
City of Grand Island



Tuesday, May 08, 2007

Council Session Packet

City Council:

Tom Brown

John Gericke

Peg Gilbert

Joyce Haase

Robert Meyer

Mitchell Nickerson

Vacant

Vacant

Scott Walker

Fred Whitesides

Mayor:

Margaret Hornady

City Administrator:

Vacant

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Vern Rice, Independent Bethel Baptist Church, 1223 East 6th 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, May 08, 2007

Council Session

Item C1

Proclamation "Employee Health and Fitness Week" May 13-19, 2007

Because most American working adults spend most of their waking hours at work, it is important to focus on employee health and fitness programs. Employee health and fitness is associated with improved productivity and morale, decreased use of health benefits, and decreased employee turnover rates. Mayor Hornady has proclaimed the week of May 13-19, 2007 as "Employee Health and Fitness Week". See attached PROCLAMATION.

Staff Contact: Mayor Margaret Hornady

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

PROCLAMATION

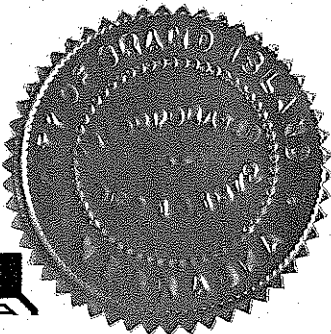
- WHEREAS, American working adults spend most of their waking hours at work; and
- WHEREAS, employees are essential valued assets at their worksites; and
- WHEREAS, worksite support of employee health and fitness is associated with: improved productivity and morale, decreased use of health benefits and decreased employee turnover rates; and
- WHEREAS, the cost of treating preventable disease is significantly greater than the cost of disease prevention and health maintenance; and
- WHEREAS, employee health and fitness promotion provides a good return on investment; and
- WHEREAS, the City of Grand Island has a significant and rising number of worksites – including major employers – offering opportunities for employee health and fitness enhancement; and
- WHEREAS, employers in the City of Grand Island are joining with others across the county in holding employee health and fitness events during the week of May 12-18, 2007.

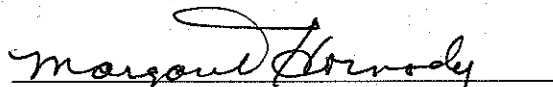
NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim May 12-18, 2007 as

***“EMPLOYEE HEALTH AND
FITNESS WEEK”***

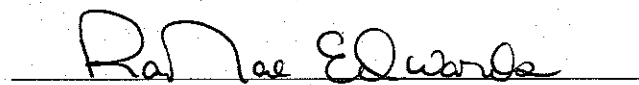
in the City of Grand Island.

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




Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 08, 2007

Council Session

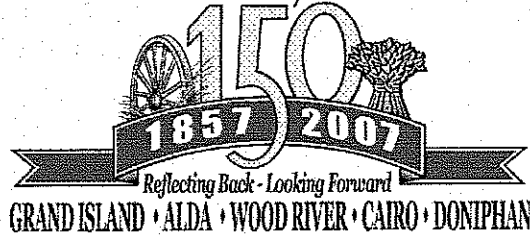
Item C2

Proclamation "Hall County 150 Celebration" May through December, 2007

150 years ago in July of 1857, five Americans and 32 German Immigrants selected the Platte Valley in the heart of the Nebraska Territory as their permanent settlement. Over the years this diverse population through their rich heritage has become the thriving community it is today. Mayor Hornady has proclaimed the month of May through December 2007 as "Hall County's 150th Celebration" and would encourage all citizens in Grand Island to participate in the county-wide celebration activities. See attached PROCLAMATION.

Staff Contact: Mayor Margaret Hornady

HALL COUNTY, NEBRASKA



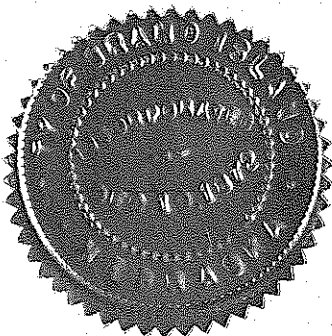
- WHEREAS,** the County of Hall was founded in July of 1857 by five Americans and 32 German Immigrants who selected an area in the Platte Valley in the heart of the Nebraska Territory; and
- WHEREAS,** this first permanent settlement was located in an area north of "the Grand Island" a well known landmark in the Platte River; and
- WHEREAS,** this original 'German Settlement' became the County of Hall wherein flourished first, the city of Grand Island followed by the cities of Alda, Wood River, Cairo and Doniphan; and
- WHEREAS,** Hall County has a rich heritage, diverse population and thriving economy, a leader in agriculture, commerce and tourism whose roots lie with the early pioneer trails and the first transcontinental railroad, highway, and interstate; and
- WHEREAS,** 2007 marks the 150th Anniversary of the founding of Hall County and provides a time to reflect upon the courage, vision, and enterprise of those early settlers.

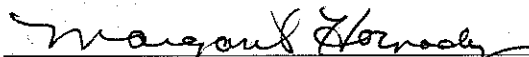
NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim May through December, 2007 as

"HALL COUNTY'S 150TH CELEBRATION"


in honor of the founding of Hall County, Nebraska, and urge all citizens of Grand Island to participate in the county-wide celebration activities.

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




Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item F1

**#9115 - Consideration of Change of Zoning for Land Located at
1822 and 1824 East 7th Street from M-2 Heavy Manufacturing to
R-4 High Density Residential (Second Readings)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: May 8, 2007

Subject: Change of Zoning for Land Located at 1822 and 1824
Eat 7th Street - Second Reading

Item #'s: F-1

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

Background

Council held a public hearing at their meeting on April 24, 2007. No members of the public chose to speak at the hearing. This ordinance was approved on first reading at the City Council Meeting on April 24, 2007. Three readings may be waived by council by super majority of the council.

This application proposes to rezone approximately 1.357 acres of land consisting of Lot 9, Frank P. Barks' Subdivision and lots 5 and 6, Block 3, East Park, in the City of Grand Island, Hall County, Nebraska from M2 Heavy Manufacturing to R4 High Density Residential Zone. This property is located east of Skypark Road and north of 7th Street at 1822 and 1824 East 7th Street.

Discussion

There are currently 2 single family houses on these properties. The houses have been there at least 80 years. The owner of the property is requesting that the property be rezoned to permit the houses to be rebuilt in the case that they are destroyed. The property immediately to the west of this is zoned for residential purposes.

The Planning Commission held a hearing on this application at their meeting on April 4, 2007.

No members of the public spoke at the public hearing.

Planning Commission members asked if the adjoining lots 5 and 6 of East Park would be considered buildable lots if this rezoning is approved. Nabity answered that they are buildable lots now but not for residential uses only for manufacturing uses. Rezoning them would make them buildable for residential uses.

There was no further discussion of this matter.

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

A motion was made by Haskins and seconded by Reynolds recommend the rezoning as presented.

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

Sample Motion

Motion to approve the rezoning for property located on Lot 9, Frank P. Barks' Subdivision and Lots 5 and 6, Block 3 East Park Subdivision, in the City of Grand Island, Hall County, Nebraska (1822 and 1824 East 7th Street) from M2 Heavy Manufacturing to R4 High Density Residential Zone as recommended.



Requested Zoning



- From M2 : Heavy Manufacturing Zone
- R4 : High Density Residential Zone

Scale : NONE
C-16-2007/GI



ORDINANCE NO. 9115

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land consisting of Lot Nine (9), Frank P. Bark's Subdivision and Lots Five (5) and Six (6), Block Three (3), East Park, in the City of Grand Island, Hall County, Nebraska, from M2 Heavy Manufacturing to R4 High Density Residential; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on April 4, 2007, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on May 8, 2007, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from M2 Heavy Manufacturing to R4 High Density Residential:

All of Lot Nine (9), Frank P. Barks' Subdivision, and Lots Five (5) and Six (6) of Block Three (3) of East Park Subdivision, in the City of Grand Island, Hall County, Nebraska.

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

ORDINANCE NO. 9115 (Cont.)

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

Enacted: May 8, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item F2

**#9116 - Consideration of Change of Zoning for Land Located at
4106 West Stolley Park Road from LLR - Large Lot Residential to
B-2 General Business (Second and Final Readings)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: May 8, 2007

Subject: Change of Zoning for Land Located at 4106 West Stolley Park Road - Second Reading

Item #'s: F-2

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

Background

Council held a public hearing at their meeting on April 24, 2007. No members of the public chose to speak at the hearing. This ordinance was approved on first reading at the City Council Meeting on April 24, 2007. Three readings may be waived by council by super majority of the council.

This application proposes to change the zoning on a tract of land comprising a part of the East Half of the Southwest Quarter of the Southeast Quarter (E ½ SW ¼ SE ¼), of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska from LLR Large Lot Residential to B2 General Business Zone. This property is located at 4106 West Stolley Park Road just west of U.S. Highway 30 and north of Stolley Park Road.

Discussion

Chief Industries own the property in question and intends to build corporate offices at this location. They have an immediate need for an engineering office. This office would be located at the northwest corner of the property.

The State of Nebraska Department of Roads has expressed interest in relocating U.S. Highway 30 across a portion of this property. That project is not scheduled to begin until at least 2013.

Chief is seeking this rezoning so that they can use their property to provide for their immediate corporate need (a new engineering office) without negatively impacting the proposed plans by NDOR to relocate U.S. Highway 30.

The Planning Commission held a hearing on this application at their meeting on April 4, 2007.

Paul Briseno, John Greene and Ray Keeser commented at the public hearing expressing concerns regarding increased traffic, especially construction traffic, on Liberty Lane and Freedom Drive. They stated that these roads are not built to a standard to support more than the neighborhood traffic. The neighbors were not opposed to Chief placing offices at this location but they were concerned about traffic through their neighborhood.

Bob Eihusen, with Chief, stated that they were unsure where they would access the new building. The closest public street to the new building would be on Liberty Lane. He anticipates between 20 and 30 employees at the building.

Nabity stated that this property does have access to both Liberty Lane and Stolley Park road and that he did not believe that the City could limit access to either road at this time since they are both public streets. Liberty Lane is dedicated up to the Chief property but the improved road does not extend all the way to Chief's property. The road would have to be improved from the end of the black top to Chief's property to provide public access.

Steve Riehle, Grand Island Public Works Director, stated that Liberty Lane and Freedom Drive would not stand up to construction traffic and that Public Works would work with Chief to keep construction vehicles from using those roads.

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

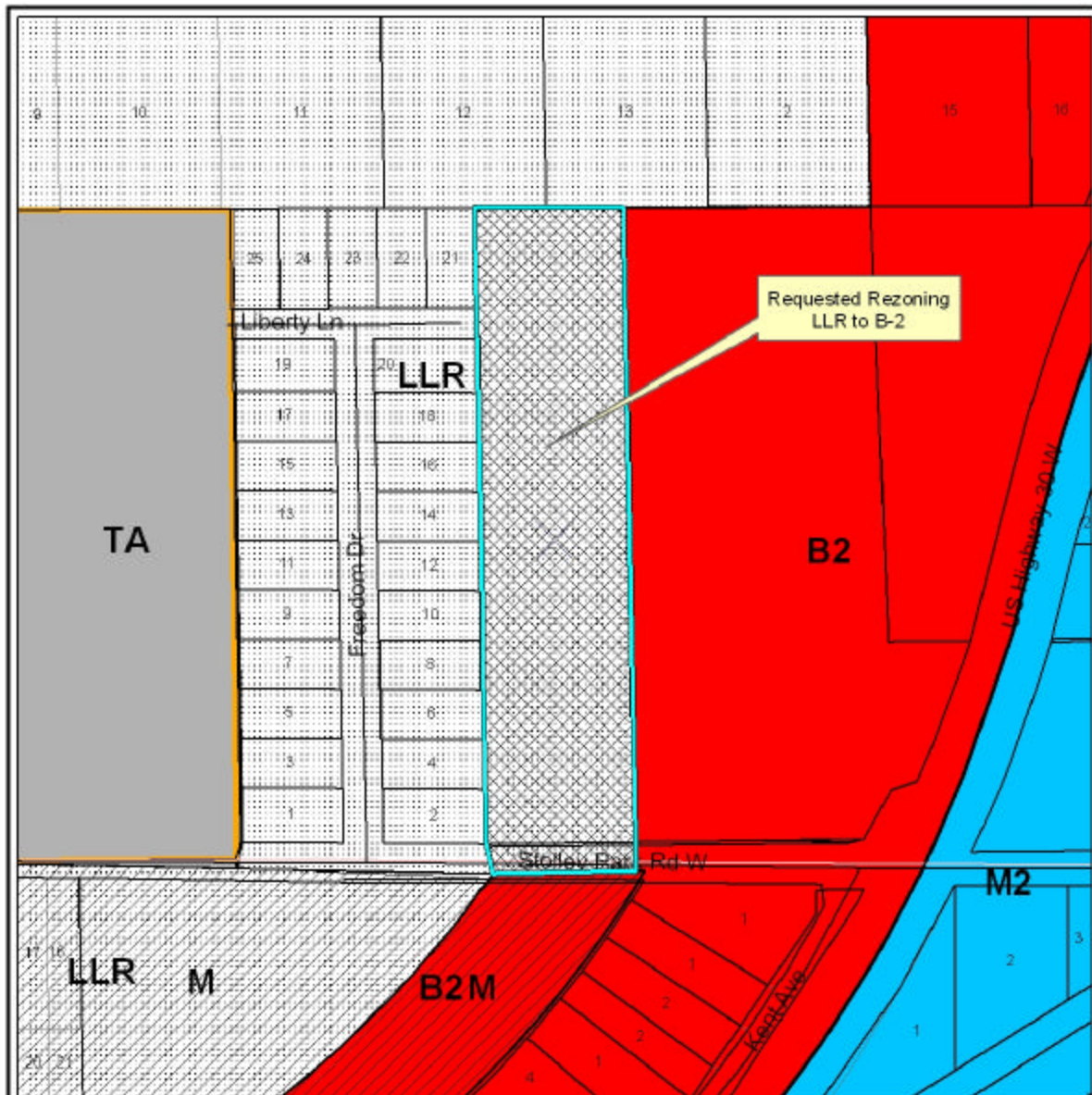
Recommendation

A motion was made by Ruge and seconded by Niemann as presented.

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

Sample Motion

Motion to approve the rezoning for property located in the E1/2 SW1/4 SE1/4 of 23-11N-10 in Grand Island, Hall County, Nebraska from LLR- Large Lot Residential to B2 – General Business Zone as recommended.



Requested Zoning



- From LLR : Large Lot Residential Zone
- To B-2 : General Business Zone

Scale : NONE
C-15-2007GI





Aerial View of Freedom Acres and Chief Property

ORDINANCE NO. 9116

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising a part of the East Half of the Southwest Quarter of the Southeast Quarter (E½ SW¼ SE¼), of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, from LLR – Large Lot Residential to B2 General Business; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on April 4, 2007, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on May 8, 2007, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from LLR – Large Lot Residential to B2 General Business:

A part of the East Half of the Southwest Quarter of the Southeast Quarter (E½ SW¼ SE¼), of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska.

ORDINANCE NO. 9116 (Cont.)

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: May 8, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item F3

#9117 - Consideration of Amending Chapter 18 of the Grand Island City Code Relative to Gas (Second Reading)

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: May 8, 2007

Subject: Amending Chapter 18 of the Grand Island City Code to Adopt the 2006 Uniform Mechanical Code and Revise Regulations for Gas Fitters to Mechanical Fitters

Item #'s: F-3

Presenter(s): Craig Lewis, Building Department Director

Background

All ordinances are required to be read by title at three separate meetings unless the rules are suspended by a vote of three-fourths of the Council. The Grand Island City Council approved Ordinance No. 9117 on first reading at their April 24, 2007 regular meeting. Six council members were present not allowing for the suspension of the rules. This item comes back before the city council for second and possible final reading.

Discussion

The Grand Island City Code has for decades regulated the installation of gas piping and venting of appliances, this was done with the adoption and enforcement of provisions of the model plumbing code. The City licensed and regulated persons in the profession as gas fitters and appliance installers.

Ordinance No. 9117 would adopt the 2006 Uniform Mechanical Code and revise the nomenclature for gas fitters to mechanical fitters. Any person now in the business as a gas fitter would become a mechanical fitter and the installation of mechanical heating, ventilating, or cooling systems would be regulated by the newly adopted code.

An existing business in the heating and cooling profession would no longer be required to carry a gas fitters license but a mechanical license. The required amount of liability insurance required would also increase from \$300,000 to \$1,000,000.

The adoption of the 2006 Uniform Mechanical code is intended to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation

and maintenance or use of heating, ventilating, cooling systems and other miscellaneous heat-producing appliances within this jurisdiction.

The proposed revisions have been reviewed by the Grand Island Gas Fitters Board and their recommendation is for Council approval.

Alternatives

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

1. Approve the ordinance.
2. Disapprove or /Deny the ordinance.
3. Modify the ordinance to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the ordinance to revise Chapter 18 and adopt the 2006 Uniform Mechanical Code.

Sample Motion

Motion to approve Ordinance No. 9117 on second and final reading to amend Chapter 18 of the Grand Island City Code.

ORDINANCE NO. 9117

An ordinance to revise Chapter 18 of the Grand Island City Code to adopt the 2006 Uniform Mechanical Code and revise regulations for gas fitters to mechanical fitters; and to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance, said effective date is May 29, 2007.

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

SECTION 1. That Chapter 18 of the Grand Island City Code shall be modified to read as follows:

CHAPTER 18 MECHANICAL

Article I. Natural Gas

§18-1. Rates

(A) Schedule of Maximum Rates. The rates charged by NorthWestern Public Service, a division of NorthWestern Corporation, a Delaware corporation, doing business in the state of Nebraska as a Domesticated Corporation, for natural gas supplied to customers in the City of Grand Island, Nebraska, unless otherwise approved by the Mayor and City Council, shall not exceed the following, effective August 1, 2001:

<u>Customer Charge Per Month</u>		
Residential Service Rate No. 91		\$ 5.00 per Meter
General Service Rate No. 92		\$ 6.00 per Meter
Commercial & Industrial Rate No. 94		\$ 80.00 per Meter
<u>Usage Charge – Rate No. 91</u>	<u>Non-Gas</u>	<u>Gas</u>
First 30 Therms per month	\$0.26356	\$0.70271 per Therm
Over 30 Therms per month	\$0.09513	\$0.70271 per Therm
<u>Usage Charge – Rate No. 92</u>		
First 400 Therms per month	\$0.12101	\$0.70271 per Therm
Next 1,600 Therms per month	\$0.05343	\$0.70271 per Therm
Over 2,000 Therms per month	\$0.03243	\$0.70271 per Therm
<u>Usage Charge – Rate No. 94</u>		
All Therms per month	\$0.04530	\$0.47232 per Therm
<u>Demand Charge – Rate No. 94</u>		
Standard Service (all Therms)	\$0.21910	\$1.20470 per Therm
Extended Service		

ORDINANCE NO. 9117

First 500 Therms/day	\$0.24590	\$0.33330 per Therm
Over 500 Therms/day	\$0.00000	\$0.33330 per Therm

Minimum Monthly Charge:

Shall equal the customer charge for Rate Nos. 91 and 92.

