shall mean a system approved by the public works director to serve the proposed subdivision. If an approved system is available but not of adequate capacity, then provisions must be made for on-site detention to reduce the peak flow out of the subdivision to that which the approved system can accommodate. The detention cell shall be sized to accommodate a ten-year design storm as per criteria acceptable to the public works director. In computing cell capacity only the capacity above the elevation at which approved positive drainage exists will be considered. Detention cells without approved positive drainage will not be accepted. Determination of the approved form of positive drainage shall be made by the public works director. Gravity drainage shall be used if possible. Provisions shall be made for surface water traversing the subdivision. The subdivision agreement shall prohibit filling in of ditches or other drainage facilities and specify ownership and maintenance responsibility of detention cells and other drainage features not dedicated to the public.

(4) Sanitary Sewer shall be provided to connect all lots in the subdivision in accordance with standard specifications of the City of Grand Island to an approved public system if available and adequate to accept the flow from the fully developed subdivision. Available shall mean an existing approved system or a system approved for construction by the City. The city council may extend consideration of the preliminary study for up to 120 days to consider a sanitary sewer extension approval. In no case shall the minimum diameter for residential developments be less than eight inches, and for commercial and industrial developments the minimum shall be ten inches. If an approved system is not available, then individual systems may be permissible on an initial basis, however, the subdividers shall be required to install the complete system to serve the subdivision even though it may not be connected with the approved system.

The requirement to install the complete but unconnected system shall not apply to existing right-of-ways, with existing improvements, when determined by the Planning Director along with recommendations from the Public Works Department and the Utility Department that public service mains will not be installed to serve the subdivision in the near future.

The requirement to install the complete but unconnected system shall not apply for a subdivision having four (4) lots or less unless the subdivision is part of a larger development being finalized in phases, except when:

- (a) The construction of the public system which will serve the subdivision is provided for in the current approved Capital Improvement Program for the City of Grand Island, or;
- (b) The Council officially amends said program to include a public system which will serve the subdivision, and;
- (c) The City can provide the subdivider sufficient information for the design and construction of his system.

In the event that individual systems are to be used, then the Subdivision Agreement shall state that the lot owners waive the right to protest creation of a sanitary sewer district abutting the subdivision or to serve the subdivision, shall keep all easements free of any obstructions, including fences, trees and bushes, sheds, etc.; shall indemnify the City of any removal/replacement/repair costs for obstructions in easements for the construction of such district, and shall connect to such district within two (2) years of the district construction completion.

(5) Water Supply shall be provided to connect all lots in the subdivision in accordance with standard specifications for the City of Grand Island to an approved public system if available and adequate to serve the needs of the fully developed subdivision. Available shall mean an existing approved system or a system approved for construction by the City. The city council may extend approval of the preliminary study for up to 120 days to consider a water main extension approval. Fire hydrants shall be installed in a pattern approved by the director of utility operations and the fire chief. If an approved system is not available, then individual systems may be permissible on an initial basis, however, the subdivider shall be required to install the complete system to serve the subdivision even though it may not be connected with the approved system.

The requirement to install the complete but unconnected system shall not apply to existing right-of-ways, with existing improvements, when determined by the Planning Director along with a recommendation from the Public Works Department and the Utility Department that public service mains will not be installed to serve the subdivision in the near future.

The requirement to install the complete but unconnected system shall not apply for a subdivision having four (4) lots or less unless the subdivision is part of a larger development being finalized in phases, except when:

- (a) The construction of the public system which will serve the subdivision is provided for in the current approved Capital Improvement Program for the City of Grand Island, or;
- (b) The Council officially amends said program to include a public system which will serve the subdivision, and;
- (c) The City can provide the subdivider sufficient information for the design and construction of his system.

In the event that individual systems are to be used, then the Subdivision Agreement shall state that the lot owners waive the right to protest creation of a water district abutting the subdivision or to serve the subdivision, shall keep all easements free of any obstructions, including fences, trees and bushes, sheds, etc.; shall indemnify the City of any removal/replacement/ repair costs for obstructions in easements for the construction of such district, and shall connect to such district within two (2) years of the district construction completion.

(6) Grading shall be completed to official grade on all streets for the full width of the right-of-way and fills shall be compacted sufficiently to assure adequate support for permanent paving, as set forth by standard specifications of the City of Grand Island.

(7) Street Surfacing: Paving, including curbs and gutters, shall be completed on all streets in accordance with the standard specifications of the City of Grand Island and in conformity with any official street plans which may be adopted by the city council of Grand Island. Standard installations for sanitary sewer, storm drainage, and water may be required to be installed before paving, subject to the recommendation of the public works director, even though such facilities cannot be connected with the City system at the time of approval of the plat.

(8) Public sidewalks four feet wide shall be constructed in accordance with sidewalk standards along each side of all public street right-of-way to serve all lots in the plat. This requirement may be waived until the Council directs such installation for a subdivision having four lots or less unless:

- (a) the subdivision has curb and gutter; or,

(b) such installation would result in continuity with an existing sidewalk on at least one side of the new subdivision; or,

(c) the subdivision is part of a larger development being finalized in phases.

(9) Inspections of improvements under construction shall be performed under the supervision of a professional registered engineer and upon completion, shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. The subdivider may enter into an agreement with the City whereby the developer of the subdivision shall pay for inspection personnel which may be furnished by the City under supervision of the public works director, on all improvements constructed by such developer of such subdivision as provided for in this chapter. An "as-built" set of plans and specifications including required test results bearing the seal and signature of a registered professional engineer shall be filed with the Director of Public Works by the subdivider prior to acceptance of these improvements by the City.

§33-20. Installation of Improvements

Developers may select either method or combination of methods listed below to comply with the minimum improvements requirements:

(1) They may install the required improvements before council approval of the final plat.

(2) They may submit a petition or petitions requesting the City to construct street surfacing, sanitary sewer, and water mains in the proposed subdivision by the district method. In that event, the City will prepare plans and specifications for all such improvement districts and shall assess the cost of such improvements to the adjacent property, as provided by law. The size of any street improvement district, sanitary sewer district, or water main district, shall be determined by the city council. Construction of any such district shall be subject to the City's ability to finance any of the improvements. When any length of a full-width street is being dedicated as a part of the subdivision, the subdivider shall install water and sewer lines, without using the improvement district method, prior to the creation of any street improvement district.

(3) They may enter into a Subdivision Agreement for the installation of the required improvements.

Sidewalks shall be constructed when the adjacent lot is built upon and shall be regulated and required with the building permit for such lots, unless a waiver to construct when directed by the city council is provided in the Subdivision Agreement.

Article VI. Miscellaneous

§33-21. Modification of Requirements

Upon hearing, the city council may modify or waive specific provisions of this chapter in its application to specific tracts of land, provided, it finds that:

- (1) The strict application of a particular provision would produce undue hardship.
- (2) Such hardship is not shared generally by other properties in the proposed subdivision, or in the case of modifications or waivers affecting an entire proposed subdivision the hardship is not shared generally with other similar subdivisions.
- (3) The authorization of the modification or waiver will not be a substantial detriment to adjacent property and the character of the proposed subdivision will not be adversely changed.
- (4) The granting of such modification or waiver is based upon demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.
- (5) The granting of such modification will not unduly compromise the intent of this chapter.

§33-22. Penalty

Any person violating the provisions of this chapter shall, upon conviction, be deemed guilty of a misdemeanor.

33-23 Subdivision Naming

Submitted plats shall not have a number to start the subdivision name. Example – 4 Times 4. Sub. (Not allowed); Four Times Four (allowed). Subdivision names that start with initials with periods are not accepted. Example: R. J. M., Subdivision. (Not allowed); RJM Subdivision (allowed).

33-24 Original Mylar Subdivision Plat

The original Mylar of subdivision plats submitted to the Regional Planning Commission for review, shall be signed by all title holders involved with the plat, prior to the time of the regular meeting date, and the Mylar present at the meetings for the chairman to sign.

Mylar plats not presented at the meeting, will be signed by the chairman at the next regular regional planning commission meeting. Subdivision shall not be forwarded to the City Council until all such signatures are in place.

Mylar plats will not be released by the City until such time as all subdivision agreements have been signed and connection fees or other fees related to the development have been paid by the developer.

Electronic Subdivision Requirements

Layer Name	Description	Font Size
Subdivision Boundary	The outer boundary of the subdivision	
Existing Easement	Easements dedicated prior to this plat	
New Easements	Easements dedicated with this plat	
Section Line	Section and quarter section lines	
Lot Line	New lot lines	
Measurement	Distances, angles, bearings	0.1
Subdivision Name	Subdivision Name	0.5
	Governing Body	0.3
	Surveyor	0.15
Street Name	Street names	0.25
Lot Number	Lot numbers	0.2
Block Number	Block numbers	0.2
Text	Certificates	0.2
	Dedications	0.1
Adjacent Property	Surrounding property lines, subdivision, lot number, block number, unplatted ground, rights-of-way, easements	

ADDENDUM “B”
DRAWING STANDARDS AND SAMPLE PLATS

Drawing standards refer to drawings presented in model space. Line type and line width on paper space drawings shall match model space drawings as presented.

Examples:

1: Subdivision Boundary – The outer boundary line of the subdivision.

Layer Name: Subdivision Boundary.

The boundary shall be drawn equal to an AutoCAD line weight of 1.0mm and shall be a solid line.

2: New Easements – Easements dedicated with this plat.

Layer Name: New Easements.

Easements shall be drawn equal to an AutoCAD line weight of 0.30mm and shall be a dashed line.

3: Existing Easements – Easements dedicated prior to this plat.

Layer Name: Existing Easements.

Existing easements shall be drawn equal to an AutoCAD line weight 0.18mm and shall be a dashed line.

4: Lot Line – New lot lines.

Layer Name: New lot lines.

New lot lines shall be drawn in AutoCAD line weight of 0.30mm and shall be a solid line

5: Measurements- Distance, angles, bearings.

Layer Name: Measurements, or Dimension.

Measurements shall be shown with distance, angle, and bearings on all lot lines where allowable. In a case of large subdivision plats, distance, angle, and bearings shall be shown along the centerline on existing and new easement.

Text fonts, size, and placement shall be readable legible and clear.

6: Adjacent Property's

Surrounding property lines, subdivision, undeveloped ground, right of way, easements, section lines or quarter section lines shall be drawn in AutoCAD line weight of 0.18mm

and shall be dashed or dash dot. Subdivisions adjacent shall also show subdivision names, lot numbers, block numbers.

Note: Subdivision plats plotted on Mylar shall have no gray tone lines.

7: All plats and revised plats submitted shall include a schedule of revisions showing the time and date of the original drawing and subsequent revisions.

8: Hall County Register of Deeds

A space shall be reserved on the subdivision plat for the register of deeds stamp; a space shall be 6" X 3"

All notary stamps must be clear, complete and readable when reproduced.

All signatures must be clear, complete and readable when reproduced.

All dates and signatures must agree with the dates and signatures in the acknowledgments. (the acknowledgement must state the exact name that was signed.)

A paper copy of the subdivision plat shall be presented to the Register of Deeds offices for review at the time copies are presented to the Regional Planning department for review.

Names and titles in acknowledgments must be identical to the signatures and titles of the parties who sign. (acknowledgements must include the marital status of individuals and/or position or title for persons signing on behalf of partnerships, corporations or limited liability corporations).

LEGAL DESCRIPTION

A TRACT OF LAND COMPRISING A PART OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION NINE (9), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE SIX (6TH) PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION NINE (9), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE SIXTH (6) PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, THENCE ON AN ASSUMED BEARING OF S 90° 00' 00" W, A DISTANCE OF 200 FEET, TO THE ACTUAL POINT OF BEGINNING, SAID POINT ALSO BEING THE NW CORNER OF SOUTHEAST SUBDIVISION. THENCE S 00° 00' 00" W A DISTANCE OF 668.83 FEET, THENCE S 90° 00' 00" W A DISTANCE OF 605.02 FEET, THENCE N 00° 00' 00" E A DISTANCE OF 253.11 FEET, THENCE N 7° 00' 00" E A DISTANCE OF 82.5 FEET, THENCE N 49° 00' 00" W A DISTANCE OF 155 FEET, THENCE N 00° 00' 00" E A DISTANCE OF 168 FEET, THENCE N 34° 00' 00" E A DISTANCE OF 152.82 FEET, THENCE N 90° 00' 00" E A DISTANCE OF 601.85 FEET, TO THE ACTUAL POINT OF BEGINNING AND CONTAINING 13.41 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 200__, I COMPLETED AN ACCURATE SURVEY (MADE UNDER MY SUPERVISION) OF "CIRCLE SUBDIVISION", IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT THE LOTS, BLOCKS, STREETS, AVENUES, ALLEYS, PARKS, COMMONS AND OTHER GROUNDS AS CONTAINED IN SAID SUBDIVISION AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, ARE WELL AND ACCURATELY STAKED OFF AND MARKED; THAT IRON MARKERS WERE PLACED AT ALL CORNERS AS SHOWN ON THE PLAT; THAT EACH LOT BEARS ITS OWN NUMBER; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

MYRON D. STONE L.S. 7773

(SEAL)

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, THAT JOHN A. DOE AND JANE A. DOE, HUSBAND AND WIFE, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAD CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "CIRCLE SUBDIVISION" IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND DO HEREBY DEDICATE THE STREETS AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER, AND THE EASEMENTS AS SHOWN THEREON FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE OF PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERE TO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THE PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR.

IN WITNESS WHEREOF, WE HAVE AFFIXED OUR SIGNATURES HERETO, AT GRAND ISLAND, NEBRASKA, THIS _____ DAY OF _____, 200__.

JOHN A. DOE

JANE A. DOE

ACKNOWLEDGEMENT

STATE OF NEBRASKA

SS

COUNTY OF HALL

ON THE _____ DAY OF _____, 200__, BEFORE ME, _____ A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JOHN A. DOE AND JANE A. DOE, HUSBAND AND WIFE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED HERETO, AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS AND HER VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

(SEAL)

APPROVALS

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, GRAND ISLAND AND WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRMAN

DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA THIS _____ DAY OF _____, 200__.

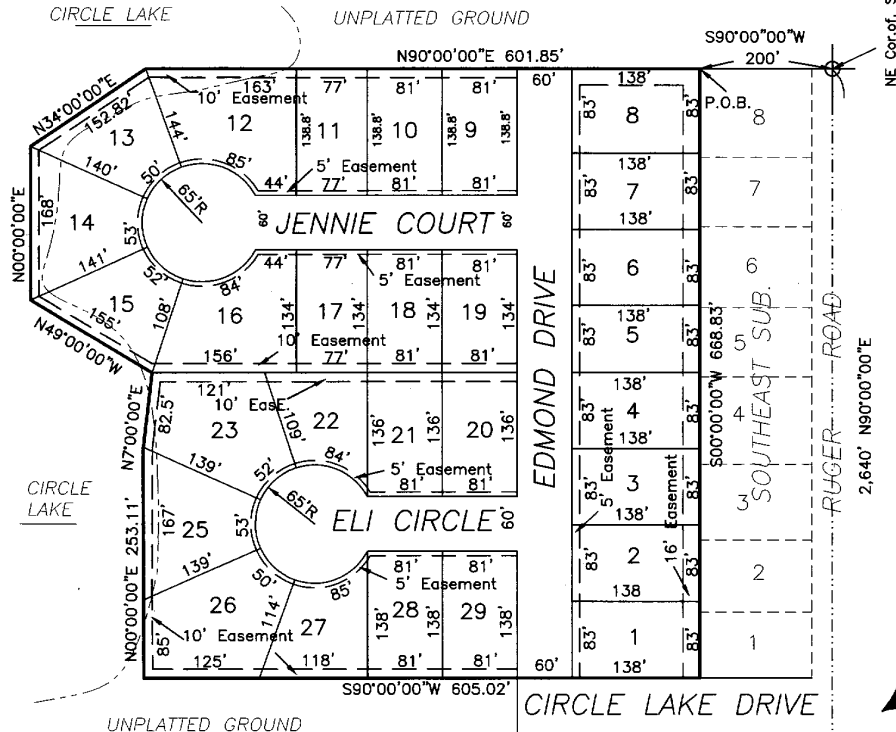
MAYOR

CITY CLERK

(SEAL)

SAMPLE PLAT FOR CITY & VILLAGES ADDENDUM "B"

A SPACE OF APPROXIMATELY 3" X 6" MUST BE RESERVED FOR CERTIFICATES AT THE OFFICE OF THE REGISTER OF DEEDS



CIRCLE SUBDIVISION

HALL COUNTY

AN ADDITION TO THE CITY OF GRAND ISLAND NEBRASKA

SE Cor. of.
Sec. 9-10-9

SCALE: 1" = 100'



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item F1

**#9078 - Consideration of Annexation of Property Located at 502
East Capital Avenue (Second Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 10, 2006

Subject: Annexation Second Reading

Item #'s: F-1

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

Background

Annexation of land located in the W ½ of the E ½ of the W ½ of the SE ¼ 4-11-9 into the Grand Island City Limits. The property owners have requested that this property be annexed into the City of Grand Island and the City Council referred the issue to the Regional Planning Commission for a recommendation.

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

The public hearing was set and the annexation plan presented to the City Council at the August 22, 2006 City Council Meeting.

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 Miller, and seconded by Snodgrass, to recommend the annexation of the above mentioned property as presented.

A roll call vote was taken and the motion passed with 8 members present (Miller, O'Neill, Ruge, Haskins, Snodgrass, Amick, Brown, Niemann) voting in favor.

Sample Motion

Approve the annexation as Submitted.



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9078

An ordinance to extend the boundaries and include within the corporate limits of, and to annex to the City of Grand Island, Nebraska, a tract of land comprising a part of the West Half of the East Half of the West Half of the Southeast Quarter (W 1/2, E 1/2, W 1/2, SE 1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska; to provide service benefits thereto; to confirm zoning classifications; 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 August 2, 2006, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, a part of the West Half of the East Half of the West Half of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska, more particularly described as follows, into the City of Grand Island, Hall County, Nebraska:

Beginning at the southwest corner of said West Half of the East Half of the West Half of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4); thence running northerly along the west line of said West Half of the East Half of the West Half

Approved as to Form	<input type="checkbox"/> _____
October 6, 2006	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9078 (Cont.)

of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4), on an Assumed Bearing of N00°06'21"W, a distance of One Thousand Nine Hundred Eighty One and Forty Six Hundredths (1981.46) feet; thence running S89°00'06"E, a distance of Three Hundred Thirty Three and Eighty Five Hundredths (333.85) feet; to a point on the east line of said West Half of the East Half of the West Half of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4); thence running S00°09'15"E, along the east line of said West Half of the East Half of the West Half of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4), a distance of One Thousand Five Hundred Eighty Six and Forty Nine Hundredths (1589.49) feet, to the northeast corner of Lot One (1), Smith Acres Subdivision; thence running N88°58'38"W, along the north line of Lot One (1), Smith Acres Subdivision, a distance of One Hundred Sixty Seven and Seventy Two Hundredths (167.72) feet to the northwest corner of Lot One (1), Smith Acres Subdivision; thence running S00°09'51"E, along the west line of Smith Acres Subdivision, a distance of Three Hundred Ninety Five and Twenty Hundredths (395.20) feet, to a point on the south line of said West Half of the East Half of the West Half of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4); thence running N88°57'24"W, along the south line of said West Half of the East Half of the West Half of the Southeast Quarter (W1/2, E1/2, W1/2, SE1/4), a distance of One Hundred Sixty Seven and Eighty Eight Hundredths (167.88) feet, to the point of beginning.

WHEREAS, after public hearing on September 26, 2006, the City Council of the City of Grand Island found and determined that such annexation be approved; and

WHEREAS, on September 26, 2006, the City Council of the City of Grand Island approved such annexation on first reading; and

WHEREAS, on October 10, 2006, the City Council of the City of Grand Island approved such annexation on second reading; and

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.

ORDINANCE NO. 9078 (Cont.)

(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 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. 2006-242 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,

ORDINANCE NO. 9078 (Cont.)

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.

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.

Enacted: October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item F2

#9081 - Consideration of Amendments to Chapter 33 of the Grand Island City Code Relative to Subdivision Regulations

Staff Contact: Chad Nabity

ORDINANCE NO. 9081

An ordinance to amend Chapter 33 of the Grand Island City Code; to amend Chapter 33 pertaining to subdivision regulations; to require signed plats to be present at Planning Commission meeting; to amend drawing standards; to repeal Chapter 33 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. Sections 33-7(4); 33-7(5); 33-8(6); 33-8.1(3); and, 33-22 of the Grand Island City Code are hereby amended to read as follows:

§33-7(4)

(4) The city council shall consider and act upon the Planning Commission's recommendation, and shall approve or disapprove the preliminary study. In the event of disapproval, the council shall notify the Planning Commission and state specific reasons for disapproval, a copy of which shall be transmitted to the subdivider. Approval by the council shall be effective for a period of twelve months, after which if ~~the a~~ final plat has not been submitted to the Planning Commission for approval, reapproval of the preliminary study by the Planning Commission and council shall be required.

§33-7(5)

(5) The preliminary study shall be made from an accurate survey made by a licensed land surveyor in the State of Nebraska. The ~~minimum~~-acceptable scale shall be between 10 and 100 feet to the inch. Scales of more than 100 feet per inch may be permitted by the Director of Planning for very large projects. All preliminary studies shall provide the following information:

- (a) Proposed name and acreage of the subdivision.
- (b) Name and address of owner, subdivider, and engineer or land surveyor.
- (c) A legal description sufficient to define the location and boundaries of the subdivision and evidence of ownership of the property proposed to be subdivided.
- (d) A map indicating plans for the development of the entire area if the proposed plat is a portion of a larger holding intended for subsequent development. Preliminary engineering plans for all improvements for the entire holding shall be a part of the requirement. Positive drainage from easements shall be included in the drainage plan.
- (e) Location, width, and name (if any) of all highways, streets, easements, right-of-way or railroad, whether public or private, parks, or other open spaces within and adjacent to the proposed subdivision. Tentative grades and direction of flow in streets and easements shall be shown.
- (f) Location, grade, and size of existing and proposed storm drainage facilities, sanitary sewers, water mains, electric, CATV, telephone, and gas mains within and adjacent to the proposed subdivision.
- (g) Contours at intervals of six inches.
- (h) If any portion of the land within the boundary of the proposed subdivision is subject to flood or storm water overflow, that fact and location shall clearly be shown. Areas covered by water and trees shall also be shown.
- (i) Layout, approximate dimensions, proposed use, number of each lot, and number of each block shall be indicated.
- (j) Location and outline to scale of each existing building or structure.

ORDINANCE NO. 9081 (Cont.)

(k) Date, north point, and scale shall be shown.

(l) All areas not a part of the proposed plat due to other ownership shall be clearly shown and marked "Not a Part."

(m) If the lots within the proposed subdivision are to be served by individual water supply and sanitary sewage systems, then the general location of such facilities on each lot shall be shown.

§33-8(6)

(6) The final plat shall be in permanent black lettering and lines on high grade linen or mylar which is reproducible with dimensions of 18 inches by 24 inches. The ~~minimum~~-acceptable scale shall be between 10 and 100 feet to the inch. In the event that the entire plat cannot be one sheet, it shall be submitted in two or more sheets of the same dimensions along with an index sheet showing the entire development at a smaller scale. All final plats shall portray the following information.

(a) Name of subdivision, north arrow, scale, date, and names of subdivider, owner, and land surveyor.

(b) Legal description of the property, including location of boundary lines in relation to section, township, range, county, and state. The perimeter of the subdivision shall be clearly and distinctly indicated.

(c) The lines of all streets and alleys and other lands to be dedicated with their widths and names.

(d) All lot lines and dimensions and numbering of lots and blocks according to a uniform system.

(e) Location, use, and width of all easements for public use, drainage, services, and utilities.

(f) All dimensions in feet and decimals of feet, both linear and angular, interior angles, length of radii and/or arcs of all curves, with all other information necessary to reproduce the plat on the ground.

(g) The perimeter and blocks of the plat shall have a closure to an allowable unadjusted error of 1 to 7500. Latitudes and departure computations shall be submitted.

(h) The location and description of all permanent monuments in the subdivision.

(i) The description, location, and elevation of all benchmarks.

(j) Names in dotted lettering of adjacent plats with the location and widths of adjoining streets shown by dashed lines.

(k) Certificate, seal, and signature of land surveyor.

(l) Notarized certificate and signature of all parties having title interest in the land being subdivided consenting to dedication and recording of the final plat as submitted.

(m) Certificates to be signed by the chairman of the Planning Commission, mayor, and city clerk.

(n) All areas not a part of the plat due to other ownerships shall be clearly shown as "Not a Part."

(o) Electronic subdivision requirements as provided in Addendum "A" of this chapter. The plat shall meet the drawing standards as identified in Addendum "B" of this chapter. Certificates shall be written in a format consistent with those shown on Addendum "B" of this chapter.

(p) References to a minimum of three established points, such as section corners, section quarter corners, block or subdivision corners, at least one of which shall be a County Control Point.

(q) a closure sheet shall be included with all submitted final plats. Said closure sheet shall include northing and easting coordinates for each point on the Subdivision Boundary and bearing and distance between points.

(r) The following supplementary engineering data and plans shall be submitted following approval of the final plat:

(i) Paving design, including alignment, grades, and a typical cross-section.

(ii) Public sidewalks design and location.

(iii) Location of telephone, electric, and CATV facilities, if underground.

(iv) Location, grade, and size of existing and proposed storm drainage facilities, sanitary sewers, water mains, and gas mains within the proposed subdivision.

(v) Location and outline to scale of each existing building or structure which is not to be removed in the final development.

(vi) Final approved drainage plan including the location, grade, and direction of flow of easements, and showing the proposed general locations of individual water supply and sanitary sewer systems on each lot, if applicable.

(vii) An approved erosion control plan to prevent wind and water erosion during any activity that will remove natural surface cover from within the subdivision boundary. This

ORDINANCE NO. 9081 (Cont.)

plan shall not be required for any subdivision containing less than five-one acres in size unless such subdivision is a phase of a larger development of five acres or more.

(viii) Final approved drainage plans shall be required with the submission of all final plats. A drainage plan may be submitted with the paving and storm water plans, but the paving plan will not be signed off until the drainage plan is approved by the Director of Public Works and proof of its filing at the Register of Deeds office is submitted to the Director of Public Works.

§33-8.1(3)

(3) The administrative subdivision final plat shall be prepared in accordance with final plat requirements specified and set forth in Section 33-8(6), excepting subsections (m) and (~~er~~). A place of certification to be signed by the Planning Director shall also be provided.

§33-~~2224~~. Penalty

Any person violating the provisions of this chapter shall, upon conviction, be deemed guilty of a misdemeanor.

SECTION 2. Sections 33-22 and 33-23, and Addendum “B” are hereby adopted as part of Chapter 33 of the Grand Island City Code, and shall read as follows:

33-22. Subdivision Naming

Submitted plats shall not have a number to start the subdivision name. example – 4 Times \$. Sub. (not allowed); Four Times Four (allowed). Subdivision names that start with initials with periods are not accepted. Example: R.J.M. Subdivision (not allowed); RJM Subdivision (allowed).

33-23. Original Mylar Subdivision Plat

The original Mylar of subdivision plats submitted to the Regional Planning Commission for review, shall be signed by all title holders involved with the plat, prior to the time of the regular meeting date, and the Mylar present at the meetings for the chairman to sign.

Mylar plats not presented at the meeting, will be signed by the chairman at the next regular regional planning commission meeting. subdivision shall not be forwarded to the City Council until all such signatures are in place.

Mylar plats will not be released by the City until such time as all subdivision agreements have been signed and connection fees or other fees related to the development have been paid by the developer.

ADDENDUM “B” **DRAWING STANDARDS AND SAMPLE PLATS**

Drawing standards refer to drawings presented in model space. Line type and line width on paper space drawings shall match model space drawings as presented.

Examples:

1. Subdivision Boundary – The outer boundary line of the subdivision.

Layer Name: Subdivision Boundary.

The boundary shall be drawn equal to an Auto CAD line weight of 1.00mm and shall be a solid line.

2. New Easements – Easements dedicated with this plat.

Layer Name: New Easements.

ORDINANCE NO. 9081 (Cont.)

Easements shall be drawn equal to an Auto CAD line weight of 0.30mm and shall be a dashed line.

3. Existing Easements – Easements dedicated prior to this plat.

Layer Name: Existing Easements.

Existing easements shall be drawn equal to an Auto CAD line weight 0.18mm and shall be a dashed line.

4. Lot Line – New lot lines.

Layer Name: New lot lines.

New lot lines shall be drawn in AutoCAD line weight of 0.30mm and shall be a solid line.

5. Measurements – Distance, angles, bearings.

Layer Name: Measurements or Dimension

Measurements shall be shown with distance, angle, and bearings on all lot lines where allowable. In a case of large subdivision plats, distance, angle and bearings shall be shown along the centerline on existing and new easement.

Text fonts, size and placement shall be readable, legible and clear.

6. Adjacent Properties

Surrounding property lines, subdivision, undeveloped ground, right of way, easements, section lines or quarter section lines shall be drawn in AutoCAD line weight of 0.18mm and shall be dashed or dash dot. Subdivisions adjacent shall also show subdivision names, lot numbers, block numbers.

Note: Subdivision plats plotted on Mylar shall have no gray tone lines.

7. All plats and revised plats submitted shall include a schedule of revisions showing the time and date of the original drawing and subsequent revisions.

8. Hall County Register of Deeds.

A space shall be reserved on the subdivision plat for the register of deeds stamp; a space shall be 6"x3".

All notary stamps must be clear, complete and readable when reproduced.

All signatures must be clear, complete and readable when reproduced.

All dates and signatures must agree with the dates and signatures in the acknowledgements. (the acknowledgement must state the exact name that was signed.)

ORDINANCE NO. 9081 (Cont.)

A paper copy of the subdivision plat shall be presented to the Register of Deeds offices for review at the time copies are presented to the Regional Planning department for review.

Names and titles in acknowledgements must be identical to the signatures and titles of the parties who sign. (acknowledgments must include the marital status of individuals and/or position or title for persons signing on behalf of partnerships, corporations or limited liability corporations).

SECTION 3. Sections 33-7(4); 33-7(5); 33-8(6); 33-8.1(3); and, 33-22 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 4. Sections 33-23 and 33-24 and Addendum “B” are hereby adopted as part of Chapter 33 of the Grand Island City Code.

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: October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item F3

#9082 - Consideration of Vacating a 8' Easement on Lot Three (3) of Brach's First Addition and on Lot Four (4) of Brach's Second Addition (2012 Barbara Avenue, Curtis and Lisa Albers)

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 10, 2006

Subject: Consideration of Vacating an 8' Easement on Lot Three (3) of Brach's First Addition and on Lot Four (4) of Brach's Second Addition (2012 Barbara Avenue, Curtis and Lisa Albers)

Item #'s: F-3

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

Background

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

Discussion

The only utility in the easement is a phone line. The phone line is being relocated to allow for the construction of a detached garage/storage shed at the owner's expense. Qwest has obtained a private easement for the relocated phone line.

Alternatives

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

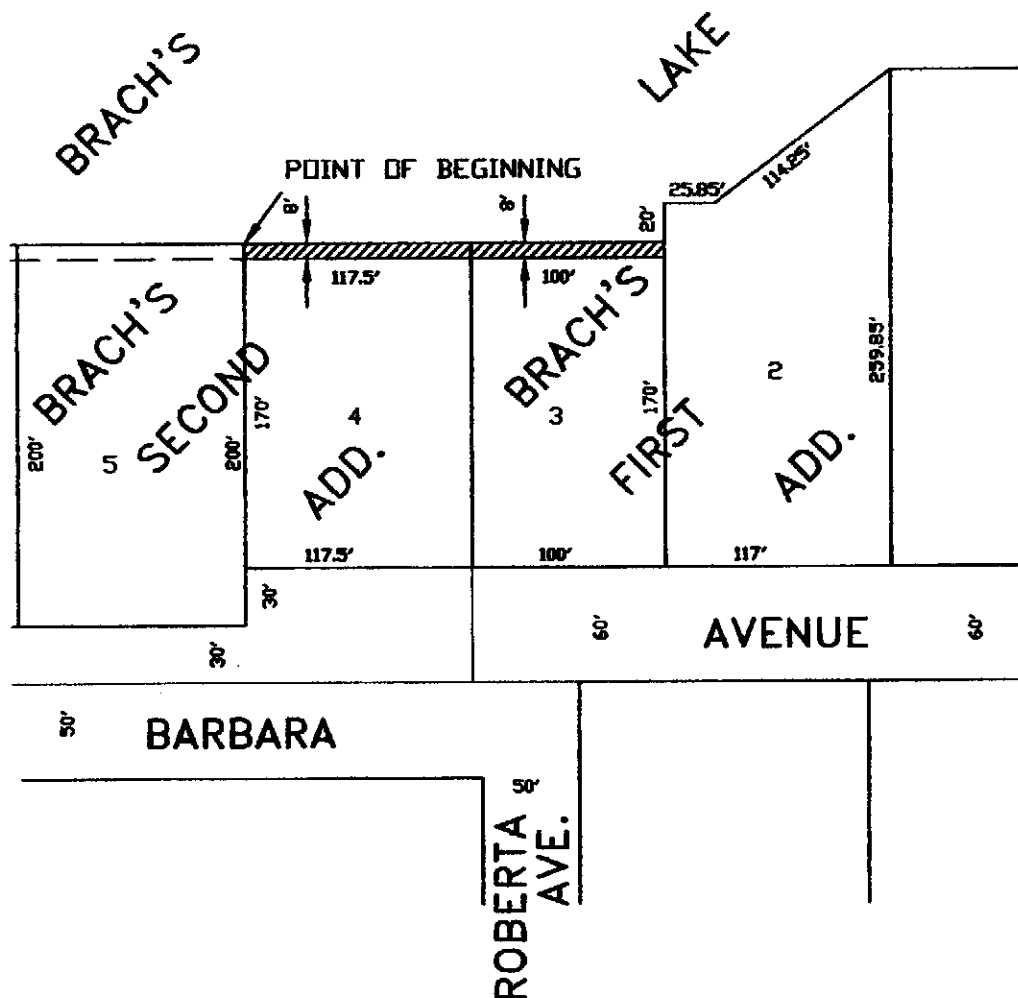
1. Move to approve the ordinance vacating the Utility Easement.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the Ordinance for the vacation of the easement.

Sample Motion

Motion to approve the vacation of the Utility Easement.



LEGEND

 EASEMENT AREA VACATED

EXHIBIT "A"

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 9/19/06
DRN BY: L.D.C.
SCALE: 1"=100'

PLAT TO ACCOMPANY
ORDINANCE NO.

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9082

An ordinance to vacate a portion of an existing eight (8.0) foot wide easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That a portion of an existing eight (8.0) foot wide easement on Lot Three (3) of Brach's First Addition and on Lot Four (4) of Brach's Second Addition in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

The North Eight Feet (N8') of Lot Four (4), Brach's Second Addition and the North Eight Feet (N8') of Lot Three (3), Brach's First Addition to the City of Grand Island, Hall County, Nebraska.

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

ORDINANCE NO. 9082

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

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G1

Approving Minutes of September 26, 2006 City Council Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 26, 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 September 26, 2006. Notice of the meeting was given in *The Grand Island Independent* on September 20, 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 Interim City Attorney Dale Shotkoski.

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

MAYOR COMMUNICATION: Mayor Vavricek commented on the following:

- Thank you letter received by student Joselyn Gutierrez
- Mission of Mercy volunteers
- Roger Anderson potential business venture at Heartland Events Center
- Announcement by the Mayor planned for Wednesday, September 27, 2006 at the Grand Generation Center concerning speculation as to a write-in candidate for Mayor

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Hispanic Heritage Month" September 15, 2006 to October 15, 2006. The Mayor proclaimed September 15, 2006 to October 15, 2006 as "Hispanic Heritage Month". Maria Lopez and Pete Letheby with the Multicultural Coalition were present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 2620 South Shady Bend Road. (John & Carolyn Schroll) Gary Mader, Utilities Director reported that acquisition of a utility easement located at 2620 South Shady Bend Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The purpose of the easement would be to place underground cable and a single phase pad mounted transformer to provide electrical service to a new home at 2620 South Shady Bend Road. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 1417 South Shady Bend Road. (Leland B. & Judy A. Dennhardt) Gary Mader, Utilities Director reported that acquisition of a utility easement located at 1417 South Shady Bend Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The purpose of the easement would be to place a pad-mounted single phase transformer to provide electrical service to a new home at 1417 South Shady Bend Road. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 2620 West Faidley Avenue. (St. Francis Medical Center) Gary Mader, Utilities Director reported that acquisition of a utility easement located at 2620 West Faidley Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The purpose of the easement would be to relocate and expand transformers and underground cables to facilitate new construction. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 4949 Juergen Road. (BM & M, LLC) Gary Mader, Utilities Director reported that acquisition of a utility easement located at 4949 Juergen Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The purpose of the easement would be to place underground electric cables and a three phase pad-mounted transformer to provide service to a new business. No public testimony was heard.

Public Hearing on Change of Zoning for a Tract of Land Proposed for Platting as Sterling Estates Subdivision from R1 Suburban Residential and R4 High Density Residential to R1 Suburban Residential, R4 High Density Residential and RO Residential Office. Chad Nabity, Regional Planning Director reported that an application was submitted for changes to zoning on a parcel of land proposed for platting as Sterling Estates Subdivision. The property is located between the Moore's Creek Drainway, North Road, State Street, and Capital Avenue. James Dutton, 3925 West Capital Avenue asked if there would be paving. Jim Davis, 4019 Sacramento Circle asked about drainage and sidewalks. Joyce Lind, 4020 Boston Circle mentioned concerns about drainage and replacing culverts under North Road. No further public testimony was heard.

Public Hearing on Annexation of Property Located at 502 East Capital Avenue. Chad Nabity, Regional Planning Director reported that property owners of 502 East Capital Avenue had requested this property be annexed into the City of Grand Island. The property is contiguous with the Grand Island City Limits and within the Grand Island utilities Electrical Service District. Sewer and water were available to this property. No public testimony was heard.

Public Hearing on Tax Increment Financing for Redevelopment Plan and Redevelopment Project Located at 210 East Stolley Park Road. (Wile E Investments) Chad Nabity, Regional Planning Director reported that Dr. Melissa Girard of Wile E Investments had applied for tax increment financing for the development of and expansion of a pet grooming business and kennel operation located at 210 East Stolley Park Road. The Community Redevelopment Authority and the Planning Commission recommended approval. Wile E Investments proposed to construct a building on its property for an Animal Medical Clinic. Bruce Schreiner, 3535 Grassridge Road spoke in support. No further public testimony was heard.

Public Hearing on Request of H & H Catering, Inc. dba H & H Catering, 700 East Stolley Park Road for an Addition to Class "CK-69738" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from H & H Catering, Inc. dba H & H Catering, 700 East Stolley Park Road for an addition to their Class "CK-69738" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on September 8, 2006; notice to the general public of date, time, and place of hearing published on September 16, 2006; notice to the applicant of date, time, and place of hearing mailed on September 8, 2006; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing Pursuant to the Nebraska Liquor Control Commission Rules and Regulations §53-134.04 Regarding Complaints Filed Against OK Liquor, 305 West Koenig Street, Liquor License "D-15914". Due to a conflict of interest Councilmember Nickerson recused himself and left the room. RaNae Edwards, City Clerk reported that ten (10) complaints had been received from citizens within Grand Island regarding the sale of alcohol to minors by OK Liquor, 305 West Koenig Street. An additional three (3) complaints were received the night of the meeting, by Council President Hornady, but were not received in time to be included in the discussion. Ms. Edwards stated the Council needed to first find that the complaints substantially charged a violation and that from the facts alleged there was reasonable cause for such belief and if so then proceed to the hearing.

Motion was made by Hornady, second by Gilbert that there were ten (10) valid complaints with regards to information received in the council packet under the Nebraska Liquor Control Commission Rules and Regulations §53-180 Sale to Minors and that the Public Hearing should be held. Councilmember Pielstick entered into the record a copy of the broadcast transcript from an interview held with NTV News, Steve White on July 20, 2006 aired on the 5:00 p.m., 6:00 p.m., and 10:00 p.m. news. (See attached)

Upon roll call vote, all voted aye. Motion adopted.

The following people spoke in support of action against the liquor license held by OK Liquor:

- Robert Bonk, 1616 Stagecoach Road
- Virginia Oseka, 1528 Windsor Road
- Lex Ann Roach, 609 South Cleburn
- Jeralyn Stanton, 1106 West 26th Street, Kearney
- Heather Tjaden, Prevention Educator, Central Nebraska Council on Alcoholism

L. William Kelly, Attorney for OK Liquor asked the Council to consider the following facts:

- Harold and Cathy Carmichael had been in business for the last 18 years, they purchased the business in 1988
- All complaints were identical regarding information
- First violation was on August 30, 1994, six years after the purchase of the business in which the Carmichael's plead guilty and paid court costs in the amount of \$124.00 and Liquor Control Commission (LCC) fine of \$250.00

- Second violation was on August 6, 1997 and paid \$521.00 court costs and \$2,016.00 LCC fines
- Third violation was on May 9, 2003 and paid fines of \$141.50 court costs and \$600.00 LCC fines
- Fourth violation was on September 30, 2005 and paid fines of \$344.00 court costs and was closed for 34 days
- Harold Carmichael had completed a state approved server/seller training course in the Fall of 2005

Mr. Kelly commented on a juvenile case regarding a minor which may have caused the complaints to be filed. This case had been dismissed. The following documents were entered into the record:

- Complaint
- Motion to Dismiss Filed June 1, 2006 with the Hall County Court
- Juvenile Petition Filed June 15, 2006 with the Hall County Court

Mr. Kelly requested the Council take no action.

The Public Hearing was closed.

Councilmember Nickerson returned to the meeting.

ORDINANCES:

#9078 – Consideration of Annexation of Property Located at 502 East Capital Avenue (First Reading)

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

Motion by Pielstick, second by Whitesides to approve Ordinance No. 9078 on first reading. Upon roll call vote, all voted aye. Motion adopted.

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

#9077 - Consideration of Vacating Easement Located at 2620 West Faidley Avenue (St. Francis Medical Center)

#9079 – Consideration of Change of Zoning for a Tract of Land Proposed for Platting as Sterling Estates Subdivision from R1 Suburban Residential & R4 High Density Residential to R1 Suburban Residential, R4 High Density Residential & RO Residential Office

#9080 – Consideration of Amendments to Chapter 32-2 of the Grand Island City Code Relative to Trees and Shrubs Projecting into the Street

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 Haase seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Chad Nabity, Regional Planning Director answered questions relating to Ordinance #9079 concerning sidewalks, paving, and drainage. Steve Riehle, Public Works Director commented on storm sewers, drainage, and the May 2005 flood relating to culverts. Mr. Riehle stated he would look into the storm sewer drainage in that area.

Steve Riehle, Public Works Director answered questioned relating to Ordinance #9080 concerning height of shrubs and site distance at intersections.

Motion by Gilbert, second by Cornelius to approve Ordinances #9077, #9079, and #9080.

City Clerk: Ordinances #9077, #9079, and #9080 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. Councilmember Gilbert abstained from Ordinance #9077 and voted no on Ordinance #9080. Motion adopted.

City Clerk: Ordinances #9077, #9079, and #9080 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. Councilmember Gilbert abstained from Ordinance #9077 and voted no on Ordinance #9080. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9077, #9079, and #9080 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-5 was pulled for further discussion. Motion by Hornady, second by Cornelius to approve the Consent Agenda excluding item G-5. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 12, 2006 City Council Regular Meeting. Councilmember Pauly abstained.

Approving Re-Appointment of Tom Gdowski to the Community Redevelopment Authority Board.

Approving Re-Appointment of Robert Niemann and Tom Brown to the Regional Planning Commission.

Approving Garbage Permits for Central Waste Disposal, Clark Brothers Sanitation, Heartland Disposal, Mid-Nebraska Disposal and Refuse Permit for Full Circle and Scott’s Hauling.

#2006-268 – Approving Acquisition of Utility Easement Located at 2620 South Shady Bend Road. (John & Carolyn Schroll)

#2006-269 – Approving Acquisition of Utility Easement Located at 1417 South Shady Bend Road. (Leland B. and Judy A. Dennhart)

#2006-270 – Approving Acquisition of Utility Easement Located at 2620 West Faidley Avenue. (St. Francis Medical Center) Councilmember Gilbert abstained.

#2006-271 – Approving Acquisition of Utility Easement Located at 4949 Juergen Road. (BM & M, LLC)

#2006-272 – Approving the Continuing Disclosure Agreement and Certificate of Participant for Nebraska City Unit #2 – Separate System Bonds.

#2006-273 – Approving Agreement with Olsson Associates for Construction Engineering Services on the Project to Widen Capital Avenue from the Moores Creek Drain to Webb Road in the Amount of \$346,703.00.

#2006-274 – Approving Bid Award for a TV Camera with Transporter with Cues of Orlando, Florida in the Amount of \$17,900.00.

#2006-275 – Approving Bid Award for a Diffuser Cleaning System with ITT Industries Sanitaire of Brown Deer, Wisconsin in the Amount of \$117,600.00.

#2006-276 – Approving Bid Award for Fiber Optic Cable OPGW Project 2006-OPGW-11 with Kayton Electric, Inc. of Holdrege, Nebraska in the Amount of \$169,100.00. Correction was noted that the agenda had this item listed as Resolution #2006-283. it should be #2006-276.

#2006-277 – Approving Grant Application from the Nebraska Department of Roads Transportation Enhancement Program for Construction of the Morman Island Hike/Bike Trail.

#2006-278 – Approving Tax Increment Financing for Redevelopment Plan and Redevelopment Project Located at 210 East Stolley park Road. (Wile E Investments)

#2006-279 – Approving Subordination Agreement for Dean A. and Patricia D. Bierhaus for Property Located at 1805 Freedom Drive. Correction was noted that the lender should be New Century Mortgage instead of Argent Mortgage as was listed in the council packet.

#2006-280 – Approving Five-Year Interlocal Agreement with Hall County Relative to Bookmobile.

#2006-281 – Approving Purchase Agreement for (2) SelfCheck Workstations with SirsiDynix of Huntsville, Alabama in an Amount of \$34,522.00.

#2006-182 – Approving Extension of Bid Price for Lease of an Aerated Static Pile Compost Pilot Testing Unit with CH2M Hill of Englewood, Colorado in an Amount of \$4,470.00 per month for 18 months.

#2006-267 – Approving Amendment to Subdivision Agreement for Springdale Subdivision. Discussion was held concerning waiving the sidewalks on Lilly Drive. Chad Nabity, Regional Planning Director stated Lilly Drive was an existing rural section of asphalt street with deep ditches and utilities in the front yard. Mr. Nabity stated the amended language would require sidewalks to be constructed when the property owner was directed to do so by the City Council. Also if a Street Improvement District was created to pave any public street in the subdivision, the Subdivider would be required to install public sidewalks within one year of the completion of the street improvement district.

Motion by Cornelius, second by Nickerson to approve Resolution #2006-267. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2006-284 – Consideration of Request of H & H Catering, Inc. dba H & H Catering, 700 East Stolley Park Road for an Addition to Class “CK-69738” Liquor License. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing.

Motion by Hornady, second by Cornelius to approve Resolution #2006-284 contingent upon final inspections. Upon roll call vote, Councilmembers Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker, and Haase voted aye. Councilmember Meyer voted no. Motion adopted.

#2006-285 – Consideration of Complaints Filed Pursuant to the Nebraska Liquor Control Commission Rules and Regulations §53-134.04 Regarding OK Liquor, 305 West Koenig Street, Liquor License “D-15914”. Councilmember Nickerson recused himself from this item and left the room.

Motion by Pielstick, second by Whitesides to revoke the Class “D-15914” Liquor License for OK Liquor located at 305 West Koenig Street based on the findings of complaints filed under Nebraska Liquor Control Commission Rules and Regulations §53-180 Sale to Minor for violations dated August 6, 1997, May 9, 2003, and September 30, 2005.

Discussion was held regarding the number of violations. Lorri Rogers, Investigator with the Nebraska State Patrol explained the alcohol violations, compliance checks, and the tobacco violations by OK Liquor. Also explained was a June 18, 2006 incident. Lt. Brad Brush with the Grand Island Police Department explained the August 9, 2006 report where Harold Carmichael reported a minor attempting to purchase alcohol. A minor was charged with attempting to purchase from OK Liquor and possession of alcohol acquired from another person.

RaNae Edwards, City Clerk explained the difference between “cancel” and “revoke” to a liquor license. To cancel would discontinue all rights and privileges of this license, but owners could

come back with an application for a new license at a later date. To revoke would permanently void and recall all rights and privileges of this license in which the owner would not be able to apply for a liquor license again.

Upon roll call vote to revoke Liquor License "D-15914" held by OK Liquor, Councilmember's Meyer, Whitesides, Pielstick, and Haase vote aye. Councilmember's Gilbert, Cornelius, Pauly, Hornady, and Walker voted no. Motion failed.

Motion by Hornady, second by Pauly to cancel Liquor License "D-15914" held by OK Liquor, Councilmember's Meyer, Whitesides, Gilbert, Cornelius, Pauly, Hornady, and Haase voted aye. Councilmember's Pielstick and Walker voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Pauly to approve the Claims for the period of September 13, 2006 through September 26, 2006, for a total amount of \$3,853,232.90. Motion adopted unanimously.

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

RaNae Edwards
City Clerk

SLUG: OKLIQUOR STEVE @ 9:38:45 09/26/06
FORMAT: VOB ERT: 38 SOT: 13

(DRAFT)

=====

-SETH

7/20
5 & 10 PM

(SETH)

CONCERNED CITIZENS WANT A
TRI-CITY LIQUOR STORE'S LICENSE
REVOKED.

THE STORE HAS BEEN CITED FOR
SELLING TO MINORS 4-TIMES...

AND CITIZENS SAY "O-K LIQUOR"
HAS NO EXCUSE!

===== (TAKE VO) =====
~Y\9031^R

THAT'S BECAUSE HAROLD
CARMICHAEL *NOT* ONLY OWNS THE
STORE HE RUNS IT.

GROUPS LIKE "PROJECT EXTRA
MILE" SAY CARMICHAEL SHOULD KNOW
BETTER.

THEY SAY IT'S ONE THING WHEN
A STORE HAS HIGH TURNOVER...

BUT IT'S WORSE WHEN A STORE
OWNER IS HIMSELF RESPONSIBLE.

NOW THE CITY COUNCIL COULD
VOTE TO REVOKE O-K'S LICENSE.
(SOT)

[TAKE SOUND FULL @ 18

[13] "...it as well."

~Y\9032^R

* (Type in Captioning below)

>[Jackie Pielstick , Grand Island City Council >>

Having a liquor licence is a privilege and when
you're given a privilege you have to take care of it.
If you're not willing to take care of it and abide by
the laws, you stand the risk of losing it as well.

===== (VO CONTINUES) =====

HAROLD CARMICHAEL SAYS ITS
QUOTE- "ALL BASED ON A LIE" END
QUOTE.

HE DECLINED FURTHER COMMENT,
SAYING HE'S WAITING UNTIL THE
DUST SETTLES.



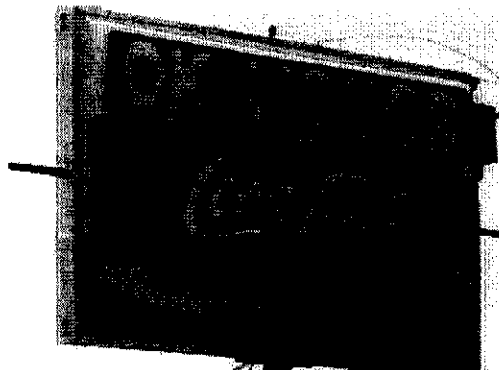
7/20
6PM

PRINT THIS

LOCAL NEWS

GI Could Revoke Store's Liquor License

Thursday 7/20/06 6:25pm



"I hardly look like I'm 18. I couldn't pass for 21."

A high school student, she looks too young to buy alcohol. However, that's exactly why police asked her to buy alcohol during a night of compliance checks.

The CI, or cooperating individual as police call them, was asked to try and buy beer, to see if stores would sell. She assumed no one would.

play

"Even the cops that night we're going to have it easy. No paperwork, because you're not going to get sold to," the student said.

But she was sold to, and it wasn't the first time OK Liquor was in trouble.

"He didn't even look at my driver's license or anything," she said.

It only takes letters from five citizens to prompt a city council hearing that could result in OK Liquor losing its license.

"I guess the people of Grand Island need to know the council's serious," Council member Jackie Pielstick said, after a meeting of Project Extra Mile, a group aimed at preventing underage drinking.

The head of the state liquor commission applauds Grand Island for its efforts. Hoby Rupe said most communities don't know the power they have, but this is one city that's not afraid to use its power.

Council woman Pielstick agreed, "As a city we're making an impact on liquor issues."

- The Liquor Control Commission can override the city, but more than ever, cities feel the commission's listening.

"If we send representation up there to let them know why the city has opted for this reason, they listen to it. Because if nobody shows up, it's like nobody cares," Pielstick.

It's rare citizens ask for a store to lose its license, but OK could. And teens, like the one who bought for police, say it should.

The 18-year-old said, "It's dangerous to have an establishment that doesn't care if they're selling to minors."

Officials say OK Liquor owner Harold Carmichael himself is responsible for the violations. He also paid a fine after firing a pistol at shoplifters seven years ago. He told NTV he's not going to comment, except to say, "it's all based on a lie."

Reporter's Notes by Steve White:

Project Extra Mile's Lex Ann Roach said what makes this case unique is that Carmichael is not only the one who sold, but the store owner. She said liquor license holders should know better, and she drew a distinction between someone like Carmichael and a convenience store with high turnover among clerks.

City Clerk Renee Edwards said there will be a public hearing before the Grand Island city council on Tues., July 25 at 7 p.m. Edwards said the city administration will not take a position on the matter beforehand, and will leave it up to council members to decide whether or not OK Liquor's license should be revoked.

Story Created: Jul 20, 2006 at 6:22 PM CST

Story Updated: Jul 20, 2006 at 8:22 PM CST



Find this article at:

<http://www.nebraska.tv/news/local/3393141.html>

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City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G2

**Approving Request of Julie C. Beckman, 1403 West Division for
Liquor Manager Designation for Pump & Pantry #6, 3355 Stolley
Park Road and Pump & Pantry #8, 2028 North Broadwell**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 10, 2006

Subject: Request of Julie C. Beckman, 1403 West Division for Liquor Manager Designation for Pump & Pantry #6, 3355 Stolley Park Road and Pump & Pantry #8, 2028 North Broadwell

Item #'s: G-2

Presenter(s): RaNae Edwards, City Clerk

Background

Julie C. Beckman, 1403 West Division has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "B-13152" Liquor License for Pump & Pantry #6, 3355 Stolley Park Road and Pump & Pantry #8, 2028 North Broadwell Liquor License "G-13153". These applications have been reviewed by the Police Department and City Clerk's Office.

Discussion

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

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve these requests for Liquor Manager Designations.

Sample Motion

Move to approve the request of Julie C. Beckman, 1403 West Division for Liquor Manager Designations in conjunction with the Class “B-13152” Liquor License for Pump & Pantry #6, 3355 Stolley Park Road and Pump & Pantry #8, 2028 North Broadwell Liquor License “G-13153” with the stipulation that Ms. Beckman complete a state approved alcohol server/seller training program.