Shall equal the amount of therms of demand billed and the customer charge for Rate No. 94.

Stand-by Capacity Charge:

For Rate Nos. 91 and 92 customers that use natural gas as a back-up to an alternative fueled heating system, NorthWestern shall charge, in addition to the charges stated above, the following stand-by fee during the months of December through March:

Rate No. 91 - \$12.00 per Meter

Rate No. 92 - \$37.00 per Meter

Bills will be rendered at monthly intervals.

(B) Gas Cost Adjustment. The foregoing rates for gas supplied in the period covered by any bill shall be increased or decreased from the foregoing schedule of rates as follows:

(1) If at any time or from time to time, the rate authorized to be charged NorthWestern for any natural gas purchased by it on a firm supply basis for resale in Nebraska shall be increased or decreased (whether or not charged under bond) resulting in an average cost per therm to NorthWestern in excess of or less than the average cost per therm prior to application of such increase or decrease, the charge per therm, including the amount that is included in the minimum bill, for gas supplied in each subsequent billing period (beginning not earlier than the effective date of such increase or decrease) may be increased or shall be decreased accordingly. In addition, gas cost variances resulting from the purchase of non-traditional supplies will be added or deducted from charges set forth in filed rates included herein.

(2) For the purposes hereof, the amount of any refund, including interest thereon, if any, received by NorthWestern from its supplier of charges paid and applicable to natural gas purchased on a firm basis in Nebraska shall be refunded to the customer as a reduction in billings over the succeeding twelve month period or other period determined appropriate.

(3) Variances in actual gas cost incurred and gas cost recovered through unit sales rates will be measured monthly. Gas supply related costs collected from NorthWestern's Agency Sales Service will be credited to actual gas cost incurred. Resulting under or over cost recoveries will be spread to gas cost component of rates over the succeeding twelve month period following the filing of any gas cost adjustment. All accrued over or under variances shall be assessed a carrying charge which shall be the overall rate of return allowed by the Rate Area in NorthWestern's last general rate filing.

(4) Any increase or decrease in rates because of gas cost adjustment hereinbefore provided for shall become effective immediately upon the filing with the City Clerk of the City of Grand Island of amended rates reflecting such increase or decrease.

§18-2. Basis of Measurement

The rates prescribed by this chapter shall be understood to apply to and be based upon natural gas of the British Thermal Unit heating value of not less than nine hundred British Thermal Units per cubic foot of gas calculated according to standard measurements and in the event that the average total heating value of said gas in any billing period shall fall below said minimum, then the gas to be billed during such billing period shall be decreased proportionately to the deficiency in such heating value.

§18-3. Violations of Article

It shall be unlawful for any person operating a system of natural gas and distributing through the streets and public places and selling natural gas in the City, or for any agent or employee of any such person, to sell or attempt to sell or to collect for or to charge for, any such gas supplied or furnished to any customer, user, or purchaser thereof in the City at any rate or price in excess of the rate or price fixed by this article, and any person violating any of the provisions of this article shall be deemed guilty of an infraction.

Amended by Ordinance No. 9049, effective 6/28/2006

ORDINANCE NO. 9117

§18-4. Filing Fee; Amount

The City shall charge and collect a filing fee from natural gas companies for a rate filing. The fee shall be in accordance with the City of Grand Island Fee Schedule.

§18-5. Uniform Mechanical Code Adopted

The Uniform Mechanical Code, 2006 Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted, together with Appendices as set forth hereafter, and any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the Grand Island City Code. One copy of the Uniform Mechanical Code, 2006 Edition, and all supplements or amendments thereto shall be filed in the office of the city clerk as provided by law.

The following appendices shall be adopted along with the Uniform Mechanical Code adopted by this section:

1. Appendix A- Uniform Mechanical Code Standard 6-2 Standard for Metal Ducts.

§18-6. UMC - Certain Sections not Adopted

It is especially provided that the following chapters, sections, and tables of the Uniform Mechanical Code are not adopted or approved, and the same shall be of no force and effect:

1. Table 1-1 Mechanical Permit Fees
2. Chapter 11- Refrigeration.
3. Chapter 14- Process Piping.
4. Chapter 16- Stationary Fuel Cell Power Plants.
5. Appendix B- Procedures to be followed to place gas equipment in operation.
6. Appendix C – Installation and Testing of oil (liquid) fuel-fired equipment.
7. Appendix D- Unit Conversion Tables.

§18-7. UMC - Public Copy

Not less than one copy of the Uniform Mechanical Code adopted pursuant to 18-5 shall be kept on file by the city clerk for inspection by and use of the public.

§18-8. UMC - Amendment of Section 101.1

Section 101.1 of the Uniform Mechanical Code is hereby amended to read as follows:

101.1. Title.

This document shall be known as the "Uniform Mechanical Code" together with Appendices and any amendments thereto, and shall be cited as such, and will be referred to when used herein or in Chapter 18 of the Grand Island City Code as "this Code".

§18-9. UMC - Amendment of Subsection 112.1

Subsection 112.1 of the Uniform Mechanical Code is hereby amended to include the following:

112.1. Permits Required.

It shall be unlawful for any person, firm or corporation to make any installation, alteration or repair any mechanical system regulated by this Code except as permitted in Subsections 112.2 of this section, or cause the same to be done without first obtaining a permit to do such work from the Grand Island Building Department.

(A) A permit is required for the installation or replacement of all fuel burning heating equipment, and water heaters together with all chimneys, vents and their connectors.

(B) A permit is required for the installation, repair, or alteration of all fuel gas piping in or in connection with any building or structure or within the property lines of any premises, other than service pipe.

A permit is required for the installation or replacement of all warm-air furnaces and heating systems including all chimneys, vents, and their connectors.

(C) No Commercial Hoods and Kitchen Ventilation equipment shall be installed without a permit.

(D) A separate permit shall be obtained for each building or structure.

No person shall allow any other person to do or cause to be done any work under a permit secured by a permittee except persons in his or her employ.

(E) A permit is required for the repair, replacement, or installation of a gas piping.

ORDINANCE NO. 9117

(F) No permit shall be issued to any person to do or cause to be done any work regulated by this Code, except to a person holding a valid unexpired and unrevoked mechanical license as required by this chapter, except when and as otherwise hereinafter provided in this section.

(G) Any permit by this code may be issued to do any work regulated by this code in a single family dwelling used exclusively for living purposes, including the usual accessory buildings and quarters in connection with such buildings in the event that such person is the bona fide owner of any such dwelling and accessory buildings and quarters, and that the same are currently occupied by said owner, provided, that said owner shall personally purchase all material and shall personally perform all labor in connection therein. This, however, shall exclude all gas piping and venting of fuel combustion appliances.

§18-10. UMC - Amendment of Subsection 115.2

Subsection 115.2 of the Uniform Mechanical Code is hereby amended to read as follows:

115.2 Permit Fees.

The fee for each permit identified in this chapter shall be set forth in accordance with the City of Grand Island Fee Schedule.

§18-11. UMC - Amendment of Subsection 1316.4

Subsection 1316.4 of the Uniform Mechanical Code is hereby amended to read as follows: The size of the house supply piping, beginning at the gas meter and continuing to the first supply piping outlet shall not be less than one (1) inch.

Article II. Gas Appliances and Gas Piping

Division 1. Generally

§18-12. Definitions

For the purpose of this article the following definitions shall be used and the terms herein set forth shall be construed to have the meaning set forth in this section:

Mechanical Appliance installation is the act of installing fixtures, equipment, appliances or apparatus, using natural or artificial gas between the outlet of the meter set assembly or outlet of the service regulator, when a meter is not provided, and the inlet connection of fixtures, equipment, appliances or apparatus. Appliance installation shall include the venting of such fixtures, equipment, appliances or apparatus where required. Gas company shall mean the franchised distributor of gas in the City, pursuant to a franchise ordinance granted to such distributor or its successors or assigns and approved by the mayor and city council.

HVAC is Heating, Ventilation, Air Conditioning

Mechanical work is the act of heating, ventilating, air-conditioning, gas piping, miscellaneous heat producing, and energy-utilizing equipment, but also to include regulating and controlling the design, construction installation, quality of material, location, operation and maintenance or use of heating, ventilating, cooling, incinerators, air condition systems and other miscellaneous heat producing appliances within this jurisdiction.

Journeyman mechanical fitter is any person qualified under the ordinances of the City of Grand Island to become a Journeyman mechanical Fitter upon obtaining the required license.

Journeyman plumber is any person qualified under the ordinances of the City of Grand Island to do plumbing work.

Master mechanical fitter is any entity qualified under the ordinances of the City of Grand Island to become a master gas fitting contractor upon obtaining the required license and bond.

Mechanical contractor is any entity engaged in the business of gas fitting and appliance installation in connection with any building or structure or to serve any building or structure with natural or artificial gas.

Master plumber is any person qualified under the ordinances of the City of Grand Island to do plumbing contracting work upon obtaining the required license and bond.

Workmanship shall mean executed in a skilled manner; e.g. generally plumb, level, square, in line, undamaged, and without marring adjacent work. Cutting, notching and boring of floor joists and studs shall comply and adopted herein.

Amended by Ordinance No. , effective 05-15-2007

§18-13. Interfering with Safety Equipment

Any owner of a gas installation which has been provided with automatic safety equipment, any employee

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or agent of such owner or any other person who shall block open by manual means or by any other manner whatsoever interfere with or defeat the purpose of such devices to function automatically in the interest of safety shall be guilty of an infraction within the terms of this article, and subject to its penalties, as in the base of a violation of any other of its terms or provisions.

§18-14. Unlawful Connection of Gas Line

It shall be unlawful for any person except employees or agents of the gas company to open or make any connection to or do work on any gas main or gas service pipe of the gas company on the upstream side of the gas meter without written authorization of the gas company.

§18-15. Prohibiting Use for Electrical Connection

The gas piping shall not be used for an electrical ground or grounding electrode, nor shall electric circuits utilize gas piping, casing on controls, panels or other metal parts of the gas piping or appliance installations in lieu of wiring.

This provision shall not apply to low voltage control and ignition circuits and to electronic flame detection device circuits incorporated as a part of the gas appliance or equipment.

§18-16. Pilot Burners; Safety Shutoff Devices

(A) All residential and commercial heating equipment with inputs less than 400,000 BTUH shall be equipped with a pilot burner and safety shutoff device. In the event of ignition device failure or pilot outage, complete shutoff of the gas to both the main burner and pilot burner shall take place. The combined time required for the safety shutoff device and the automatic valve to shutoff the gas supply shall not exceed 3 minutes. On heating equipment approved only for outdoor installation, the safety shutoff device need not cause shutoff of the pilot gas.

(B) All heating equipment with rated inputs between 400,000 and 6,000,000 BTUH must have approved electronic type safety shutoff devices. The response time of the primary safety control to de-energize or activate the gas shutoff device shall not be more than four seconds. The pilot flame-establishing period for expanding, intermittent and interrupted pilots shall not be more than 15 seconds. Gas to such pilots shall be automatically shut off if the pilot fails to ignite. Inputs 2,000,000 BTUH or above shall be equipped with both a solenoid valve and a motorized valve.

Amended by Ordinance No. , effective 05-15-2007

Article III. Mechanical Fitters, Contractors, Installers Division 1 Examining Board

§18-17. Examining Board; Membership

There is hereby created an examining board for mechanical fitters which shall consist of seven members appointed annually by the Mayor and approved by a majority of the city council. The seven members shall consist of the following:

- (1) The Chief Building Official, or his/her designee
- (2) One member from the local gas company
- (3) One contracting master mechanical fitter
- (4) One member from the community
- (5) Three members which shall be either master mechanical fitters or journeyman mechanical fitters

Four members shall constitute a quorum. Duties of the board shall be to establish standards and procedures for the qualifications, examination, and licensing of master and journeymen mechanical fitters and shall issue the appropriate license to each person who meets the qualifications thereof and successfully passes the examination given by the Examining Board.

The duly appointed Examining Board shall act as a Board of Appeals for any appeal arising from actions of the Chief Building Official or his authorized representative as it relates to issues in this chapter of the city code.

Amended by Ordinance No. 9034, effective 03-22-2006

Amended by Ordinance No. , effective 05-15-2007

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§18-18 Meetings; Chairman

The Board shall hold its first meeting upon call by the chief building official, and within thirty days following the appointment of its members. The members shall select a chairman from their own number, but not the chief building official. Such chairman shall hold office until the December 31 following, or until his or her successor has been selected. The Board shall meet upon call by the chief building official at such intervals as may be necessary for the proper performance of its duties, but in any case not less than twice a year.

§18-19 Duties; Examinations; Licenses

The Board shall establish standards and procedures for the qualification, examination and licensing of master mechanical fitter and journeyman mechanical fitter, and shall issue an appropriate license to each person who meets the qualifications therefore and successfully passes the examination given by the Board.

§18-20 Board of Appeals

The duly appointed Board shall act as a Board of Appeals in making a correct determination of any appeal arising from actions of the chief building official or his authorized representative.

§18-21 Quorum for Board

Four (4) members of the Board of Appeals shall constitute a quorum.

§18-22 Records

The Board of Appeals shall keep an accurate record of all their official transactions and shall submit a copy to the office of the city clerk.

§18-23 Procedures

Appeals shall be made within thirty (30) calendar days from date of the chief building official's decision. Decisions of the Board shall be made within thirty (30) days of receipt of appeal. Decisions of the Board shall be in writing. A copy of the Board's decision shall be delivered to the appellant within 30 calendar days after receipt of original appeal.

§18-24 Filing Fee

Any person who is aggrieved by any decision of the chief building official or his authorized representative relating to the suitability of alternate materials or type of installation or interpretation of any provision of this Code may obtain review of such decision upon filing a written request for review by the Board in the office of the chief building official or his authorized representative within thirty (30) days from the date of such decision and payment of a filing fee as provided below:

- (1) A \$50.00 fee for review of a decision of the chief building official or his authorized representative interpreting any provision or provisions of this Code.
- (2) A \$50.00 fee for review of a decision of the chief building official or his authorized representative concerning the suitability of an alternate material or type of installation.

Enforcement of any decision, notice or order of the chief building official or his authorized representative issued under this Code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

§18-25 General Rules

(1) All mechanical apprentices actively engaged under a master mechanical fitter will be required to register with the City Building Department. Experience accrued towards taking the journeyman mechanical test will only be accepted as a registered apprentice. Time accrued previous to registration will be noted.

(2) Time required for an apprentice to be actively engaged in the trade under the supervision of a master, journeyman, or qualified shop will be a minimum of two years. Proof of qualifications will be submitted to the Board in writing for consideration and approval for the journeyman examination. Any academical time to be considered by the Board in place of actual apprenticeship time in the trade must be from a State accredited college or Technical school.

(3) Applicants must hold a journeyman license for a minimum of two years before taking the Master exam, and be actively engaged in the trade for the full two years.

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(4) The minimum age limit for a Journeyman examination will be Twenty (20) years of age unless approved by the Board.

(5) The allotted time for the Master and Journeyman examination will be four hours (two hours open book and two hours closed book).

(6) Request for Master and Journeyman examination will be filed in the City of Grand Island Building Department Office prior to the examination date for the consideration of the Board. Examination fee will be paid with the application. No exam fee will be refunded after taking the examination.

(7) All applicants will submit, along with their request for examination, letters of proof of the required apprenticeship time actively engaged in the trade.

(8) In the event that an applicant fails to pass the examination given, he may make application for a subsequent exam after eighty-five (85) days have passed.

(9) At the discretion of the Board, experience gained at a industrial plant or outside the tri-city jurisdiction may be considered as apprenticeship time to qualify for a Journeyman examination. Information considered by the Board shall include written proof of previous experience record and oral examination.

(10) All examination papers are the property of the examining Board. Applicants will not be permitted to remain during grading or to review examination papers after they have been submitted for grading. Test results will be sent by mail.

(11) Applicant must obtain a passing score on each part of the exam (written as well as drawing).

(12) An applicant with a passing score will have a 30 day grace period to pick up a new license dated from the test date.

(13) An applicant must supply his own copy of this Code; the Grand Island Building Department will not supply copies to anyone during the test. Photocopies, reference books, or any other reference materials will not be allowed in the testing area during the test.

Division 2. Mechanical Inspector

§18-26. Office Created; Authority; Assistants

There is hereby created and established the office of the mechanical inspector, who shall be the chief building official, and who shall have supervision of all gas piping, gas appliance installations and mechanical work in the city and the two mile area adjacent thereto. The mechanical inspector shall have such assistance as may be necessary. Assistants shall be hired only after being examined and recommended by the chief building official. Any such assistant shall have the same power as the mechanical inspector.

§18-27. Duties

It shall be the duty of the mechanical inspector to issue permits and inspect all mechanical work and gas distribution from the outlet side of the meter and all gas installations, but to exclude gas mains, within the City and the two mile area adjacent thereto and to investigate all reported cases of the use of imperfect materials or workmanship on any job of mechanical work or the violation of any of the provisions of this article by a plumber, mechanical fitter or builder.

§18-28. Inspections

It shall be the duty of the mechanical inspector to make inspections of any mechanical work, gas piping, appliance installation or connections at the request of the installer, department head, owner, agent, tenant, or occupant of any building or the premises where such gas piping or mechanical work is located in order to ascertain whether or not the mechanical work, gas piping or appliances in such building or premises are in a safe condition. The inspector shall have the authority to enter any building or upon any premises at all reasonable hours to ascertain if the provisions of this article, or any ordinances relating to mechanical work, gas piping or appliance installations have been or are being violated or being complied with, and should the inspector, upon making such an inspection as requested by the installer, owner, agent, tenant, or department head, find an unsafe or unsatisfactory installation, the inspector shall have the authority to request the gas company to shut off the appliance or service at the meter (depending upon the seriousness of the conditions as determined by the inspector), tag same, and shall notify the installer immediately if the job is a new installation, or the owner, agent, tenant, or one in charge of the property to cause the same to be remedied within a specified time, not exceeding ten days if the same is not a new installation. Should the installer, owner, agent, tenant, or one in charge of the premises fail to make such corrections, changes or

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repairs, or fail to notify the inspector to make a reinspection within the specified time after receiving such notification to comply therewith, said owner, agent, tenant, installer or person in charge, shall be considered maintaining an unsafe mechanical installation and violating the requirements hereof, and the inspector shall make a reinspection of the premises and report the findings to the chief building official, who shall in turn cause action to be taken in the proper court to secure compliance, and the penalties as set forth in this chapter shall apply. It shall be the duty and the responsibility of the installer or one making such correction, changes or repairs to notify the inspector within forty-eight hours after completion of such correction, changes or repairs, and request for reinspection.

§18-29. Inspection Prior to Covering Installation

Before any part of any installation is covered from sight, a notification shall be given the mechanical inspector who shall, within forty-eight hours, inspect such part of the installation.