**INTEROFFICE
MEMORANDUM**
Police Department



*Working Together for a
Better Tomorrow. Today.*

DATE: September 27, 2006
TO: RaNae Edwards, City Clerk
FROM: Brad Brush, Lieutenant, Police Department
RE: Liquor Manager Designation Application for
Pump and Pantry #6, 3355 Stolley Park Road,
Grand Island, Nebraska 68801

The Grand Island Police Department is in receipt of the Liquor Manager Designation application from Pump and Pantry #6, 3355 Stolley Park Road, Grand Island, Nebraska 68803

The application for the Liquor Manager is technically inaccurate, thus a false application. If the convictions had been declared they would not have risen to the level of a Class I Misdemeanor, in articles 3, 4, 7, 8, 10, 11, or 12 of Chapter 28 thus disqualifying the applicant.

It is the Police Department's recommendation to accept this Liquor Manager Designation Application in the name of Julie C. Beckman for the business of Pump and Pantry, 3355 Stolley Park Road, Grand Island, Nebraska 68803.

BB/rk

A handwritten signature in cursive script that reads "Br. Brush".

**INTEROFFICE
MEMORANDUM**
Police Department



*Working Together for a
Better Tomorrow. Today.*

DATE: September 27, 2006
TO: RaNae Edwards, City Clerk
FROM: Brad Brush, Lieutenant, Police Department
RE: Liquor Manager Designation Application for
Pump and Pantry #8, 2028 N Broadwell,
Grand Island, Nebraska 68801

The Grand Island Police Department is in receipt of the Liquor Manager Designation application from Pump and Pantry #8, 2028 N Broadwell Avenue, Grand Island, Nebraska 68803

The application for the Liquor Manager is technically inaccurate, thus a false application. If the convictions had been declared they would not have risen to the level of a Class I Misdemeanor, in articles 3, 4, 7, 8, 10, 11, or 12 of Chapter 28 thus disqualifying the applicant.

It is the Police Department's recommendation to accept this Liquor Manager Designation Application in the name of Julie C. Beckman for the business of Pump and Pantry, 2028 N Broadwell Avenue, Grand Island, Nebraska 68803.

BB/rk

A handwritten signature in cursive script, appearing to read "Br Brush", is written over the typed name "BB/rk".

09/27/06
12:59

Grand Island Police Dept.
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : 12:52:19 09/27/2006
Occurred before : 12:52:19 09/27/2006
When reported : 12:52:19 09/27/2006
Date disposition declared : 09/27/2006
Incident number : L06094078
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 3355 Stolley Park Road
State abbreviation : NE
ZIP Code : 68803
Contact or caller : RaNae Edwards
Complainant name number :
Area location code : PCID Police - CID
Received by : Brush B
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Brush B
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number :
Geobase address ID :
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status :
= = = = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	481		Beckman, Julie C	liq mgr designee
NM	484		Beckman, Christopher T	julie's husband
NM	60231		Pump & Pantry,	mentioned

LAW INCIDENT NARRATIVE:

Request for assessment & recommendation-Liquor Manager Designation

The Liquor Manager Designation Applicant's name is Julie C Beckman
Business-3355 Stolley Park Road, GI, NE 68803.

Nebraska Criminal Justice Information System (NCJIS) was searched and the
following convictions not declared by Julie Beckman were found;

- 1.) Violate protection order-1st offense ; Class 2 Misdemeanor
Offense Date is 10/02/2002, Plea is Guilty/Admit
- 2.) Speeding 16-20 MPH County/State ; Infraction
AMENDED TO...Speeding 1-5 MPH County/State, Offense Date is 10/11/2000
Plea is Guilty/Admit

Failure to declare the above convictions causes the application to be false.

09/27/06
12:59

Grand Island Police Dept.
LAW INCIDENT TABLE

333
Page: 2

National Crime Intelligence Center (NCIC) search reflected no other convictions.

Nebraska Criminal Justice Information System (NCJIS) was searched and there were no convictions found that were not declared by Julie Beckman's husband, Christopher T Beckman.

In summation;

The application for the Liquor manager is technically inaccurate, thus a false application. If the convictions had been declared they would not have risen to the level of a Class I Misdemeanor, in articles 3, 4, 7, 8, 10, 11, or 12 of Chapter 28, thus disqualifying the applicant.

It is the police department's recommendation to accept this Liquor Manager Designation Application in the name of Julie C Beckman, for the business of Pump & Pantry at 3355 Stolley Park Road, GI, NE, 68803.



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G3

#2006-285 - Approving Bid Award for Snow Removal Services for the 2006/2007 Winter Season

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 10, 2006

Subject: Approving Bid Award for Snow Removal
Services for the 2006/2007 Winter Season

Item #'s: G-3

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

Background

On September 14, 2006 the Street and Transportation Division of the Public Works Department advertised for bids for snow Removal Services for the 2006/2007 Winter Season.

Discussion

One bid was received and opened on September 26, 2006. 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	NA	Trucks for Hauling Snow - \$100.00/HR Front End Loaders - \$125.00/HR Motor Graders - \$145.00/HR

There are sufficient funds in Account No. 10033502-85213 for these services.

Alternatives

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

1. Move to approve awarding the contract for snow removal services.
2. Refer the issue to a Committee.

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

Recommendation

City Administration recommends that the Council approve awarding the contract for snow removal services to The Diamond Engineering Company, of Grand Island, Nebraska.

Sample Motion

Motion to approve awarding the snow removal services contract.

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: September 26, 2006 at 11:00 a.m.

FOR: Snow Removal Services

DEPARTMENT: Public Works

ESTIMATE: \$140.00 per hour each **Truck for Hauling Snow**
\$140.00 per hour each **Front End Loaders**
\$165.00 per hour each **Motor Graders**

FUND/ACCOUNT: 10033502-85213

PUBLICATION DATE: September 14, 2006

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: The Diamond Engineering Co.
Grand Island, NE

Exceptions: None

Bid Price: \$100.00 per hour each **Trucks for Hauling Snow**
\$125.00 per hour each **Front End Loaders**
\$145.00 per hour each **Motor Graders**

cc: Steve Riehle, Public Works Director
Scott Johnson, Street Supt.
Gary Greer, City Administrator
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director
Danelle Collins, PW Admin. Assist.
Dale Shotkoski, Purchasing Agent

P1114

R E S O L U T I O N 2006-285

WHEREAS, the City of Grand Island invited sealed bids for Snow Removal Services, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on September 26, 2006, one bid was received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted the only bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

	<u>Cost Per Hour</u>
Front End Loaders	125.00
Motor Graders	145.00
Hauling Snow	100.00

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, for snow removal services in the amounts identified above is hereby approved as the lowest responsible bid submitted.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such snow removal services be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G4

**#2006-286 - Approving Final Plat and Subdivision Agreement for
Dale Roush Third Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 10, 2006

Subject: Dale Roush Third Subdivision – Final Plat

Item #'s: G-4

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

Background

This final plat proposes to re-subdivide part of Lot 23 and all of Lot 24, Block 1, Dale Roush Second Subdivision in the City of Grand Island, Hall County, Nebraska into 1 lot. This land consists of approximately .660 acres.

Discussion

The Final Plat for Dale Roush Third Subdivision was considered by the Regional Planning Commission at their meeting on October 4, 2006. In order to approve this subdivision Council must waive the minimum lot size requirement for the lot to be created. The property is zoned LLR Large Lot Residential. The minimum lot size in the LLR district is 20,000 square feet. This lot is just over 14,000 square feet. The smaller lot size allows the city to retain the right-of-way necessary to connect Cherokee Avenue and Independence Avenue in the future. A motion was made by Brown and seconded by Miller to approve the Final Plat as presented waiving the minimum lot size requirement. A roll call vote was taken and the motion carried with 8 members present voting in favor (Miller, O'Neill, Ruge, Reynolds, Monter, Brown, Niemann, Snodgrass).

Alternatives

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

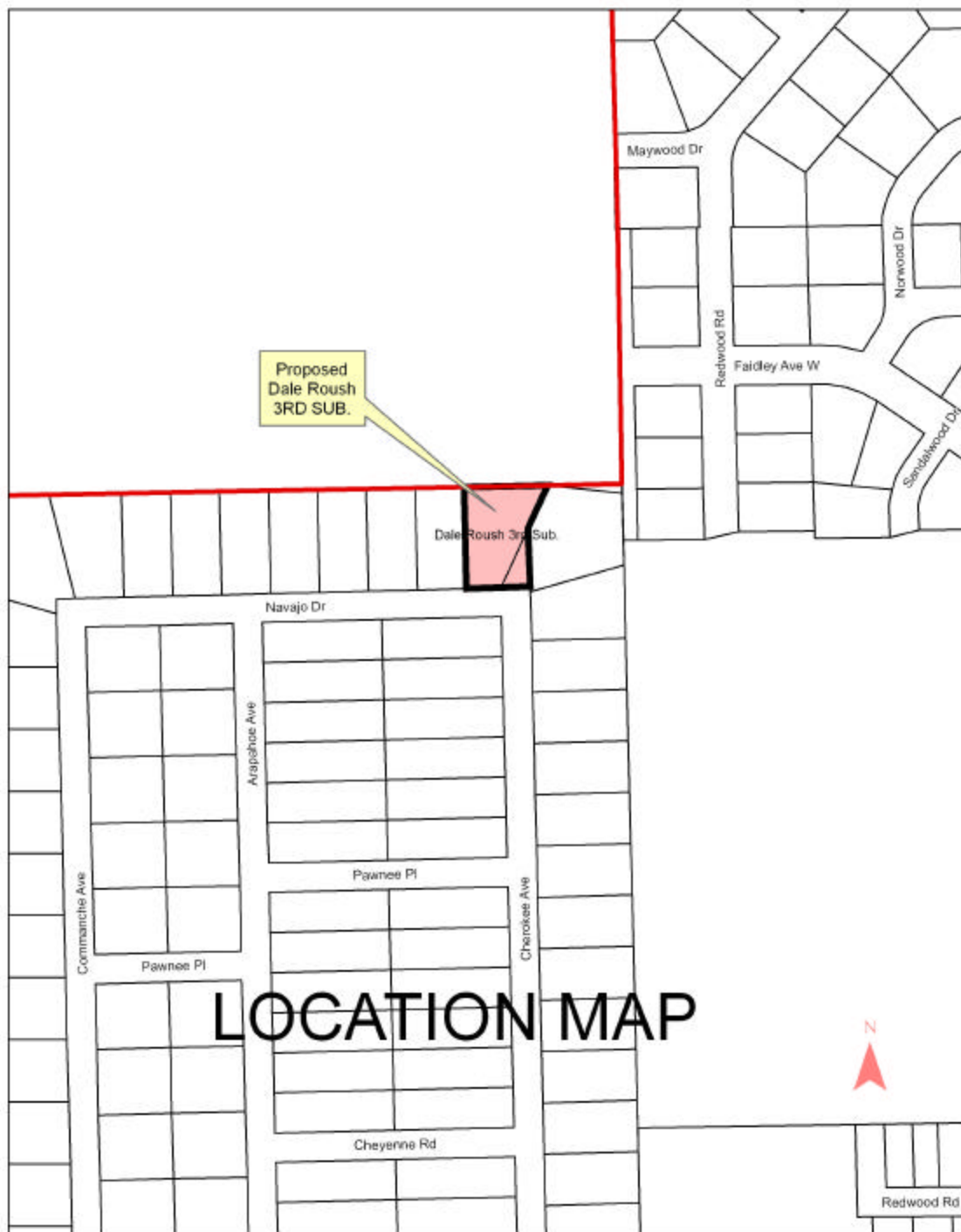
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve as recommended.



RESOLUTION 2006-286

WHEREAS, The City of Grand Island, Nebraska, a municipal corporation, as owner, has caused to be laid out into a lot, a tract of land comprising a part of Lot Twenty Three (23) and all of Lot Twenty Four (24), Block One (1), Dale Roush Second Subdivision in the City of Grand Island, Hall County, Nebraska, under the name of DALE ROUSH THIRD 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, the City of Grand Island approved the subdivision agreement to be filed with this subdivision; and

WHEREAS, as the City Council waives the minimum lot size requirement in the large lot residential/zoning district to preserve and retain future street right-of-way.

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 DALE ROUSH THIRD SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
October 6, 2006	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G5

**#2006-287 - Approving Final Plat and Subdivision Agreement for
Sterling Estates Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: October 10, 2006
Subject: Sterling Estates Subdivision – Final Plat
Item #'s: G-5
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This final plat proposes to create 54 lots on a tract of land consisting of part of the Northwest Quarter (NW1/4) of Section 12, Township 11 North, Range 10 in the city of Grand Island, Hall County, Nebraska. This land consists of approximately 25.13 acres.

Discussion

The Final Plat for Sterling Subdivision was considered by the Regional Planning Commission at their meeting on October 4, 2006. A motion was made by Ruge and seconded by Brown to approve the Final Plat as presented. A roll call vote was taken and the motion carried with 8 members present voting in favor (Miller, O'Neill, Ruge, Reynolds, Monter, Brown, Niemann, Snodgrass).

Alternatives

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

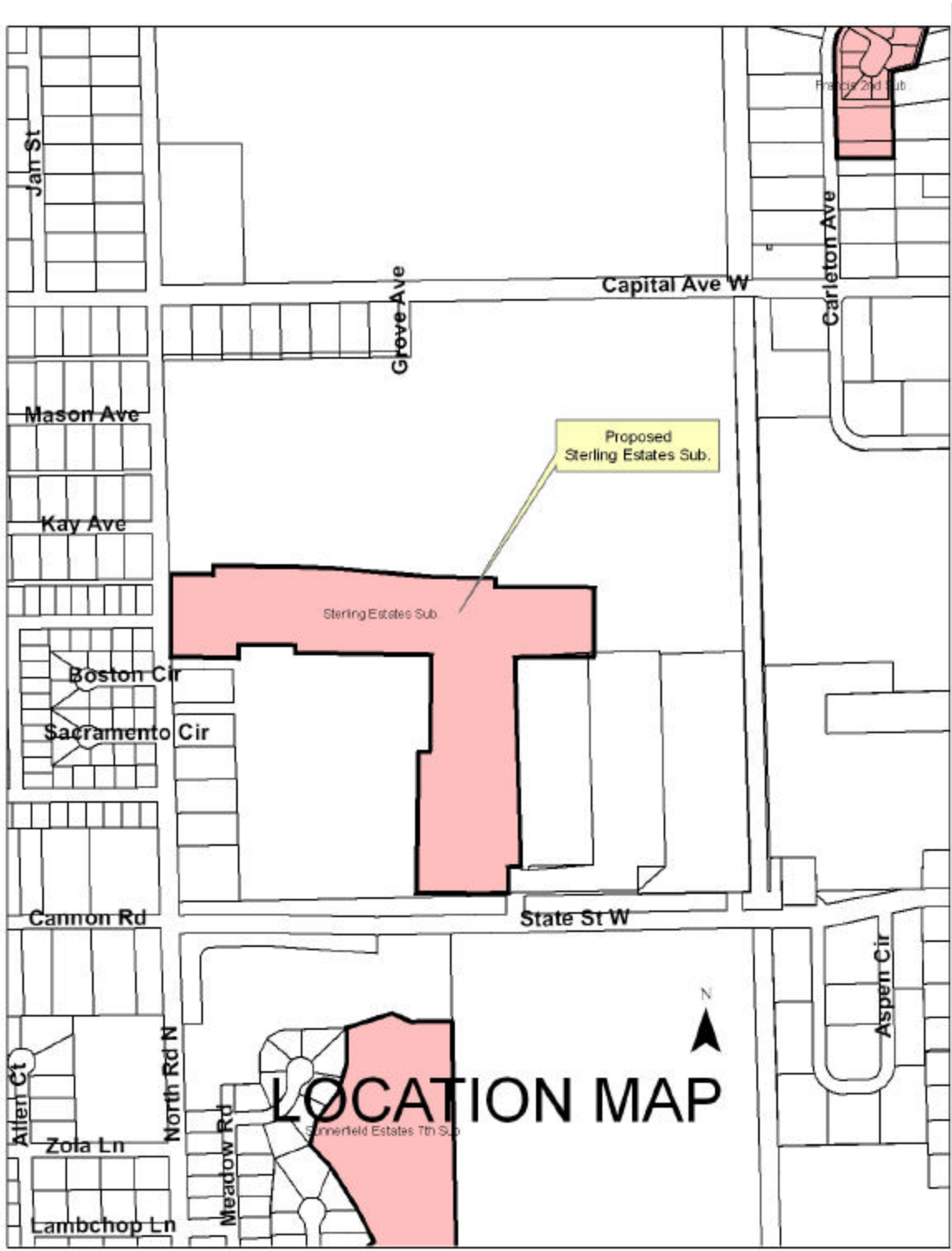
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve as recommended.



SHEET 1 OF 2



RESOLUTION 2006-287

WHEREAS, Niedfelt Property Management Preferred, LLC, a limited liability company, as owner, has caused to be laid out into a lot, a tract of land comprising a part of the Northwest Quarter (NW ¼) of Section Twelve (12), Township Eleven (11) North, Range 10 West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, under the name of STERLING ESTATES 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 STERLING ESTATES 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, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G6

**#2006-288 - Approving Final Plat and Subdivision Agreement for
Summerfield Estates Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 10, 2006

Subject: Summerfield Estates Seventh Subdivision – Final Plat

Item #'s: G-6

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

Background

This final plat proposes to create 35 lots on a tract of land consisting of a part of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 12, Township 11 North, Range 10 in the city of Grand Island, Hall County, Nebraska. This land consists of approximately 15.50 acres.

Discussion

The Final Plat for Summerfield Estates Seventh Subdivision was considered by the Regional Planning Commission at their meeting on October 4, 2006. A motion was made by Ruge and seconded by Brown to approve the Final Plat as presented. The subdivision agreement for this development will include provisions for the future extension of Summerfield Avenue north of the property platted with this subdivision to provide an emergency exit or entrance from the north. Also the water line in Summerfield Avenue will be extended to connect with the water line in State Street with this phase of the development. This will provide adequate water pressure to the new sections of the development. A roll call vote was taken and the motion carried with 8 members present voting in favor (Miller, O'Neill, Ruge, Reynolds, Monter, Brown, Niemann, Snodgrass).

Alternatives

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

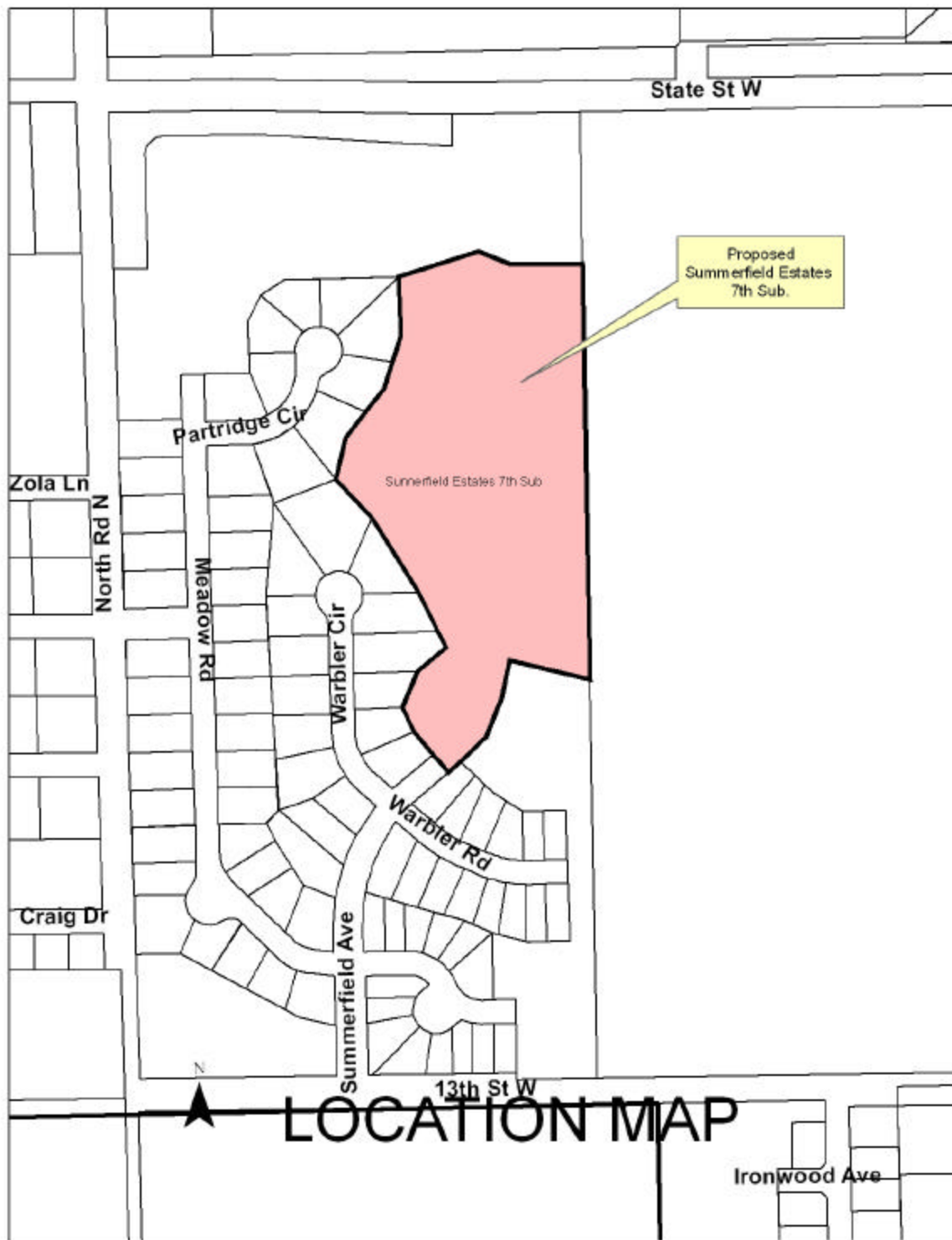
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve as recommended.



RESOLUTION 2006-288

WHEREAS, Little B's Corporation, a Nebraska corporation, as owner, has caused to be laid out into a lot, a tract of land comprising a part of the West Half of the Southwest Quarter (W ½ SW ¼) of Section Twelve (12), Township Eleven (11) North, Range 10, West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, under the name of SUMMERFIELD ESTATES SEVENTH 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 SUMMERFIELD ESTATES SEVENTH 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, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G7

**#2006-289 - Approving Semi-Annual Report by the Citizens'
Review Committee on the Economic Development Program Plan**

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

Staff Contact: Tim White, CRC Chairman

RESOLUTION 2006-289

WHEREAS, Neb. Rev. Stat. §18-2715(3) and Grand Island City Code §2-110 require a report by the Citizens Advisory Review Committee to the City Council at least once every six months on its findings and suggestions on the administration of the Economic Development Plan; and

WHEREAS, a public hearing on the report submitted by the Citizens Advisory Review Committee was held at a regular session of the Grand Island City Council on October 10, 2006; and

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G8

**#2006-290 - Approving Agreement for Funding with the Clean
Community System**

Staff Contact: David Springer

Council Agenda Memo

From: David Springer, Finance Director

Meeting: October 10, 2006

Subject: Approving Funding Contracts for Outside Agencies

Item #'s: G-8 through G-16

Presenter(s): David Springer, Finance Director

Background

As part of the City's budget process, Outside Agencies were asked to and submitted their budget requests. These were reviewed with Council at the June 20, 2006 Study Session and July 11, 2006 Regular Meeting. At the August 22, 2006 Regular Meeting, Council approved Ordinance No. 9066 for the 2006-2007 Annual Budget.

Discussion

Resolutions #2006-290 through #2006-298 are contracts with these agencies to provide their services. The only change to funding as presented by Administration was to include the Grand Island Dive Rescue in the amount of \$2,000. No contracts are needed with the Humane Society or Health Department, as there are current inter-local agreements in place with them which details their services.

Alternatives

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

1. Move to approve the contracts with the Outside Agencies
2. Postpone the issue to future date
3. Modify the Resolution to meet the wishes of the Council

Recommendation

City Administration recommends that the Council approve the Outside Agency contracts.

Sample Motion

Motion to approve the Funding Contracts for the Outside Agencies.

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as "City", and GRAND ISLAND AREA - CLEAN COMMUNITY SYSTEM, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

 (A) Develop and print 20,000 utility bill inserts three to four times per year on environmental issues.

 (B) Develop and print 20,500 recycling brochures annually, updating recycling opportunities in Grand Island.

 (C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

 (D) Foster and support corridor litter controls and beautification groups and organizations.

 (E) Provide and maintain information on environmental/recycling issues and concerns.

 (F) Provide consulting services to implement integrated solid waste plans.

 (G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS twenty thousand dollars (\$20,000.00). Payment shall be made upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2007.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

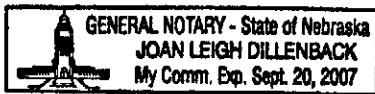
GRAND ISLAND AREA - CLEAN
COMMUNITY SYSTEM

By:  _____
Betty Curtis, Executive Coordinator

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On September 22, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Betty Curtis, Executive Coordinator for the Grand Island Area - Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Joan Leigh Dillenback
Notary Public

R E S O L U T I O N 2006-290

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act; and

WHEREAS, the City desires to contract with Grand Island Area - Clean Community System to perform certain services associated with environmental education which are required by the Integrated Solid Waste Management Act; and

WHEREAS, the City agrees to pay Grand Island Area - Clean Community System \$20,000 for performing agreed upon services during the 2006-2007 fiscal year as outlined in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, the agreement by and between the City and Grand Island Area - Clean Community System to perform services associated with environmental education.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G9

#2006-291 - Approving Agreement for Funding with Hope Harbor

See memo from Consent Agenda Item G-8.

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this 4 day of October, 2006, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **HOPE HARBOR**, a Nebraska non-profit corporation.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, Hope Harbor provides a variety of services to needy, homeless and near homeless families located in Grand Island; and

WHEREAS, the City desires to contract with Hope Harbor to assist in the costs of providing a transitional shelter for the needy, homeless and near homeless families of this community, and for providing emergency services to such individuals.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and Hope Harbor agree as follows:

1. **Responsibilities.** Hope Harbor agrees to provide and maintain a transitional shelter for the needy, homeless and near homeless families of the Grand Island community, and shall continue to provide emergency services and referrals to the needy and other service providers.

2. **Compensation.** In consideration of Hope Harbor performing the services provided for in this agreement, the City agrees to pay Hope Harbor Four Thousand Five Hundred Dollars (\$4,500.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2007.

4. **Limitation.** Hope Harbor hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2006-2007 fiscal year.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and Hope Harbor notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

HOPE HARBOR,
A Nebraska non-profit corporation,

By: _____
Gloriann Hodson, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On October 4, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gloriann Hodson, Executive Director of Hope Harbor, a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Notary Public

R E S O L U T I O N 2006-291

WHEREAS, the City is authorized by state law to contract with Hope Harbor, formerly known as Community Humanitarian Resource Center, a non-profit agency, to assist in the operation of a transitional homeless shelter, emergency services and referrals to the needy and other service providers in the Grand Island area; and

WHEREAS, the City desires to enter into a contract with Hope Harbor to provide such services; and

WHEREAS, the City shall provide funding to Hope Harbor in the amount of \$4,500 during fiscal year 2006-2007 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Hope Harbor to assist in the operation of the transitional homeless shelter in Grand Island, and to offer emergency services and referrals to the needy and other service providers in the Grand Island area.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G10

**#2006-292 - Approving Agreement for Funding with the
Convention & Visitors Bureau**

See memo from Consent Agenda Item G-8.

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **GRAND ISLAND HALL COUNTY CONVENTION & VISITORS BUREAU**, a non-profit agency, hereinafter referred to as "CVB".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, CVB promotes and markets convention business and tourism to the Grand Island/Hall County area; and

WHEREAS, the City desires to contract with CVB to continue coordination efforts to attract and pursue such convention business and tourists to this area.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and CVB agree as follows:

1. **Responsibilities.** CVB shall market and promote the City of Grand Island for the purpose of attracting convention business and tourists to the Grand Island community.
2. **Compensation.** In consideration of CVB performing the services provided for in this agreement, the City agrees to pay CVB Ten Thousand Dollars (\$10,000.00). Such amount to be paid upon the execution of this agreement by all parties, and approval of this agreement by the Grand Island City Council.
3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2007.
4. **Limitation.** CVB hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.
5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and CVB notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

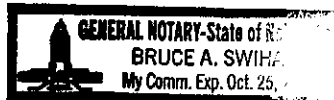
By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

GRAND ISLAND HALL COUNTY
CONVENTION AND VISITORS
BUREAU, a Nebraska non-profit agency,

By: Renee A. Seifert
Renee A. Seifert, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)



On 9-21-06, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Renee A. Seifert, Executive Director of the Grand Island Hall County Convention and Visitors Bureau, a Nebraska non-profit agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Bruce A. Swihart
Notary Public

RESOLUTION 2006-292

WHEREAS, the City is authorized by state law to contract with the Grand Island Hall County Convention and Visitors Bureau, a non-profit agency, to market and promote tourism and convention activities in the area; and

WHEREAS, the City desires to enter into a contract with the Grand Island Hall County Convention and Visitors Bureau to provide such services; and

WHEREAS, it is recommended that the City provide funding to the Grand Island Hall County Convention and Visitors Bureau in the amount of \$10,000 during fiscal year 2006-2007 for performing agreed upon services as outlined in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and the Grand Island Hall County Convention and Visitors Bureau to provide funding in the amount of \$10,000 in support of tourism and convention activities in the Grand Island area.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G11

#2006-293 - Approving Agreement for Funding with the Crisis Center, Inc.

See memo from Consent Agenda Item G-8.

Staff Contact: David Springer

R E S O L U T I O N 2006-293

WHEREAS, the City is authorized by state law to contract with The Crisis Center, Inc., a non-profit agency, to provide services to victims of family violence and sexual assault; and

WHEREAS, the City desires to enter into a contract with the Crisis Center to provide such services to victims of family violence and sexual assault; and

WHEREAS, the City shall provide funding to the Crisis Center in the amount of \$12,000 during fiscal year 2006-2007 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and The Crisis Center, Inc. to provide services to victims of family violence and sexual assault.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G12

#2006-294 - Approving Agreement for Funding with the Grand Island Area Council for International Visitors

See memo from Consent Agenda Item G-8.

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of September, 2006, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **GRAND ISLAND AREA COUNCIL FOR INTERNATIONAL VISITORS**, a non-profit agency, hereinafter referred to as "CIV".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, CIV designs and implements professional programs and provides cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars; and

WHEREAS, the City desires to contract with CIV to coordinate visits from international guests in promoting the various aspects of the community.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and CIV agree as follows:

1. **Responsibilities.** CIV shall maintain a group of trained persons available to coordinate arrangements with international guests to promote the Grand Island community. The City will provide administrative assistance in compiling press releases, providing agendas and fax services.

2. **Compensation.** In consideration of CIV performing the services provided for in this agreement, the City agrees to pay CIV One Thousand Dollars (\$1,000.00). Such amount to be paid upon the execution of this agreement by all parties, and approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2007.

4. **Limitation.** CIV hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and CIV notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

GRAND ISLAND AREA COUNCIL FOR
INTERNATIONAL VISITORS, a Nebraska
non-profit agency,

By: *R. Roger Nelson*
Roger Nelson, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On September 26, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roger Nelson, President of the Grand Island Area Council for International Visitors, a Nebraska non-profit agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Traci A. Raber
Notary Public

RESOLUTION 2006-294

WHEREAS, the City is authorized by state law to contract with the Grand Island Area Council For International Visitors, a non-profit agency, to provide cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars in promoting the various aspects of the Grand Island community; and

WHEREAS, the City desires to enter into a contract with the Grand Island Area Council for International Visitors to provide such services; and

WHEREAS, it is recommended that the City provide funding to the Grand Island Area Council for International Visitors in the amount of \$1,000 during fiscal year 2006-2007 for performing agreed upon services as outlined in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and the Grand Island Area Council for International Visitors to provide funding in the amount of \$1,000 in support of cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars in promoting the various aspects of the Grand Island community.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G13

#2006-295 - Approving Agreement for Funding with the Grand Island Dive Rescue Team

See memo from Consent Agenda Item G-8.

Staff Contact: David Springer

R E S O L U T I O N 2006-295

WHEREAS, the City is authorized by state law to contract with Grand Island Dive Rescue Team, Inc., a Nebraska non-profit corporation, to maintain the peace, good government, and welfare of the City, fore preserving order and securing persons or property from violence, danger and destruction, for protecting public and private property, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the City; and

WHEREAS, the City desires to enter into a contract with the Grand Island Dive Rescue Team to provide funding for services pertaining to rescue and recovery operations at area lakes, ponds and other waters; and

WHEREAS, the City shall provide funding to the Grand Island Dive Rescue Team in the amount of \$2,000 during fiscal year 2006-2007 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the Grand Island Dive Rescue Team, Inc. to provide funding in the amount of \$2,000 for services pertaining to rescue and recovery operations at area lakes, ponds, and other waters.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G14

#2006-296 - Approving Agreement for Funding with the Grand Island Multicultural Coalition

See memo from Consent Agenda Item G-8.

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this 25 day of September, 2006, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **THE MULTICULTURAL COALITION**, a Nebraska non-profit corporation.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, The Multicultural Coalition was formed to respond to the needs of the increasingly culturally diverse city of Grand Island; and

WHEREAS, the City desires to contract with The Multicultural Coalition to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services, and stretches limited financial resources of service providers.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and CHRC agree as follows:

1. **Responsibilities.** The Multicultural Coalition agrees to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services, and stretches limited financial resources of service providers.

2. **Compensation.** In consideration of The Multicultural Coalition performing the services provided for in this agreement, the City agrees to pay The Multicultural Coalition Ten Thousand Dollars (\$10,000.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2007.

4. **Limitation.** The Multicultural Coalition hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2006-2007 fiscal year.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and The Multicultural Coalition notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

THE MULTICULTURAL COALITION,
a Nebraska non-profit corporation,

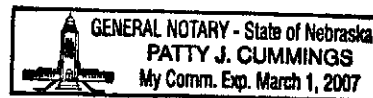
By: *Odalys Perez*
Odalys Perez, Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On September 25, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Odalys Perez, Director of The Multicultural Coalition, a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Patty J. Cummings
Notary Public



RESOLUTION 2006-296

WHEREAS, the City is authorized by state law to contract with The Multicultural Coalition, a non-profit agency, to provide for the needs of the increasingly culturally diverse city of Grand Island; and

WHEREAS, the City desires to enter into a contract with The Multicultural Coalition to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services and stretches limited financial resources of service providers; and

WHEREAS, the City shall provide funding to The Multicultural Coalition in the amount of \$10,000 during fiscal year 2006-2007 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and The Multicultural Coalition to provide services to the increasingly culturally diverse City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G15

#2006-297 - Approving Agreement for Funding with the Retired Senior Volunteer Program

See memo from Consent Agenda Item G-8.

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **RETIRED SENIOR VOLUNTEER PROGRAM**, hereinafter referred to as "RSVP".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-255 to contract with state agencies, political subdivisions, and private non-profit agencies to plan, initiate, operate, maintain, administer funding for, and evaluate facilities, programs and services designed to meet the needs of elderly persons; and

WHEREAS, RSVP provides volunteer services of persons 55 years of age and older to various non-profit agencies and groups that provide needed services to our community; and

WHEREAS, the City desires to contract with RSVP to perform certain voluntary services for various non-profit agencies and groups.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and RSVP agree as follows:

1. **Responsibilities.** RSVP agrees to perform the following services pursuant to this agreement:

(A) Provide volunteer services of persons 55 years of age and older to various non-profit agencies and groups in response to community needs.

(B) Meet with volunteers to determine areas of interest and talents for placement with non-profit organizations.

(C) Provide recognition to the volunteers for their efforts.

(D) Maintain documentation on reimbursement of volunteer expenses relating to travel and insurance.

(E) Provide staff, equipment and supplies to continue the program.

2. **Compensation.** In consideration of RSVP performing the services provided for in this agreement, the City agrees to pay RSVP Ten Thousand Dollars (\$10,000.00). Such amount to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2007.

4. **Limitation.** RSVP hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and RSVP notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

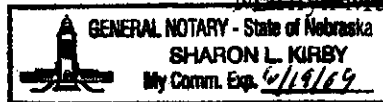
By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

RETIRED SENIOR VOLUNTEER
PROGRAM, a non-profit agency,

By: *Lois Stienike, Ex Director*
Marilyn Mueller, Senior Corps Director

STATE OF NEBRASKA)
COUNTY OF HALL) ss)



On September 20th, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lois Stienike, Senior Corps Director for the Retired Senior Volunteer Program, a Non-Profit Agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Sharon L. Kirby
Notary Public

R E S O L U T I O N 2006-297

WHEREAS, the City is authorized by state law to contract with Retired Senior Volunteer Program, a non-profit agency, to provide volunteer services of persons 55 years of age and older to various non-profit agencies and groups that provide needed services to our community; and

WHEREAS, the City desires to enter into a contract with Retired Senior Volunteer Program to provide such services; and

WHEREAS, the City shall provide funding to Retired Senior Volunteer Program in the amount of \$10,000 during fiscal year 2006-2007 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Retired Senior Volunteer Program to provide volunteer services of persons 55 years of age and older to various non-profit agencies and groups in response to community needs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G16

#2006-298 - Approving Agreement for Funding with the Senior Citizens Industries, Inc.

See memo from Consent Agenda Item G-8.

Staff Contact: David Springer

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **SENIOR CITIZENS INDUSTRIES, INC.**, a Nebraska non-profit corporation, hereinafter referred to as "SCI".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-255 to contract with state agencies, political subdivisions, and private non-profit agencies to plan, initiate, operate, maintain, administer funding for, and evaluate facilities, programs and services designed to meet the needs of elderly persons; and

WHEREAS, SCI provides a variety of services to elderly and handicapped individuals; and

WHEREAS, the City desires to contract with SCI to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and SCI agree as follows:

1. **Responsibilities.** SCI agrees to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

2. **Compensation.** In consideration of SCI performing the services provided for in this agreement, the City agrees to pay SCI Fifteen Thousand Dollars (\$15,000.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2007.

4. **Limitation.** SCI hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2006-2007 fiscal year.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and SCI notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

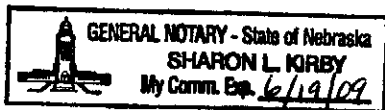
SENIOR CITIZENS INDUSTRIES, INC.,
a Nebraska non-profit corporation,

By: *Lois Stienike*
Lois Stienike, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On 9/21/2006, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lois Stienike, Executive Director of the Senior Citizens Industries, Inc., a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Sharon L. Kirby
Notary Public

R E S O L U T I O N 2006-298

WHEREAS, the City is authorized by state law to contract with Senior Citizens Industries, Inc., a Nebraska non-profit corporation, to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals; and

WHEREAS, the City desires to enter into a contract with Senior Citizens Industries, Inc. to provide such services; and

WHEREAS, the City shall provide funding to Senior Citizens Industries in the amount of \$15,000 during fiscal year 2006-2007 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Senior Citizen Industries, Inc. to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G17

#2006-299 - Approving Cooperative Service Field Agreement with the United States Department of Agriculture, Wildlife Services for Wildlife Damage Control

Staff Contact: Paul Bresino

Council Agenda Memo

From: Paul M. Briseno

Meeting: October 10, 2006

Subject: Cooperative Service Field Agreement with the United States Department of Agriculture, Wildlife Damage Control

Item #'s: G-17

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

Background

According to the United States Department of Agriculture, starlings have been associated with numerous disease organisms transmissible to humans and livestock. Health concerns include Salmonella, E. coli, perpetuate a fungus soil known as Histoplasmosis, as well as a West Nile carrier.

Starlings also cause multiple filth, noise, and odor issues with a high density flock population numbering 60,000 last winter. Their droppings consist of uric acid that can corrode stone, metal and masonry. These birds produce an average of 8 offspring a year rapidly multiplying the population.

Although not always a true migratory bird, some starlings will migrate up to several hundred miles, while others may remain in the same general area throughout the year. Grand Island residents notice the starling population every fall/winter because of their feed and roost in flock habits.

The City of Grand Island has contracted with the USDA to thin the starling population in years past. DRC-1339 is the chemical used by the USDA. This chemical is species specific and very effective in treating large populations of starlings.

Discussion

The USDA is requesting a contract for the services of controlling the starling population in Grand Island using toxicant DRC-1339 for the amount of \$5,846. Since the City of

Grand Island started the thinning process in 2004, multiple communities throughout Nebraska have contracted with the USDA for similar services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the contract with the USDA.

Sample Motion

Motion to to approve the cooperative service field agreement with the USDA wildlife services for wildlife damage control in the amount of \$5,846.00.

COOPERATIVE SERVICE FIELD AGREEMENT
between

CITY OF GRAND ISLAND

and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage control project, as described below:

CONTROL STARLINGS FOR THE CITY OF GRAND ISLAND USING TOXICANT DRC-1339.

(Species, location, type of damage, service WS will provide.)

ARTICLE 2

Authority exists under the Animal Damage Control Act of 1931 (7 USC 426-426b and 426c, as amended) and the Rural Development, Agriculture and Related Agencies Appropriation Act, 1988 (P.L. 100-202), to cooperate with states, individuals, public and private agencies, organizations and institutions to control wildlife damage.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage control service.
2. The Cooperator will reimburse the U. S. Department of Agriculture the sum of **\$ 5,846.00** to cover the costs listed below:
3. Payment will be made by check payable to **U. S. Department of Agriculture** by mutually agreed upon date.
4. The monies received by APHIS-WS will be used for wildlife damage control activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. Control activities will be conducted in accordance with applicable Federal, State and local laws and regulations.
6. Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with WS for the purpose of controlling wildlife damage.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of the Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS-WS will hold the Cooperator harmless from any liability arising from the negligent act of omission of a government officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Cooperator, his employees, agents or subcontractor(s). Such relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.

ARTICLE 6

The Agreement shall become effective up cooperator's signature and shall continue in effect until completion or termination of project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, deposit necessary funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

City of Grand Island
Attn: Mr. Paul Briseno
City Hall
100 East First Street
Grand Island, NE 68802

Cooperator's Signature

Date

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

State Director's Signature

Date

RESOLUTION 2006-299

WHEREAS, the starling population continues to create health concerns within the City of Grand Island; and

WHEREAS, according to the United States Department of Agriculture, starlings have been associated with numerous disease organisms transmissible to humans and livestock; and

WHEREAS, in the past, the City of Grand Island has contracted with the United States Department of Agriculture, Wildlife Damage Control, to thin the starling population in Grand Island by using the chemical DRC-1339, which is species specific; and

WHEREAS, the cost of contract services by the United States Department of Agriculture, Wildlife Damage Control, is in the amount of \$5,846.00; and

WHEREAS, it is in the best interest of the City of Grand Island to enter into a contract with the United States Department of Agriculture, Wildlife Damage Control, to control the population of starlings.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract between the City of Grand Island and the United States Department of Agriculture for population control of starlings is here by approved at a cost of \$5,846.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G18

#2006-300 - Approving City Council Meeting Schedule for 2007

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: October 10, 2006
Subject: City Council Meeting Schedule for 2007
Item #'s: G-18
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Chapter 2 specifies that Regular Meetings of the City Council shall be held in the Council Chambers of City Hall on the second and fourth Tuesdays of each month beginning at 7:00 p.m. City Council approved Ordinance No. 9009 on September 27, 2005 amending Chapter 2 of the Grand Island City Code allowing Study Sessions to be held at the discretion of the City Council.

Discussion

The City Clerk has prepared the proposed 2007 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 9, 2007.

Alternatives

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

1. Move to approve the 2006 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2006 meeting schedule to meet the wishes of the Council
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the proposed 2007 City Council meeting schedule.

Sample Motion

Motion to approve the 2007 City Council meeting schedule as proposed.

PROPOSED 2007 CITY COUNCIL MEETINGS

2007 City Council Meetings

January 9, 2007
January 23, 2007
February 13, 2007
February 27, 2007
March 13, 2007
March 27, 2007
April 10, 2007
April 24, 2007
May 8, 2007
May 22, 2007
June 12, 2007
June 26, 2007
July 10, 2007
July 24, 2007
August 14, 2007
August 28, 2007
September 11, 2007
September 25, 2007
October 9, 2007
October 23, 2007
November 13, 2007
November 27, 2007
December 4, 2007
December 18, 2007

R E S O L U T I O N 2006-300

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council of the City of Grand Island, Nebraska will meet in the Council Chambers, 100 East First Street at 7:00 p.m. on the below-mentioned dates:

2007 City Council Meetings:

January 9, 2007
January 23, 2007
February 13, 2007
February 27, 2007
March 13, 2007
March 27, 2007
April 10, 2007
April 24, 2007
May 8, 2007
May 22, 2007
June 12, 2007
June 26, 2007
July 10, 2007
July 24, 2007
August 14, 2007
August 28, 2007
September 11, 2007
September 25, 2007
October 9, 2007
October 23, 2007
November 13, 2007
November 27, 2007
December 4, 2007
December 18, 2007

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G19

#2006-301 - Approving Air Quality Control System Engineering Services

Staff Contact: Gary R. Mader;DaleShotkoski

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, Interim City Attorney

Meeting: October 10, 2006

Subject: Air Quality Control System Engineering Services –
Utilities Department

Item #'s: G-19

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

Background

Federal regulation issued in the Clean Air Mercury Rule (CAMR) requires the installation of additional monitors on coal fired power plants, to be operational by January 1, 2009. This is a new monitoring technology and the Electric Department solicited proposals for consulting engineering assistance in meeting this federal deadline. Black and Veatch was awarded the engineering contract for mercury monitor procurement and installation at the City Council meeting of September 12, 2006.

Installation of monitors is only the first step in meeting the requirements of the CAMR regulation. With the installation of the emission monitoring equipment, power plants will then be required to reduce mercury emissions. The exact amount of emission reduction is not yet set by NDEQ, as the regulation is not yet finalized, but it is estimated that at least a 35% reduction may be required in 2010, just one year after emission monitors are placed in service. An additional reduction of at least 35% is included in the regulation for 2018.

At present, the science to construct mercury emissions monitors that provide accurate results, and emissions control equipment capable of achieving the regulated reductions is in the development stage. There are a number of pilot plants in service trying different approaches to removal, (such as carbon injection, limestone scrubbing, and coal treatment), but none are yet proven or generally accepted in the utility industry. The regulation mandate is driving the science.

Additional Background: Mercury is a naturally occurring element that is widely distributed around the world. U.S. power plants account for about 1% of the total mercury emissions in the world. Natural emissions such as volcanic eruptions and the

oceans are estimated to contribute about 33% (by EPA) or up to 55% from other scientific sources.

Discussion

In order to comply with the Mercury Regulation, the Utilities Department solicited proposals from engineering firms specializing in all phases of air quality control systems. Given the as yet unproven nature of mercury control systems, the strategy for compliance will have to be developed with the consultant as the science evolves. Plant engineering staff has estimated that installation cost of the current technology of mercury control equipment is approximately \$5,000,000, with a delivery time of three years. Anticipated projects foreseen as a part of mercury regulation compliance include;

- Engineering evaluations of various emission control systems
- Economic evaluations
- Engineering design for control system installation at PGS
- Specification preparation
- Construction management
- Emission control system performance testing
- Environmental certifications and permitting.

The strategy for compliance is to define successive tasks for the consultant as the science matures and the long term compliance strategy can be determined. The consultant would be required to submit a detailed work plan and a not-to-exceed cost for each task; that submittal to be evaluated in detail by Utility engineering staff.

Responses to the RFP were received from two qualified engineering firms:

Black & Veatch	Kansas City, MO
Sargent & Lundy	Chicago, ILL

The proposals for service were reviewed and evaluated by Power Plant staff having extensive experience in these matters; the Assistant Utilities Director, Production Engineer and Environmental Specialist. The proposal from Black & Veatch was evaluated as being more complete in scope and most responsive to the solicitation for services.

Alternatives

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

1. Move to approve the Air Quality Control System Engineering Services
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 Air Quality Control System Engineering Services to Black & Veatch of Kansas City, MO.

Sample Motion

Motion to approve the contract from Black & Veatch of Kansas City, MO, for the Air Quality Control System Engineering Services as submitted.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
AIR QUALITY CONTROL SYSTEM ENGINEERING SERVICES**

RFP DUE DATE: September 7, 2006 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: August 22, 2006

NO. POTENTIAL BIDDERS: 2

SUMMARY OF PROPOSALS RECEIVED

Black & Veatch Corporation
Overland Park, KS

Sargent & Lundy
Chicago, IL

cc: Gary Mader, Utilities Director
Pat Gericke, Utilities Admin. Assist.
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

Bob Smith, Assistant Utilities Director
Karen Nagel, PGS Secretary
David Springer, Finance Director
Sherry Peters, Legal Secretary

P1109

**Agreement for
Air Quality Control Engineering Services
in Support of Mercury Rule Implementation**

Between

The City of Grand Island

And

Black & Veatch Corporation

October 2006

Contents

Article 1 – Effective Date

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Article 21 – Third Party Rights

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Agreement
For
General Engineering Services

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

Witnesseth:

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

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

WHEREAS, Engineer is prepared to provide the Services:

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

Article 1 – Effective Date

The effective date of this Agreement shall be the date that Owner executes this Agreement.

Article 2 – Governing Law

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

Article 3 – Services to be performed by Engineer

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

Article 4 – Compensation

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

Article 5 – Owner's Responsibilities

Owner shall be responsible for all matters as mutually agreed during project meetings.

Article 6- Changes

It is the desire of the parties to keep changes in the scope of Services at a minimum.

The parties recognize, however, that such changes may become necessary and agree that they shall be handled in accordance with this Article. Owner may initiate a change by advising Engineer in writing of the change believed to be necessary. As soon thereafter as practicable, Engineer shall prepare and forward to Owner a cost estimate of the change that shall include the adjustment to Engineer's compensation, schedule of

payments, project schedule, and completion date applicable thereto. Engineer shall be reimbursed for the costs incurred to prepare such estimate. Owner shall advise Engineer in writing of its approval or disapproval of the change. If Owner approves the change, Engineer shall perform the Services as changed. Engineer may initiate changes by advising Owner in writing that in Engineer's opinion a change is necessary. If Owner agrees, it shall advise Engineer and, thereafter, the change shall be handled as if initiated by Owner.

Article 7 – Standard of Care

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

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

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

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

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

Article 8 – Liability and Indemnification

8.1 General

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

8.2 Indemnification

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

8.3 Consequential Damages

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

8.4 Survival

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

8.5 Total Liability

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

Article 9 - Insurance

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

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

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

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

Article 10 – Limitations of Responsibility

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

Article 11 – Opinions of Cost and Schedule

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

Article 12 – Reuse of Documents

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

reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Article 13 – Termination

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

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

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

Article 14 – Delay in Performance

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

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

Article 15 – Communications

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

Engineer: Black & Veatch Corporation
P.O. Box 8405
Kansas City, Missouri 64114
Attn: Gary D. Morrow
Vice President

Owner: City of Grand Island Nebraska
110 East 1st Street
P.O. Box 1968
Grand Island, Nebraska 68801
Attn: Gary R. Mader
Utilities Director

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

Article 16 – Waiver

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

Article 17 – Severability

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

Article 18 – Integration

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

Article 19 – Successors and Assigns

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

Article 20 – Assignment

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the

written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

Article 21 – Third Party Rights

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

Article 22- Limitations

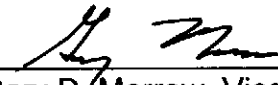
The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding the breach of contract, tort including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

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

CITY OF GRAND ISLAND

By _____
Mayor Jay Vavricek

BLACK & VEATCH CORPORATION

By  _____
Gary D. Morrow, Vice President

Date _____

Date 10-2-06

EXHIBIT A

AGREEMENT FOR AIR QUALITY CONTROL ENGINEERING SERVICES
IN SUPPORT OF MERCURY RULE IMPLEMENTATION

Between

City of Grand Island

And

Black & Veatch Corporation

A. Scope: The scope of work shall be as described in the following sections of Black & Veatch proposal 273926 Section 2 (attached).

B. Schedule: A project schedule will be mutually developed and agreed which will support compliance with the Clean Air Mercury Rules Phase I program scheduled for implementation in 2010.

C. Compensation: Compensation shall be on a time-and-material basis. Expenses for travel and living costs will be billed at actual cost plus 5%. Charges for all other expenses, including computer expenses, will be at \$6 per hour. The Schedule of Labor Rates is attached:

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

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

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

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

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

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

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

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

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

* Non-exempt.

** Selected positions are non-exempt.

Rates are subject to annual adjustment.

RESOLUTION 2006-301

WHEREAS, Federal regulation issued in the Clean Air Mercury Rule (CAMR) will require power plants to reduce mercury emissions by at least 35% in 2010; and

WHEREAS, the science to construct mercury emission control equipment capable of meeting the regulatory deadline is still in the developmental stages; and

WHEREAS, the strategy for compliance will have to be developed as the science evolves; and

WHEREAS, in order to comply with the CAMR, the City of Grand Island invited proposals for air quality control system engineering services in accordance with a Request for Proposals on file with the Utilities Department; and

WHEREAS, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Black & Veatch of Kansas City, Missouri, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Black & Veatch of Kansas City, Missouri, air quality control system engineering services 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, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G20

**#2006-302 - Approving Discontinuation of Water Main District
454 - Parkview Subdivision**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: October 10, 2006

Subject: Consideration of Repeal of Water Main District 454 –
Parkview Subdivision - Ordinance No. 9062

Item #'s: G-20

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

Background

Ground water polluted by industrial solvents continues to spread eastward across the southern portion of the City. The leading edge is now south of Grand Avenue and west of August Street, crossing the Park-View Subdivision. The City received a petition from property owners within the Park-View Subdivision requesting the extension of City water service to their area to provide an alternative to their private wells. The District was designed to install water lines in Park Drive, Commerce Avenue, and Pioneer Blvd.

Discussion

Ordinance 9062 provided for the creation of Water Main District 454. The proposed project would have installed 8" diameter water mains to serve the 102 lots within the District's boundary. The project was designed as an assessment district, the Department's standard method for installing water lines at the request of area property owners in developed areas. The district was subject to a 30 day protest period. All owners of record title within the District's boundary were notified of the creation of the District and advised of the protest provisions. The protest period for District 454 ended at 5:00 p.m., Thursday, September 28, 2006. Protests received represent 63.60% of the front footage of the District. Attached for reference is a plat indicating the District's boundaries and the protests received. Per Nebraska statute 16.667.01 R.R.S. 1943, if protest is received from property owners representing more than 50% of the front footage in the District, that District may not be continued.