§18-30. Reserved

§18-31. Procedure for Reinspection

If, by reason of noncompliance with the provisions of this article or through the use of defective material or inferior workmanship, the approval of the mechanical inspector is not given and subsequent inspections become necessary, the installer shall notify the mechanical inspector when such work shall be ready for such subsequent inspection, which shall be made in the same manner as is hereinbefore provided. The fees for reinspection shall be provided in the fee schedule.

§18-32. Inspector May Require Testing

When permits have been issued for additional fixtures or piping or alterations to any existing system, the mechanical inspector may, if in his or her discretion it is deemed necessary, require the installer to make a complete test of the whole system as is required for new systems.

§18-33. Authority to Condemn; Penalty

Authority is hereby granted to the mechanical inspector to condemn any existing gas or mechanical installations which, in his discretion, is hazardous or dangerous to human life. It shall be the duty of the property owner to immediately eliminate the hazardous conditions by removal or repair of these conditions. Failure to do so will be a violation of the provisions of this article.

§18-34. Reserved

Deleted by Ordinance No. , effective 05-15-2007

Division 3. Registration of Contractors

§18-36. Registration Required

No person shall engage in the mechanical fitting business in the City until registered in the office of the chief building official as a mechanical contractor.

§18-37. Registration; Individual

No person shall be registered as a mechanical contractor unless he is licensed as a master mechanical fitter under the provisions of this section and has in force and effect one or more insurance policies as required by other sections of the city code.

§18-38 Registration; Firm, Corporation

No firm, association or corporation shall be registered as a mechanical contractor unless the proper officers of the concern shall certify to the chief building official that an identified master mechanical fitter, licensed under the provisions of this section, is an officer, member or regular employee of such concern, and that such master mechanical fitter will be in direct supervision of all of the mechanical work contracted and done by such concern,

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and unless such concern has in force and effect one or more insurance policies as required by other sections of the city code.

§18-39. Registration; Fee

The fees to be collected by the chief building official for the registration of a mechanical contractor shall be in accordance with the City of Grand Island Fee Schedule.

§18-40. Registration; Certificate

The chief building official shall issue a certificate of registration to any mechanical contractor applying for such and qualifying under the provisions of this section, for a period beginning on the date thereof and expiring on December 31 of the same year. The holder of the certificate shall display same at the regular place of business of the holder.

Renewal of a registration certificate may be obtained upon showing of qualifications as provided for in this section and payment of the proper fee.

§18-41. Certificate; Revocation

The Board may revoke any certificate of registration of any mechanical contractor after hearing by the Board for any of the following reasons:

- (1) Lack of competency or lack of knowledge in matters relevant to the certificate of registration;
- (2) Certificate of registration being obtained by fraud;
- (3) The lending of any certificate of registration or the obtaining of permits there under for any other person;
- (4) Failure to comply with this Code and any rules issued by the chief building official or Board;
- (5) Abandonment of any contract or undertaking without good cause or fraudulent departure from plans or specifications;
- (6) Failure to obtain or cause to be obtained permits when the same are required by this code.

The chief building official shall serve notice of such action by registered mail to the holder of the certificate.

§18-42. Mechanical Contractors

Every mechanical contractor shall be required at all times to have a licensed journeyman mechanical fitter in charge of all work as a condition for the issuance and maintenance of such license.

§18-43. Insurance

(1) Every licensee shall maintain in full force and effect insurance policies written by a company or companies authorized to do business in Nebraska, with the following coverages and amounts.

(a) Comprehensive General Liability Insurance covering the operations of the licensee, including completed operations, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

(b) A provision making the City of Grand Island an additional insured for any third party claims for bodily injury or property damage based upon occurrences in connection with the licensee's business operations, including completed operations, within the City's zoning jurisdiction.

(2) The licensee shall furnish the City of Grand Island with a certificate or certificates of insurance for the above insurance coverage which shall contain a statement that said policies contain a provision that said policies may not be canceled without written notice of such cancellation having been served on the City at least thirty (30) days prior to the date of cancellation.

§18-44. Use of Licensee's Name by Another

No person or concern who has obtained a mechanical contractor registration pursuant to this chapter shall allow his or her name to be used by another person or concern, either for the purpose of obtaining permits, or for doing business or work under such registration or license. Every person licensed pursuant to this section shall notify the Board of any change of street address.

Division 4. Master & Journeyman Mechanical Fitters

§18-45. Examinations; Fee; Exemptions

Any person desiring to be licensed as a master mechanical fitter or as a journeyman mechanical fitter pursuant to this chapter shall make written application for an examination to the Board. Examination fees shall be in accordance with the City of Grand Island Fee Schedule.

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Examination fees shall accompany such application. Examination fees are not returned but shall be forfeited in the event the applicant fails the examination.

§18-46. Eligibility Requirements

All mechanical fitter apprentices engaged under a master mechanical fitter will be required to register with the City Building Department. Experience accrued towards taking the test journeyman mechanical fitters test will only be accepted as a registered apprentice. Time accrued previous to registration requirement will be approved and noted.

An applicant for examination must have worked under supervision of a licensed master mechanical fitter, for a period of two years before being eligible to take a journeyman mechanical fitter's examination. No person shall be eligible to take a master mechanical fitter's examination until two years after registration as a journeyman mechanical fitter.

§18-47. Re-Examination

Any person desiring to become a master mechanical fitter or a journeyman mechanical fitter who fails to pass an examination pursuant to this chapter as prescribed by the Board may make written application for a subsequent examination 85 days after taking the examination.

§18-48. Licenses; Term; Renewal; Fees

(1) All licenses issued by the Board pursuant to this article shall expire on December 31 of the year in which issued, but may be renewed within thirty days thereafter upon application and payment of fees in accordance with the City of Grand Island Fee Schedule. Any license holder who does not renew his license within this thirty-day grace period shall automatically forfeit such license. In the event of forfeiture of a license in this manner, the holder may apply for and qualify to recover the lapsed license by passing an examination as required under the provisions of this code.

(2) The annual fee for master and journeyman mechanical fitters shall be in accordance with the City of Grand Island Fee Schedule.

(3) After January 1, 2008 journeyman and master gasfitter licenses will not be issued. Journeyman and master licenses will be issued as journeyman mechanical fitter and master mechanical fitter.

(4) Any person holding a valid master or journeyman plumbing license, will be eligible to obtain an equivalent mechanical license from April 1, 2007 to January 31, 2008. Any person after January 31, 2008 applying for application to test for journeyman or master mechanical license will be required to have appropriate time, experience or qualifications for the level of license applying for.

§18-49. License; Revocation

The city council by a majority vote shall have the power to revoke the license of any journeyman mechanical fitter or master mechanical fitter upon the recommendation of the Board, if the license was obtained through error or fraud, or if the recipient thereof is shown to be grossly incompetent, or has a second time willfully violated any of the provisions of this article or any other provisions of City of Grand Island Code related to gas piping, Heating, Venting, Air Conditioning systems (HVAC) or mechanical work. This penalty shall be cumulative and in addition to the penalties prescribed for the violation of the provisions of this article.

Before a license may be revoked, the licensee shall have notice in writing, enumerating the charges alleged, and shall be entitled to a hearing before the city council not sooner than five days from receipt of the notice. The licensee shall be given an opportunity to present testimony, oral or written, and shall have the right of cross-examination. All testimony before the city council shall be given under oath. The city council shall have power to administer oaths, issue subpoenas, and compel the attendance of witnesses. The decision of the city council shall be based upon the evidence produced at the hearing, and such decision shall be final. A person whose license has been revoked shall not be permitted to reapply for another such license within one year from the date of such revocation.

§18-50. Temporary Journeyman Mechanical Fitter License

The chief building official may issue a temporary journeyman mechanical fitters license pending examination; provided that the applicant therefore holds a similar license from an equivalent board. Such permit shall be valid until the next examination by the Board.

§18-51. Use of Licensee's Name by Another

No person or concern who has obtained a mechanical fitter's license pursuant to this article, shall allow his

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or her name to be used by another person or concern, either for the purpose of obtaining permits, or for doing business or work under such registration or license. Every person licensed pursuant to this section shall notify the Board of any change of street address.

§18-52. Renewal of License

Any person licensed under the provisions of this article as a master mechanical fitter or a journeyman, who does not renew his license for a period of thirty days after the expiration of same, shall pay the examination fee required by this article, and shall submit himself to an examination by the Board for mechanical fitters before such person can be again licensed hereunder.

Division 5. General

§18-53. Application

Application for registration shall be made in writing to the building department which shall show the name, residence and business location of the applicant and such other information as may be required.

Amended by Ordinance No. 9049, effective 06-28-2006

Amended by Ordinance No. , effective 05-15-2007

§18-54. Fees

Fees in accordance with the City of Grand Island Fee Schedule shall be charged for registration and examination as follows:

- New mechanical contractor's license fee issued between January 1 and June 30
- New mechanical contractor's license fee issued between July 1 and December 31
- Renewal of mechanical contractor's license
- Master mechanical fitter's license registration card
- Journeyman mechanical fitter's registration card
- Master mechanical fitter's examination
- Journeyman mechanical fitter's examination

§18-55. Examination; Prerequisites; Exemptions

(A) Before the applicant shall be registered as a master mechanical fitter, contractor or journeyman, as the case may be, he or she shall submit to an examination to determine fitness and competency to engage in the business, trade, or calling of gas fitting, mechanical work or appliance installation work, as the case may be, which examination shall be given by the examining board for mechanical fitters as hereinbefore set forth, such applicant after having by such examination been shown to be fit, competent and qualified to engage in the business, trade, or calling of a master or journeyman mechanical fitter, as the case may be, shall be registered by the chief building official, who shall deliver to such applicant a certificate of registration, signed by the chief building official.

(B) An applicant failing to pass an examination shall not be eligible for re-examination until eighty five days shall have elapsed after the previous examination. Each applicant shall pay an examination fee for each re-examination required.

(C) Any applicant validly registered or licensed as a master mechanical fitter, contractor or journeyman, or equivalent capacity by the city of Hastings or the city of Kearney, shall be exempt from taking the foregoing examination, and provided the applicant is otherwise qualified pursuant to this code, shall be issued an equivalent license upon application and payment of fees.

§18-56. Eligibility Requirements

All mechanical fitter apprentices engaged under a master mechanical fitter will be required to register with the City Building Department. Experience accrued towards taking the test journeyman mechanical fitters test will only be accepted as a registered apprentice. Time accrued previous to registration requirement will be approved and noted.

An applicant for examination must have worked under supervision of a licensed master mechanical fitter, for a period of two years before being eligible to take a journeyman mechanical fitter's examination. No person shall be eligible to take a master mechanical fitter's examination until two years after registration as a journeyman mechanical fitter.

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§18-57. Insurance

(A) Every mechanical contractor shall maintain in full force and effect insurance policies written by a company or companies authorized to do business in Nebraska, with the following coverages and amounts.

(1) Comprehensive General Liability Insurance covering the operations of the licensee, including coverage for completed operations, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

(2) A provision making the City of Grand Island an additional insured for any third party claims for bodily injury or property damage based upon occurrences in connection with the licensee's business operations, including completed operations, within the City's zoning jurisdiction.

(B) Said contractors shall furnish the City Building Department a certificate or certificates of insurance for the above insurance coverage which shall contain a statement that said policies contain a provision that said policies may not be canceled without written notice of such cancellation having been served on the City at least thirty (30) days prior to the date of cancellation.

§18-58. Expiration of Insurance

Any registration certificate issued to a mechanical contractor under the provisions of this chapter shall be revoked by the mayor and city council should the holder of such registration certificate permit the insurance policy herein required to expire or lapse. Any corporation, firm, or partnership which may be registered hereunder as a mechanical contractor in the name of such corporation, firm, or partnership, shall have a master mechanical fitter who has submitted to the examination given by the examining board for mechanical fitters and has thereby shown himself or herself fit, competent and qualified to engage in the business, trade, or calling of mechanical work, HVAC installation and gas piping as a bona fide officer of such corporation or as a member of such firm or partnership and who shall at all times be in actual charge of and be responsible for the installation, removal, or repair of any mechanical work or HVAC installation or gas piping work done by such corporation, firm or partnership. Before such corporation, firm, or partnership shall be registered in its corporate, firm, or partnership name as a mechanical contractor, there shall be filed with the chief building official a certificate from the examining board of mechanical fitters showing the fitness and competency of such officer of such corporation or such member of such firm or partnership to engage in the business or calling of master mechanical fitter; provided, if, after a certificate of registration is issued such corporation, such member of such firm or partnership shall withdraw there from and cease to be connected therewith, then and in that event, the mayor and city council shall forthwith revoke the certificate of registration of such corporation, firm, or partnership upon the request of the chief building official.

§18-59. Reserved

§18-60. Mechanical Contractors

Every mechanical contractor shall be required at all times to have a licensed journeyman mechanical fitter in charge of all work as a condition for the issuance and maintenance of such license.

§18-61. Corporations; Registration; Revocation

Any corporation, firm, or partnership which may be registered hereunder as a mechanical contractor in the name of such corporation, firm or partnership shall have a master mechanical fitter who has submitted to the examination given by the examining board for mechanical fitters and installers and has thereby shown himself or herself fit, competent and qualified to engage in the business, trade, or calling of mechanical work, HVAC installation and gas piping as a bona fide officer of such corporation or as a member of such firm or partnership and who shall at all times be in actual charge of and be responsible for the mechanical work, HVAC installation, removal or repair of any gas fitting work done by such corporation, firm, or partnership. Before such corporation, firm or partnership shall be registered in its corporate, firm, or partnership name as a mechanical contractor, there shall be filed with the chief building official a certificate from the examining board of mechanical fitters showing the fitness and competency of such officer of such corporation or such member of such firm or partnership to engage in the business or calling of mechanical contractor; provided, if, after a certificate of registration is issued such

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corporation, such member of such firm or partnership shall withdraw there from and cease to be connected therewith, then and in that event the city council shall forthwith revoke the certificate of registration of such corporation, firm or partnership upon the request of the chief building official.

§18-62. Violations of This Article

It shall be unlawful for any person to engage in the business of contracting mechanical work, HVAC installation and gas piping of any nature without first being registered as a mechanical contractor qualified under the provisions of this division; further, mechanical contracting shall be bonded and duly authorized as provided for in this division.

Journeyman mechanical fitters shall work under the supervision of a master mechanical fitter and are prohibited from engaging in the business of mechanical contractor within the scope of this article.

§18-63 Expiration of Registration

Such registration shall expire on December 31 following the date thereof and shall not be assignable. If registration and license fees are not paid within thirty days, the license shall automatically be revoked.

Amended by Ordinance No. , effective 05-15-2007

§18-64. Revocation; Re-Registration

The mayor and council by a majority vote shall have the power to revoke any mechanical contractor or master mechanical fitter's certificate or registration upon the recommendation of the chief building official and examining board for mechanical fitters if the same was obtained through error or fraud or if the recipient thereof is shown to be grossly incompetent or has willfully violated any of the provisions of this article or the **mechanical** code of the City a second time. This penalty shall be cumulative and in addition to the penalties prescribed for the violation of the provisions of this article. If a certificate of registration be revoked, the holder of the same shall not apply for registration until one year from the date of such revocation.

Amended by Ordinance No. , effective 05-15-2007

§18-65. Renewal

Certificates of registration at the time of their expiration may be renewed upon recommendation of the chief building official for mechanical fitters without an examination upon payment of the required registration and license fees.

Any person licensed under the provisions of this division as a master or journeyman mechanical fitter who does not renew his or her license within a period of one month after the expiration of the same shall pay the examination fees required by this division, and submit to an examination by the examining board before such person can be licensed hereunder.

Amended by Ordinance No. , effective 05-15-2007

§18-66. Persons Not Required to Register

Any person engaged in wholesale or retail sales of plumbing or gas connecting materials or supplies but not engaged in the installation, alteration, repair or removal of gas piping or appliances shall not be required to register hereunder.

Amended by Ordinance No. , effective 05-015-2007

§18-67. Unlawful Use of Registered Name

No registered mechanical fitter shall allow his or her name to be used by another person directly or indirectly either to obtain a permit for the installation of any mechanical and HVAC, or to do any gas fitting work or any appliance installing work, and if any registered mechanical fitter violates this provision, the mayor and city council shall forthwith revoke the certificate of registration issued to such mechanical fitter, and in addition to having such certificate of registration revoked, such mechanical fitter may be prosecuted under §18-72 for such violation.

Amended by Ordinance No. , effective 05-15-2007

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§18-68. Unregistered Mechanical Fitter

It shall be unlawful for any person to cause or permit any job of mechanical or HVAC, gas piping or making any gas connection incident to any property owned, managed, or controlled by such person unless the fitter performing such work has been registered as required by this division and has received a permit from the chief building official for such particular work; and any such person causing or permitting any such work to be done in violation of the provisions hereof shall be guilty of a violation of this division and subject to the penalties hereinafter provided for such violation.

Division -6. Permit to Perform Mechanical Work

§18-69. Required; To Whom Issued; Term

Before any new gas fitting mechanical work or HVAC installation is started or any repairs are made to existing gas fitting, mechanical, HVAC installation inside any building or structure, except the stoppage of leaks or minor repairs or adjustments, a permit shall be obtained from the chief building official and the required fee paid to the city building department. No permits shall be issued to anyone except a licensed master mechanical contractor or authorized journeyman mechanical fitter. All gas fitting mechanical work or HVAC installation work shall be inspected by the mechanical inspector. All gas fitting mechanical work or HVAC installation permits shall expire and become invalid sixty days after the date of their issuance.

Amended by Ordinance No. , effective 05-15-2007

§18-70. Fees

Upon the granting of a permit for gas fitting mechanical work or HVAC installation, the applicant shall pay a fee to the City in accordance with the City of Grand Island Fee Schedule.

Amended by Ordinance No. , effective 05-15-2007

§18-71. Permit to be Kept on Premises

It shall be the duty of the installer to keep all permits on the premises where the work for which the permit was issued is being done until such time as the work is completed, inspected, tested and accepted by the mechanical inspector.

Amended by Ordinance No. , effective 05-15-2007

Division 7. Penalty

§18-72. Penalty for Violation of Article

It shall be unlawful for any person upon whom a duty is placed by the provisions of this article to fail or neglect to comply with the provisions thereof, and every person failing or neglecting to comply with or violating any of the provisions of this article, shall be deemed guilty of an infraction and upon conviction thereof, shall be fined in any sum not exceeding one hundred dollars; each day's failure or neglect to comply with or the violation of any of the provisions of this article shall be cumulative and deemed a separate and distinct offense and punishable as such. The penalty provided for in this section shall be cumulative and in addition to any other penalty provided for in this article.

Amended by Ordinance No. 9049, effective 6/28/2006

Amended by Ordinance No. , effective 05-15-2007

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

ORDINANCE NO. 9117

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, on May 29, 2007.

Enacted: May 8, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item F4

#9118 - Consideration of Amending Chapter 26 of the Grand Island City Code Relative to Plumbing (Second Reading)

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: May 8, 2007

Subject: Amending Chapter 26 of the Grand Island City Code to Adopt the 2006 Uniform Plumbing Code

Item #'s: F-4

Presenter(s): Craig Lewis, Building Department Director

Background

All ordinances are required to be read by title at three separate meetings unless the rules are suspended by a vote of three-fourths of the Council. The Grand Island City Council approved Ordinance No. 9118 on first reading at their April 24, 2007 regular meeting. Six council members were present not allowing for the suspension of the rules. This item comes back before the city council for second and possible final reading.