Alternatives

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

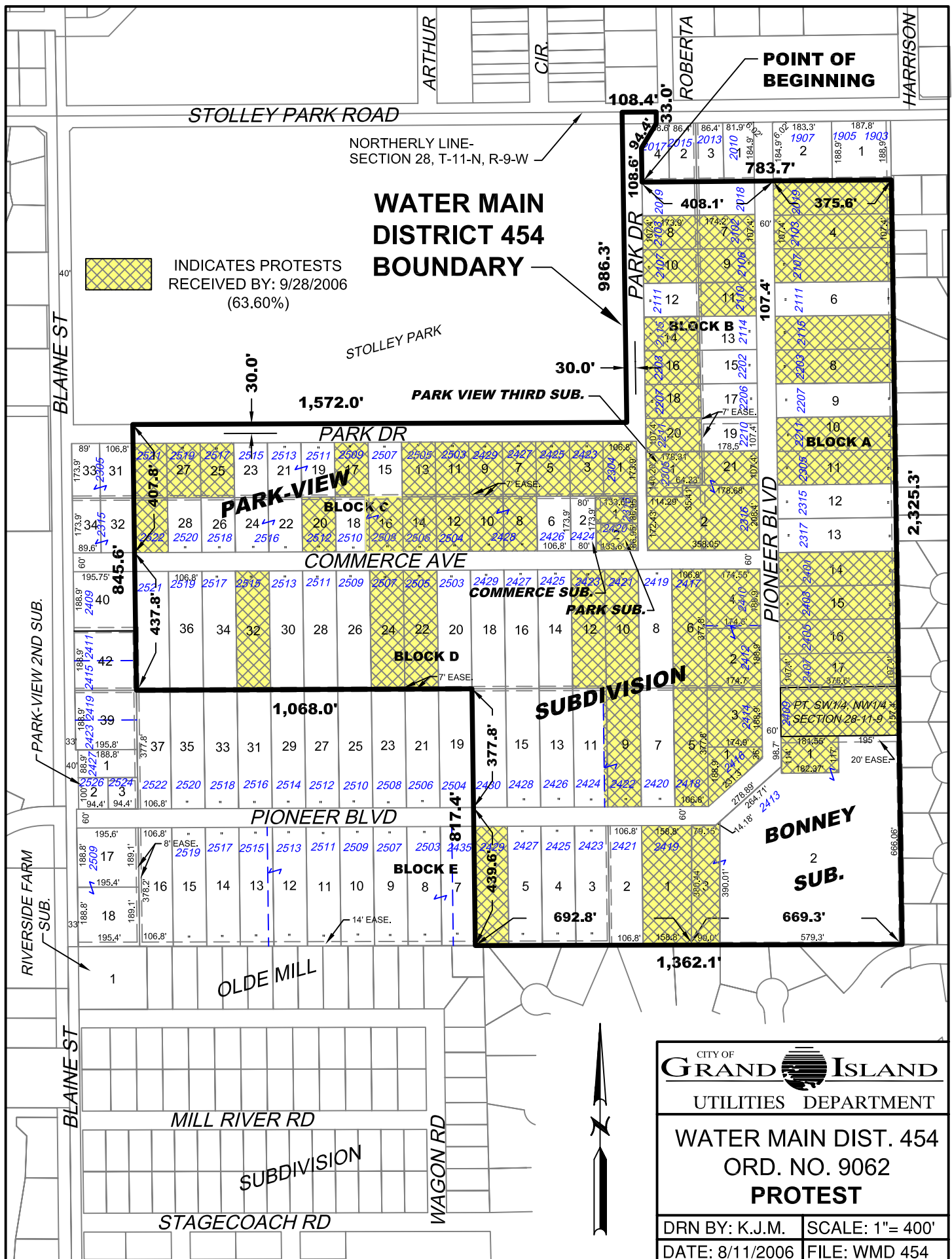
1. Repeal Ordinance 9062 creating Water Main Districts 454
2. Refer the issue to committee
3. Postpone the issue to a future date
4. Table the issue

Recommendation

City Administration recommends that the Council repeal Water Main District 454, in accordance with state statutes.

Sample Motion

Motion to repeal Ordinance #9062, creating Water Main District 454.



* This Space Reserved for Register of Deeds *

RESOLUTION 2006-302

WHEREAS, Water Main District No. 454 was created by Ordinance No. 9062 on August 22, 2006; and

WHEREAS, notice of the creation of Water Main District No. 454 was published in the *Grand Island Independent*, in accordance with the provisions of Section 16-619, et seq., Neb. Rev. Stat. 1943; and

WHEREAS, Section 16-620, Neb. R.R.S. 1943, provides that if owners of record title representing more than 50% of the front footage of the property abutting or adjoining the streets, avenues or alleys, or parts thereof to be improved in any district shall file with the City Clerk within thirty days from the first publication of said notice written objections to the water main district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, protests were filed with the City Clerk against the creation of Water Main District No. 454 by abutting property owners representing 63.60% of the total district frontage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that sufficient protests having been filed with the City Clerk against the creation of Water Main District No. 454, such district should not be continued and the ordinance which created said district shall be repealed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G21

**#2006-303 - Approving General Electric Technical Information
Letter Proposal - Utilities Department**

Staff Contact: Gary R. Mader;DaleShotkoski

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, Interim City Attorney

Meeting: October 10, 2006

Subject: Authorization for General Electric to Proceed with
Implementation of Gas Turbine TIL's 1275 and 1537

Item #'s: G-21

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

Background

Gas Turbines 2 and 3 at Burdick Station are the combustion turbines that were installed in 2003. These units are operated primarily during the summer when City electric demands exceed the capacity of the Platte Generating Station. The design of the combustion turbines allows them to be started and stopped on a daily basis to support peak hourly demands. These units were manufactured by General Electric, who will periodically issue Technical Information Letters (TIL's) regarding operational or maintenance issues based on feedback from their user fleet. GE recently issued TIL's 1275-1R2 and 1537-1 that discuss problems with three other units that experienced excessive gas fuel flow at startup. The excessive fuel flow has resulted in minor explosions in the exhaust ducts, resulting in the units being removed from service. As a result of these cases, GE issued urgent TIL's advising of modifications to Gas Turbine control systems that will monitor and inhibit a unit start when the conditions for an excessive fuel flow event exist. These modifications are to be performed at the first available opportunity.

Discussion

The required modifications to the control systems require a review of the control logic programming and parameters that are slightly different for every unit. After this review, the appropriate revisions must be determined, downloaded into the system, and proper function verified. As GE is the manufacturer of these units, GE designed the control systems and performed the operational tuning during the initial startup, and are the only resource for the engineering expertise required to perform this modification. GE has provided a price of \$50,000 to perform the control system engineering for both of the

Burdick units. Because of our operational requirements, GT's 2 and 3 are subject to frequent unit starts, which is the situation for which these TIL's were issued. Therefore, the plant staff highly recommends that the GE proposal be authorized and the modifications implemented.

Alternatives

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

1. Move to approve the Authorization for General Electric to Proceed with Implementation of Gas Turbine TIL's 1275 and 1537.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue presented in this motion.

Recommendation

City Administration recommends that the Council authorize GE Energy, Inc., from Loveland, Colorado, to perform the engineering design and installation of Gas Turbine TIL's 1275 and 1537 for a price of \$50,000.

Sample Motion

Motion to approve the price of \$50,000 from General Energy Co., Inc., for the engineering design and installation of Gas Turbine TIL's 1275 and 1537 as submitted.

City Of Grand Island
Grand Island
68801
Grand Island, NE , 68801

Proposal No: OC1275-G06-0009

Date: October 6, 2006

Attention: Roger Frandsen

Subject: Implementation of TIL1275

Dear Sirs,

GE Energy is pleased to provide this quotation for City Of Grand Island for the supply of the items listed herein, in response to your recent enquiry.

Should you have any questions or require any additional information please do not hesitate to contact the undersigned.

Yours sincerely

For and on behalf of GE International Inc. (GEII)

Bill Geisler

Sales Manager

1. SUMMARY

GE Energy is pleased to provide City Of Grand Island with this proposal for the implementation of TIL 1275 on gas turbine serial numbers: 810409 810410 with Mark V (or Mark VI) control system(s).

1.1 PROPOSED SCOPE AND PRICING

Proposed Scope: TIL1275 Excessive Gas Fuel Flow @ Start-Up for Mark V and Mark VI

City Of Grand Island should use the following four (4) diagnostic monitoring guidelines during start-up to ensure safe reliable operation of their unit(s). These include P2 High prior to ignition sequence, P2 Very High during the ignition sequence, P2 Low during the ignition sequence, and ignition sequence greater than 10 seconds.

The TIL control software monitors the P2 pressure condition during startup and takes corrective action as required. Although the automated software monitors and takes the appropriate action, it is imperative to maintain and continue the operation and maintenance practices recommended in this TIL and GER-3620. It is also necessary to monitor the P2 pressure during startups, especially after maintenance service to the gas vales (SRV/Control Valves).

Bypassing the automated protection sequence to detect high P2 pressure during start-up or failing to follow the other recommendation mentioned in this TIL risks an excessive fuel gas flow at the beginning of the ignition sequence that can potentially lead to a combustible mixture in the exhaust plenum and an uncontrolled energy release event.

Please review the attachment for the benefits of implementing this TIL.



T12751r2.pdf

Project Definition

On a per unit basis, a GE engineer will perform a manual line-by-line review of the existing Mark V and / or Mark VI operation code. This review will allow the engineer to determine if there are space limitations, that can be alleviated by using pre-assigned alarms, constants, logics, etc to be used for the Excessive Gas Fuel Flow software.

These alarms, constants, logics, etc will be configured per TIL1275 monitoring software to provide safe reliable operation of the gas turbine. The software will include P2 High prior to ignition sequence, P2 Very High during the ignition sequence, P2 Low during the ignition sequence, ignition sequence greater than 10 seconds, and Gas Leak Test.

This new functionality will be interlaced with the existing start checks, trips, and valve sequencing. For example, the Gas Leak Test tests, prior to startup and after flameout of the unit, leakage across the auxiliary stop valve (when applicable), across the stop valve, and then across the control valves. This leads to early warning detection of leaky valves before the unit attempts to fire. If a large enough leak is detected, the startup is stopped or upon shutdown a future start is inhibited.



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Each unit's software will be documented per the TIL 1275 changes, tested at the factory, and provided with a site checkout procedure for the Control Specialist Engineer to exercise the installed software.

The customer will be provided an electronic copy of the updated unit files on per unit basis for a Field Engineer to install. During the installation, the Field Engineer will exercise off-line and on-line test and submit the data back to the factory for final review and approval.

Project Data Required from Site

The following data is required back from the site Master HMI Server prior to the start of the cycle time for supplying this new software:

- For Mark VI Systems: M6B File
- For Mark V Systems: F: Unit 1 File

Exclusions

Craft labor and / or Training

Assumption and Clarifications

The installation of the new software at site will be performed on Time & Material basis at published rates.

Cycle time is dependent upon receipt of current site configuration data. A GE Project Manager will be assigned after receipt of the order and will provide instructions for the download and transfer of site data as necessary. Site services to download the data are not included in this offering.

Pricing

We are pleased to offer this quote for upgraded software for implementing TIL 1275 on all Gas Turbines (unit serial numbers 810409 810410 for the following price

Item	Qty	Description	Price
1	Lot	TIL1275 Excessive Fuel Gas Flow @ Start-up	\$ 50000

Note: The above price is in US Dollars, and does not include taxes or duties.

1.2 PROJECT SCHEDULE

Release for Shipment is expected to be 10 weeks after receipt of order. The projects delivery is based on receipt of complete site data as described in the SITE DATA REQUIRED WITH ORDER section



above within 2 weeks of PO receipt from the customer. Failure to receive the data within two weeks of PO receipt may delay the delivery cycle. If print approvals are required, delivery will be extended by additional time to release drawings to manufacturing.

The schedule is a best estimate based on current factory loading and lead times. GE will be willing to discuss better delivery dates to meet customer outage schedules. Delivery schedules will be agreed between GE and City Of Grand Island on acceptance of purchase order. City Of Grand Island and GE Project Managers shall develop and concur on a detailed project schedule after site kick off meetings.

A plant outage is required for TIL1275 installation. Installation will be performed on a Time and Material Basis according to current published rates (Attachment B). It is estimated that the installation and testing of TIL1275 will take approximately 4 hours per unit by a GE I&FS Specialty Engineer. The installation activities and project delivery schedule shall be coordinated with GE Project Manager and Service Manager.

1.3 DELIVERY TERMS

Seller shall deliver Products to Buyer EXW Seller's facility, place of manufacture or warehouse (Incoterms 2000). For all export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2000). Title to Products shipped from the U.S. shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S with risk of loss transferring to Buyer upon title passage.

1.4 TERMS OF PAYMENT

Our proposal is based upon the following payment schedule.

100% Shipment of Software

All payments are net 30 days

1.5 TERMS AND CONDITIONS

This proposal and commercial offer are subject to the below terms.

- Form ES104 (rev02) GE Terms And Conditions for Sale And Lease Of Products And Services attached.
- GE Software License Addendum To Terms And Conditions For Sale And Lease Of Products And Services

1.6 PURCHASE ORDER ADDRESS DETAILS

Upon the Buyer's decision to submit a purchase order, please address the Purchase order to:

GE International Inc. (GEII)
3800 N Wilson Ave
Loveland CO 80538
Attn: Bill Geisler - Sales Manager

1.7 VALIDITY



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This Proposal will remain valid for 30 days from the date indicated in the cover page and may be modified or withdrawn at any time by the Seller prior to receipt of Buyer's acceptance.

Prices quoted are based on the Assumptions and Clarifications and the Responsibilities Matrix as described in the Proposal Basis and performed according to the Terms and Conditions referenced or provided herein. If there are negotiated terms for this particular customer or project, the negotiated terms shall prevail.

1.8 TRANSFER TO SUBSIDIARY OR AFFILIATED COMPANY

Seller may assign or transfer its rights and obligations regarding this proposal, in part or in whole, to one or more of the General Electric Inc. wholly owned subsidiaries upon written notice to Buyer setting forth the effective date of such assignment or transfer. Upon the effective date of such assignment or transfer, all of the rights and obligations of Seller under this Contract shall vest solely in the General Electric Inc subsidiaries. Buyer agrees to execute such documents as may be necessary to effect the assignment or transfer. Seller guarantees the performance of the General Electric Inc subsidiaries after the assignment or transfer takes effect. The delegation or assignment by Buyer of any or all of its duties or rights under this order without Seller's prior written consent shall be void.

1.9 TRADEMARK NOTICE

Product and company names utilized in this document are trademarks or trade names of their respective companies.

1.10 DEFINED TERMS

The following terms shall have the meanings set forth below as used throughout this Proposal.

"Buyer" means the entity to which Seller's proposal is directed, namely City Of Grand Island

"Buyer's Equipment" or "Unit(s)" means Buyer's equipment into which the Parts will be installed and on which the Services will be performed.

"Contract" means the contract between Seller and Buyer resulting from this Proposal.

"Contract Price" or "Proposal Price" means the price to be paid by the Buyer to the Seller under this Proposal or any resulting Contract for the Parts and Services.

"Parts" means the equipment, parts, materials, supplies, components and other goods, which Seller has identified in this Proposal.

"Primary Services" means such planning, management, Technical Advisory Services, labor, tools and incidental goods necessary to install the Parts identified herein and to move, install, assemble, modify, repair, modernize, start-up and/or maintain the Buyer's Equipment, in connection with any of the foregoing.

"Seller" means, GE International Inc. (GEII)

"Services" means all the Primary Services and the Supplementary Services to be performed or provided by Seller under this Proposal.

"Site" means the premises where the Buyer's Equipment is located.

"Supplementary Services" means any of the following, which are identified by Seller in this Proposal:



Engineering Study/Inspection/Test, meaning system design and/or analysis of equipment or systems which can be performed in a repair service shop or at the Site by competent, experienced personnel using special techniques, instruments or devices with the objective of reporting opinions or recommendations related to the current condition and future serviceability of the equipment or system.

Such other services as the parties agree in writing will be performed as Supplementary Services.

"Technical Advisory Services" or "Field Engineering Services" means technical advice and counsel from Technical Advisors or Field Engineers provided by Seller based on Seller's current engineering, manufacturing, installation and operation practices as applicable to the Parts. To the extent specified in this Proposal, such services may also include testing, adjustment, programming and other similar services. Unless otherwise specified in this Proposal, "Technical Advisory Services" / "Field Engineering Services" do not include supervision or management of Buyer's employees, agents, or other contractors.

This proposal and commercial offer are subject to the below terms.



2. ATTACHMENTS

- Form Es104 (Rev 2): Terms And Conditions For Sale And Lease Of Products And Services
- Form Es104 (Rev 1): Software License Addendum To Terms And Conditions For Sale And Lease Of Products And Services



Form ES104 (Rev 2): TERMS AND CONDITIONS FOR SALE and LEASE OF Products and Services

NOTICE: Sale or Lease of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon Seller unless agreed to in writing by Seller; provided however, that no pre-printed facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any oral or written representation, warranty, course of dealing or trade usage not contained in these Terms and Conditions or the Contract shall not be binding on either party. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation or Contract, any quotation by Seller shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's acceptance.

DEFINITIONS. UNLESS SELLER OTHERWISE AGREES:

Buyer means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means the documents that comprise the agreement between Buyer and Seller for the sale or lease of Products or Services, including these Terms and Conditions and any other documents incorporated therein by reference, such as, the final quotation, the agreed scope(s) of work, and Seller's order acknowledgement.

"Hazardous Materials" means any chemical, substance, material or emission that is or may be regulated, governed, listed or controlled pursuant to any international, national, federal, provincial, state or local statute, ordinance, order, directive, regulation, judicial decision or other legal requirement applicable to the Site as a toxic substance, hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, pesticide, radioactive material, regulated substance or any similar classification, or any other chemical, substance, emission or material, including, without limitation, petroleum or petroleum-derived products or by-products, regulated, governed, listed or controlled or as to which liability is imposed on the basis of potential impact to safety, health or the environment pursuant to any legal authority of the United States or the country of the Site.

"Leased Equipment" means all Products Seller has agreed to lease to Buyer under the Contract, as well as all equipment of Seller which will be located at the Site during all or some portion of the term of the Contract without Seller's personnel present, such as remote diagnostic equipment.

"Products" means all equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract, including Leased Equipment and Refurbished Parts.

"Refurbished Parts" means used Products that have been repaired and/or reconditioned by Seller for resale.

Seller means the entity providing Products or performing Services under the Contract.

"Services" means all services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are delivered or Services are performed, not including Seller's premises from which it performs remote Services.

"Terms and Conditions" means these Terms and Conditions for Sale and Lease of Products and Services.

2. PAYMENT. EXCEPT AS OTHERWISE AGREED TO BY SELLER IN WRITING, AND UPON APPROVED CREDIT, THE FOLLOWING PAYMENT TERMS APPLY:

2.1 Buyer shall pay Seller all invoiced amounts in U.S. dollars, without right of set-off, within 30 days from date of invoice. Seller shall be entitled to payment of all charges associated with Seller's performance of Services as the Services are performed. For each Product with a price of U.S. \$500,000 or more, partial payments of the contract price shall be made as invoiced starting upon order placement, such that 80% of the Contract price is received before scheduled shipment. Buyer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by applicable law, whichever is less, on any past-due amount for each calendar month (or fraction thereof) that the payment is overdue and all costs of Seller's collection efforts including reasonable attorney's fees.

2.2 Unless otherwise agreed in the Contract, in any transaction in which Buyer and Seller are domiciled in separate countries, Buyer shall establish an irrevocable, unconditional, sight letter of credit allowing for pro-rata payments for partial deliveries, storage, export shipment, price adjustments, cancellation or termination, and all other payments due from Buyer under the Contract and certification of the charges and grounds for such payment. The letter of credit shall be (a) confirmed by a bank that is acceptable to Seller, (b) payable at the counters of the confirming bank and (c) opened sixty (60) days prior to the earliest scheduled shipment and (c) remain in effect until ninety (90) days after the latest scheduled shipment. Buyer shall pay all banking charges. Seller will not begin performance until the letter of credit becomes operative. Buyer will increase the amounts and/or extend the validity period(s) and make appropriate modifications to any letter of credit within five business days of Seller's notification that such increase or extension is necessary to provide for payments to become due.

2.3 If at any time Seller reasonably determines that Buyer's financial condition does not justify the continuation of Seller's performance, Seller may require full or partial payment in advance or shall be entitled to suspend or terminate the Contract.

3. TAXES AND DUTIES. Unless otherwise specified in the Contract, Seller shall be responsible for and pay directly, all corporate and individual taxes measured by net income or profit imposed by any governmental authority on Seller, its employees or subcontractors due to the execution of any agreement or the performance of or payment for work hereunder ("Seller Taxes"). Buyer shall be responsible for and pay directly when due and payable all taxes, duties, fees, or other charges of any nature (including, but not limited to, ad valorem, consumption, excise, franchise, gross receipts, import, license, property, sales, stamp, storage, transfer, turnover, use, or value-added taxes, and any and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto), other than Seller Taxes, imposed by any governmental authority on Seller or its employees or subcontractors due to the execution of any agreement or the performance of or payment for work hereunder ("Buyer Taxes"). All payments due and payable by Buyer to Seller hereunder shall be made in the full amount of the Contract price, free and clear of all deductions and withholding for Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts to Seller to cause the amounts Seller actually receives, net of deducted or withheld Buyer Taxes, to equal the full Contract price. Buyer shall provide to Seller within one month accurate official receipts from the appropriate governmental authority for deducted or withheld taxes.

4. DELIVERY; TITLE TRANSFER; RISK OF LOSS; STORAGE.

4.1 for shipments within the country of origin or manufacture and for u.s. exports, seller shall deliver products to Buyer exw seller's facility, place of manufacture or warehouse (incoterms 2000). For all other export shipments, seller shall deliver products to Buyer fca port of export (incoterms 2000). Buyer shall pay all delivery costs and charges or reimburse seller for shipping charges plus 25%. Except for those obligations that are consistent with incoterms 2000 specifically stated above, seller shall not be liable in any claim asserted by Buyer with respect to delivery. Partial deliveries will be permitted. If products delivered do not correspond in quantity, type or price to those itemized in the invoice for the shipment, Buyer will so notify seller within 10 days after receipt. Seller may deliver any or all products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by seller of all materials and information necessary to proceed with the work without interruption.

4.2 Title to Products shipped from the U.S. shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. For this purpose, the parties acknowledge that the territorial seas of the U.S. extend to twelve nautical miles from the baseline of the country determined in accordance with the 1982 United Nations Convention of the Law of the Sea. Title to Products shipped from within the country where Products will be installed shall pass to Buyer when Products are made available for shipment from the manufacturer's factory or the storage facility utilized by Seller. Title to Products shipped directly from a European Union ("EU") manufacturer or a EU storage facility outside the country where the Product will be installed shall pass to Buyer the earlier of (i) the port of export immediately after the Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the EU sending country. Title to Products to be shipped from any other country shall pass to Buyer at the port of export immediately after the Products have been cleared for export. Title to Services shall pass to Buyer as performed. Notwithstanding the foregoing, for any software provided by Seller hereunder, only the license to the software transfers as set forth herein, and title to Leased Equipment shall remain at all times with Seller.

4.3 Notwithstanding Section 4.1 above, in all events risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products cannot be shipped to or received by Buyer when ready due to any cause not attributable to Seller, Seller will notify Buyer and then may ship Products to a storage facility, including a facility within the place of manufacture, or to an agreed freight forwarder. If Seller places Products in storage or if Products are detained at any port, the following conditions shall apply: (i) title and all risk of loss or damage shall immediately pass to Buyer if they had not already passed; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be payable upon presentation of Seller's invoices; (iii) all expenses and charges incurred by Seller, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, demurrage, removal and any taxes shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due hereunder, Seller shall resume delivery of Products to the originally agreed point of delivery.

4.5 Buyer shall bear the sole risk of loss for Buyer's equipment during the term of the Contract, whether at the Site, the Seller's facility or in transit from the Seller's facility. If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for transporting the equipment to and from Seller's



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facility. Buyer shall reimburse Seller at Seller's then current storage rate if the equipment remains at Seller's facility beyond 10 days after notification that the Services have been completed.

5. Excusable Delays. Seller shall not be liable nor in breach or default of its obligations under the Contract to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay. If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment.

6. Compliance with Laws, Codes and Standards. 6.1 Seller represents that the Products will be produced in compliance with applicable fair labor standards laws, occupational safety and health laws, and laws related to nonsegregation and equal employment opportunity.

6.2 The Contract price, delivery and performance dates and any performance guarantees will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change in industry specifications, codes, standards, applicable laws or regulations.

6.3 Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not transship, re-export, divert or direct Products other than in and to the ultimate country of destination specified on Buyer's order or declared as the country of ultimate destination on Seller's invoice, except as permitted by applicable laws and regulations.

6.4 Notwithstanding any other provisions, Buyer shall timely obtain any required authorization, such as an export license, import license, foreign exchange permit, work permit or any other governmental authorization, even if Seller applies for the authorization. Buyer shall be solely responsible for obtaining, maintaining and/or effectuating any governmental authorizations or notifications, including, without limitation, the submission and approval of a spill prevention and control plan, oil processing notification, and required air permit modifications, if any, required for the lawful performance of the Services at the Site.

7. WARRANTY.

7.1 Seller warrants to Buyer that (i) the Products shall be shipped free from defects in material, workmanship and title and (ii) the Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Unless Seller expressly agrees otherwise in writing, any items not manufactured by Seller (including incidental materials and consumables used in the Services) shall carry only the warranty that the original manufacturers provide, and Seller gives no warranty on behalf of the manufacturers of such items. Furthermore, used Products other than Refurbished Parts shall be sold "as is."

7.2 Unless otherwise stated in the Contract, the warranty period for Products shall be one year from first use or 18 months from delivery, whichever occurs first, except that software and baghouses, precipitators and other particulate collection equipment are warranted for 90 days from delivery. If Services include installation or direction of installation of heavy duty gas and steam turbine parts, the warranty period for each such part shall be one year after completion of installation or four years from the date of delivery, whichever occurs first. Unless otherwise stated in the Contract, the warranty period for Services shall be one year from completion, except for software related Services, which shall have a warranty period of 90 days from completion, and repair Services, which shall have warranty periods as follows: centrifuges and underground mine equipment - 30 days; pumps, compressors, instrumentation, communication, x-ray and control devices - 90 days; and other mechanical equipment - 180 days.

7.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing within the warranty period. Seller shall thereupon (i) at Seller's option, repair or replace the defective Products or (ii) re-perform the defective Services. If in Seller's reasonable judgment the Product cannot be repaired or replaced or the Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for that portion of Products or Services that do not meet the above warranties. Any repair, replacement or reperformance by Seller hereunder shall not extend the applicable warranty period. The parties shall mutually agree on the specifications of any test to determine the presence of a defect.

7.4 Buyer shall bear the costs of access (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of Products to Seller and back to Buyer.

7.5 These warranties and remedies are conditioned upon (a) the proper storage, installation, operation, and maintenance of the Products and conformance with the proper operation instruction manuals provided by Seller or its suppliers or subcontractors, (b) Buyer keeping proper records of operation and maintenance during the warranty period and providing Seller access to those records, and (c)

modification or repair of the Products or Services only as authorized by Seller. Seller does not warrant the Products or any repaired or replacement parts against normal wear and tear or damage caused by misuse, accident, or use against the advice of Seller. Any modification or repair of any of the Products or Services not authorized by Seller shall render the warranty null and void.

7.6 This Article provides the exclusive remedies for all claims based on failure of or defect in Products or Services, whether the failure or defect arises before or during the applicable warranty period and whether a claim, however described, is based on contract, warranty, indemnity, tort/extracontractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

8. LIMITATION OF LIABILITY.

8.1 The total liability of Seller for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed (a) the Contract price or (b) if this Contract is in the form of a frame or master agreement under which Buyer places an order with Seller for the Products and Services to be purchased, (i) the final price of the particular order under which the specific Products or Services giving rise to the claim are supplied or performed or (ii) ten thousand US dollars (US\$10,000) if the claim is not part of any particular order. Seller's liability shall terminate upon the expiration of the applicable warranty period, provided that Buyer may enforce a claim that accrued prior to that date by commencing an action or filing an arbitration, as applicable under the dispute resolution clause, before the expiration of the applicable statute of limitations or repose, but not later than one year after the expiration of such warranty period.

8.2 Seller shall not be liable for loss of profit or revenues, loss of product, loss of use of Products or Services or any associated equipment, interruption of business, cost of capital, cost of cover, downtime costs, increased operating costs, claims of Buyer's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages.

8.3 If Buyer is supplying Seller's Products or Services to a third party, Buyer shall require the third party to agree to be bound by this Article. If Buyer does not obtain this agreement for Seller's benefit, Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims made by the third party in excess of the limitations and exclusions of this Article.

8.4 Seller shall not be liable for any advice or assistance that is not required under the Contract.

8.5 For the purposes of this Article, the term Seller shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their agents and employees, individually or collectively.

8.6 The limitations and exclusions in this Article shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extracontractual liability (including negligence), strict liability or otherwise.

8.7 Buyer's and Seller's rights, obligations and remedies arising out of or relating to the Products or Services are limited to those rights, obligations and remedies described in this Contract. This Article shall prevail over any conflicting or inconsistent terms in the Contract, except to the extent that such terms further restrict Seller's liability.

9. Dispute Resolution, Governing Law. 9.1 Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be resolved in accordance with this paragraph and will be settled, if possible, by negotiation of the parties. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management of each party, to be held within twenty (20) business days after giving notice. If the dispute is not resolved within thirty (30) business days after the date of the meeting of higher management, or any later date to which the parties may agree, either party may submit to arbitration or court depending on Buyer's pertinent place of business, as follows:

(a) If Buyer's pertinent place of business is in a country other than the U.S., the dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules, which are incorporated by reference into this clause. The number of arbitrators shall be one unless the amount in dispute exceeds the equivalent of U.S. \$1,000,000, in which event it shall be three. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. The single arbitrator or the Chairman may not be a national or resident of the country of the Site or the countries in which either party is organized or has its principal place of business, unless both parties otherwise agree. The seat, or legal place, of arbitration shall be London, England. The arbitration shall be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.



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(b) If Buyer's **pertinent place of business is in the U.S., any claim, legal action or proceeding (including without limitation claims for set-off or counterclaim) regarding the dispute shall be brought in the U.S. District Court for the Northern District of Georgia, or in the event that court lacks jurisdiction to hear the claim, in the appropriate state courts of Cobb County, Georgia, and the parties irrevocably consent to the exclusive jurisdiction of those courts for such claims. Each party submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to its person and property, and irrevocably consents to the service of process in connection with any such action or proceeding by personal delivery to the party or by registered or certified mail, postage prepaid, to its address for notice under the Contract.**

9.2 Notwithstanding the terms above, each party has the right at any time, at its option and where legally available, to commence an action or proceeding in a court of competent jurisdiction to apply for interim or conservatory measures, but not monetary damages.

9.3 The validity, performance and all matters relating to the interpretation and effect of the Contract and all further documents executed pursuant to it shall be construed and interpreted in accordance with the laws, excluding the rules on the conflict or choice of laws, of (i) the State of New York, U.S., if the Buyer has its pertinent place of business in the U.S., or (ii) England and Wales if the Buyer has its pertinent place of business outside of the U.S. If the Contract includes the sale of Products and the Buyer has its pertinent place of business outside of the U.S., the United Nations Convention on Contracts for the International Sale of Goods shall apply.

10. CONFIDENTIALITY.

10.1 In connection with the Contract, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with "Confidential Information." "Confidential Information" means (a) all pricing for Products and Services, (b) all terms of the Contract, (c) all information that is designated in writing as "confidential" or "proprietary" by the Disclosing Party at the time of written disclosure, and (d) all information that is orally designated as "confidential" or "proprietary" by the Disclosing Party at the time of oral disclosure and is confirmed to be "confidential" or "proprietary" in writing within 10 days after oral disclosure. The obligations of this Article shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its representatives or its affiliates; (ii) is or becomes available to the Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party; (iii) is independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law, a valid legal process or a government agency; or (v) is approved for disclosure in writing by an authorized representative of the Disclosing Party.

10.2 The Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and permitted use(s) and maintenance of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees, agents or financing parties who have a need to know for Buyer to perform its obligations under the Contract or to use and maintain Products or Services, and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Article. Confidential Information shall not be reproduced without the Disclosing Party's written consent, and the Receiving Party shall return all copies of Confidential Information to the Disclosing Party upon request except to the extent that the Contract entitles the Receiving Party to retain the Confidential Information. Seller may also retain one copy of Buyer's Confidential Information until all its potential liability under the Contract terminates.

10.3 If either party or any of its affiliates or representatives is required by law, legal process or a government agency to disclose any Confidential Information, that party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of this Article. In the event that efforts to secure confidential treatment are unsuccessful, Seller may lawfully revise the Confidential Information to make it nonproprietary or to minimize the loss of its proprietary value.

10.4 Nothing in this Article grants the Receiving Party any license under any invention, patent, trademark or copyright now or later owned or controlled by the Disclosing Party.

10.5 Buyer shall not disclose Confidential Information to Seller unless it is required to do so to enable Seller to perform work under the Contract. If Buyer does disclose Confidential Information, Buyer warrants that it has the right to disclose the information, and Buyer shall indemnify and hold Seller harmless against any claims or damages resulting from improper disclosure by Buyer.

10.6 As to any individual item of Confidential Information, the restrictions of this Article shall expire the earlier of five (5) years after the date of disclosure or three (3) years after termination or expiration of the Contract.

10.7 This Article does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

11. HEALTH AND SAFETY MATTERS.

11.1 Buyer shall take all necessary precautions, at all times, for the health and safety of Seller personnel at the Site. These include, but are not limited to: providing to seller for review, and instructing seller's personnel regarding, Buyer's safety practices; proper and safe handling of, and protection of Seller's personnel from exposure to, Hazardous Materials; energization and de-energization of all power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out procedures; and conducting periodic safety meetings.

11.2 Seller may, from time to time, conduct safety audits to ensure the existence of safe site and working conditions and make recommendations to Buyer concerning them. Whether or not Seller conducts safety audits or makes recommendations, Buyer will remain responsible for providing a work environment that is safe and that complies with all applicable legal requirements. Buyer will make its local medical facilities and resources available to Seller personnel who need medical attention, for the duration of their needs. Under no circumstance will Seller personnel be required to work more than any maximum time periods allowed by applicable law.

11.3 If, in Seller's reasonable opinion, the safe execution of the Contract at the Site is, or is apt to be, imperiled by security concerns, local conditions, war (declared or undeclared), armed conflict or threatened conflict, civil unrest, terrorist acts or threats, threat to safety or well-being of the Site or personnel or Seller's persons or interests, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the Site, suspend performance of all or any part of the Contract, and/or transfer such performance and supervise it at a location solely determined by Seller. Buyer shall assist in any evacuation. Any delay that results shall be considered excusable.

11.4 Before issuing its purchase order, Buyer shall advise Seller in writing of all applicable Site-specific rules, regulations, safety codes, and laws that apply to Products and Services.

11.5 Operation of Buyer's equipment is the responsibility of Buyer. If Buyer requires or permits Seller's personnel to operate Buyer's equipment at the Site, Buyer shall indemnify and save Seller, its employees and agents, harmless from expense and liability (including reasonable attorneys' fees) incurred by or imposed upon Seller, its employees and agents, based upon exposure to Hazardous Materials, injury to persons (including death) or damage to property resulting from operation of equipment at the Site by Seller personnel. Buyer shall not require Seller personnel to work on other projects or equipment during the term of the Contract.

12. Site Access and Conditions; Hazardous Materials. 12.1 Buyer shall provide Seller access to the Site and any other facilities free of charge, including the operating and development environment and information, as necessary for Seller's performance of the Contract. Prior to Seller starting any work at the Site, Buyer will (i) provide documentation that identifies any existing Hazardous Materials on or about the Site, and (ii) allow Seller, at its option, access to the Site to perform or have performed a Site evaluation, including without limitation, a review of applicable documents and visual examination of the Site. Whether or not Seller conducts any evaluation, Seller will have no responsibility or liability for existing Site conditions.

12.2 Seller shall promptly, and, if feasible, before such conditions are disturbed, notify Buyer in writing of: (i) subsurface, latent physical or other conditions at the Site, including but not limited to Buyer's health and safety requirements, differing materially from those indicated in the Contract or otherwise disclosed by Buyer, and (ii) previously unknown physical conditions at the Site, including archeological remains, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Buyer shall promptly investigate those conditions. If it is determined that any conditions do materially differ and cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, the parties shall make an equitable adjustment in price and schedule and modify the Contract in writing accordingly.

12.3 If, at the Site, Seller encounters Hazardous Materials that require special handling or disposal, Buyer shall immediately take whatever precautions are required to eliminate legally the hazardous conditions so that the work under the Contract may safely proceed. Seller shall not be obligated to commence or continue work until Buyer causes the hazardous conditions to be removed. If any such Hazardous Materials cause an increase in Seller's cost of or time required for performance of any part of the work, the parties shall make an equitable adjustment to the price and schedule and modify the Contract in writing accordingly. Buyer agrees to properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

12.4 Buyer shall indemnify and hold Seller harmless for any and all claims, damages, losses, causes of action, demands, judgments and expenses arising out of or relating to any Hazardous Materials which are or were (i) present on or about the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on the Site by parties other than Seller.



13. Termination and Suspension. 13.1 Buyer may terminate the Contract (or any portion thereof) for cause if Seller: (i) substantially breaches a material obligation which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice (or such extended period as is considered reasonable by the parties), to either (1) commence and diligently pursue cure of the breach, or (2) provide reasonable evidence that the breach has not occurred; or (ii) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws. If Buyer terminates the Contract as provided in this Section: (a) Buyer shall pay to Seller all portions of the Contract price allocable to work performed (for example, the price for Products completed or partially completed before the termination), Lease Fees incurred, and all Services performed at the Seller's then-current standard time and material rates; and (b) Seller shall pay Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably paid by Buyer to another supplier for that scope.

13.2 Seller shall have the right to suspend or terminate the Contract (or any portion thereof) immediately for cause if: (i) Buyer becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; (ii) there is an excusable delay (as per Section 5 above) lasting longer than 120 days; (iii) any representation or warranty made by Buyer herein or in any document or certificate furnished by Buyer in connection herewith proves to be incorrect in any material respect; or (iv) Buyer materially fails to comply with any terms of the Contract, including but not limited to, failure to make any payment when due or to fulfill any payment conditions.

13.3 If the Contract (or any portion thereof) is terminated for any reason other than those set forth in Section 13.1 above, Buyer shall pay Seller for all Products completed or partially completed, Lease Fees incurred, and Services performed before the effective date of termination, plus a cancellation charge equal to 15% of the Contract price allocable to the uncompleted Products, unfinished Lease Term and unperformed Services. The following shall apply when determining the amount due from Buyer for Services performed before the date of termination: (i) for Services performed under time and material pricing, Buyer shall pay for all hours performed at Seller's then-current standard time and material rates and (ii) for Services performed under a firm fixed price, Buyer shall pay (a) the applicable price for all milestones achieved and (b) for any milestone not yet achieved, all hours performed in connection with the unachieved milestone(s) at Seller's then-current standard time and material rates.

13.4 Buyer shall pay any reasonable expenses incurred by Seller in connection with a suspension or termination, including expenses for repossession, fee collection, demobilization/remobilization or costs of storage during suspension upon submission of Seller's invoice(s). Performance of Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

14. SOFTWARE, LEASED EQUIPMENT, REMOTE ENVIRONMENTAL SERVICES, REMOTE DIAGNOSTIC SERVICES, PCB SERVICES, EPC SERVICES.

14.1 If Seller provides any software to Buyer, the terms of this Contract shall apply including the Software License Addendum. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the terms of this Contract shall apply including the Lease Agreement Addendum. If Seller provides any remote environmental Services to Buyer, the terms of this Contract shall apply including the Remote Environmental Services Addendum. If Seller provides any remote diagnostic services to Buyer, the terms of this Contract shall apply including the Remote Diagnostic Services Addendum. If Seller provides any PCB Services to Buyer, the terms of this Contract shall apply including the PCB Services Addendum. If Seller provides any EPC Services to Buyer, the terms of this Contract shall apply including the EPC Services Addendum. If there is any conflict between these terms and the terms of any applicable addendum, the terms of the addendum shall prevail.

14.2 If Seller performs Services related to Seller's own proprietary software, Buyer agrees that Seller owns all proprietary rights, including, but not limited to any patent, copyright, trade secret, trademark and other proprietary rights, in and to that software and any work derived from that software ("Derivative Work"). "Derivative Work" is (i) any work that is based upon one or more pre-existing work, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, extension or any other form in which such pre-existing work may be recast, transformed, or adapted, and that, if prepared without the authorization of the owner of the copyright to such pre-existing work, would constitute a copyright infringement and (ii) any compilation that incorporates such a pre-existing work. Buyer shall have only a "right to use" license to a Derivative Work for internal business purposes and shall not disclose, sell, lease, distribute, or otherwise transfer the Derivative Work to any third party except as may be permitted by these terms or as approved in writing by Seller.

14.3 For the purposes of this Article, Seller means Seller, its affiliates, and their successors or assigns.

15. INTELLECTUAL PROPERTY INDEMNIFICATION.

15.1 Subject to the terms of the Contract, Seller shall indemnify Buyer against any damages, costs and expenses arising out of any suit, claim, or proceeding (a "Claim") alleging that Products or Services infringe a patent in effect in the U.S., an EU member state or country of delivery (provided there is a corresponding patent issued by the U.S. or an EU member state), or U.S. copyright or copyright registered in the country of delivery; provided that: (a) Buyer promptly notifies Seller in writing of any such Claim; (b) Buyer makes no admission of liability and gives Seller sole authority, at Seller's expense, to direct and control all defense, settlement, and compromise negotiations; and (c) Buyer provides Seller with full disclosure and assistance that may be reasonably required to defend any such Claim.

15.2 Seller shall have no obligation or liability with respect to any Claim based upon: (a) any Products or Services that have been altered, modified, or revised; (b) the combination, operation, or use of any Products or Services with other products when such combination is part of any allegedly infringing process; (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim; (d) unauthorized use of Products or Services, including, without limitation, a breach of the provisions of the Contract; or (e) Products or Services made or performed to Buyer's specifications.

15.3 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back Products or Services and refund any fees received by Seller attributable to the infringing Product or Service.

15.4 This states Seller's entire liability for indemnification for patent, trademark, copyright, and trade secret infringement for Products and Services.

15.5 Notwithstanding the foregoing, with respect to any Products or Services, or portions thereof, which are not manufactured/developed by Seller, only the indemnity of the manufacturer/developer, if any, shall apply.

16. Changes. 16.1 Each party may at any time propose changes in the schedule or scope of Products or Services in the form of a draft change order. Some changes requested by Buyer may require analytical or investigative work to evaluate the change, and this evaluation work may be charged to Buyer at prevailing rates. The parties may mutually agree on the length of time within which a decision shall be made regarding the change. If mutually agreed, the changes will be documented in a written document signed by authorized representatives of each party, along with any equitable adjustments in the Contract price or schedule. Seller is not obligated to proceed with the changed schedule or scope until both parties agree in writing. Changes in applicable laws, rules and regulations shall be treated as a change within the meaning, and subject to the requirements, of this Article. Unless otherwise agreed by the parties, pricing for additional work arising from changes in laws, rules and regulations shall be at time and material rates.

16.2 All Products delivered shall conform to Seller's part or version number specified or (at Seller's option) its equivalent or the superseding number subsequently assigned by Seller. If the number ordered is no longer available, Seller is authorized to ship a valid interchangeable Product without notice to Buyer.

17. Inspection and Factory Tests. The quality control exercised by Seller in its manufacture of Products shall be in accordance with Seller's normal quality control policies, procedures and practices. Seller shall attempt to accommodate Buyer's requests to witness Seller's factory tests of Products, if such witnessing can be arranged without delaying the work. Such access shall be limited to areas directly concerned with Products ordered by Buyer and shall not include restricted areas where development work or work of a proprietary nature is being conducted.

18. General Clauses. 18.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity without the written consent of Seller. Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, unless Seller agrees to the use in writing. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damages, injury or contamination, and in addition to any other legal or equitable



rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against any such liability. If Seller agrees in writing to any such use, the parties shall agree upon special terms and conditions that provide Seller protections against nuclear liability and which are acceptable to Seller under the then current laws that apply.

18.2 Seller may assign or novate its rights and obligations under the Contract, in part or in whole, to any of its affiliates without Buyer's consent, and may subcontract portions of the work, so long as Seller remains responsible for it. Buyer agrees to execute any documents that may be necessary to effect Seller's assignment or novation. The delegation or assignment by Buyer of any or all of its duties or rights under the Contract without Seller's prior written consent shall be void.

18.3 Buyer shall notify Seller immediately upon any change in the ownership of more than fifty percent (50%) of Buyer's voting rights or in Buyer's controlling interest. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), or (c) put in place special controls regarding Seller's Confidential Information.

18.4 If any provision of the Contract is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will replace any such

void or unenforceable provision with a new provision that achieves substantially the same practical or economic effect and is valid and enforceable.

18.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 6, 7, 8, 9, 10, 12, 13, 14, 15, 17 and 18.

18.6 The Contract represents the entire agreement between the parties. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing by the parties' authorized representatives.

18.7 For direct and indirect U.S. government contracts only, all Products and Services provided by Seller shall be considered "commercial items" as defined in FAR Part 2, 2.101 and in accordance with FAR 52.244-6. If the reasonableness of the price cannot be established, if cost or pricing data is required for any other reason, or if the Products or Services cannot be considered "commercial items," Seller may cancel the Contract without liability.

18.8 This Contract may be executed in multiple counterparts that together shall constitute one agreement.

18.9 Except as provided in the Article entitled "Limitation of Liability," and in 18.1 above regarding nuclear use, this Contract is for the benefit of the parties and not for any third party



Form ES104 (Rev 0): Software License Addendum To Terms And Conditions For Sale And Lease Of Products And Services

1. Definitions

Unless otherwise agreed to by licensor, the following terms shall mean:

"documentation" means all material, including all printed material and on-line or electronic documentation (excluding training materials), referencing the software and third-party software provided hereunder.

"licensee" means the Buyer as that term is defined in the terms and conditions.

"licensor" means the seller as that term is defined in the terms and conditions.

"software" means licensor's proprietary computer software and software security devices provided by licensor under this license.

"terms and conditions" means licensor's terms and conditions for sale and lease of products and services to which this license is attached.

"third-party software" means any proprietary computer software owned by a third party that licensor may provide to licensee hereunder.

2. License Grant

2.1 subject to the terms of this license, licensor hereby grants to licensee a non-transferrable and nonexclusive license to use the software and documentation, including upgraded, modified or enhanced versions provided by licensor, and to use the third-party software, all for licensee's internal business purposes only.

2.2 licensee has no right to (i) lease, rent, transfer, distribute, sublicense, timeshare, or allow third parties to access the software, documentation, or third-party software, nor assign any rights hereunder to a third party without licensor's prior, written agreement; (ii) disassemble, decompile, reverse engineer, or otherwise attempt to reconstruct or discover the source code of the software or third-party software; (iii) pledge the software or third-party software as collateral or otherwise, or encumber such software or third-party software with any lien or security interest; or (iv) remove any product identification, copyright, trademark, or other notice from the software, documentation or third-party software. If licensee believes that it is entitled to reverse engineer the software as a matter of local law (e.g., the council directive of may 14, 1991, of the council of the european communities, as amended), licensee agrees that it shall first request technical information from licensor. Licensee shall use any technical information delivered by licensor only for purposes of ensuring "interoperability" and compatibility and shall treat such technical information as proprietary information (defined below). Any reverse engineering of the software shall void any warranties or indemnification obligations of licensor and shall automatically release licensor from any obligation to provide support services under this or any separate agreement.

2.3 certain software licensor provides to licensee may contain third-party software, including but not limited to "open source" software. Use of the third-party software and its source code may be governed by separate copyright notices and license provisions, which may be found or identified in the documentation or on the media delivered with the software and which are incorporated by reference into this license. Licensee shall not modify or combine the software and/or any third-party software in any manner that could cause, or could be interpreted or asserted to cause, the software or any modifications thereto to become subject to the terms of any license applicable to third party software. All third-party software provided hereunder is bundled with the products and licensed for use with the products only.

2.4 unless otherwise provided in the contract, licensee shall only have the right to install and use a single copy of the software and third-party software on a single computer workstation for use by a single user.

2.5 licensee may make one (1) copy of the software, documentation, and third-party software for backup purposes only. Licensee must reproduce and include all proprietary rights and copyright notices on any backup copies. Except as authorized under this license, no copies of the software, documentation, or third-party software may be made by licensee or any third party; provided, however, licensee may print on-line software documentation for its own internal use, provided the maximum number of copies may not exceed the number of users licensed hereunder.

3. Support Services; Upgrades

This license does not obligate licensor to provide maintenance and support on any software or third-party software licensed hereunder. Support services are available under separate agreement. If the software is an upgrade of a previous version (provided such upgrade was obtained under a separate support services agreement with licensor or a licensor authorized distributor), licensee may use the upgraded software only in accordance with this license.

4. Verification

During the term of this license and for 3 years thereafter, licensor may upon reasonable notice require that an independent audit of the use of the software and third-party software be conducted during licensee's normal business hours. Upon such notice, licensee shall provide licensor's independent auditor site access and the right to inspect relevant portions of licensee's computer system on which the software and third-party software resides. Licensee agrees to pay promptly: (a) all underpaid license fees and (b) if the underpayment is more than 5% of the license fees paid before audit, all audit costs and expenses.

5. Term And Termination

5.1 the software, documentation, and third-party software shall be considered accepted by licensee upon receipt.

5.2 this license is effective until terminated. Licensor may terminate this license immediately if licensee fails to comply with any of the terms and conditions herein. The license for any software or third party software provided with leased equipment shall terminate concurrently with termination of the lease. Upon termination, licensee shall (a) cease using the software, documentation, and third-party software and (b) certify to licensor within one (1) month of the termination that licensee has destroyed or returned to licensor the software, documentation, and third-party software, and all copies thereof.

6. Ownership

6.1 all software, documentation, and third-party software are licensed and not sold. Licensee agrees that licensor and its suppliers own all proprietary rights, including, but not limited to any patent, copyright, trade secret, trademark, and other proprietary rights, in and to the software, documentation, and third-party software, including any derivative works (defined in the terms and conditions) thereof, and any corrections, bug fixes, and updates to such software, documentation, third-party software, or derivative works. Licensee shall have only a "right to use" license to any derivative works in accordance with the terms of this license.

6.2 for the purposes of this article, the term "licensor" shall mean licensor, its affiliates, and their successors or assigns.

7. Limited Warranties

7.1 licensor warrants, for licensee's benefit alone, that under normal use the media in which the software is embedded shall be free from defects in material and workmanship, for a period of ninety (90) days from the date of delivery of the initial software ("warranty period").

7.2 licensor warrants, for licensee's benefit alone, that during the warranty period, the software will perform substantially in accordance with its documentation. If, during the warranty period, an error occurs (where "error" is defined as a problem caused by an incorrect operation of the unmodified computer code in the software or an incorrect statement or diagram in the documentation that produces incorrect results), licensor will use commercially reasonable efforts to correct such error, provided licensee furnishes licensor with the following: (a) written notice of the warranty claim, including a description of the failure to perform in accordance with the documentation and a specific description of the operating conditions (including the specific software/hardware configuration) under which the failure occurred, and (b) to the extent feasible, a representative sample of inputs for repeating and analyzing the failure. If licensor is unable, after commercially reasonable efforts, to correct the error, licensee's sole remedy shall be termination of this license and a refund of the license fees allocable to the specific nonconforming software that have been paid by licensee to licensor hereunder.

7.3 this article sets forth the exclusive remedies for all claims based on failure of or defect in the software and documentation, whether the failure or defect arises before or during the warranty period and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence) or civil liability, strict liability, or otherwise. The warranties provided herein are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied, or statutory. No implied statutory warranty of merchantability or fitness for a particular purpose shall apply. Without limiting the foregoing, licensor does not warrant that the software or documentation (or licensee's use thereof) will be free from all errors or its use will be uninterrupted.

7.4 any remedial steps taken by licensor hereunder shall not extend the applicable warranty period.

7.5 except as expressly authorized by licensor in writing, all third-party software shall carry only the warranties provided by the owners thereof and licensor gives no warranties for such third-party software.

8. Proprietary Information; Equitable Relief



8.1 all information concerning or embedded in the software (including but not limited to source code and training materials), documentation, and third-party software is confidential and shall be considered licensor's (or its suppliers') proprietary information ("proprietary information") whether or not the information is marked as proprietary information. The proprietary information includes commercially valuable, substantial trade secrets, the design and development of which reflect the effort of skilled development experts and investment of considerable amounts of time and money.

8.2 licensee acknowledges: (a) any use of the software, documentation, or third-party software in a manner inconsistent with this license or (b) any other misuse of the proprietary information of licensor (or its suppliers), will cause immediate irreparable harm to licensor (or its suppliers) for which there is no adequate remedy at law. Licensee agrees that licensor (or its suppliers) shall be entitled to immediate and permanent injunctive relief from a court of competent jurisdiction in the event of any such misuse or threatened misuse by licensee. The parties agree and stipulate that licensor shall be entitled to such injunctive relief without posting of a

bond or other security; provided, however, that if the posting of a bond is a prerequisite to obtaining injunctive relief, then a bond in an amount equivalent to u.s. \$1,000 shall be sufficient. Nothing contained herein shall limit licensor's right to any remedies at law, including the recovery of damages from licensee for breach of this license.

8.3 the confidentiality obligations set forth in the terms and conditions with respect to items of confidential information shall expire, with respect to software and documentation, five years after termination of the contract.

By signing below licensee acknowledges and agrees to the terms and conditions of this license:

By: _____

Name: _____

Title: _____



RESOLUTION 2006-303

WHEREAS, Burdick Station Gas Turbines 2 and 3 are operated using computerized control systems; and

WHEREAS, said Gas Turbines were manufactured by General Electric and installed in 2003, to be operated primarily during the summer when city electric demands exceed the capacity of the Platte Generating Station; and

WHEREAS, General Electric periodically issues Technical Information Letters regarding operating or maintenance issues based on feedback from their user fleet; and

WHEREAS, excessive fuel flow during startups of some units has resulted in minor explosions in the exhaust ducts, resulting in damage and in the units being removed from service; and

WHEREAS, General Electric has issued urgent Technical Information Letters 1275-1R2 and 1537-1, advising that modifications must be performed at the first available opportunity; and

WHEREAS, General Electric is the manufacturer of the pump; and

WHEREAS, it is recommended that General Electric be authorized to proceed with the implementation of Gas Turbine Technical Information Letters 1275-1R2 and 1537-1 in the amount of \$50,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that General Electric of is hereby authorized to proceed with the implementation of Gas Turbine Technical Information Letters 1275-1R2 and 1537-1 in the amount of \$50,000.00 at Burdick Station.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 25, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G22

**#2006-304 - Approving Engineering Services for Platte River
Pumping Station Pump Intake Modifications - Utilities Department**

Staff Contact: Gary R. Mader; DaleShotkoski

Council Agenda Memo

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

Meeting: October 10, 2006

Subject: Engineering Services for Platte River Pumping Station
Pump Intake Modifications

Item #'s: G-22

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

Background

The Utilities Department has periodically retained the services of an engineering consultant to review the City's water system for deficiencies and to assist in planning future requirements. The water system must meet certain operational standards to be suitable both for human consumption and for fire protection. These operational standards include analyzing chemical and microbiological components of the water, and hydraulic testing of the system for flow and pressure characteristics. The consultant also projects future system demands and recommends improvements for pumping and distribution components of the system, as well as groundwater sources.