Discussion

The City of Grand Island has adopted and enforced plumbing regulations for several decades. Currently the 2003 edition of the Uniform Plumbing Code is adopted to provide minimum standards for the protection of the public health, safety, and welfare in regard to plumbing installations and facilities. This proposal is to amend the City code to adopt the latest edition of the Uniform Plumbing code, that being the 2006 Edition.

The City generally adopts published model codes on a three to six year cycle as model codes are published and revised every three years. This edition and adoption is intended to keep current with the latest model plumbing code and bring the Cities of Hastings, Kearney, and Grand Island together as all three will be enforcing the same model plumbing code. Additional amendments will increase the time in the plumbing trade for journeyman plumbers from two years to four years before being able to take a master plumbing exam and increase the amount of liability insurance a plumbing contractor must carry from \$300,000 to \$1,000,000.

All of these modifications have been before the Grand Island Plumbing Board and received their approval and endorsement.

Alternatives

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

1. Approve the ordinance.
2. Disapprove or /Deny the ordinance.
3. Modify the ordinance to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the ordinance to adopt the 2006 Uniform Plumbing Code and modify Chapter 26 of the City Code.

Sample Motion

Motion to approve Ordinance No. 9118 on second and final reading to amend Chapter 26 of the City Code.

ORDINANCE NO. 9118

An ordinance to revise Chapter 26 of the Grand Island City Code to bring it into conformity with the 2006 UPC Code Changes; and to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance, said effective date is May 29, 2007.

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

SECTION 1. That Chapter 26, Sections 1, 2, 5, 34, 41, 42 and 43 of the Grand Island City Code shall be modified to read as follows:

§26-1. Uniform Plumbing Code Adopted

The Uniform Plumbing Code, 2006 Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted, together with Appendices as set forth hereafter, and any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the Grand Island City Code. One copy of the Uniform Plumbing Code, 2006 Edition, and all supplements or amendments thereto shall be filed in the office of the city clerk as provided by law.

The following appendices shall be used with the Uniform Plumbing Code adopted by this section:

1. Appendix A – Recommended Rules for Sizing the Water Supply System.
2. Appendix B – Explanatory Notes on Combination Waste and Vent Systems.
3. Appendix D – Sizing Stormwater Drainage Systems.
4. Appendix L – Alternate Plumbing Systems.

Amended by Ordinance No. 9024, effective 03-01-2006

Amended by Ordinance No. , effective 05-15-2007

§26-2. UPC - Certain Sections not Adopted

It is especially provided that the following chapters, sections, and tables of the Uniform Plumbing Code are not adopted or approved, and the same shall be of no force and effect:

1. Table 1-1 - Plumbing Permit Fees.
2. Chapter 13 – Health Care Facilities and Medical Gas and Vacuum Systems.
3. Gray Water Systems
4. Appendix E – Manufacture/Mobile Home Parks and Recreational Vehicle Parks.
5. Appendix F – firefighter Breathing Air Replenishment Systems
6. Appendix I – Installation Standards
7. Appendix K – Private Sewage Disposal Systems.

Amended by Ordinance No. 9024, effective 03-01-2006

Amended by Ordinance No. , effective 05-15-2007

§26-5. UPC - Amendment of Subsection 103.1.1

Subsection 103.1.1 of the Uniform Plumbing Code is hereby amended to include the following:

103.1.1. Permits Required.

Approved as to Form	<input type="checkbox"/>	_____
May 4, 2007	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9118 (Cont.)

It shall be unlawful for any person, firm or corporation to make any installation, alteration or repair any plumbing system regulated by this Code except as permitted in Subsections 103.1.2 of this section, or cause the same to be done without first obtaining a permit to do such work from the Grand Island Building Department.

(A) A permit is required for the installation or replacement of all fuel burning and other water heaters, heating potable water, together with all chimneys, vents and their connectors.

(B) A permit is required for the installation, repair, or alteration of all fuel gas piping in or in connection with any building or structure or within the property lines of any premises, other than service pipe.

(C) No device shall be installed for the prevention of backflow or back-siphonage, or be removed from use, or relocated, or other device substituted without a permit.

A permit is required for lawn irrigation systems.

(D) No water treating or conditioning equipment shall be installed without a permit.

(E) A permit and inspection are required when repairing, replacing, or installing a sewer lateral, sewer tap, or sewer cap within five (5) feet of the City main, and when repairing or replacing fifty (50) percent or more of the sewer lateral.

Any repair, replacement, or installation of a new sewer tap shall be done in compliance with the Grand Island City Code, Chapter 30, Articles IV and V.

(F) A permit is required for the repair, replacement, or installation of a water service. A Plumbing Inspection Fee will be assessed on all water meter installations and replacements.

(G) A separate permit shall be obtained for each building or structure.

No person shall allow any other person to do or cause to be done any work under a permit secured by a permittee except persons in his or her employ.

Amended by Ordinance No. 8882, effective 01-07-2004

Amended by Ordinance No. 9024, effective 03-01-2006

Amended by Ordinance No. , effective 05-15-2007

§26-34. General Rules

(1) All plumbing apprentices actively engaged under a master plumber will be required to register with the City Building Department. Experience accrued towards taking the journeyman plumbers test will only be accepted as a registered apprentice. Time accrued previous to registration will be approved and noted.

(2) Time required for an apprentice to be actively engaged in the trade under the supervision of a master, journeyman, or qualified shop will be a minimum of three years. Proof of qualifications will be submitted to the Board in writing for consideration and approval for the journeyman examination. Any academical time to be considered by the Board in place of actual apprenticeship time in the trade must be from a State accredited college or Technical school.

(3) Applicants must hold a journeyman license for a minimum of four years before taking the Master exam, and be actively engaged in the trade for the full four years.

(4) The minimum age limit for a Journeyman examination will be Twenty (20) years of age unless approved by the Board.

(5) The allotted time for the Master and Journeyman examination will be four hours (two hours open book and two hours closed book).

(6) Request for Master and Journeyman examination will be filed in the City of Grand Island Building Department Office prior to the examination date for the consideration of the Board. Examination fee will be paid with the application. No exam fee will be refunded after taking the examination.

(7) All applicants will submit, along with their request for examination, letters of proof of the required apprenticeship time actively engaged in the trade.

(8) In the event that an applicant fails to pass the examination given, he may make application for a subsequent exam after eighty-five (85) days have passed.

(9) At the discretion of the Board, experience gained at a industrial plant or outside the tri-city jurisdiction may be considered as apprenticeship time to qualify for a Journeyman examination. Information considered by the Board shall include written proof of previous experience record and oral examination.

ORDINANCE NO. 9118 (Cont.)

(10) All examination papers are the property of the examining Board. Applicants will not be permitted to remain during grading or to review examination papers after they have been submitted for grading. Test results will be sent by mail.

(11) Applicant must obtain a passing score on each part of the exam (written as well as drawing).

(12) An applicant with a passing score will have a 30 day grace period to pick up a new license dated from the test date.

(13) An applicant must supply his own copy of this Code; the Grand Island Building Department will not supply copies to anyone during the test. Photocopies, reference books, or any other reference materials will not be allowed in the testing area during the test.

Amended by Ordinance No. , effective 05-15-2007

§26-41. Insurance

(1) Every licensee shall maintain in full force and effect insurance policies written by a company or companies authorized to do business in Nebraska, with the following coverages and amounts.

(a) Comprehensive General Liability Insurance covering the operations of the licensee, including completed operations, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

(b) A provision making the City of Grand Island an additional insured for any third party claims for bodily injury or property damage based upon occurrences in connection with the licensee's business operations, including completed operations, within the City's zoning jurisdiction.

(2) The licensee shall furnish the City of Grand Island with a certificate or certificates of insurance for the above insurance coverage which shall contain a statement that said policies contain a provision that said policies may not be canceled without written notice of such cancellation having been served on the City at least thirty (30) days prior to the date of cancellation.

Amended by Ordinance No. , effective 05-15-2007

§26-42. Use of Licensee's Name by Another

No person or concern who has obtained a contracting plumber's registration pursuant to this chapter shall allow his or her name to be used by another person or concern, either for the purpose of obtaining permits, or for doing business or work under such registration or license. Every person licensed pursuant to this section shall notify the Board of any change of street address. It shall be unlawful for any person not licensed as a master plumber to use the words "master plumber", "plumber" or "plumbing" in any advertising.

Amended by Ordinance No. , effective 05-15-2007

§26-43. Examinations; Fee; Exemptions

Any person desiring to be licensed as a master plumber or as a journeyman plumber pursuant to this chapter shall make written application for an examination to the Board. Examination fees shall be in accordance with the City of Grand Island Fee Schedule.

Examination fees shall accompany such application and shall be accounted for and turned over to the City Treasurer. Examination fees are not returned but shall be forfeited in the event the applicant fails the examination.

Any person validly registered or licensed as a master plumber or journeyman plumber or equivalent capacity by the City of Hastings or the City of Kearney shall be exempt from taking the foregoing examination, and provided the applicant is otherwise qualified pursuant to this code, shall be issued an equivalent license upon application and payment of fees.

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

ORDINANCE NO. 9118 (Cont.)

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, on May 29, 2007.

Enacted: May 8, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item G1

**Receipt of Official Document - Tort Claim Filed by Sheri S.
Chandler**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: Dale Shotkoski, City Attorney

Meeting: May 8, 2007

Subject: Receipt of Official Document – Tort Claim filed by Sheri S. Chandler

Item #'s: G-1

Presenter(s): Dale Shotkoski, City Attorney

Background

The City of Grand Island has received a Notice of Tort Claim on behalf of Sheri S. Chandler, alleging certain claims in connection with an incident which occurred on June 7, 2006, in a pasture east of town. Ms. Chandler's 14 year old mare caught her left leg in a guy wire which amputated the lower limb. As a result the horse had to be euthanized.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Sheri Chandler, is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Grand Island, a written notice of the claim must be filed with the City clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Grand Island has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Administrator's office or the City Attorney, and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask that comments be carefully considered so that the legal rights of all parties are preserved.

Discussion

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

Recommendation

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

Sample Motion

Motion to approve acknowledgement of the Tort Claim filed by Sheri S. Chandler.

Claim Against the City Of Grand Island



Who is Making the Claim:

Name: Sheri S. Chandler
Address: 4508 West Capital Avenue, Grand Island, NE 68803
Phone: 308-382-2917

What happened? Zan Bar Investor (14 year old mare) (AQHA) caught her left leg in a guy wire. It amputated her lower limb. She had to be euthanized by veterinarian Dr. Dennis Smith.

Where did it happen? pasture east of town (the old Grand Island Power Plant), located in Merrick County

When did it happen (time and date)? June 7, 2006

What are the damages? (Exact dollar amount of claim; please attach copies of bills, estimates or other appropriate documents.) \$50,000.00 (the value of my horse)

Who do you believe is at fault, and why? Grand Island Utilities. Guy wires from power line poles were disconnected and left on the ground. They were hidden from view with no notice of their presence.

Was the incident reported to anyone else? (i.e. Police, Utilities, etc.) Reported to Grand Island Utilities (Larry Christensen).

Is there any other information not included above?

Sheri S. Chandler
Signature of Person Making Claim

4-17-07
Date

Please return completed form to:
Legal Department (Insurance)
100 East First Street
Grand Island, NE 68801
(308) 385-5444, ext. 137



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item G2

Approving Minutes of April 24, 2007 City Council Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 24, 2007

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 April 24, 2007. Notice of the meeting was given in *The Grand Island Independent* on April 18, 2007.

Mayor Margaret Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Cornelius, Nickerson, Gericke, Brown, Gilbert, and Meyer. Councilmember's Haase, Walker, and Whitesides were absent. The following City Officials were present: City Clerk RaNae Edwards, City Attorney Dale Shotkoski, Finance Director David Springer, and Public Works Director Steve Riehle.

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

MAYOR COMMUNICATION: Mayor Hornady acknowledged Community Youth Council members Malorie Meier and Megan Bombeck. Mayor Hornady announced that this was the last meeting for Councilmember Carole Cornelius and thanked her for her service on the City Council. Councilmember Cornelius thanked the residents of the City of Grand Island for the privilege of serving on the council.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Arbor Day" April 27, 2007. Mayor Hornady proclaimed April 27, 2007 as "Arbor Day". Steve Paustian, Parks and Recreation Director was present to receive the proclamation.

Proclamation "Tourism Recognition Month" May 2007. Mayor Hornady proclaimed the month of May 2007 as "Tourism Recognition Month". Renee Seifert was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Request of Casey's Retail Company dba Casey's General Store #2707, 806 North Eddy Street for a Class "B" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Casey's Retail Company dba Casey's General Store #2707, 806 North Eddy Street for a Class "B" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 2, 2007; notice to the general public of date, time, and place of hearing published on April 14, 2007; notice to the applicant of date, time, and place of hearing mailed on April 2, 2007; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request of Casey's Retail Company dba Casey's General Store #2737, 1814 North Eddy Street for a Class "B" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Casey's Retail Company dba Casey's General Store #2737, 1814 North Eddy Street for a Class "B" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 2, 2007; notice to the general public of date, time, and place of hearing published on April 14, 2007; notice to the applicant of date, time, and place of hearing mailed on April 2, 2007; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request of Don Kruse dba Jackrabbit Run Golf Course, 2800 North Shady Bend Road for a Class "A" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Don Kruse dba Jackrabbit Run Golf Course, 2800 North Shady Bend Road for a Class "A" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 5, 2007; notice to the general public of date, time, and place of hearing published on April 14, 2007; notice to the applicant of date, time, and place of hearing mailed on April 5, 2007; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Tax Increment Financing for Procon Handicapped Housing Development. Chad Nabity, Regional Planning Director reported that Procon Development LLC had applied for tax increment financing for the development of 20 handicap accessible apartments on the south side of Capital Avenue east and west of Geddes Street. Procon had submitted a redevelopment proposal and had been approved by the Community Redevelopment Authority and the Regional Planning Commission. Approval was recommended. No public testimony was heard.

Public Hearing on Change of Zoning for Land Located at 1822 and 1824 East 7th Street from M-2 Heavy Manufacturing to R-4 High Density Residential. Chad Nabity, Regional Planning Director reported that property located east of Skypark Road and north of 7th Street at 1822 and 1824 East 7th Street containing approximately 1.357 acres. The owner was proposing a change of zoning from M-2 Heavy Manufacturing to R-4 High Density Residential. No public testimony was heard.

Public Hearing on Change of Zoning for Land Located at 4106 West Stolley Park Road from LLR – Large Lot Residential to B-2 General Business. Chad Nabity, Regional Planning Director reported that Chief Industries, owner of property located at 4106 West Stolley Park Road just west of U.S. Highway 30 and north of Stolley Park Road had submitted an application for a change of zoning from LLR – Large Lot Residential to B-2 General Business for the purpose of building corporate offices. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Along the North Line of Outfall Ditch 30B, Northeast of the Wastewater Treatment Plant (Midland Ag Services, Inc.). Gary Mader, Utilities Director reported that acquisition of a utility easement located along the north side of Outfall Ditch 30B, northeast of the Wastewater Treatment Plant was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would be used to construct a three phase overhead feeder along the north bank of the outfall ditch. This line would become a feeder from Substation E which was

located at Museum drive, north of the outfall ditch, to the three phase line that currently exists along Shady Bend Road. No public testimony was heard.

Public Hearing on Amendment to Community Development Block Grant 03-HO-404. Marsha Kaslon, Community Development Administrator reported that the Nebraska Department of Economic Development (DED) performed a monitoring visit in December of 2006 and had one finding regarding the Reuse of Program Income. The amendment to the grant would include the Reuse of Program Income. No public testimony was heard.

ORDINANCES:

#9115 – Consideration of Change of Zoning for Land Located at 1822 and 1824 East 7th Street from M-2 Heavy Manufacturing to R-4 High Density Residential

#9116 – Consideration of Change of Zoning for Land Located at 4106 West Stolley Park Road from LLR – Large Lot Residential to B-2 General Business

Chad Nabity, Regional Planning Director reported Ordinances #9115 and #9116 related to the aforementioned Public Hearings. Discussion was held on Ordinance #9116 concerning city services, which were available and traffic on Stolley Park Road.

Motion by Gilbert, second by Meyer to approve Ordinances #9115 and #9116 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

#9117 – Consideration of Amending Chapter 18 of the Grand Island City Code Relative to Gas

#9118 – Consideration of Amending Chapter 26 of the Grand Island City Code Relative to Plumbing

Craig Lewis, Building Department Director reported that Ordinances #9117 and #9118 would adopt the 2006 Uniform Mechanical Code and 2006 Uniform Plumbing Code.

Motion by Gilbert, second by Brown to approve Ordinances #9117 and #9118 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Consent Agenda item G-11 was removed from the agenda at the request of the Mayor and item G-16 was pulled for further discussion. Motion by Gericke, second by Gilbert to approve the Consent Agenda excluding items G-11 and G-16. Upon roll call vote, all voted aye. Motion adopted.

Approving Appointment of Roger McShannon, Mark Tracy, and Barbara Clinch to the Business Improvement District No. 5 Board.

Approving Minutes of April 10, 2007 City Council Regular Meeting.

Approving Minutes of April 17, 2007 City Council Study Session.

Approving Request of Tina Krings, 1005 Village Green Drive #4, Norfolk, Nebraska for Liquor Manager Designation for Casey's General Stores #1768, #2727, #2732, and #2742.

Approving Request of Susan McAfee, 1863 7th Avenue, Dannebrog, Nebraska for Liquor Manager Designation for Pump & Pantry #6, 3355 Stolley Park Road and Pump & Pantry #8, 2028 North Broadwell Avenue.

#2007-89 – Approving Tax Increment Financing for Procon Handicapped Housing Development.

#2007-90 – Approving Agreement for Consulting Services for Tier II Emission Rate Testing at the Solid Waste Landfill with Aquaterra Environmental Solutions, Inc. of Omaha, Nebraska in an Amount of \$16,054.00.

#2007-91 – Approving Acquisition of Utility Easement Located Along the North Line of Outfall Ditch 30B, Northeast of the Wastewater Treatment Plant (Midland Ag Services, Inc.)

#2007-92 – Approving Amendment to the 2006/2007 Fee Schedule.

#2007-93 – Approving Renewal of Leases at the Cornhusker Army Ammunition Plant for Storage Buildings with Dominion Construction, \$2,500.00/yr.; Jerry Harders, \$750.00/yr.; and Nebraska State Patrol, \$500.00/yr.

#2007-94 – Approving Bid Award for Vehicle Exhaust Removal System with Air Cleaning Tech, Inc. of Bonner Springs, Kansas in an Amount of \$47,550.00. This item was removed from the agenda at the request of the Mayor.

#2007-95 – Approving Bid Award for Breathing Air System Compressor with Midwest Breathing Air, L.L.C. of Wapello, Iowa in an Amount of \$36,149.16.