The last study was conducted in 2001 by CH2MHill, which resulted in a Master Plan for the water system. From this Master Plan, areas of deficiency were noted, as well as general timetables for completing corrective action. If these activities required additional engineering support, detailed proposals were solicited from CH2MHill because of their prior familiarity with the details of the City's water system. Some of the projects previously authorized for this engineering support have been the corrosion control system, modifications to the Platte River Pumping Station, repairs to the Kimball Reservoir, and expansion of Rogers Pumping Station. CH2MHill's past engineering services have been entirely satisfactory.

Discussion

The Pump #3 at the Platte River Pumping Station transfers water from the well field to the Rogers Reservoir Pumping Station for distribution to the City water system. This pump was replaced in 2003 with a larger pump to allow for water capacity additions at the Rogers Reservoir site. This pump experiences cavitation under normal operating

conditions. Long-term operation of a pump under this condition will result in damage and premature failure. Attempts to improve pump hydraulics with the installation of a vortex breaker and cone strainer in the suction piping have produced only limited results. Performance monitoring by CH2MHill and utility staff suggests that the configuration of the pump suction piping may be the source of the cavitation. In response to the Utilities Department's request, CH2MHill prepared a proposal to provide computer modeling of the pump and suction piping for possible corrective action for an estimated cost of \$27,044. Terms would be as stated in the existing Engineering Services Contract. City personnel will do the modifications to the piping.

Alternatives

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

1. Approve the award of Engineering Services for Platte River Pumping Station Pump Intake Modifications
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

The review and design of modifications to the Platte River Pumping Station intake piping would be best performed by an outside consultant with specialized expertise in this engineering area. Department engineering staff has reviewed the proposal from CH2MHill and find it to be satisfactory.

It is the recommendation of City Administration that CH2MHill be authorized to proceed with Engineering Services for Platte River Pump Station Pump Intake Modifications, for an engineering fee of \$27,044.

Sample Motion

Motion to approve the proposal from CH2MHill for Platte River Pumping Station Pump Intake Modifications in the amount of \$27,044.

Scope of Services

City of Grand Island, Nebraska

Platte River Wellfield Pump No. 3 Pump Suction Improvements

Background

The City of Grand Island, Nebraska (CITY) Platte River Wellfield Pumping Station provides raw water to three ground storage reservoirs located within the City limits. This pump station contains three horizontal split case pumps. One of these pumps, Pump No. 3, continues to experience what appears to be cavitation under normal operating conditions. This pump was replaced in late Fall 2003 and was designed to deliver raw water to Rogers Reservoir located on the west side of the City. The pump was taken out of service and inspected in early 2005 due to improvements at the Rogers Reservoir and Pump Station site. While there appears to have been no damage to the pump to date, there are concerns that long term operation of this pump under these conditions could significantly shorten the useful life of this pump.

Attempts to improve system hydraulics through the installation of vortex breaker below the pump suction bell and cone strainer in the suction piping have produced limited positive results. Pump performance testing conducted in April 2005 suggests that the pump is operating on its curve and that the configuration of the pump suction piping may be a primary source of the problem. Based on our current understanding of the pump suction hydraulics, it has been recommended by Tullis Engineering Consultants and CH2M HILL (CONSULTANT) that improvements to the pump suction piping and the wellfield collection basin supply piping be designed and constructed to improve pump suction conditions and reduce the potential for pump cavitation. An alternative to inject air into the suction pipeline upstream of the pump will also be investigated. The intent of this project is to significantly improve system hydraulics; however, it is possible that the proposed modifications may result in no improvements to the operation. The following summarizes the scope of services for the design of the aforementioned improvements. It is assumed that the CITY will procure and construct these improvements.

Task 1 – Design

- 1.1 CONSULTANT shall prepare construction drawings and technical specifications for the construction of improvements to the Platte River Wellfield Pump No. 3 suction piping and collection basin supply piping. CONSULTANT shall provide six copies of drawings and specifications to the CITY for review at the 90 and 100 percent design stages.
- 1.2 CONSULTANT shall perform computational fluid dynamic (CFD) modeling of proposed improvements to evaluate performance of proposed improvements. This analysis shall be performed in combination with Task 1.1 to ensure optimal results are achieved through the design. It is assumed that no more than two (2) CFD model scenarios will be performed.
- 1.3 CONSULTANT shall prepare and provide to CITY an engineer's estimate of probable construction cost.

Task 2 – Regulatory Review

- 2.1 CONSULTANT shall submit, on behalf of the CITY, construction drawings and specifications to the Nebraska Department of Health and Human Services (NHHS) for regulatory compliance review.
- 2.2 CONSULTANT shall provide written responses to comments received by NHHS and submit to NHHS on the CITY's behalf.

Task 3 – Project Management

- 3.1 CONSULTANT shall provide routine project management services including, but not limited to, budget and schedule tracking, project team coordination, progress updates, preparation of invoices, and quality control activities.

Compensation

The estimated cost for design services to complete this scope of services is \$27,044 which will be billed on a time and materials basis in accordance with contract terms and conditions. The cost breakdown is shown in Exhibit A.

Schedule

It is anticipated that the project will be constructed by City staff in the early Spring 2007. The schedule for delivery of final construction documents is anticipated to be January 1, 2007.

Attachment A												
Project: Platte River Wellfield Pump No. 3 - Design of Pump Cavitation Mitigation Measures												
City of Grand Island, Nebraska												
Prepared By: Doug Simon												
Date: September 8, 2006												
Attachment 2												
	Doug Simon	Bill Day	Allen Davis	Mike Monahan	Ranae Decker	Accounting	Labor	Total Labor	Computers & Communications	Other Expenses	Total Expenses	Total Labor & Expenses
Task Description	\$ 140.00	\$ 161.00	\$ 180.00	\$ 100.00	\$ 88.00	\$ 66.00	(hours)	(\$)	(\$)	(\$)	(\$)	(\$)
1.0 Design												
1.1 Drawings & Specifications	4	80		20	8		112	\$ 16,144	\$ 721	\$ 2,200	\$ 2,921	\$ 19,065
1.2 CFD Modeling	4	4	12				20	\$ 3,364	\$ 129		\$ 129	\$ 3,493
1.3 Engineers Estimate		2					2	\$ 322	\$ 13		\$ 13	\$ 335
2.0 Regulatory Compliance												
2.1 Preparation of NHHS Submittal	2					2	4	\$ 412	\$ 26	\$ 1,000	\$ 1,026	\$ 1,438
2.2 Response to NHHS Comments	2	2					4	\$ 602	\$ 26		\$ 26	\$ 628
3.0 Project Management	8	2				8	18	\$ 1,970	\$ 116		\$ 116	\$ 2,086
TOTAL	20	90	12	20	8	10	160					\$ 27,044

R E S O L U T I O N 2006-304

WHEREAS, in 2001, a study was conducted by CH2MHill to review the City of Grand Island's water system for deficiencies and to assist in planning future requirements; and

WHEREAS, as a result of said study, deficiencies were noted and a master plan was created by CH2MHill along with general timetables for completing corrective action; and

WHEREAS, Pump #3 at the Platte River Pumping Station has produced limited results and the pump is in need of repairs to the pump hydraulics; and

WHEREAS, under the direction of the Utilities Department, CH2MHill submitted a proposal to provide engineering services for computer modeling of the pump and suction piping for design of corrective action; and

WHEREAS, CH2MHill submitted a proposal not to exceed the cost of \$27,044.00 for such modeling; and

WHEREAS, past engineering services of CH2MHill have been entirely satisfactory to the Utilities Department of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of CH2MHill to provide engineering services for computer modeling of the pump and suction piping for possible corrective action at the Platte Generating Station is hereby approved at a cost of \$27,044.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G23

#2006-305 - Approving Cleburn Well Superfund Site Public Right-of-Way Access Agreement

Staff Contact: Gary R. Mader; DaleShotkoski

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Steve Riehle, Public Works Director
Dale Shotkoski, Interim City Attorney

Meeting: October 10, 2006

Subject: Cleburn Well Superfund Site
Agreement for Entry to Property

Item #'s: G-23

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

Background

In the mid 80's, routine sampling by the Water Department revealed the presence of Volatile Organic Compound (VOC) ground water contamination in the central part of the City, in the areas around 4th and Eddy. Subsequent investigation defined the contamination area and ultimately resulted in the installation of a ground water remediation system utilizing wells to pump contaminated water to a cleaning system using an air stripping process. That remediation system has been in service since 1998.

Discussion

The EPA requests that the City grant access to public right-of-way in the area of the Cleburn Well Superfund remediation facilities. That access would be used by EPA contractors to extract samples of soils and groundwater to be tested in order to monitor the progress of the remediation program. Most of the sampling would be done using geoprobe equipment, but there may be a need to install permanent monitoring wells in some locations. If monitoring wells are required, EPA would abide by the City's current License Agreement process for locating those and installing them in the Public Right-of-Way. The testing is scheduled for later this fall.

Alternatives

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

1. Move to approve the agreement
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 “Agreement to Allow Entry to Property for Environmental Response Actions”.

Sample Motion

Motion to approve the “Agreement to Allow Entry to Property for Environmental Response Actions”.

AGREEMENT TO ALLOW ENTRY TO PROPERTY
FOR ENVIRONMENTAL RESPONSE ACTIONS AT
CLEBURN STREET WELL SUPERFUND SITE

1. ENTRY

The City of Grand Island ("Grantor"), pursuant to the terms of this Agreement, hereby knowingly consents to and authorizes the United States Environmental Protection Agency ("EPA"), its employees, authorized representatives, agents, and contractors to enter upon and perform environmental response actions upon certain property described below that is part of the Cleburn Street Well Superfund Site. The authority for entry upon the property is pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9604(e) *et seq.*, as amended by the Superfund Amendment and Reauthorization Act of 1986 ("CERCLA").

2. DESCRIPTION

The Property that is the subject of this Agreement includes city easements and rights of way in Grand Island, Nebraska.

3. PURPOSE OF ENTRY

The EPA has requested that Grantor allow EPA and its representatives access to the Property to conduct sampling activities and groundwater monitoring well installation and inspection. The EPA agrees to comply with the substantive provisions of the license agreement process of the Grantor (excluding payment of fees). The license agreement process includes the installation of groundwater monitoring wells within the city limits. The activities to be performed by EPA may include:

A. The performance of a geoprobe survey involving the installation of small, temporary boreholes into the subsurface to allow the collection of soil, soil gas and groundwater samples.

B. The installation of new groundwater monitoring wells. New wells that are installed will be flush mounted with the ground elevation.

C. The monitoring and maintenance of the new wells. This will include the periodic collection of groundwater samples.

4. SPLIT SAMPLES

Grantor acknowledges that EPA offered to provide a portion or duplicate of each sample collected by EPA (split sample) to Grantor. Grantor ACCEPTS/DECLINES (circle one) EPA's offer of split samples.

5. AGREEMENT

A. Grantor agrees to allow the EPA, its employees, contractors and other representatives to enter the Property for purposes of conducting the actions described in Paragraph 3 above.

B. Grantor agrees not to interfere or tamper with any of the activities or work done or equipment described herein, or to undertake any actions regarding the use of said Property which would tend to endanger the health or welfare of the EPA or the environment, or to allow others to use the Property in such a manner, during the term of this Agreement.

C. EPA agrees to take reasonable measures to leave the Property in a condition substantially similar to the condition the Property was in immediately prior to EPA's entry.

D. Grantor agrees to notify EPA of any existing easement or license granted with respect to the Property prior to the date of the Agreement. EPA agrees not to interfere with said easement or license without the consent of the party who granted the easement or license.

6. TERM OF AGREEMENT

This Agreement shall become effective on the date it is signed by EPA, who will sign after the Grantor signs, and shall be effective until EPA notifies Grantor that access is no longer necessary to perform response actions at the Cleburn Street Well Superfund Site.

For Grantor City of Grand Island, Nebraska

Jay Vavricek
Mayor of City of Grand Island, Nebraska

Date: _____

For the United States Environmental Protection Agency

Audrey Asher, Esq.
Senior Assistant Regional Counsel – EPA Region 7

Date: _____

RESOLUTION 2006-305

WHEREAS, in the mid 1980's, testing done by the city's Water Department revealed the presence of Volatile Organic Compound (VOC) ground water contamination, resulting in the installation of a ground water remediation system by the Environmental Protection Agency in 1998; and

WHEREAS, the Environmental Protection Agency is requesting access to the public right-of-way in the area of the Cleburn Well Superfund remediation facilities to extract samples of soils and groundwater in order to monitor the progress of the remediation program; and

WHEREAS, an agreement has been drafted and reviewed and approved by the City Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement to Allow Entry to Property for Environmental Response Actions at Cleburn Street Well Superfund Site between the United States Environmental Protection Agency and the City of Grand Island 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.

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G24

#2006-306 - Approving Subordination Request for 622 West 7th Street (Brenda L. Hack)

Staff Contact: Marsha Kaslon

Council Agenda Memo

From: Marsha Kaslon, Community Development

Council Meeting: October 10, 2006

Subject: Subordination Request for 622 West 7th Street
(Ronald R. Aguilar)

Item #'s: G-24

Presenter(s): Marsha Kaslon, Community Development

Background

The City of Grand Island has a Deed of Trust filed on property owned by Brenda L. Hack at 622 West 7th Street, in the amount of \$22564.00. On July 1, 2005, Community Development Block Grant funds in the amount of \$17,400.00 were loaned to Brenda L. Hack, a single person, to assist in the purchase of a home in the Community Development Block Grant program. The legal description is:

Lot Six (6), Block Sixteen (16), H.G. Clarks Addition, City of Grand Island, NE
Hall County, a/k/a 622 W. 7th Street

The owner is requesting permission to assume a first mortgage, behind which the City would become the second mortgage.

Discussion

The City's current Deed of Trust is junior in priority to a Deed of Trust to Central Bank in the amount of \$22,564.00. A new lien in the amount of \$37,473.58 with Wells Fargo Financial would replace the senior Deed of Trust. By law, the new Deed of Trust would be junior in priority to the City's lien, however the new lender, Wells Fargo Financial has asked the City to subordinate its Deed of Trust to the new Deed of Trust.

The new appraised value of the property is \$55,000 and is sufficient to secure the first mortgage of \$37,473.58 and the City's original mortgage of \$22,564.00. The City's loan of \$22,564.00 will be forgiven if the original owner of the property (Brenda L. Hack)

resides in the house for a period of 10 years from the date the lien was filed which was July 11, 2005. The lien amount decreases 10% per year. (There is \$18,051.20 left on the loan.)

Alternatives

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

1. Approve the Subordination Request.
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

Recommendation

City Administration recommends that the Council approves the Subordination Request.

Sample Motion

Motion to approve the Subordination Agreement with Wells Fargo Financial, placing the City in the junior position to the new Deed of Trust.

SUBORDINATION AGREEMENT

NOTICE; THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 10th day of October, 2006, by Brenda L. Hack, single person, owner of the land hereinafter described and hereinafter referred to as "Owner", and Central Bank, present owner and holder of the Deed of Trust and Note first and hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH:

THAT, WHEREAS, Brenda L. Hack, a single person, DID EXECUTE a Deed of Trust dated July 1, 2005 to the City of Grand Island, covering:

Lot Six (6), Block Sixteen (16), H.G. Clarks Addition, City Of Grand Island, NE Hall County, a/k/a 622 W. 7th Street

To secure a Note in the sum of \$22,564.00 dated July 1, 2005 in favor of the City of Grand Island, which Deed of Trust was recorded July 11, 2005 as Document No. 200506249 in the Official Register of Deeds Office of Hall County (remaining amount owed as of July 11, 2006 is \$18051.20); and

WHEREAS, Owner has executed, or are about to execute, a Deed of Trust and Note in the sum of \$37,473.58 dated July 11, 2006 in favor of Wells Fargo Financial, hereinafter referred to as "Beneficiary" payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Beneficiary is willing to make said loan, provided the Deed of Trust securing the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Beneficiary; and

WHEREAS, it is to the mutual benefit of the parties hereto that Beneficiary make such loan to Owners; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Beneficiary to make the loan above referred to, it is hereby declared, understood, and agreed as follows:

- 1) That said Deed of Trust securing said Note in favor of Beneficiary, and any renewals or extensions thereof shall unconditionally be and remaining all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- 2) That Beneficiary would not make its loan above described without this Subordination Agreement.
- 3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above to the lien or charge of the Deed of Trust in favor of Beneficiary above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- 1) He consents to and approves (i) of all provisions of the Note and Deed of Trust in favor of Beneficiary above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Beneficiary for the disbursement of the proceeds of Beneficiary's loan;
- 2) Beneficiary in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Beneficiary represented that it will, see to the application of such proceeds by the person or persons to whom Beneficiary disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- 3) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Beneficiary above referred to and understands that in reliance upon, and in consideration of this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- 4) An endorsement has been placed upon the Note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Beneficiary above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

By: _____

STATE OF NEBRASKA))
) ss
COUNTY OF HALL)

Sworn and Subscribed to before me this _____ day of _____, 2006.

Notary Public

R E S O L U T I O N 2006-306

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated July 1, 2005 and recorded on July 11, 2005 as Instrument No. 0200506249, in the amount of \$17,400.00, secured by property located at 622 West 7th Street and owned by Brenda Hack, a single person, said property being described as follows:

Lot Six (6), Block Sixteen (16), H.G. Clarks Addition to the City of Grand Island, Hall County, Nebraska.

WHEREAS, Brenda Hack wishes to execute a Deed of Trust and Note in the amount of \$37,473.58 with Wells Fargo Financial to be secured by the above-described real estate conditioned upon the City subordinating its Deed of Trust to their lien priority; and

WHEREAS, the value of the above-described real estate is sufficient to adequately secure both loans.

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Deeds of Trust from Brenda Hack, a single person, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of Wells Fargo Financial, Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ July 25, 2006 <input type="checkbox"/> City Attorney
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City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G25

**#2006-307 - Approving Change Order No. 3 with Chief
Construction for Law Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Captain Robert Falldorf, Police Department
Meeting: October 10, 2006
Subject: Change Order #3 Law Enforcement Center
Item #'s: G-25
Presenter(s): Steven Lamken, Police Chief

Background

The costs of the Law Enforcement Center construction project included \$150,000 in contingency funds for change orders. Additional costs associated with this change order result from the requirement to modify door hardware after the owner's review of the Contractor's submittals and request for changes.

Discussion

The project architects conducted a final review of access control for the center with the command staffs of the Police Department and Sheriff's Office. The review resulted in some minor requests for revisions in access control and hardware resulting in additional costs. The proposal was reviewed and approved by the project architect. Accepting Change Order #3 will reduce the contingency fund for the project by \$816.20 to a total of \$154,262.50. The initial contingency fund amount for the project was set at \$150,000.

Alternatives

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

1. Move to approve Change Order #3.
2. Refer the issue to a committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve Change Order #3 for the Law Enforcement Center.

Sample Motion

Motion to approve Change Order #3 for the construction of the Law Enforcement Center with Chief Construction of Grand Island, Nebraska for a reduction in the contingency fund in the amount of \$816.20.

WILSON ESTES POLICE ARCHITECTS



5799 BROADMOOR
SUITE 520
MISSION, KANSAS 66202
WWW.POLICEARCHITECTS.COM

24 September 2006

Captain Robert Falldorf
GRAND ISLAND POLICE DEPARTMENT
131 South Locust
Grand Island, Nebraska 68801

**Re: Grand Island / Hall County Law Enforcement Center
Change Order No. 3**

Dear Robert,

We have reviewed and recommend acceptance of the accompanying Change Order No. 3.

Change Order No. 3 Summary

Requested By: Wilson Estes Police Architects

Description of Change:

Modifications to door hardware required after review of the Contractor's submittals.

Purpose of Change: Correction to original hardware specification.

Change to Contract Time: No Change

Substantial Completion Date after this Change Order: 20 August, 2007

Original Contract Sum:	7,406,080.00
Contract Sum prior to this change:	7,406,080.00
Change in Contract Sum by this Change Order	0.00
New Contract sum after this Change Order:	7,406,080.00

Original Contingency Allowance:	150,000.00
Contingency Allowance prior to this Change Order:	155,078.70
Change in Contingency Allowance by this Change Order:	-816.20
New Contingency Allowance after this Change Order:	154,262.50

Reference Documents: Contractors Change Request No. CR-3
Contractor Change Request No. APR-7

If you have any questions or require any additional information, please let me know.

Regards,
WILSON ESTES POLICE ARCHITECTS

A handwritten signature in black ink that reads "Tom Zahn". The signature is stylized, with the first name "Tom" written in a cursive-like script and the last name "Zahn" in a more blocky, capital-letter style.

Tom Zahn
Project Manager

Attachments: Contractors Change Request No. CR-3
Contractor Change Request No. APR-7

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 003	OWNER: <input checked="" type="checkbox"/>
Grand Island / Hall County Law Enforcement Center	DATE: September 25, 2006	ARCHITECT: <input checked="" type="checkbox"/>
Grand Island, Nebraska		CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 0412	FIELD: <input type="checkbox"/>
Chief Construction Company	CONTRACT DATE: June 15, 2006	OTHER: <input type="checkbox"/>
2107 North South Road	CONTRACT FOR: General Construction	
Grand Island, Nebraska 68803		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Re: Contractor's Change Request #3 and Architect's Proposal Request #7.

Hardware changes required after submittal review. Refer to attachments.

The original Contract Sum was	\$	7,406,080.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	7,406,080.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	7,406,080.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 20, 2007

The original contingency allowance included in the contract was	\$	150,000.00
The net change to the contingency allowance by previous Change Orders	\$	5,078.70
The contingency allowance prior to this Change Order Was	\$	155,078.70
The contingency allowance will be decreased by this Change Order in the amount of	\$	-816.20
The new contingency allowance including this Change Order will be	\$	154,262.50

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wilson Estes Police Architects

ARCHITECT (Firm name)

5799 Broadmoor, Suite 520, Mission,
Kansas 66208

ADDRESS


BY (Signature)

Tom Zahn

(Typed name)

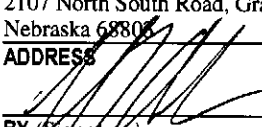
DATE

Chief Construction Company

CONTRACTOR (Firm name)

2107 North South Road, Grand Island,
Nebraska 68803

ADDRESS


BY (Signature)

Grant Ackerman

(Typed name)

DATE

9/25/2006

City of Grand Island

OWNER (Firm name)

100 East 1st Street, Grand Island,
Nebraska 68801

ADDRESS

BY (Signature)

(Typed name)

DATE

RESOLUTION 2006-307

WHEREAS, on May 2, 2006, by Resolution 2006-151, the City of Grand Island awarded a bid in the total amount of \$7,406,080.00 (including alternate bids 2 and 3) for the construction of a Law Enforcement Center to Chief Construction Company of Grand Island, Nebraska; and

WHEREAS, included in the \$7,406,080 bid was a construction contingency of \$150,000;
and

WHEREAS, on August 8, 2006, by Resolution 2006-221, the City of Grand Island approved Change Order No. 2 to correct a discrepancy between the architectural and structural drawings for the project with respect to the use of 16 gauge studs rather than 20 gauge studs for the lobby walls of the facility; and

WHEREAS, at this time it is necessary to modify door access control and hardware; and

WHEREAS, such change has been incorporated into Change Order No. 3, and will result in a decrease the contingency fund by \$816.20, leaving a balance of \$154,262.50 in the construction contingency.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 3 for the construction of the Law Enforcement Center to modify door access control and hardware.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
October 6, 2006	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G26

**#2006-308 - Approving Bid Award for a 2007 Model Tracked
Dozer & Wheel Tractor Scraper (Solid Waste Division)**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 10, 2006

Subject: Approving Bid Award for a 2007 Model Tracked Dozer & Wheel Tractor Scraper (Solid Waste Division)

Item #'s: G-26

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

Background

On August 30, 2006 the Solid Waste Division of the Public Works Department advertised for bids for the purchase of a 2007 Model Tracked Dozer and a Wheel Tractor Scraper for use in the solid waste operations.

Discussion

One bid including three (3) alternatives was received and opened on September 13, 2006. The bid was submitted in compliance with the specifications with no exceptions. The estimate for the Dozer was \$495,000.00 and the estimate for the Scraper was \$660,000.00 for a total estimate of \$1,155,000. The bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Bid Price</i>
Nebraska Machinery Co. Doniphan, NE	None	Western Surety Co.	See Below.

The attached Bid Sheet shows all three alternatives. Bid No. 1 includes pricing and trade-in value for the dozer only. Bid No. 2 includes pricing and trade-in value for the scraper only. Bid No. 3 includes both the dozer and the scraper and is the most cost efficient alternative. The base bid price is \$1,120,146.00 less the trade in value of \$449,650.00 for a total bid price of \$670,496.00 for both units.

There are sufficient funds in account no. 50530043-85615 to fund this purchase.

Alternatives

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

1. Move to approve the purchase of the 2007 Dozer and Scraper.
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 Dozer and the Scraper from Nebraska Machinery Co., of Doniphan, Nebraska.

Sample Motion

Motion to approve the purchase of a 2007 Model Tracked Dozer and a Wheel Tractor Scraper from Nebraska Machinery Co., of Doniphan, Nebraska in an amount of \$670,496.00 for both units.



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: September 13, 2006 at 11:00 a.m.

FOR: (1) 2007 Model Tracked Dozer with Waste Handler Arrangement
&/or (1) 2007 Model Wheel Tractor Scraper with Tandem Engines

DEPARTMENT: Public Works

ESTIMATE: \$495,000.00 Dozer
\$660,000.00 Scraper

FUND/ACCOUNT: 50530043-85615

PUBLICATION DATE: August 30, 2006

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: Nebraska Machinery Co.
Doniphan, NE

Bid Security: Western Surety Co.

Exceptions: None

Bid Price: (See Attached Bid Sheet)

cc: Steve Riehle, Public Works Director
Danelle Collins, PW Admin. Assist.
Dale Shotkoski, Purchasing Agent

Bud Buettner, Assist. Public Works Director
Gary Greer, City Administrator
Sherry Peters, Legal Secretary

P1110

BID SHEET

ONE (1) 2007 MODEL TRACKED DOZER WITH WASTE HANDLER ARRANGEMENT AND ONE (1) 2007 MODEL WHEEL TRACTOR SCRAPER WITH TANDEM ENGINES

The undersigned bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the furnishing of the specified equipment to the City of Grand Island, Nebraska hereby proposes to furnish and deliver such equipment FOB Grand Island, Nebraska, at the following price:

Bid #1: One (1) 2007 Model Tracked Dozer with Waste Handler Arrangement

Base Price * (Including all customer support agreement requirements)	\$ 485,110.00
Less Trade-In	\$ 76,000.00
TOTAL BID PRICE	\$ 409,110.00
Delivery Date	90-120 days
Repurchase Agreement:	
4 years or 8,000 hours	\$ 197,733.00
5 years or 10,000 hours	\$ 169,485.00

Bid #2: One (1) 2007 Model Wheel Tractor Scraper with Tandem Engines

Base Price*	\$ 640,254.00
Less Trade-In	\$ 300,000.00
TOTAL BID PRICE	\$ 340,254.00
Delivery Date	30-45 days
Repurchase Agreement:	
4 years or 4,000 hours	\$ 394,142.00
5 years or 5,000 hours	\$ 358,311.00

Bid #3: One 2007 Model Tracked Dozer with Waste Handler Arrangement and One (1) Model Wheel Tractor Scraper with Tandem Engines

Base Price* (Including all customer support Agreement requirements for the Tracked Dozer)	\$ 1,120,146.00
Less Trade-In	\$ 449,650.00
TOTAL BID PRICE	\$ 670,496.00
Delivery Date	30-45 days
Repurchase Agreement:	90-120 days
Dozer: 4 years or 8,000 hours	\$ 197,733.00
5 years or 10,000 hours	\$ 169,485.00
Scraper: 4 years or 4,000 hours	\$ 394,142.00
5 years or 5,000 hours	\$ 358,311.00

* Note: The City of Grand Island Solid Waste Division does not pay Federal, State, or City tax; do not include tax in your pricing.

RESOLUTION 2006-308

WHEREAS, the City of Grand Island invited sealed bids for one Tracked Dozer and one Wheel Tractor Scraper for the Solid Waste Division of the Public Works Department, according to specifications on file at the Public Works Department; and

WHEREAS, on September 13, 2006, bids were received, opened and reviewed; and

WHEREAS, Nebraska Machinery of Doniphan, Nebraska, submitted a bid, including three alternatives, in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$449,650.00 for the Dozer and \$670,496.00 for the Scraper, for a total bid of \$1,120,146.00; and

WHEREAS, such bid is below the estimate for said Tracked Dozer and Wheel Tractor Scraper.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Machinery of Doniphan, Nebraska, in the amount of \$1,120,146.00 for a Tracked Dozer and Tractor Scraper is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G27

**#2006-309 - Approving Certificate of Final Completion for
Sanitary Sewer Project No. 2006-S-3; Sewer Replacement between
Koenig and Division Streets from Harrison Street to Broadwell
Avenue for Construction of the Wasmer Detention Cell**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 10, 2006

Subject: Approving Certificate of Final Completion for Sanitary Sewer Project No. 2006-S-3; Sewer Replacement between Koenig and Division Streets from Harrison Street to Broadwell Avenue for Construction of the Wasmer Detention Cell

Item #'s: G-27

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

Background

The contract for Sanitary Sewer Project 2006-S-3 was awarded to The Diamond Engineering Company of Grand Island, NE on May 2, 2006. Work commenced on May 15, 2006 and was completed on June 15, 2006.

Discussion

Sanitary Sewer Project 2006-S-3 was completed in accordance with the terms, conditions, and stipulations of the contract, plans, and the specifications. The project was completed on schedule at a construction price of \$45,477.60. Total cost of the project, including contract administration, is \$50,278.17. Costs for the project break down as follows:

Original Bid	\$ 43,475.68
Overruns	\$ 2,001.92
Sub Total (Construction Price)	\$ 45,477.60
Additional Costs:	
Contract Administration,	
<u>Engineering, and Publication Costs</u>	<u>\$ 4,800.57</u>
Total Cost	\$ 50,278.17

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 Sanitary Sewer Project 2006-S-3.

Sample Motion

Motion to approve the Certificate of Final Completion for Sanitary Sewer Project 2006-S-3 with The Diamond Engineering Company of Grand Island, Nebraska.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

SANITARY SEWER PROJECT 2006-S-3
WASMER DETENTION CELL
BETWEEN BROADWELL & HARRISON, KOENIG & DIVISION

CITY OF GRAND ISLAND, NEBRASKA
OCTOBER 10, 2006

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

This is to certify that construction of SANITARY SEWER PROJECT NO. 2006-S-3 has been fully completed by The Diamond Engineering Company of Grand Island, NE under the contract dated May 15, 2006. The construction of this Sanitary Sewer Project 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 Sanitary Sewer Project is hereby accepted for the City of Grand Island, Nebraska, by me, Steven P. Riehle, Public Works Director, in accordance with the provisions of Section 16-650 R.R.S., 1943.

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

Project No. 2006-S-3, Wasmer Detention Cell Between Broadwell & Harrison, Koenig & Division

No.	Description	Quantity	Unit	Unit Price	Total Price
1	Build 8" PVC Sanitary Sewer	355.00	l.f.	\$47.00	\$16,685.00
2	Build 4' Diameter Standard Manhole	2.00	ea.	\$2,900.00	\$5,800.00
3	Build 4' Diameter Manhole Extra Depth	5.00	v.f.	\$276.00	\$1,380.00
4	Remove Asphalt or Concrete Pavement	166.00	s.y.	\$5.50	\$913.00
5	Construct 6" P.C. Concrete Pavement	166.00	s.y.	\$36.00	\$5,976.00
6	Remove Concrete Sidewalk	40.00	s.f.	\$1.20	\$48.00
7	Construct P.C. Concrete Sidewalk	40.00	s.f.	\$4.00	\$160.00
8	Remove Concrete Driveway	0.00	s.y.	\$5.50	\$0.00
9	Construct 5" P.C. Concrete Driveway	0.00	s.y.	\$37.00	\$0.00
10	Pavement Sawcut	82.00	l.f.	\$3.30	\$270.60
11	Remove Manhole	3.00	ea.	\$350.00	\$1,050.00
12	Furnish and Place Gravel	44.00	c.y.	\$30.00	\$1,320.00
13	Furnish & Install 8"x4" tee & connection to existing service line	11.00	ea.	\$835.00	\$9,185.00
14	Plug Abandoned Pipe	3.00	ea.	\$50.00	\$150.00
15	Furnish & Place Class "B" Bedding	35.00	c.y.	\$32.00	\$1,120.00
16	Remove Existing 8" Sewer Pipe	355.00	l.f.	\$4.00	\$1,420.00

Total Contract Cost **\$45,477.60**

Total Construction Cost **\$45,477.60**

SUMMARY OF OTHER COSTS

City of Grand Island Wastewater Division - TV Inspection	\$ 195.25
Grand Island Daily Independent - Advertising	\$ 57.56
City of Grand Island Engineering Division - Eng. & Administration	\$ 4,547.76
TOTAL OTHER COSTS	\$ 4,800.57

Respectfully submitted,

Steven P. Riehle
Public Works Director

October 10, 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 Sanitary Sewer Project 2006-S-3 be approved.

I further recommend that the Costs of Engineering be credited to Account No. 10033001-74516 from Account No. 40033520-90114 in the amount of \$4,547.76 and the costs of construction, television inspection, and advertising be credited to Account No. 53030055-85213 from Account No. 40033520-90114 in the amount of \$45,730.41.

Respectfully submitted,

Jay Vavricek
Mayor

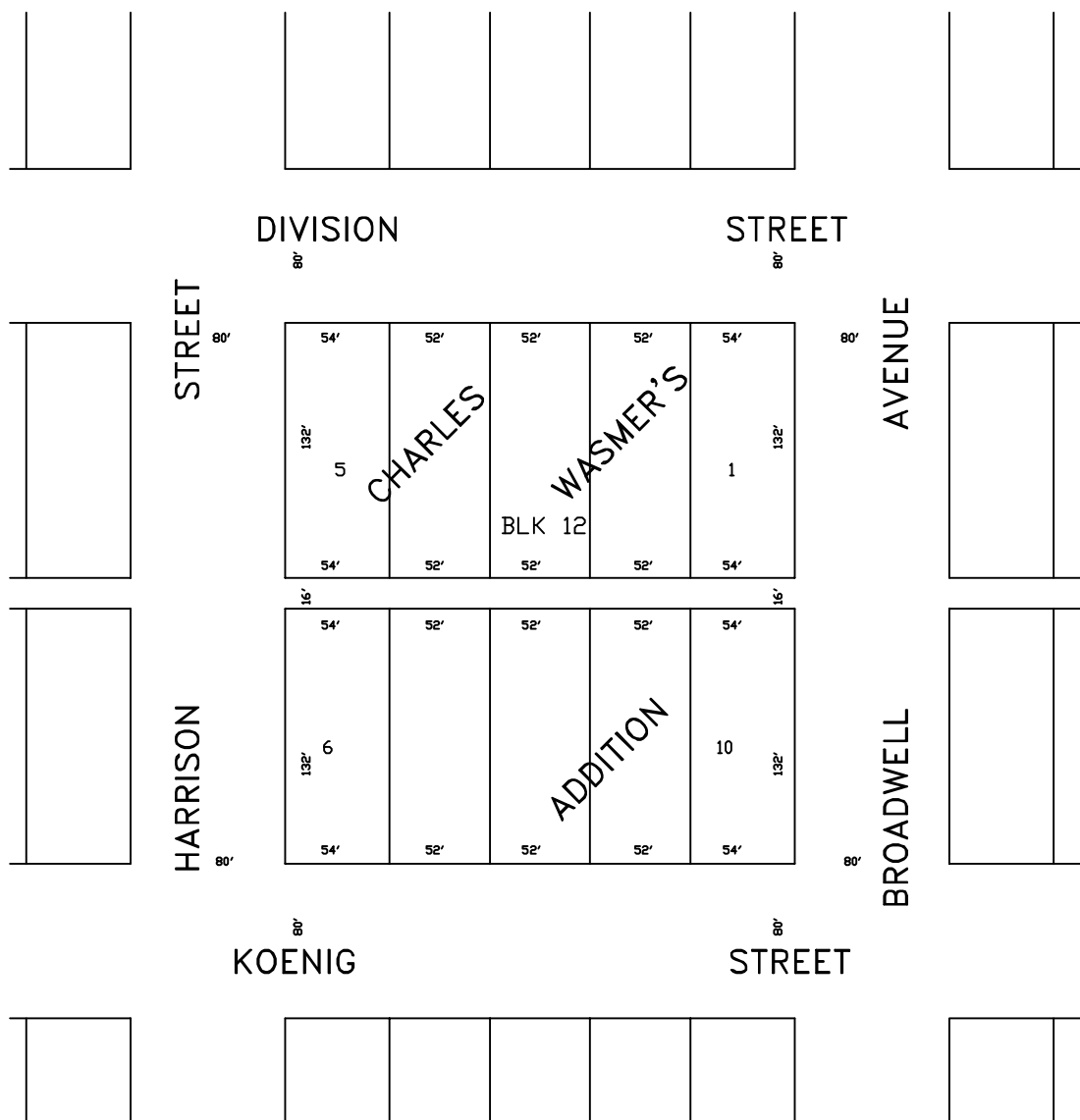


EXHIBIT "A"

R E S O L U T I O N 2006-309

WHEREAS, the Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Sanitary Sewer Project 2006-S-3 certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract awarded on May 2, 2006, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendations of the Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Sanitary Sewer Project 2006-S-3 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item G28

#2006-310 - Approving Certificate of Final Completion for Roof Replacement on Building No. 6 at the Wastewater Treatment Plant

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 10, 2006

Subject: Approving Certificate of Final Completion for Roof Replacement on Building No. 6 at the Wastewater Treatment Plant

Item #'s: G-28

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

Background

The contract for Building No. 6 Roof Replacement, Project 2006-WWTP-1 was awarded to Weathercraft Company of Grand Island, NE on February 14, 2006. Work commenced in March 2006 and was completed in June 2006.

Discussion

Project 2006-WWTP-1 was completed in accordance with the terms, conditions, and stipulations of the contract, plans, and the specifications. The project was completed on schedule at a construction price of \$59,555.00. Total cost of the project, including contract administration, is \$59,775.00. Costs for the project break down as follows:

Original Bid	\$ 59,555.00
Sub Total (Construction Price)	\$ 59,555.00
Additional Costs:	
Publication Costs	\$ 170.00
Fed-Ex Misc. Mailings	\$ 50.00
Total Cost	\$ 59,775.00

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 Building No. 6 Roof Replacement, Project 2006-WWTP-1.

Sample Motion

Motion to approve the Certificate of Final Completion.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

BUILDING NO. 6 ROOF REPLACEMENT, PROJECT-2006-WWTP-1
CITY OF GRAND ISLAND WASTE WATER TREATMENT PLANT
CITY OF GRAND ISLAND, NEBRASKA
October 10, 2006

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

This is to certify that BUILDING NO. 6 ROOF REPLACEMENT, PROJECT-2006-WWTP-1, has been fully completed by The Weathercraft Company of Grand Island, Nebraska under contract dated March 06, 2006. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

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

Building NO. 6 Roof Replacement, Project 2006-WWTP-1 is located at the Waste Water Treatment Plant.

Item No.	Description	Total Price
1	Bldg No. 6 Roof Replacement	\$59,555.00
TOTAL CONTRACT COST		\$59,555.00
TOTAL CONSTRUCTION COST		\$ 59,555.00

SUMMARY OF OTHER COST

Item No.	Description	Unit Price
1	G.I. Daily Independent-Advertising	\$170.00
2	Fed-EX, misc. mailings	\$50.00
TOTAL OTHER COSTS		\$ 220.00
TOTAL COST OF BUILDING NO. 6 ROOF REPLACEMENT, PROJECT-2006-WWTP-1		\$ 59,775.00

Respectfully submitted,

Steven P. Riehle
Public Works Director

October 10, 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 BUILDING NO. 6 ROOF REPLACEMENT, PROJECT-2006-WWTP-1 be approved.

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2006-310

WHEREAS, the Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Roof Replacement on Building No. Six at the Waste Water Treatment Plant, certifying that Weathercraft Company of Grand Island, Nebraska, under contract awarded on February 14, 2006, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommend the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendations of the Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Roof Replacement on Building No. Six at the Waste Water Treatment Plant is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item H1

**Request from Wayne E. Vian for Ashlar Lodge No. 33 AF & AM
for Permission to Dedicate the Cornerstone at New Fire Station
No. 1**

Staff Contact: Jim Rowell



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Ashlar Lodge No. 33 A F & A M

Name: Wayne Vian

Address: 1207 S. Harrison St

Grand Island, NE 68803

Telephone #: 308-384-4717 H - 308-398-7435 W

Date of Request: 3 October 2006

Description of Requested Topic: _____

Ashlar Lodge No 33 A.F. & A.M. is requesting
Permission to lay a Ceremonial Cornerstone and
time Capsule at the new Fire station No.1. There
is not cost to the City of Grand Island.



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item I1

#2006-311 - Approving Funding of Economic Development Request

Staff Contact: Marlan Ferguson, EDC President

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: October 10, 2006

Subject: Approving Economic Development Funding Request

Item #'s: I-1

Presenter(s): Dave Springer, Finance Director

Background

On July 22, 2003, the City Council approved Ordinance No.8830 adopting an Economic Development Program for the City of Grand Island in conformance with Neb. Rev. Stat. 18-2710. This provides for annual funding of \$750,000 by the City.

Discussion

A request has been received from the Grand Island Area Economic Development Corporation, duly approved by the Citizen's Review Committee for payment of \$350,000. Said funds to be used for operating expenses, community publicity, and promotion.

Alternatives

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

1. Approve the request for funds.
2. Disapprove or Deny the request for funds.
3. Modify the Resolution to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the request for funds.

Sample Motion

Motion to approve the request for funds to allow payment of \$350,000 to the Grand Island Area Economic Development Corporation.



PROJECT APPLICATION FOR ECONOMIC DEVELOPMENT PROGRAMS

1. Applicant Business Name Grand Island Area Economic Development Corp.

Address The Downtown Center, 308 North Locust, STE 400, Grand Island, NE 68801

Telephone (308) 381-7500

Email Address mferguson@grandisland.org

Business Contact Person Marian Ferguson, President

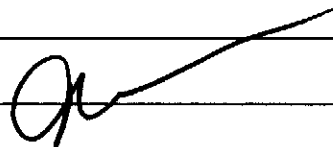
Telephone (308) 381-7500

2. Business Organization: ☒ Corporation ☐ Partnership
☐ Proprietor ☐ Other

3. Business Type: ☐ Startup ☒ Existing
☐ Business Buyout ☐ Spec Building
☐ Other

4. Project Location: ☐ Within the city limits of Grand Island, Nebraska
☐ Outside the city limits, but within the 2 mile zoning jurisdiction
☐ Outside the zoning jurisdiction of Grand Island in (county) _____

5. Product or Services Provided: Economic growth, job creation, expansion of the tax
base, and support for current businesses.



6. Project Description: Operating overhead to include ~~salaries and benefits~~, occupancy
costs, supplies, business recruitment, and community publicity. To offset cost associated
with infrastructure including: interest, real estate taxes, maintenance, advertising, special
assessments to city, debt service payments, and infrastructure needs study (long range plan).

7. Project Timetable: October 1, 2006 thru September 30, 2007

8. Employment Information:

Current number of employees 2 (full-time equivalent)

Proposed number of employees N/A (full-time equivalent)

What is the average hourly wage for all employees? N/A

Number of new jobs to be created N/A (full-time equivalent)

What would be the average hourly wage for new jobs? N/A

Number of jobs to be retained, if any N/A (full-time equivalent)

Please describe all benefits which the business provides to employees: N/A

9. Financing/Incentives Requested: The request for \$350,000 funding from LB-840 funds is
for the fiscal year beginning October 1, 2006 thru September 30, 2007. Application being
made is to continue Economic Development within Hall County under state statute 13-315
and 18-2721 (LB-840).

NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

By: Marlan Ferguson
Marlan Ferguson
President
Title

Date: 09/14/2006

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITIZENS' REVIEW COMMITTEE

September 25, 2006

Pursuant to due call and notice thereof, a Regular Meeting of the Citizens' Review Committee (CRC) of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on September 25, 2006. Notice of the meeting was given in *The Grand Island Independent* on September 18, 2006.

Chairman Tim White called the meeting to order at 8:15 a.m. The following board members were present: Tim White, Ed Armstrong, Dehn Renter, and Dan Eakes. Members Mark Stelk, Bill Thiemann, and Lisa Willman were absent. The following City Officials were present: City Clerk RaNae Edwards, Finance Director David Springer, Interim City Attorney Dale Shotkoski, and City Administrator Gary Greer.

APPROVAL OF MINUTES. Motion was made by Ed Armstrong, second by Dehn Renter to approve the minutes of the July 26, 2006 CRC meeting. Motion adopted unanimously.

REVIEW OF UNFINISHED BUSINESS: None.

DISCUSSION OF SEMI-ANNUAL REPORT TO THE CITY COUNCIL: The semi-annual report of the Citizens' Review Committee will be presented to the City Council on Tuesday, October 10, 2006.

REVIEW OF GRAND ISLAND AREA ECONOMIC DEVELOPMENT CORPORATION FUNDING APPLICATION: Marlan Ferguson, Grand Island Economic Development (EDC) President presented an application from EDC for LB-840 funds for fiscal year beginning October 1, 2006 thru September 30, 2007 in the amount of \$350,000. Reviewed were budgeted costs for FY 2006-2007, economic impact, and progress for Grand Island. (See attached Annual Report 2006)

Mr. Ferguson stated the current five projects had all met the requirements of their applications. The Committee requested the EDC Annual Report include the date of the application, the number of employees projected and current number of employees.

Discussion was held regarding the 2006-2007 Budget. Mr. Ferguson stated no salaries would be included in this request and the application would be changed to delete "salaries and benefits" from item number 6. Other funding would cover the salaries and benefits.

Mr. Ferguson reported they currently had four proposals sent out with approximately two requests coming in each week. EDC was targeting those businesses which would fit the community best. Food processing companies were being targeted.

Tim White complimented the EDC on the Community Economic Development Certification received recently from the Nebraska Diplomats. Mr. Ferguson explained the process for certification.

Motion was made by Dan Eakes, second by Ed Armstrong to approve the EDC application for funding in the amount of \$350,000. Upon roll call vote, all voted aye. Motion adopted.

NEW BUSINESS: None

ADJOURNMENT: Meeting adjourned at 8:30 a.m.

RaNae Edwards
City Clerk

DRAFT

RESOLUTION 2006-311

WHEREAS, on July 22, 2003, by Ordinance No. 8830, the City Council of the City of Grand Island approved and adopted an Economic Development Program for the City of Grand Island prepared in conformity with Neb. Rev. Statute §18-2710; and

WHEREAS, such program was amended on August 12, 2003, by Ordinance No. 8832;
and

WHEREAS, the program provides for \$750,000 in annual funding to be provided by the City of Grand Island; and

WHEREAS, a request has been made by the Grand Island Area Economic Development Corporation and the Economic Development Program's Citizens Review Committee for the payment of \$350,000 to be used for operating expenses, community publicity and promotion.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is given to forward \$350,000 in City funding to the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item I2

**#2006-312 - Approving Addition of Law Enforcement Memorial
Site at New Fire Station No. 1**

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief

Meeting: October 10, 2006

Subject: Memorial Site

Item #'s: I-2

Presenter(s): Jim Rowell, Fire Chief

Background

During the May 9, 2006 council meeting, City Council approved the use of land at the new fire station site for a Fire and Rescue Memorial. This approval was for area located on the southeast corner of the fire station site.

Discussion

Council approval of the use of the property provided the fire and rescue community a starting point for their fund raising efforts. As a result of the support shown by City Council and the public awareness of this project an additional opportunity is being presented to our community. That opportunity is to have the Law Enforcement Memorial located on the same site as the Fire and Rescue Memorial creating a joint memorial further enhancing the value of this site to the community and general public.

The request before you is for approval of the addition of the Law Enforcement Memorial on the same site as described before for the Fire and Rescue Memorial. This approval will serve as an invitation to the Law Enforcement Memorial and allow these groups to begin work on creating a site plan and designs of the memorials. The Law Enforcement Memorial Committee will then be able to determine if this site is the site best suited to their needs and their final site choice for their memorial.

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 Law Enforcement Memorial being added to the Fire and Rescue Memorial site.

Sample Motion

Motion to approve the Law Enforcement Memorial site be added to the Fire and Rescue Memorial site.

RESOLUTION 2006-312

WHEREAS, on May 9, 2006, the City Council of the City of Grand Island approved the construction of a memorial at Fire Station No. 1 to be located on near Fonner Park; and

WHEREAS, the Fire Chief has been approached by members of the Law Enforcement Memorial Committee requesting a joint memorial with the Fire and Rescue Memorial be constructed at the site of the new fire station; and

WHEREAS, the cost of the memorial would be paid using private funds; and

WHEREAS, upon completion of the construction and full payment of such memorial, the memorial shall be donated to the City of Grand Island; and

WHEREAS, it is recommended that such project be authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Fire Department is hereby authorized to construct a joint memorial with the Law Enforcement Memorial Committee to be located at the new fire station being built at 409 E. Fonner Park Road.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 6, 2006	☐ City Attorney



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item J1

Approving Payment of Claims for the Period of September 27, 2006 through October 10, 2006

The Claims for the period of September 27, 2006 through October 10, 2006 for a total amount of \$4,945,207.13. A MOTION is in order.

Staff Contact: David Springer



City of Grand Island

Tuesday, October 10, 2006

Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of September 13, 2006 through October 10, 2006

The Claims for the Library Expansion for the period of September 13, 2006 through October 10, 2006 for the following requisitions.

#35	\$298,952.71
#36	\$ 80.00
#37	\$ 75.00
#38	\$ 7,000.00
#39	\$ 1,825.00

A MOTION is in order.

Staff Contact: David Springer

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 35

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

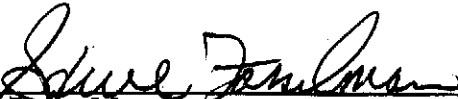
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the 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.	298,952.71	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 3rd day of October, 2006.



Project Manager

Application and Certificate for Payment

TO OWNER: Grand Island Facilities Corp PROJECT: Edith Abbott Memorial Library APPLICATION NO: 12
PO Box 1968
Grand Island, NE 68802
2005 Expansion/Remodel PROJECT PERIOD TO: 9/30/06
Grand Island, Nebraska

FROM CONTRACTOR: VIA ARCHITECT:
Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 5,700,000.00
2. Net change by Change Orders \$.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 5,700,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 3,026,577.26

5. RETAINAGE:
 - a. 2.5% of Completed Work: total contract (Column D + E on G703) \$ 142,500.00
 - b. % of Stored Material (Column F on G703) \$.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 142,500.00

6. TOTAL EARNED LESS RETAINAGE \$ 2,884,077.26
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,585,124.55
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 298,952.71

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 2,815,922.74
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
TOTALS	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: MID PLAINS CONSTRUCTION CO.

By: *[Signature]* Date: 9/29/06

State of: Nebraska

County of: Hall

Subscribed and sworn to before me this 29th day of September, 2006

Notary Public: *[Signature]*
My Commission expires: 12/26/08



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 36

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

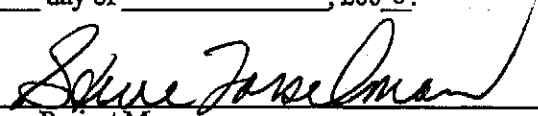
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the 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>
Olsson Associates	\$80.00	Concrete Testing Services

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 3rd day of October, 2006.


Project Manager

1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608



TEL 402.474.6311
FAX 402.474.5160

September 29, 2006
Invoice No: 91791

Edith Abbott Memorial Library
211 N Washington St
Grand Island, NE 68801

OA Project No. 006-0141 Edith Abbott Mem Library GI

Professional services rendered from August 13, 2006 through September 9, 2006 for work completed in accordance with our verbal agreement.

Phase	000	Edith Abbott Mem Library GI
-------	-----	-----------------------------

Task	002411	E Abbott Mem Lib Footing Insp
------	--------	-------------------------------

Services completed this period includes sampling and testing of concrete cylinders.

Reimbursable Expenses

Auto	10.00	
Total Reimbursables	10.00	10.00

Internal Unit Billing

Concrete Testing Services	70.00	
Total Internal Units	70.00	70.00

Total this Task **\$80.00**

Total this Phase **\$80.00**

Total this Invoice **\$80.00**

Outstanding Invoices

Number	Date	Balance
90899	9/11/06	75.00
Total		75.00

Billings to Date

	Current	Prior	Total
Fee	0.00	4,311.00	4,311.00
Labor	0.00	155.67	155.67
Expense	10.00	7.19	17.19
Internal Unit	70.00	75.00	145.00
Totals	80.00	4,548.86	4,628.86

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608



TEL 402.474.6311
FAX 402.474.5160

September 11, 2006
Invoice No: 90899

Edith Abbott Memorial Library
211 N Washington St
Grand Island, NE 68801

OA Project No. 006-0141 Edith Abbott Mem Library GI

Professional services rendered from July 16, 2006 through August 12, 2006 for work completed in accordance with our verbal greement. Services completed this period includes breaking concrete cylinders and reserves.

Phase	000	Edith Abbott Mem Library GI
Task	001411	E Abbott Mem Lib Cons Test

Internal Unit Billing

Concrete Testing Services	75.00	
Total Interl Units	75.00	75.00
Total this Task		\$75.00
Total this Phase		\$75.00
Total this Invoice		\$75.00

Billings to Date

	Current	Prior	Total
Fee	0.00	4,311.00	4,311.00
Labor	0.00	155.67	155.67
Expense	0.00	7.19	7.19
Internal Unit	75.00	0.00	75.00
Totals	75.00	4,473.86	4,548.86

Authorized


Jeffry Palik

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Environmental Direct, Inc.

P.O. Box 2392
1002 South Shady Bend Road
Grand Island, NE 68802

Invoice

Date	Invoice #
9/25/2006	GT06-4

Bill To
Grand Island Public Library Attention: Steve Fosselman 211 N. Washington Grand Island, Nebraska 68801

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		9/25/2006			
Quantity	Item Code	Description			Price Each	Amount
1	Asbestos Removal	Asbestos Abatement -- Phase I of Original Building South West Offices & work area as per estimate ASB478			7,000.00	7,000.00
Thank you for your business.					Total	7,000.00
Thanks, Tressa						

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 39

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>
Third Party Environmental, Inc.	\$1,825.00	Air Monitoring

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 28th day of September, 2006.



Project Manager

Third Party Environmental, Inc.

PO Box 2202
1516 S Gunbarrel Road
Grand Island, NE 68802-2202

Invoice

Date	Invoice #
9/22/2006	813

Bill To
Grand Island Public Library Attn: Steve Fosselman 211 North Washington Street Grand Island, NE 68801

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
3	Three days of daily air monitoring	400.00	1,200.00
1	Background air sampling	225.00	225.00
2	Final clearance air monitoring (50% rate for sampling collected in conjunction with daily air monitoring).	200.00	400.00
		Total	\$1,825.00