#2007-96 – Approving Bid Award for Handicap Ramp Project No. 2007-1 with Galvan Construction, Inc. of Grand Island, Nebraska in an Amount of \$89,308.78.

#2007-97 – Approving Amendment to Agreement for Engineering Consulting Services for the Widening of Capital Avenue with Olsson Associates, Grand Island, Nebraska.

#2007-98 – Approving Amendment to Community Development Block Grant 03-HO-404.

#2007-99 – Approving Informal and Formal Negotiations with Charter Communications Relative to the Cable Franchise Agreement. Dale Shotkoski, City Attorney gave an update on what has occurred so far in the negotiations with Charter Communications and what the next steps would be. Explained were the differences between informal and formal negotiations.

Motion by Gilbert, second by Brown to approve Resolution #2007-99. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTION:

#2007-100 – Consideration of Request from Casey's Retail Company dba Casey's General Store #2707, 806 North Eddy Street for a Class "B" Liquor License and Liquor Manager Designation

for Tina Krings, 1005 Village Green Drive #4, Norfolk, Nebraska. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Cornelius to approve Resolution #2007-100. Upon roll call vote, all voted aye. Motion adopted.

#2007-101 – Consideration of Request from Casey’s Retail Company dba Casey’s General Store #2737, 1814 North Eddy Street for a Class “B” Liquor License and Liquor Manager Designation for Tina Krings, 1005 Village Green Drive #4, Norfolk, Nebraska. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Cornelius to approve Resolution #2007-101. Upon roll call vote, all voted aye. Motion adopted.

#2007-102 – Consideration of Request from Don Kruse dba Jackrabbitt Run Golf Course, 2800 North Shady Bend Road for a Class “A” Liquor License. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Cornelius to approve Resolution #2007-102. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Nickerson to approve the Claims for the period of April 11, 2007 through April 24, 2007, for a total amount of \$3,891,651.35. Motion adopted unanimously.

Motion by Cornelius, second by Nickerson to approve the following Claim for the Library Expansion for the period of April 11, 2007 through April 24, 2007:

#67 \$3,575.00

Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:55 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item G3

**Approving Request of Linda Sands, 1004 West 12th Street for
Liquor Manager Designation for the Fraternal Order of Eagles
#378, 213 North Sycamore Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 8, 2007

Subject: Request of Linda Sands, 1004 West 12th Street for Liquor Manager Designation for Fraternal Order of Eagles, 213 North Sycamore Street

Item #'s: G-3

Presenter(s): RaNae Edwards, City Clerk

Background

Linda Sands, 1004 West 12th Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "C-01462 Liquor Licenses for the Fraternal Order of Eagles located at 213 North Sycamore Street.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request of Linda Sands, 1004 West 12th Street for Liquor Manager Designation in conjunction with the Class "C-01462" Liquor License for the Fraternal Order of Eagles, 213 North Sycamore Street with the stipulation that Ms. Sands complete a state approved alcohol server/seller training program.



INTEROFFICE
MEMORANDUM
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: April 20, 2007
TO: RaNae Edwards, City Clerk
FROM: Dave Vitera, Sergeant, Police Department
RE: Liquor Manager Designation for Fraternal Order of Eagles,
213 N Sycamore, Grand Island, NE 68801

The Grand Island Police Department has received the application for Liquor Manager Designation for the Fraternal Order of Eagles, 213 N. Sycamore, Grand Island, Nebraska in the name of Linda Sands, 1004 W 12th Street.

The applicant failed to indicate that she was convicted of a speeding and seat belt violation in July, 2003. However, because her conviction didn't raise to the level of a Class I misdemeanor, her application would not be automatically excluded.

Therefore, it is the Police Department's recommendation to approve Linda Sands for a Liquor Manager Designation for the Fraternal Order of Eagles, 213 N. Sycamore, Grand Island, NE 68801.

DV/rk *Dave Vitera*

04/19/07
09:40

Grand Island Police Dept.
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : 16:21:44 04/18/2007
Occurred before : 16:21:44 04/18/2007
When reported : 16:21:44 04/18/2007
Date disposition declared : 04/19/2007
Incident number : L07042485
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 213 Sycamore St N
State abbreviation : NE
ZIP Code : 68801
Contact or caller : Linda Sands
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number : printed
Geobase address ID : 11208
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	53299	04/18/07	Eagles Club,	Business
NM	63724	04/18/07	Sands, Linda K	Liquor Man Invest

LAW INCIDENT CIRCUMSTANCES:

Se Circu Circumstance code Miscellaneous

1 LT03 Bar/Night Club

LAW INCIDENT NARRATIVE:

Liquor Manager Designation Investigation

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 UNIT10 Josh Test

04/19/07
09:40

Grand Island Police Dept.
LAW INCIDENT TABLE

450
Page: 2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	09:10:26 04/19/2007

Grand Island Police Department
Supplemental Report

I received an application for Linda K. Sands to have a Liquor Manager Designation for the Fraternal Order of Eagles. I checked Linda through Spillman and found that she had a traffic citation in 2003. I also checked NCJIS. NCJIS confirmed that Linda was convicted of speeding and a seatbelt violation on 7/3/03. I did not find any other violations.

The application clearly asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge?" It further states that a charge includes federal, state, "local law, ordinance, or resolution." Linda checked the "NO" box to this question on the application. The speeding would fall under state law or local ordinance. Linda's undisclosed conviction technically makes the application false. According to the Nebraska Liquor Control Act Part II Rules and Regulations, Chapter 2 Requirements for Licensees, .010.01 Falsification of Application. It states:

"No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license."

According to the Nebraska Liquor Control Act (Part I, Article I, [D] Licenses, Issuance and Revocation- 53-125 "Classes of persons to whom no license issued" "No license of any kind shall be issued to...(5) a person who has been convicted of or has pleaded guilty to any Class I misdemeanor pursuant to Chapter 28, article 3, 4, 7, 8, 10, 11 or 12, or any similar offense under a prior criminal statute or in another state..." Since Linda's conviction for speeding/no seatbelt didn't rise to the level of a Class I Misdemeanor, her application would not be automatically excluded.

It's the Police Department's recommendation to approve Linda Sands for a Liquor Manager Designation for the Fraternal Order of Eagles.

Date, Time: Thu Apr 19 09:36:12 CDT 2007
Reporting Officer: Vitera
Unit #: 835



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item G4

**#2007-103 - Approving Final Plat and Subdivision Agreement for
Cooper Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: May 8, 2007
Subject: Cooper Subdivision – Final Plat
Item #'s: G-4
Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This final plat proposes to create 2 lots on a tract of land comprising all of Lot Four (4), Block Ninety-three (93), Original Town of Grand Island, Nebraska. There are two existing houses on this tract. Both houses have been there more than 50 years. The owners intend to sell the houses to different owners and need to have each house on its own lot to do so. The houses are served by separate sewer and water lines. This tract of land consists of approximately 0.200 acres.

Discussion

The final plat for Cooper Subdivision was considered under the Consent Agenda by the Regional Planning Commission at the May 2, 2007 meeting. A motion was made by Ruge and seconded by Hayes to approve the plat as presented. A roll call vote was taken and the motion carried with 9 members present voting in favor (Miller, O'Neill, Ruge, Amick, Niemann, Eriksen, Hayes, Snodgrass, Bredthauer).

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

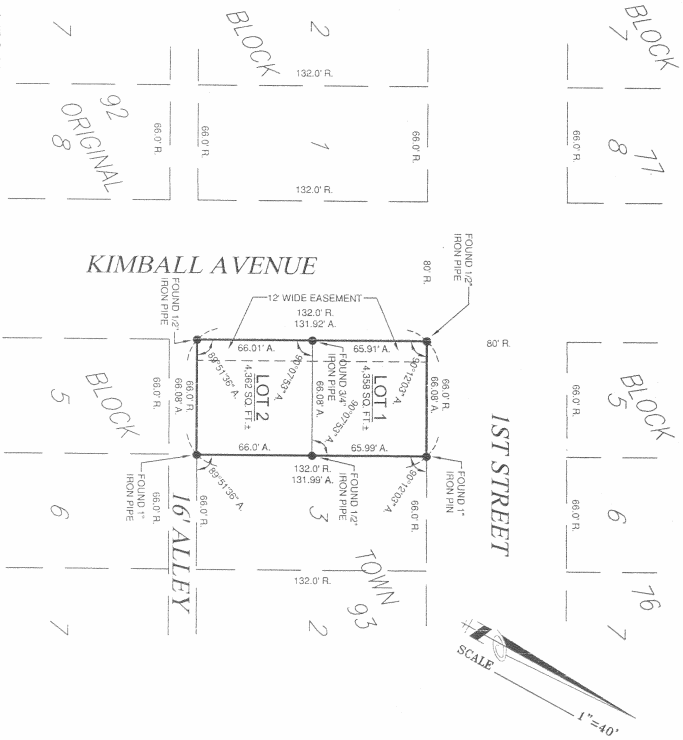
City Administration recommends that the Council approve the final plat as presented.

Sample Motion

Motion to approve as recommended.



R - RECORDED (PLATED) DISTANCE ON PLAT OF ORIGINAL TOWN
A - ACTUAL DISTANCE AND/OR ANGLE



LEGAL DESCRIPTION

A tract of land comprising all of Lot Four (4), Block Ninety Three (93), Original Town of Grand Island, Nebraska, and containing 0.200 acres, more or less.

SURVEYORS CERTIFICATE

I, hereby certify that on _____, 2007, I completed an accurate survey (made under my supervision) of the above described "BLOCK" in the City of Grand Island, Nebraska, as shown on the accompanying plat hereof; that the lots, blocks, tracts, avenues, streets, easements, and other things shown on this plat were correctly located and measured, and that the accompanying plat hereof, as well as and accurately stated of and marked that iron markers were placed at all corners and shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

Law D. Wopner, Registered Land Surveyor No. 557

(SEAL)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, John H. Dearing and Tommy D. Dearing, husband and wife, being the owners of the land described hereon, have caused same to be surveyed, subdivided, plotted and designated as "COOPER SUBDIVISION" in the City of Grand Island, Nebraska, as shown on the accompanying plat hereof, and do hereby dedicate the easements, if any, for the location, construction, maintenance and use of streets, avenues, streets, easements, or other things shown on this plat, and hereby prohibiting the planting of trees, bushes, shrubs, or placing other obstructions upon the surface of such easements, and that the foregoing subdivision as more particularly described in the description hereon, on this plat, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto at Grand Island, Nebraska, this _____ day of _____, 2007.

John H. Dearing

Tommy D. Dearing

ACKNOWLEDGEMENT

State of Nebraska
County of Hall

33

On this _____ day of _____, 2007, before me, _____, a Notary Public in and for said County, personally appeared John H. Dearing and Tommy D. Dearing, husband and wife, to me personally known to be the identical persons whose signatures are affixed hereto, and they did acknowledge the execution hereof to be his and her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal of Grand Island, Nebraska, on the date last above written.

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 Aldo, Cairo and Doniphan, Nebraska.

Chairman

Date

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2007.

Mayor

City Clerk

(SEAL)

COOPER SUBDIVISION

IN THE CITY OF GRAND ISLAND, NEBRASKA

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

Cooper Subdivision Summary

Developer/Owner

John and Tammy Dearing
1320 N Wheeler Ave
Grand Island, NE 68801

2 Lots south of First Street and east of Kimball Ave.

Size: 0.20 Acres

Zoning B3 Heavy Business

Road Access: Public with existing standard City Streets

Water Public: City Water (both houses have separate water services)

Sewer Public: City Sewer (both houses have separate water services)



RESOLUTION 2007-103

WHEREAS, John H. Dearing and Tammy D. Dearing, Husband and Wife, as owners, have caused to be laid out into lots, a tract of land comprising all of Lot Four (4), Block Ninety-Three (93), Original Town of Grand Island, Hall County, Nebraska, under the name of COOPER SUBDIVISION, and have caused a plat thereof to be acknowledged by it; and

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

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

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

BE IT FURTHER RESOLVED that the final plat of COOPER 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, May 8, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
May 3, 2007	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item G5

**#2007-104 - Approving Severance Agreement with the Northwest
Baseball/Softball Association**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: May 2, 2006

Subject: Approving Severance Agreement with Northwest Baseball/Softball Association

Item #'s: G-5

Presenter(s): Steve Paustian, Park and Recreation Director

Background

The Northwest Baseball/Softball Association (NWBSA) received a grant to purchase backstops and fencing for two fields being developed on property belonging to the First United Methodist Church located at 4190 West Capital Avenue. The backstops and fencing will provide an area for participants to play. These new fields will take the place of the two fields currently located at Westridge Middle School when the school becomes Engelman Elementary.

Discussion

In order for NWBSA to purchase backstops and fencing materials sales tax free the City needs to own the improvements. The legal department has drafted an agreement with the Church that would clarify City ownership of the backstops and associated fencing and to allow the purchase to be made without paying sales tax.

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 enter into an agreement with the First United Methodist Church that will allow the purchase of the backstops and associated fencing to be sales tax exempt.

Sample Motion

Motion to approve the severance agreement with First United Methodist Church.

SEVERANCE AGREEMENT

WHEREAS, The City of Grand Island, Nebraska (herein called City), will place certain improvements upon real estate owned by the First United Methodist Church, (*herein called the "Church"*), for a sports league program under an agreement with the City to wit:

Chain link backstops and accessory equipment which is (are) affixed or will be affixed to the following-described real estate:

A tract of land comprising a part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), and a part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at a point One (1.0) foot west of the southwest corner of said Southeast Quarter (SE $\frac{1}{4}$); thence easterly along the south line of said Section Two (2), a distance of One (1.0) foot, to the southwest corner of said Southeast Quarter (SE $\frac{1}{4}$); thence continuing easterly along the south line of said Section Two (2), a distance of Seven Hundred Forty (740.0) feet; thence northerly perpendicular to said south line of Section Two (2), a distance of Four Hundred Seven (407.0) feet; thence westerly parallel to the south line of said Southeast Quarter (SE $\frac{1}{4}$), a distance of Seven Hundred Forty-Nine and Twenty-Five Hundredths (749.25) feet, to a point one (1.0) foot west of the west line of said Southeast Quarter (SE $\frac{1}{4}$), also being a point on the east line of Independence Avenue; thence southerly along said east line of Independence Avenue, also being a line one (1.0) foot west of and parallel to the west line of said Southeast Quarter (SE $\frac{1}{4}$), a distance of Four Hundred Seven (407.0) feet to the place of beginning, said tract containing 6.961 acres, more or less, except a tract described as: Beginning at a point where the east line of Independence Avenue intersects with the north line of Capital Avenue; thence east on the north line of Capital Avenue for a distance of sixty (60.0) feet; thence northerly, curving left on an arc with a radius of Three Hundred Thirty Feet (330.0) and a chord length of One Hundred Forty-Five and Two Hundredths (145.02) feet to a point of reverse curvature; thence curving right on an arc with a radius of Two Hundred Eighty Seven and Eight-Six Hundredths (287.86) feet and a chord length of One Hundred Twenty Three and Seventy-Two Hundredths (123.72) feet to a point on the east line of Independence Avenue; thence southerly on the east line of Independence Avenue for a distance of Two Hundred Sixty One and Ninety-Four Hundredths (261.94) feet to the point of beginning previously deeded to the City of Grand Island, Hall County, Nebraska.

NOW, THEREFORE, in consideration of the making such improvements by the City, the undersigned parties hereby;

(1) Consent to the installation of said structures or improvements and agree that the same shall be and remain severed from the real property described above, shall not be or become fixtures or a part of the real estate even though attached thereto,

(2) Agree that the "City" may take possession of and remove said property without notice to the undersigned parties and without liability to them for any diminution of value of the real estate caused by the absence of the property or by any necessity for replacing the property.

(3) Agree that the property shall not be subject to any encumbrances heretofore or hereafter placed on the real estate by any of the parties except the "City".

(4) Agree that as between the owner of the real estate and owner of the chattels subject to this severance agreement (City), the chattels shall remain the separate property of City who shall have the right to remove the same from the real estate.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this instrument this ____ day of _____, 20__

THE FIRST UNITED METHODIST CHURCH,

By: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF)

Before me, a notary public qualified for said county, personally came _____ on behalf of the First United Methodist Church and acknowledged the execution thereof to be _____ voluntary act and deed.

Witness my signature and notary seal on _____, 20__.

Notary Public

My commission expires: _____

R E S O L U T I O N 2007-104

WHEREAS, the City of Grand Island has an agreement with Northwest Baseball/Softball Association to provide administration for the baseball league program; and

WHEREAS, it is desirable to develop ball fields upon property owned by the First United Methodist Church described hereinafter; and

WHEREAS, the city must retain ownership of the physical improvements purchased with city funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the city allow the installation of chain linked back stops and accessory equipment upon the real estate hereinafter described in the amount of \$4,511.42 for use in the sports program administered by Northwest Baseball/Softball Association pursuant to its agreement with the City of Grand Island, Nebraska. Provided however, that the source of funds for this expenditure shall come entirely from gifts from Northwest Baseball/Softball Association and grants. Improvements purchased with these funds shall remain the property of the City of Grand Island, Nebraska, and a severance agreement will be signed by the First United Methodist Church and recorded in the office of the Hall County Register of Deeds. The severance agreement may be executed on behalf of the city by the Mayor and attested to by the City Clerk.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
May 4, 2007	<input type="checkbox"/>	City Attorney

Legal Description:

A tract of land comprising a part of the Southwest Quarter (SW¹/₄) of the Southeast Quarter (SE¹/₄), and a part of the Southeast Quarter (SE¹/₄) of the Southwest Quarter (SW¹/₄) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at a point One (1.0) foot west of the southwest corner of said Southeast Quarter (SE¹/₄); thence easterly along the south line of said Section Two (2), a distance of One (1.0) foot, to the southwest corner of said Southeast Quarter (SE¹/₄); thence continuing easterly along the south line of said Section Two (2), a distance of Seven Hundred Forty (740.0) feet; thence northerly perpendicular to said south line of Section Two (2), a distance of Four Hundred Seven (407.0) feet; thence westerly parallel to the south line of said Southeast Quarter (SE¹/₄), a distance of Seven Hundred Forty-Nine and Twenty-Five Hundredths (749.25) feet, to a point one (1.0) foot west of the west line of said Southeast Quarter (SE¹/₄), also being a point on the east line of Independence Avenue; thence southerly along said east line of Independence Avenue, also being a line one (1.0) foot west of and parallel to the west line of said Southeast Quarter (SE¹/₄), a distance of Four Hundred Seven (407.0) feet to the place of beginning, said tract containing 6.961 acres, more or less, except a tract described as: Beginning at a point where the east line of Independence Avenue intersects with the north line of Capital Avenue; thence east on the north line of Capital Avenue for a distance of sixty (60.0) feet; thence northerly, curving left on an arc with a radius of Three Hundred Thirty Feet (330.0) and a chord length of One Hundred Forty-Five and Two Hundredths (145.02) feet to a point of reverse curvature; thence curving right on an arc with a radius of Two Hundred Eighty Seven and Eight-Six Hundredths (287.86) feet and a chord length of One Hundred Twenty Three and Seventy-Two Hundredths (123.72) feet to a point on the east line of Independence Avenue; thence southerly on the east line of Independence Avenue for a distance of Two Hundred Sixty One and Ninety-Four Hundredths (261.94) feet to the point of beginning previously deeded to the City of Grand Island, Hall County, Nebraska.



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item G6

**#2007-105 - Approving Consultant Contract for Nebraska
Children and Families Foundation Grant**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development
Meeting: May 8, 2007
Subject: Consultant Agreement for NCFF Grant Coordination
Item #'s: G-6
Presenter(s): Joni Kuzma, Development Grants Specialist

Background

In September 2006, the City of Grand Island received a \$20,189.40 Nebraska Children and Families Foundation grant for Community Prevention and Early Intervention System Development. For the past two years, the City has worked closely with the Coalition for Children, Nebraska Children and Families Foundation, and local human service agencies in organizing the Coalition and planning for the grant. The grant was awarded to fund a consultant to coordinate grant activities and will be a contracted position, similar to the Homeless Housing Study contract with consultant, Kay Payne.

A Request for Proposals to conduct the study was published in the Grand Island Independent on March 17 and 18, 2007 and a secondary distribution list provided to the City Clerk. Sealed proposals were due and opened in the City Clerk's office on March 26, 2007 at 4:00 p.m.

Discussion

The consultant will help the Coalition coordinate Leadership Team learning opportunities (monthly/bi-monthly), create continued education opportunities for area service providers, improve the system of communication among service providers, address grant goals, and develop, enhance and sustain the logic model priority areas of the 2005 Service Array Assessment. Technology will be utilized to access and/or promote professional educational trainings and other resources through electronic communication, tele-video conferencing, and/or Grand Island Educational Television (GITV).

Anticipated outcomes will be shared leadership that has common vision and values, increased community collaboration as a result of shared training and education, and adequate community resources to sustain training and education. The ultimate goals are to:

- 1) effect systems change,
- 2) create a culture of collaboration, and
- 3) improve the quality of service to children and families in the community
- 4) decrease fragmentation of the current service system through improved communication
- 5) build community capacity to influence systems change through leadership development, and
- 6) coordinate education and relationship building.

Two proposals were received and an agreement negotiated with the consultant who received the top scoring review. At this time, it is staff recommendation that a one-year agreement, with the option of a two year extension, be awarded to Diann Muhlbach for a contracted amount not to exceed the budgeted salary and fringe benefit amount of \$19,445.04. The remaining grant amount of \$744.36 will be used to pay for cell phone costs. The effective date of the agreement shall be May 11, 2007. The agreement may be extended for an additional two years (not to exceed a total of three years), depending on grant funding.

Alternatives

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

1. Approve the Consultant agreement with Diann Muhlbach to coordinate the grant and give approval for the Mayor to sign all related documents.
2. Disapprove or /Deny the consultant agreement.
3. Modify the consultant agreement to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that Council approve the consultant agreement with Diann Muhlbach to coordinate the grant and give approval for the Mayor to sign all related documents.

Sample Motion

Approve the consultant agreement with Diann Muhlbach to coordinate the grant and give approval for the Mayor to sign all related documents.

SERVICE AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Grand Island (hereinafter referred to as the City) and Diann Muhlbach (hereinafter referred to as the Consultant).

WITNESSES THAT:

WHEREAS, the City and the Consultant are desirous of entering into an agreement to formalize their relationship and

WHEREAS, the City has been awarded NEBRASKA CHILDREN AND FAMILIES FOUNDATION funds for the purposes set forth herein, and

WHEREAS, the City is a partner with the Coalition for Children for purposes of this grant, and

WHEREAS, the Scope of Work included in this agreement is authorized as part of the City approved Coalition for Children program, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local Coalition for Children program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined the work activities described in the Scope of Work. (Attachment #1 to the agreement).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this agreement shall be May 11, 2007. The termination date of the agreement shall be one month following submission of the final Nebraska Children and Families Foundation report or at a time mutually agreed to by the parties. An addendum to this contract shall be executed in the event of an extension to the contract term.

3. Consideration

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Attachment #2 to complete the Scope of Work. In no event shall the total amount reimbursed by the City exceed the awarded sum in the active grant period. Reimbursement under this agreement shall be based on billing statements

submitted by the Consultant for services provided, according to the required City Council cut-off dates for submission of bills.

It is also understood that this agreement is funded in part or in whole with funds through the Nebraska Children and Families Foundation and is subject to those regulations and restrictions normally associated with their programs and any other requirements that they may prescribe.

4. Records

The Consultant agrees to maintain such records and follow such procedures as may be required under OMB Circular A102 and any such procedures that the City or the Coalition may prescribe. In general such records will include information pertaining to the agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards, (as appropriate), and performance.

All such records and all other records pertinent to this agreement and work undertaken under this agreement shall be retained by the Consultant for a period of three years after the final audit of the City project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Coalition, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and agreement.

5. Relationship

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute agreements or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this agreement the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this agreement in the manner specified herein:

- a. **Suspension** If the Consultant fails to comply with the terms and conditions of this agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this agreement, the City may suspend the agreement effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this agreement. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the agreement except:
 - (1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

- (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this agreement, otherwise allowable costs incurred during the period of suspension will be allowed.
- (3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City in accordance with the percentage of the work completed.

b. **Termination for Cause** If the Consultant fails to comply with the terms and conditions of this agreement and any of the following conditions exist;

- (1) The lack of compliance with provisions of this agreement are of such scope and nature that the City deems continuation of the agreement to be substantially detrimental to the interests of the City;
- (2) The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
- (3) The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this agreement; then, the City may terminate this agreement in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. **Termination for Other Grounds** The agreement may also be terminated in whole or in part:

- (1) By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, the portion to be terminated.
- (2) If the funds allocated by the City via this agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- (3) In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- (4) The City may terminate this agreement at any time giving at least 10 days notice in writing to the Consultant. If the agreement is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon the City and the Consultant, shall be incorporated in written amendments to this agreement.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

The work or services covered by this agreement may be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be the full responsibility of the Consultant, subject to each provision of this agreement.

9. Assignability

The Consultant shall not assign any interest on this agreement, and shall not transfer any interest on this agreement (whether by assignment or novation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of such assignment or transfer shall be furnished promptly to the City.

10. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this agreement shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall hold the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this agreement.

14. Executive Order 11246 (APPLICABLE TO CONSTRUCTION AGREEMENTORS ONLY)

During the performance of this agreement, the Consultant agrees as follows:

Add appropriate Executive Order 11246 Clause (depending on the amount of the agreement) here.

15. Title VI of the Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 3 Compliance in the Provisions in Training, Employment and Business Opportunities

- a. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned insubstantial part by persons residing in the areas of the project.
- b. The parties to this agreement will comply with the provisions of said Section 3. The parties to this agreement certify and agree that they are under no agreement or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send each labor organization or representative or workers with which he/she has collective bargaining agreement or other agreement or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every sub-agreement for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the sub-agreement, upon a finding that the sub-agreementor is in violation or regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not sub-agreement with any sub-agreementor where it has notice or knowledge that

the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any sub-agreement unless the sub-agreementor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and sub-agreementors, its successors and assigns to those sanctions specified by the grant or loan agreement sanctions as are specified by 24 CFR Part 135.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246. As Amended

This Order applies to all federally assisted construction agreements and subagreements. The Grantee and subagreementors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee and subagreementors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

21. Conflict of Interest

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any agreement, subagreement or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Is further required that this stipulation be included in all subagreements to this agreement.

Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The City, the Foundation, the State Auditor and the Coalition or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of

the NCFF project and this agreement, by whatever legal and reasonable means are deemed expedient by the City, the Foundation, the State Auditor and the Coalition.

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction agreementor or construction subagreementor.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of one page

Attachment #2 Payment Schedule, consisting of one page

WITNESS WHEREOF, the City and the Consultant have executed this agreement as of the date and year last written below.

CITY OF GRAND ISLAND, NEBRASKA

Margaret Hornady, Mayor

Date

CONTRACTED COORDINATOR

Diann Muhlbach

Date

AGREEMENT REVIEWED AND APPROVED FOR CONTENT BY:

Dale Shotkoski, City Attorney

Date

ATTACHMENT I
SCOPE OF WORK

The Contracted Consultant will provide the following service to the City of Grand Island in the completion of the Scope of Work described in the 2006 Nebraska Children and Families Foundation Prevention grant:

The selected consultant will be expected to perform the entire scope of services, including, but not limited to:

Five priority areas for the work plan are:

1. *Structuring the Leadership Team*
2. *Developing effective collaboration*
3. *Coordinating training & education for Leadership Team*
4. *Coordinating training & education for community*
5. *Development of a community information campaign*

Activity will be based on the following outcomes:

Outcome #1

To develop a core Leadership Team (10-14 persons) that will guide the collaborative process for system development resulting in implementation of the seven “Statements of Purpose” adopted by the Coalition for Children.

Outcome #2

To enable community collaboration across agencies by recruiting members that will participate in education and training seminars focused on the development of common skill sets needed to effect community change related to support of children and families.

Outcome #3

To reduce the number of children at risk through ongoing sustainable community-wide education and motivational development.

Deliverables:

The City of Grand Island uses Microsoft Word, Excel, Access and Power-point. All documents shall be prepared using a combination of these software packages. Electronic copies of all documents shall be submitted to the City of Grand Island via e-mail or on a CD or DVD.

All maps, data, findings, etc. that are collected, developed or written for this project by the consultant shall become the property of the City of Grand Island with unlimited rights to copy, distribute and/or modify.

ATTACHMENT II

PAYMENT SCHEDULE

The Consultant agrees to submit invoices no less than monthly for services performed for the City of Grand Island.

The City of Grand Island agrees to render payment to the Consultant based on the date an invoice is submitted for payment. A 2007 schedule of cut-off dates for City Invoice processing is listed below. If an invoice is submitted the Friday before the listed cut-off date, the payment will be scheduled for the next regularly scheduled council meeting. If an invoice is submitted to the City on the morning of the cut-off date, it will be processed and submitted to the City Finance Department by noon that day, if possible.

Allowable expenses shall include only those defined in the 2006 NCFF Grant budget and award letter.

As per the Nebraska Children and Families Foundation, a total of \$15,600 will be paid from the grant through December 2007. The period covered under this agreement will be from the date that this agreement is signed to December 31, 2007. All of the required activities and services, except for administration and audit, will be completed by or before this date.

2007 Cut-off date * Council meeting date

April 2, 2007	April 10, 2007
April 16, 2007	April 24, 2007
April 30, 2007	May 8, 2007
May 14, 2007	May 22, 2007
June 4, 2007	June 12, 2007
June 18, 2007	June 26, 2007
July 2, 2007	July 10, 2007
July 16, 2007	July 24, 2007
August 6, 2007	August 14, 2007
August 20, 2007	August 28, 2007
August 31, 2007	September 11, 2007
September 17, 2007	September 25, 2007
October 1, 2007	October 9, 2007
October 15, 2007	October 23, 2007
November 5, 2007	November 13, 2007
November 19, 2007	November 27, 2007
November 26, 2007	December 4, 2007
December 10, 2007	December 18, 2007

*Some dates may be adjusted due to holidays or other events.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
COALITION FOR CHILDREN PROJECT COORDINATION**

RFP DUE DATE: March 26, 2007 at 4:00 p.m.

DEPARTMENT: Community Projects

PUBLICATION DATE: March 17 & 18, 2007

NO. POTENTIAL BIDDERS: 4

SUMMARY OF PROPOSALS RECEIVED

Diann Muhlbach
Shelton, NE

Tanya Rasher-Miller, LMHP, NCC
Grand Island, NE

cc: Joni Kuzma, Development Specialist
Dale Shotkoski, Purchasing Agent

David Springer, Finance Director
Sherry Peters, Legal Secretary

P1154

RESOLUTION 2007-105

WHEREAS, in September, 2006, the City of Grand Island received a \$20,189.40 Nebraska Children and Families Foundation grant for Community Prevention and Early Intervention System Development; and

WHEREAS, The Nebraska Children and Families Foundation Grant was awarded to fund a consultant to coordinate grant activities; and

WHEREAS, on March 17 and 18, 2007, an invitation for request for proposals was advertised in the Grand Island Independent and is on file with the City Clerk's Office; and

WHEREAS, On March 26, 2007, proposals were received and reviewed; and

WHEREAS, Diann Muhlbach of Grand Island, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, for a contracted amount not to exceed the budgeted salary and fringe benefit amount of \$19,445.04 and \$744.36 to be applied for cellular telephone use; and

WHEREAS, said consulting agreement with Diann Muhlbach may be extended for an additional two year period and run concurrently with future grant award and expiration dates should grant funding allow.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Diann Muhlbach of Grand Island, Nebraska, to coordinate the activities identified in the Nebraska Children and Families Foundation Grant under direction from the Coalition for Children for a contracted amount not to exceed the budgeted salary and fringe benefit amount of \$19,445.04 with the remaining amount of the grant of \$744.36 to be applied for cellular telephone use, or other operating costs that fall within the 10% expenditure rule, 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, May 8, 2007.

Margaret Hornady, Mayor

Attest:

Approved as to Form	<input type="checkbox"/>	_____
May 3, 2007	<input type="checkbox"/>	City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item G7

#2007-106 - Approving Subordination Agreement for 510 East 4th Street (Danny and Sarah Anson)

Staff Contact: Marsha Kaslon

Council Agenda Memo

From: Marsha Kaslon, Community Development

Council Meeting: May 8, 2007

Subject: Subordination Request for 510 East 4th Street
(Danny and Sarah Anson)

Item #'s: G-7

Presenter(s): Marsha Kaslon, Community Development

Background

The City Of Grand Island has a Deed of Trust filed on property owned by Danny and Sarah Anson at 510 East 4th Street, in the amount of \$20,000.00. On May 19, 2005, Community Development Block Grant funds in the amount of \$20,000.00 were loaned to Danny and Sarah Anson, married persons, to assist in housing rehabilitation of their home in the Community Development Block Grant program. The legal description is:

Lot Six (6), Block Twenty-Six (26), Original Town, City of Grand Island, NE Hall County, a/k/a 510 East 4th 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 Wells Fargo Bank, NA, in the amount of \$30,250.00 which has a balance of \$13,181.00. A new lien in the amount of \$35,200.00 with Wells Fargo Home Mortgage 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 Home Mortgage, has asked the City to subordinate its Deed of Trust to the new Deed of Trust.

The new appraised value of the property is \$80,000 and is sufficient to secure the first mortgage of \$35,200.00 and the City's original mortgage of \$20,000.00. The City's loan

of \$20,000.00 will be forgiven if the original owners of the property (Danny and Sarah Anson) reside in the house for a period of 10 years from the date the lien was filed which was May 19, 2005. The lien amount decreases 10% per year. (There is \$16,166.67 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 Home Mortgage, 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 8th day of May, 2007, by Danny and Sarah Anson, married persons, owner of the land hereinafter described and hereinafter referred to as "Owner", and Wells Fargo Bank, NA, present owner and holder of the Deed of Trust and Note first and hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH:

THAT, WHEREAS, Danny and Sarah Anson, married persons, DID EXECUTE a Deed of Trust dated May 19, 2005 to the City of Grand Island, covering:

Lot Six (6), Block Twenty-Six (26), Original Town, City of Grand Island, NE Hall County, a/k/a 510 East 4th Street.

To secure a Note in the sum of \$20,000.00 dated May 19, 2005 in favor of the City of Grand Island, which Deed of Trust was recorded June 8, 2005 as Document No. 200505159 in the Official Register of Deeds Office of Hall County (remaining amount owed as of April 19, 2007 is \$16,166.67); and

WHEREAS, Owner has executed, or are about to execute, a Deed of Trust and Note in the sum of \$35,200.00 dated on or after May 8, 2007 in favor of Wells Fargo Home Mortgage, 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 of 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 _____, 2007.

Notary Public

RESOLUTION 2007-106

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated May 19, 2005, in the amount of \$20,000.00, secured by property located at 510 East 4th Street and owned by Danny and Sarah Anson, husband and wife, said property being described as follows:

Lot Six (6), Block Twenty-Six (26), Original Town, City of Grand Island, Hall County, Nebraska.

WHEREAS, Danny and Sarah Anson wish to execute a Deed of Trust and Note in the amount of \$35,200.00 with Wells Fargo Home Mortgage 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 Danny and Sarah Anson, husband and wife, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of Wells Fargo Home Mortgage, Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item G8

**#2007-107 - Approving Subordination Agreement for 1009 North
Cherry Street (Brent Lloyd and Vicki Guadalupe Lloyd, divorced)**

Staff Contact: Marsha Kaslon

Council Agenda Memo

From: Marsha Kaslon, Community Development

Council Meeting: May 8, 2007

Subject: Subordination Request for 1009 North Cherry Street (Brent Lloyd and Victoria Guadalupe Lloyd)

Item #'s: G-8

Presenter(s): Marsha Kaslon, Community Development

Background

The City of Grand Island has a Deed of Trust in the amount of \$15,000.00 filed on property owned by Brent Lloyd and Vicki Guadalupe Lloyd, now divorced, at 1009 North Cherry Street. The legal description is:

Lot Twelve (12) and the Southerly ½ of Lot Thirteen (13), Block Three (3), Pleasant Hill Addition to the City of Grand Island, Hall County, Nebraska.

The City of Grand Island had originally agreed to subordinate on April 23, 1997 and signed the document. However, the original Subordination document was never filed by the title agency and was misplaced.

The City of Grand Island has been approached by Law Offices, An Association of Separated Law Firms, to subordinate to the original conditions that were present in 1997. This firm is currently working on the foreclosure to 1009 North Cherry Street. The Subordination of 1997 is hindering the process of the Law Offices, An Association of Separated Law Firms, to finish the foreclosure on the housing unit.

Law Offices, An Association of Separated Law Firms is requesting permission to have City Council approve the Subordination Agreement once more, in which the City would be come second mortgage to the assumed first mortgage.

Discussion

The City's current Deed of Trust is junior in priority to a Deed of Trust in the amount of \$15,000.00. This was a zero percent interest loan that was due only when the homeowners sold the house.

Subordination is required at this time in order for the foreclosure to continue.

ALTERNATIVES

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

1. Approve the Subordination Request.
2. Deny the Subordination Request
3. Refer the issue to a Committee.
4. Postpone the issue to a later date.

RECOMMENDATION

City Administration recommends that the Council approves the Subordination Request.

Sample Motion

Motion to approve the original Subordination Agreement, placing the City in the junior position to the Deed of Trust filed in 1997.

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 8th day of May, 2007, by Brent Lloyd and Vicki Guadalupe Lloyd, now divorced persons, owners of the land hereinafter described and hereinafter referred to as "Owner", and The Money Store, present owner and holder of the Deed of Trust and Note first and hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH:

THAT, WHEREAS, Brent Lloyd and Vicki Guadalupe Lloyd, now divorced persons, DID EXECUTE a Deed of Trust dated November 3, 1988 to the City of Grand Island, covering:

Lot Twelve (12) and the Southerly ½ of Lot Thirteen (13), Block Three (3), Pleasant Hill Addition to the City of Grand Island, Hall County, Nebraska.

To secure a Note in the sum of \$15,000.00 in favor of the City of Grand Island, which Deed of Trust was recorded November 23, 1988 as Document No. 88-106308 in the Official Register of Deeds Office of Hall County.

WHEREAS, Owner has executed, or are about to execute, a Deed of Trust and Note in the sum of \$15,400.00 dated on or after April 23, 1997 in favor of The Money Store, 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 of 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 _____, 2007.

Notary Public

RESOLUTION 2007-107

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust in the amount of \$15,000.00, secured by property located at 1009 North Cherry Street and owned by Brent Lloyd, a single person, and Vicki Guadalupe Lloyd, a single person, said property being described as follows:

Lot Twelve (12) and the Southerly One Half (1/2) of Lot Thirteen (13), Block Three (3), Pleasant Hill Addition to the City of Grand island, Hall County, Nebraska.

WHEREAS, on April 23, 1997, the City of Grand Island signed a subordination of its lien, however, the original document was not filed by the title agency; and

WHEREAS, Law Offices, an Association of Separated Law Firms, is foreclosing on the property at 1009 North Cherry Street and is requesting that the City Council approve the Subordination Agreement of April 23, 1997; and

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 real estate as set out in the original Subordination Agreement of April 23, 1997.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 25, 2006	☐ City Attorney



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item G9

**#2007-108 - Approving Change Order No. 11 with Chief
Construction for Law Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief
Meeting: May 8, 2007
Subject: Change Order #11 for Law Enforcement Center
Item #'s: G-9
Presenter(s): Steven Lamken, Police Chief

Background

The City awarded Chief Construction the contract in the summer of 2006 to construct the new law enforcement center for a cost of \$7,406,080. \$150,000 of contingency funds were provided in the contract to allow for needed change orders during the project. To date there is \$140,609.34 remaining in contingency funds.

Discussion

Change Order #11 includes the installation of additional power lines to the three rooftop heating and air conditioning units. The units specified and purchased for the building require dual power feeds. The construction plans only provided one set of power lines to the units. The installation of the new power lines is necessary for operation of the HVAC units. The price includes installation of conduit and wiring for the second power lines to the three units. The increase in cost for the installation of these power lines is \$31,125.60.

Change Order #11 also includes a reduction of exterior lighting fixtures and wiring required for said fixtures on the building. The new facility will still have adequate exterior lighting and present an attractive appearance at night. The reduction in lighting will offset most of the costs of the additional power lines to the HVAC rooftop units.

A summary of:

+	\$31,125.60	Additional power feeds to HVAC units.
-	\$27,966.75	Reduction in exterior lighting.
+	\$ 2,273.62	Total additional costs.

Accepting the above added costs and deducting the savings from the lighting create a net cost of \$2,273.62. Accepting change order #11 reduces the contingency funds to \$138,335.72.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order #11 for construction of the law enforcement center.

Sample Motion

Motion to approve Change Order #11 with Chief Construction for the sum of \$2,273.62 for additional electrical power lines for the rooftop units and the reduction of exterior lighting as specified in the construction of the law enforcement center.

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): Grand Island / Hall County Law Enforcement Center Grand Island, Nebraska	CHANGE ORDER NUMBER: 011 DATE: April 09, 2007	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Chief Construction Company 2107 North South Road Grand Island, Nebraska 68803	ARCHITECT'S PROJECT NUMBER: 0412 CONTRACT DATE: June 15, 2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Architect's Proposal Request #13, Attached

DATE: November 27, 2006

SCOPE: Add wiring to Roof Top Units.

COST: ADD \$31,125.60

Architect's Proposal Request #17, Attached

DATE: January 29, 2007

SCOPE: Value engineered exterior lighting.

COST: DEDUCT \$27,966.75

Mathematical Error on Change Order Number 10

DATE: December 18, 2006

COST: ADD \$885.23

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	\$ 9,390.66
The contingency allowance prior to this Change Order Was	\$ 140,609.34
The contingency allowance will be decreased by this Change Order in the amount of	\$ 2,273.62
The new contingency allowance including this Change Order will be	\$ 138,335.72

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)

Jeremy Levasseur

(Typed name)

4.23.07

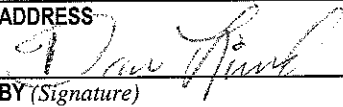
DATE

Chief Construction Company

CONTRACTOR (Firm name)

2107 North South Road, Grand Island,
Nebraska 68803

ADDRESS



BY (Signature)

Dan Lind

(Typed name)

4.23.07

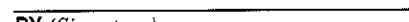
DATE

City of Grand Island

OWNER (Firm name)

100 East 1st Street, Grand Island,
Nebraska 68801

ADDRESS



BY (Signature)

(Typed name)

DATE

R E S O L U T I O N 2007-108

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 January 9, 2007, by Resolution 2007-1, the City of Grand Island approved Change Order No. 10 to use an alternate brand of electronic lock hardware on an entrance door of the Law Enforcement Center and to install additional electrical, telephone and data outlets in the building;
and

WHEREAS, at this time it is necessary to install additional power lines to the three rooftop heating and air conditioning units and reduce exterior lighting fixtures and wiring required for the building;
and

WHEREAS, such changes have been incorporated into Change Order No. 11, and will result in a decrease the contingency fund to \$138,335.72.

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.11 for the construction of the Law Enforcement Center to provide the modification set out as follows:

Installation of additional power lines to the three rooftop heating & air conditioning units.....	\$31,125.60
Reduction in exterior lighting.....	- \$27,966.75
Total Additional Costs.....	\$ 2,273.62

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 3, 2007	☐ City Attorney



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item G10

**#2007-109 - Approving 2007 High Intensity Drug Trafficking Area
(HIDTA) Grant**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Captain Robert Falldorf, Police Department

Meeting: May 8, 2007

Subject: 2007 High Intensity Drug Trafficking Area (HIDTA) Grant

Item #'s: G-10

Presenter(s): Steve Lamken, Chief of Police

Background

The Grand Island Police Department is eligible to receive yearly funding from the Federal Government in the form of a High Intensity Drug Trafficking Area (HIDTA) Grant. The 2007 HIDTA award amount to the Grand Island Police Department for the Tri City Drug Task Force is \$54,892. The Grant period is from January 1, 2007 through December 31, 2008.

Discussion

The Nebraska State Patrol will again be serving as the fiduciary for the HIDTA funding to the Grand Island Police Department for the Tri City Drug Task Force. It is necessary for the City of Grand Island, through the Grand Island Police Department, to approve the contract award with the Nebraska State Patrol for the grant award in the amount of \$54,892.

Alternatives

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

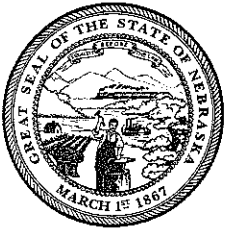
1. Approve the contract with the Nebraska State Patrol for the 2007 HIDTA funding award.
2. Send to committee for further discussion.
3. Table for more discussion.
4. Take no action.

Recommendation

City Administration recommends that the Council approve the contract with the Nebraska State Patrol for the 2007 HIDTA funding award in the amount of \$54,892.

Sample Motion

Approve the contract with the Nebraska State Patrol for the 2007 HIDTA funding award in the amount of \$54,892.



STATE OF NEBRASKA

Dave Heineman
Governor

NEBRASKA STATE PATROL
Colonel Bryan J. Tuma
Superintendent
P.O. Box 94907
Lincoln, Nebraska 68509-4907
Phone: (402) 471-4545

April 23, 2007

Chief Steven Lamken
Grand Island Police Department
131 South Locust
Grand Island, NE 68801

Dear Chief Lamken:

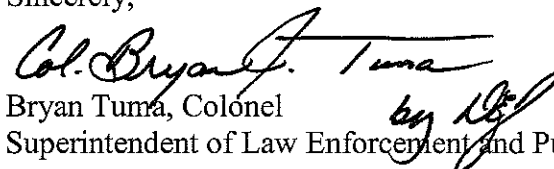
The Nebraska State Patrol will again be serving as the fiduciary for the HIDTA funding to the Grand Island Police Department for the Tri City Drug Task Force. Your contract award and the HIDTA detailed budget are enclosed. Only those expenses included in these documents are allowable. Any other expense must have approval prior to making the expenditure.

Please review the document and forward it to the appropriate individuals in your unit of local government for signature. You, as head of your agency, are the project director. The Authorized Official is the Mayor and the Fiscal Officer is your City Clerk. After the contract is fully executed, please return the original to me. Keep a copy of the award for your records.

The project dates are January 1, 2007 – December 31, 2008. All authorized expenses incurred during those dates may be claimed through previously established procedures.

Should you have questions or comments, please contact Marisue Riesenbergh at 402-479-4017. We look forward to collaborating with you on this worthwhile project.

Sincerely,


Bryan Tuma, Colonel
Superintendent of Law Enforcement and Public Safety

Enclosure



AN INTERNATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

An Equal Opportunity/Affirmative Action Employer

Printed with soy ink on recycled paper



CONTRACT AWARD

Nebraska State Patrol
P.O. Box 94907
Lincoln, NE 68509

HIDTA Initiative

CONTRACTOR: Grand Island Police Department	AWARD NO. I7PMWP634Z-8	AWARD DATE: April 19, 2007
CONTRACT TITLE: Tri-City Drug Task Force	Contract Amount: \$54,892	

CONTRACTOR'S BUDGET

COST CATEGORY	Federal Share	State/Local Share	Total Project
Travel – Investigative	\$3,720		\$3,720
Facilities – Support	\$4,800		\$4,800
Facilities – Utilities	\$12,000		\$12,000
Services – Communications mobile phones & Pager	\$900		\$900
Services – Service Contract	\$2,806		\$2,806
Services - Vehicle Lease – passenger	\$5,100		\$5,100
Supplies – Investigative/Operational	\$5,646		\$5,646
Other – PE/PI	\$19,920		\$19,920
Total	\$54,892		\$54,892
Contribution Percentage	100		

This Contract Award is subject to all current State and Federal Policies and Procedures established by the Executive Office of the President – Office of National Drug Control Policy, (ONDCP) and the Nebraska State Patrol (NSP). If applicable, this award may be subject to special conditions.

The contract period will be from 01/01/07 through 12-31-2008. The contract will become effective on the above stated date, provided the NSP has received the signed Contract Award from the Contractor. After the remaining signatures have been obtained, a copy of the Contract Award will be provided to the Contractor.

The Patrol may cancel the contract at any time for breach of contractual obligations by providing the Contractor with a written notice of cancellation. Should the Patrol exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

The Patrol reserves the right to make modifications, deletions, or additions to the Contract Award at any time. Modifications that change any part of the Contract Award must be made by mutual agreement of both parties.

Where modifications are mandated by law or other requirements, over which the Patrol has no discretion or control, the Contractor agrees to accept the necessary modifications whenever possible. If however, the Contractor cannot accept the changes; this Contract Award can be terminated. Failure to agree to such modifications is not a dispute within the meaning of the Disputes paragraph of the Contract Award Guidelines.

FINANCIAL MANAGEMENT

The Contractor must maintain a financial management system which records all Contract Award related costs following generally accepted accounting procedures. Adequate documentation for all contract costs must be maintained.

The Contractor will maintain, using accepted accounting practices and procedures, such books, records, documents, and other evidence, and accepted accounting procedures that will accurately document all costs relating to this Contract Award. This documentation must be kept for a period of at least three years (3) following completion of the project and final payment. All such documents will be subject to periodic on-site review as deemed necessary by ONDCP, the Patrol, and Federal audit agencies.

The Contractor agrees that the Patrol, the Executive Office of the President – Office of National Drug Control Policy, and/or the Comptroller General of the United States, the Auditor of the State of Nebraska or any of their duly authorized representatives may have access for purposes of audit and examination to any book, document, papers, or records maintained by the Contractor pertaining to this contract, and the Contractor further agrees to maintain such books and records for the period of three years after the date of the final audit. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three years, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.

STOP WORK

The Patrol may issue and the Contractor will accept a written order to hold or Stop Work on activities funded under this Contract Award for a period of 30 days. Such orders will be issued only for sufficient cause, such as reason to believe work is being performed outside of the terms of the Contract Award, for financial improprieties found during a monitoring inspection or voucher and records review, or a change in relevant laws or regulations.

A Stop Work may be continued, cancelled, or reissued as an order of termination.


The Contractor is responsible for any costs incurred after the completion of the project and the issuance of final payment by the Patrol unless by mutual agreement.


BREACH OF AGREEMENT

In the event full services are not provided by the Contractor unless as a result of fire, riot, or other Act of God or other emergency acceptable to the Patrol, the Contractor will reimburse the Patrol for all funding provided by the Contract Award. These provisions will be exercised by the Patrol only after Contract Award violation(s) has been established and negotiations between the Patrol and recipient have not resulted in a mutually acceptable resolution. A written notice of Breach of Contract must be issued by the Patrol.

ACCEPTANCE OF CONDITIONS

It is understood and agreed by the undersigned that this contract and any subsequent Contract Awards are subject to the Nebraska State Patrol Multiple HIDTA Initiative Cooperative Agreement award I7PMWP634Z, dated January 2007, and to all special conditions as identified by the NSP. The signatures, with the original Contract Proposal, certify that this document has been received and read in its entirety.


Signature of NSP Superintendent
Bryan Tuma, Colonel - Superintendent
Typed Name of Official and Title
04-23-07
Date


Signature of Project Director
Steven Lamken, Police Chief
Typed Name and Title
4/25/07
Date

Signature of Authorized Official
(Mayor, County Board Chairman, State Department Head, etc.)

Margaret Hornady, Mayor
Typed Name of Official and Title
Date

Signature of Financial Officer
(Treasurer, City Clerk, City Finance Department, Etc)

RaNaë Edwards, City Clerk
Typed Name and Title
Date

SPECIAL CONDITIONS

NEBRASKA STATE PATROL MIDWEST HIDTA MULTIPLE INITIATIVES

Contractor: Grand Island Police Department	
Contract Number: 17PMWP634Z-8	Contract Title: Tri City Drug Task Force

This subgrant is subject to the standard conditions agreed to in the contract award, certified assurances, the Executive Office of the President, Office of National Drug Control Policy, HIDTA Multiple Initiatives and the following special conditions:

A. General Provisions

1. This grant is subject to:

- OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments" (or, if applicable, OMB Circular A-21 "Cost Principles for Educational Institutions");
- OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments" (or, if applicable, OMB Circular A-100 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations");
- OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Institutions";
- "Government-wide Debarment and Suspension (Non procurement)," codified at 21 CFR § 1401 et. seq.;
- "Government-wide Requirements for Drug-Free Workplace (Grants)" (codified at 21 CFR § 1401 et. seq.);
- "New Restrictions of Lobbying" (codified at 18 USC § 1903 and 31 USC § 1352).
- Nondiscrimination in Federally Assisted Programs and Equal Opportunity Plans requirements are codified at USC, Title VI (42 UUSC § 2000d et seq.).
- Immigration and Naturalization Service Employment Eligibility Verification Form (I-9)

2. Audits conducted pursuant to OMB Circular A-133, "Audits of State and Local Governments", must be submitted no later than nine (9) months after the close of the grantee's audited fiscal year. An original and one copy of the audit report shall be sent to the cognizant Federal Agency. The management letter must be submitted with the audit report. In addition, a copy of the audit report and management letter must be sent to:

EOP/ONDCP
Attention: HIDTA Financial Management Office
GSD/RDF (202) 395-6792
Anacostia Naval Annex
Bldg 410/Door 123
250 Murray Lane, SW
Washington, DC 20509

3. The recipient agrees to submit Financial Status Reports (OMB Standard Form 269) quarterly, during the award period, and at the end of the award period. These forms shall be faxed to the ONDCP HIDTA Financial Management Office at (202) 395-5176 within 30 days after the end of each quarter. Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.

4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the grant.

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP'S "HIDTA Program Policy and Budget Guidance" and the "ONDCP Financial and Administrative Guide"
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.

4. The requirements of 28 CFR Part 23, which pertains to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.
6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.
7. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, you should make this equipment available to the HIDTA's Executive Board for use by other HIDTA participants.

C. Payment Basis

1. A request for reimbursement shall be made by using the Nebraska State Patrol Cash Report/Cash Request form NSP161. Copies of invoices, payroll registers, and canceled checks must accompany the payment confirmation number to provide documentation for the reimbursement request. Requests for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days before another advance or reimbursement will be approved.
2. Payments will be made by check or via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured.

RECIPIENT ACCEPTANCE OF SPECIAL CONDITIONS:

Margaret Hornady
Typed Name

Mayor
Title

(Signature)

Date


Signature/Project Director


4-25-07
Date

Original to Patrol; Subgrantee keep copy for records.

Confidential Funds Certification

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the ONDCP Financial and Administrative Guide.

Date: 4-25-07

Signature: 

Project Director: STEVEN LINDER

Grant No: 17PMWP634Z-8

FY 2007 - Midwest HIDTA

Budget Detail

Initiative - Tri-City Drug Task Force

Investigation

Award Recipient - Nebraska State Patrol

Grant/MOA - I7PMWP634Z

Resource Recipient - Nebraska State Patrol

Initial Budget (Approved)	212,448
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Personnel			
Position	# Positions	Subtotal	Personnel
Investigative - Law Enforcement Officer	3.00	108,000	
Total Personnel			108,000

Fringe Benefits			
Name/Position		Subtotal	Benefits
Total Fringe Benefits			-

Overtime			
Position	# Positions	Subtotal	Overtime
Total Overtime			-

Travel			
Purpose	# Positions	Subtotal	Travel
Investigative	-	5,720	
Total Travel			5,720

Facilities			
Description	# Leases	Subtotal	Facilities
Support		4,800	
Utilities		12,000	
Total Facilities			16,800

Services			
Description and Quantity	# Services	Subtotal	Total Services
Communications - mobile phones & pagers	-	3,600	
Contractor - Analyst - Intelligence	-	39,756	
Service contracts	-	2,806	
Vehicle lease - passenger	2.00	10,200	
Total Services			56,362

Equipment			
Description	# Equipment	Subtotal	Equipment
Total Equipment			-

Supplies			
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FY 2007 - Midwest HIDTA

Budget Detail

Initiative - Tri-City Drug Task Force

Investigation

Award Recipient - Nebraska State Patrol

Grant/MOA - I7PMWP634Z

Resource Recipient - Nebraska State Patrol

<i>Initial Budget (Approved)</i>	212,448
----------------------------------	----------------

Description	Subtotal	Supplies
Investigative/operational	5,646	
Total		5,646

Other		
Description	Subtotal	Other
PE/P/PS	19,920	
Total		19,920

Total Budget	212,448
---------------------	----------------

RESOLUTION 2007-109

WHEREAS, the Office of National Drug Control Policy (ONDCP) has awarded a High Intensity Drug Trafficking Area (HIDTA) grant to the state of Nebraska for utilization by various state and local law enforcement agencies; and

WHEREAS, the City of Grand Island has participated in a variety of activities in connection with the HIDTA grant and other coordinated activities to fight drug trafficking; and

WHEREAS, the Grand Island Police Department is eligible to receive yearly funding through the HIDTA grant; and

WHEREAS, it is necessary for the City of Grand Island, by and through the Grand Island Police Department to approve the contract award through the Nebraska State Patrol for the grant award amount of \$54,892.00 for the year 2007-2008.

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 Nebraska State Patrol for the 2007 HIDTA funding award in the amount of \$54,892.00 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute such documents and take such action as is necessary and appropriate to accomplish these purposes.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
May 4, 2007	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item G11

**#2007-110 - Approving Continuation of Sanitary Sewer District
#523, Lots 1-8 & 22-31 of Westwood Park 2nd Subdivision**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 8, 2007

Subject: Approving Continuation of Sanitary Sewer No. 523, Lots 1-8 & Lots 22-31 of Westwood Park 2nd Subdivision

Item #'s: G-11

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

Background

Sanitary Sewer District 523 was created by the City Council on March 23, 2007. Legal notice of the creation of the District was published in the *Grand Island Independent* on March 29, 2007. A letter and a Frequently Asked Questions sheet was also mailed to all property owners. A public open house was held on April 17, 2007 to explain the details of the project.

Discussion

The district completed the 30-day protest period at 5:00 p.m., Monday, April 30, 2007. There were protests filed against this District by 9 abutting property owners. These owners represented 1,149.33 front feet, or 49.35% of the total District frontage of 2,329.11 feet.

Alternatives

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

1. Approve the continuation of Sanitary Sewer District 523.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the continuation of Sanitary Sewer District 523.

Sample Motion

Move to approve the continuation of Sanitary Sewer District 523.

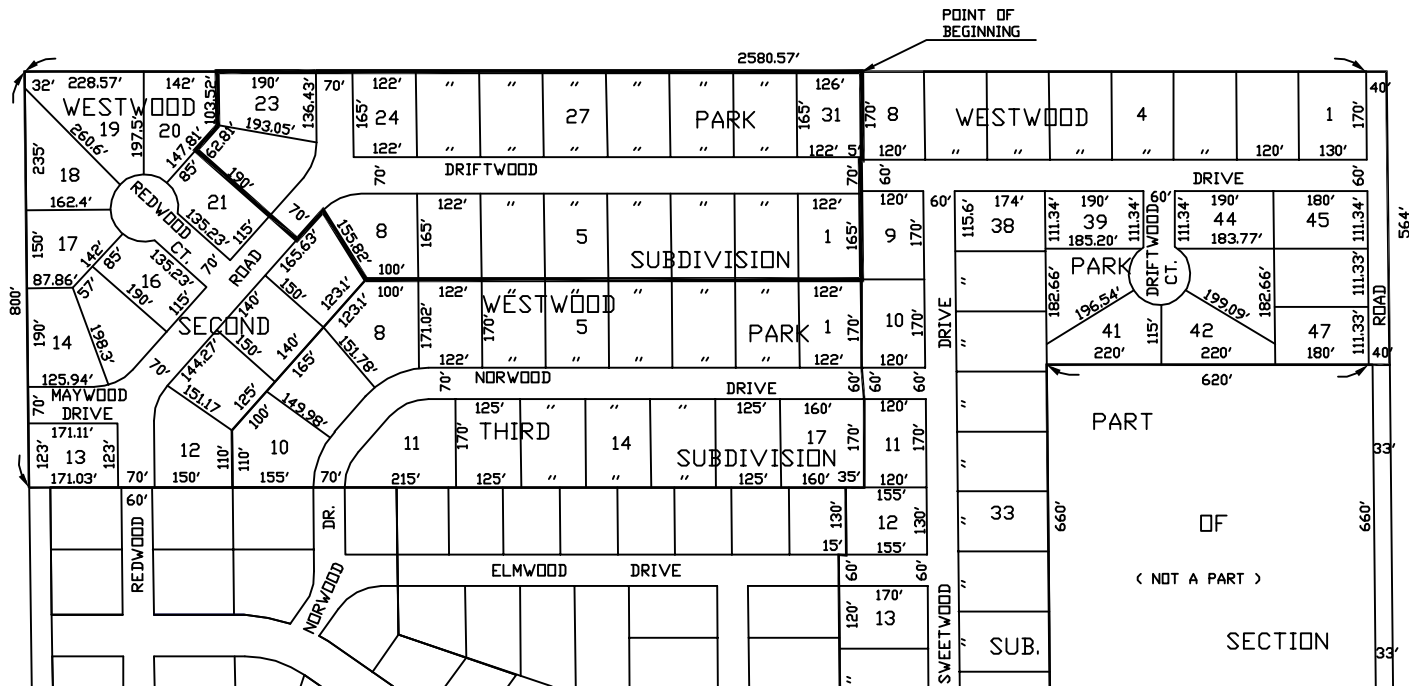


EXHIBIT "A"

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

PLAT TO ACCOMPANY
ORDINANCE

SCALE 1"=400' L.D.C. 2-2-07

SANITARY SEWER DISTRICT 523

RESOLUTION 2007-110

WHEREAS, Sanitary Sewer District No. 523, Lots 1-8 and 22-31 of Westwood Park Second Subdivision, was created by Ordinance No. 9112 on March 27, 2007; and

WHEREAS, notice of the creation of such sewer district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within thirty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, the protest period ended on April 30, 2007, and protests representing 49.35% of the total District frontage were received.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Sanitary Sewer District No. 523, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
May 3, 2007	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item G12

#2007-111 - Approving Designating the North Side of Capital Avenue between Independence Avenue and Macron Street as No Parking

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, P.E., Public Works Director

Meeting: May 8, 2007

Subject: Consideration of Designating the North Side of Capital Avenue from Independence Avenue to Macron Street as No Parking

Item #'s: G-12

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

Background

Council action is required to designate No Parking on any public streets.

Discussion

Capital Heights Little League is using ball fields between Berean Church and First United Methodist Church. A request was submitted by the League for no parking signs to be installed along the North side of Capital Avenue between Independence Avenue and Macron Street, adjacent to Berean Church and First United Methodist Church. There is no room for parking on the asphalt and the League believes spectators may attempt to park along the road causing safety concerns.

Alternatives

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

1. Approve designating the North Side of Capital Avenue from Independence Avenue to Macron Street as No Parking.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

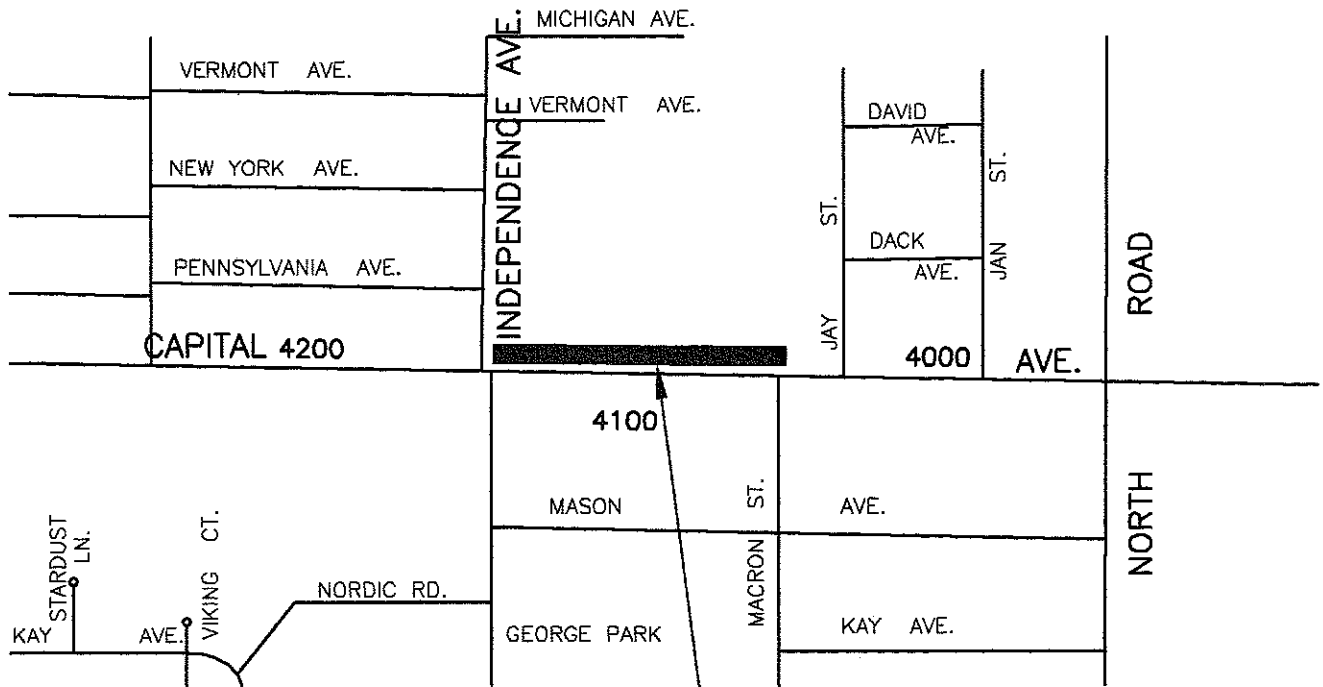
Recommendation

City Administration recommends that the Council approve the resolution designating the North Side of Capital Avenue from Independence Avenue to Macron Street as No Parking.

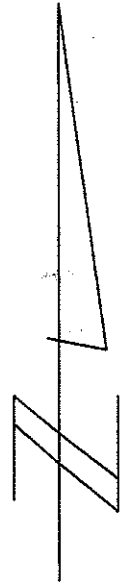
Sample Motion

Move to approve designating the North side of Capital Avenue from Independence Avenue to Macron Street as No Parking.

NORTHWEST
HIGH
SCHOOL



NO PARKING AREA



CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 5/1/07
DRN BY: L.D.C.
SCALE: NONE

PLAT TO ACCOMPANY
NO PARKING AREA

RESOLUTION 2007-111

WHEREAS, the City Council, by authority of §22-77 of the Grand Island City Code, may by resolution, entirely prohibit, or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or portion thereof; and

WHEREAS, due to potential traffic congestion and safety issues, the Public Works Department is requesting that No Parking be allowed along the north side of Capital Avenue from Independence Avenue to Macron Street; and

WHEREAS, it is recommended that such restricted parking request be approved.

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

1. A No Parking Zone is hereby designated along the north side of Capital Avenue from Independence Avenue to Macron Street.
2. The City's Street and Transportation Division shall erect and maintain the signs necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 3, 2007	☐ City Attorney



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item -1

Discussion Concerning Northwestern Gas Rate Negotiations

City Attorney Dale Shotkoski will update the Mayor and City Council on the Northwestern Gas Rate Negotiations.

Staff Contact: Dale Shotkoski



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item -2

Discussion Concerning Federal Litigation Regarding Groene vs. Seng et al

City Attorney Dale Shotkoski will update the Mayor and City Council on the Federal Litigation regarding Groene vs Seng et al..

Staff Contact: Dale Shotkoski



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item J1

**Approving Payment of Claims for the Period of April 25, 2007
through May 8, 2007**

*The Claims for the period of April 25, 2007 through May 8, 2007 for a total amount of
\$2,708,966.54. A MOTION is in order.*

Staff Contact: David Springer



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of April 25, 2007 through May 8, 2007

The Claims for the Library Expansion for the period of April 25, 2007 through May 8, 2007 for the following requisition:

#68	\$257,705.64
#69	2,950.00
#70	640.00

A MOTION is in order.

Staff Contact: David Springer

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 68

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.	\$257,705.64	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 1st day of May, 200 7.



Project Manager

CONTRACTOR'S APPLICATION & CERTIFICATE FOR PAYMENT

Page 1

FROM: Mid Plains Construction Co.
1319 W North Front St
Grand Island, NE 68801
(308) 382-2760 Fax (308) 382-2770

TO: Grand Island Facilities Corp
211 N Washington
Grand Island, NE 68801

ARCHITECT: CMBA

CUSTOMER: 0001
INVOICE #: 103141
INVOICE DATE: 04/30/07
PERIOD TO: 04/30/07
CONTRACT DATE: 07/01/05
APPLICATION #: 18

PROJECT: Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

PROJECT:


APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM.....	\$ 5,700,000.00
2. Net Change by Change Orders.....	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	\$ 5,700,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 5,147,226.39
(Column G on Continuation Sheet)	
5. RETAINAGE:	
a. 3% of Completed Work.....	\$ 142,500.00
(Column D+E on Continuation Sheet)	
b. 0% of Stored Material.....	\$ 0.00
(Column F on Continuation Sheet)	
Total Retainage (Line 5a + 5b or	
Total in Column I on Continuation Sheet).....	\$ 142,500.00
6. TOTAL EARNED LESS RETAINAGE.....	\$ 5,004,726.39
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 4,747,020.75
(Line 6 from prior Certificate)	
8. SALES TAX (if applicable).....	\$ 0.00
9. CURRENT PAYMENT DUE.....	\$ 257,705.64
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 695,273.61
(Line 3 less Line 6)	

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.

State of _____ County of _____

By:  Date: 5/1/07 Subscribed and sworn to before me this _____ day of _____, 20____
Notary Public:
My Commission Expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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.....\$ 257,705.64

ARCHITECT: CMBA

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.

CONTRACTOR'S APPLICATION & CERTIFICATE FOR PAYMENT

Page 2

FROM: Mid Plains Construction Co.
1319 W North Front St
Grand Island, NE 68801
(308) 382-2760 Fax (308) 382-2770

TO: Grand Island Facilities Corp
211 N Washington
Grand Island, NE 68801

ARCHITECT: CMBA

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APPLICATION #: 18

PROJECT: Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

PROJECT:

CONTINUATION SHEET

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	----- WORK COMPLETED ----- FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
ORIGINAL CONTRACT:									
01	General Conditions	301910.10	274629.00	12185.60		286814.60	95	15095.50	7547.75
02	Demolition	125397.78	71071.00	53072.80		124143.80	99	1253.98	3134.94
03	Sitework	193352.07	185180.80	4304.23		189485.03	98	3867.04	4833.80
04	Site Improvements	58865.00	55921.75			55921.75	95	2943.25	1471.63
05	Paving	308765.00	308765.00			308765.00	100		7719.13
06	Concrete	178710.00	171561.60	7148.40		178710.00	100		4467.75
07	Precast Concrete	379070.00	379070.00			379070.00	100		9476.75
08	Masonry	36525.00	32872.50			32872.50	90	3652.50	913.13
09	Metals	198745.00	198745.00			198745.00	100		4968.63
10	Carpentry	48087.06	33484.00	12198.71		45682.71	95	2404.35	1202.18
11	Millwork	54325.00	43460.00	5432.50		48892.50	90	5432.50	1358.13
12	Therm Moisture Prot	37920.00	26923.20	4929.60		31852.80	84	6067.20	948.00
13	Roofing	103335.00	103335.00			103335.00	100		2583.38
14	Hollow Metal	54165.00	49831.80	1624.95		51456.75	95	2708.25	1354.13
15	Special Doors	3290.00	3290.00			3290.00	100		82.25
16	Glass & Glazing	149163.55	136614.80	8073.84		144688.64	97	4474.91	3729.09
17	Drywall	267384.56	217392.15	31275.49		248667.64	93	18716.92	6684.61
18	Composite Panels	270674.71	134382.60	28022.23		162404.83	60	108269.88	6766.87
19	Acoustical Ceilings	79132.34	38950.00	616.17		39566.17	50	39566.17	1978.31
20	Painting Allowance	107535.76	60600.00	3921.46		64521.46	60	43014.30	2688.39
21	Flooring Allowance	173500.00	156150.00			156150.00	90	17350.00	4337.50
22	Misc. Specialties	54965.00	46720.25			46720.25	85	8244.75	1374.13
23	Operable Walls	31700.00	31700.00			31700.00	100		792.50
24	Furnishings	475000.00	156750.00	318250.00		475000.00	100		
25	C.O.-Delete Furnishg	-475000.00		-475000.00		-475000.00	100		
26	Fire Sprinkler	90790.40	58800.00	12016.51		70816.51	78	19973.89	2269.76
27	Plumbing	291300.00	276735.00	14565.00		291300.00	100		7282.50
27	HVAC	468978.78	394772.50	50757.34		445529.84	95	23448.94	11724.47
29	Architect & Eng Fees	542300.00	493493.00	5423.00		498916.00	92	43384.00	13557.50
29	Electrical	638582.48	397815.30	144979.81		542795.11	85	95787.37	15964.56
30	Design Build Fee	347700.00	299022.00	13908.00		312930.00	90	34770.00	8692.50
31	Contingency	103830.41	51482.50			51482.50	50	52347.91	2595.73
TOTALS:		5700000.00	4889520.75	257705.64	0.00	5147226.39	90	552773.61	142500.00

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 69

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.	\$2,950.00	PCM Final Clearance air monitoring for phase three.

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 1st day of May, 2007.



Project Manager

Third Party Environmental, Inc.

PO Box 2202
1516 S Gunbarrel Road
Grand Island, NE 68802-2202

Invoice

Date	Invoice #
5/1/2007	911

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
1	PCM final clearance air monitoring for phase three of Grand Island Library Asbestos removal.	350.00	350.00
8	Days of air monitoring for third phase of grand island library asbestos removal.	325.00	2,600.00
		Total	\$2,950.00

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 70

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

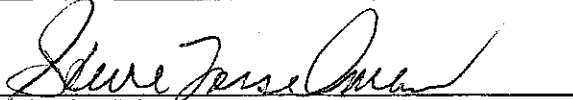
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the 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>
Jones Library Sales, Inc.	\$640.00	Labor to move shelving & books for weeks ending 4/20-4/27/07

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 May, 200 7.


Project Manager

Jones Library Sales, Inc.

100 E. School Street
P.O. Box 536
Carlisle, IA 50047

INVOICE

DATE INVOICE
4/30/2007 0407-011

BILL TO

**EDITH ABBOTT MEMORIAL LIBRARY
ATTN: STEVE FOSSELMAN
211 N. WASHINGTON
GRAND ISLAND, NE 68801
T: 308-385-5333 F: 308-385-5339**

SHIP TO

**EDITH ABBOTT MEMORIAL LIBRARY
ATTN: STEVE FOSSELMAN
211 N. WASHINGTON
GRAND ISLAND, NE 68801
T: 308-385-5333 F: 308-385-5339**

YOUR ORDER # **VERBAL**

ORDER	TERMS	REP	SHIP DATE	SHIP VIA	FOB
CSD	Net 15	KEN	4/30/2007	OUR TRUCK	GRAND ISL...
QTY	ITEM	DESCRIPTION	UNIT	TOTAL	
1	CSD	LABOR TO MOVE SHELVING & BOOKS FOR WEEKS ENDING 4/20/07 & 4/27/07	640.00	640.00	
		THANK YOU !!!			
		NONE	0.00%	0.00	

JONES LIBRARY SALES INC
PHONE: 515-989-4241 FAX: 515-989-4230
FIN #42-1145395
www.joneslibrary.com joneslib@msn.com

Total \$640.00