
City of Grand Island



Tuesday, September 11, 2007

Council Session Packet

City Council:

Tom Brown
Larry Carney
John Gericke
Peg Gilbert
Joyce Haase
Robert Meyer
Mitchell Nickerson
Bob Niemann
Fred Whitesides
Jose Zapata

Mayor:

Margaret Hornady

City Administrator:

Dale Shotkoski - Interim

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 - Interim Pastor Harold Stromer, Messiah Lutheran Church, 708 North Locust 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, September 11, 2007

Council Session

Item D1

#2007-BE-5 - Consideration of Determining Benefits for Business Improvement District #3

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 11, 2007

Subject: Determining Benefits for Business Improvement District No. 3, South Locust Street, Hwy 34 to Stolley Park Road, and Approving the Assessments

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

Presenter(s): Dave Springer, Finance Director

Background

In March, 1999, the City Council adopted Ordinance #8452 creating Business Improvement District No.3, South Locust Street, Hwy 34 to Stolley Park Road. The District was established for a 10-year period with anticipated total assessment revenues of \$314,447. The 2007-2008 Budget, as approved by Council on July 24, 2007, provides for special assessments in the amount of \$4.31 per front footage for a total of \$42,260 for the 9,805 front footage.

Discussion

The City Council, in its' capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in Ordinance #9136.

Alternatives

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

1. Approve the benefits of the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Business Improvement District No. 3 and related assessments.

Sample Motion

Board of Equalization: Approve the benefits accruing to Business Improvement District No. 3 as presented.

Ordinance: Approve the assessments as provided for in Ordinance #9136.

RESOLUTION 2007-BE-5

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 3, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$42,260.29; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Business Improvement District No. 3, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Jerry L. & Janet C. Loney	West 273 feet of Lot 1 (except City), Burch Subdivision	603.83
Larry W. Coffey	West 125 feet of Lots 2, 3 and 4 (except City), Burch Subdivision	775.89
Michael S. & Sandra S. Williams	Lot 5 (except City), Burch Subdivision	515.99
Michael S. & Sandra S. Williams	Lot 1 (except City), Burch Second Subdivision	605.56
The Eating Establishment	Lot 1 (except City), Runza Subdivision	667.45
Bradley L. Shanahan Teresa K. Brooks	East 100 feet of Lot 12, and east 100 feet of Lot 13, (except City) Holcomb's Highway Homes Subdivision	862.00
Charles L. Hancock & Robert D. Hancock	Lot 14 (except City), Holcomb's Highway Homes Subdivision	472.20
Ryan & Darcy Hansen	Lot 15 (except City), Holcomb's Highway Homes Subdivision	467.38
Dianna D. Duering	Lot 1, Bartz Subdivision	469.79
Gary & Linda Shovlain	Lot 3, Shovlain Second Subdivision	669.64
Rickie D. & Susan J. Noden	South 52 feet of Lot 19 and north 1 foot of Lot 20, Holcomb's Highway Homes Subdivision	225.54
Video Kingdom of Grand Island, Inc.	South 108 feet of Lot 20 (except City), Holcomb's Highway Homes Subdivision	469.88
Kershner Properties, LLC	North 60 feet of Lot 22 (except City), Holcomb's Highway Homes Subdivision	225.32
Charles A. Douthit	Lot 21 (except City), Holcomb's Highway Homes Subdivision	469.88
Da-ly Properties, LLC	South 98 feet of Lot 23 and north 12 feet of Lot 24, (except City) Holcomb's Highway Homes Subdivision	474.10
Kershner Properties, LLC	South 49 feet of Lot 22 and north 11 feet of Lot 23 (except City), Holcomb's Highway Homes Subdivision	258.60

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Llamas Enterprises Alina Hernandez	South 97 feet of Lot 24, Lot 25, and north 38 feet of Lot 26, (except City) Holcomb's Highway Homes Subdivision	1,051.38
Marion D. Larsen Rev. Trust	North 79 feet of Lot 27 and south 71 feet of Lot 26, (except City) Holcomb's Highway Homes Subdivision	646.76
McCloud Super 8 Motel Inc.	Part of Lot 25 (except City), Matthews Subdivision	1,066.64
William E. & Sandra L. Lawrey	Lot 1 (except City), Garrison Subdivision	974.62
Cedar Street Investment Co.	Lot 2, Mil-Nic Second Subdivision	1,179.22
Paulsen and Sons Inc.	Lots 1 & 28 (except City), Lots 2, 3, 26, and 27, Roush's Pleasantville Terrace Subdivision	862.26
Gary E. Shovlain	Lot 2, Shovlain Second Subdivision	517.29
Rex E. & Jonadyne A. Carpenter	Lot 1 [200' x 400'] (except City), Woodland First Subdivision	859.50
Rex E. & Jonadyne A. Carpenter	Lot 2 [200' x 400'] (except City), Woodland First Subdivision	862.17
Equitable Federal Savings Bank of Grand Island	Lot 3 (except City), Woodland First Subdivision	862.26
Danny K. Oberg	Lot 4 (except City), Woodland First Subdivision	857.86
Darryl Wilhelmi	Lot 5 (except City), Woodland First Subdivision	862.26
Richard S. Rasmussen, Jr., et al	North 50 feet of east 260 feet of Lot 6 (except City), Woodland First Subdivision	214.85
Pam Ehlers	South 126 feet of east 260 feet of Lot 6 (except City), Woodland First Subdivision	545.78
Alpha Corporation	East 260 feet of Lot 8 (except City), Woodland First Subdivision	902.73
Stratford Plaza, L.L.C.	Lot 11 (except City), Woodland Second Subdivision	2,340.85
Bosselman Inc.	Lot 8, Woodland Second Subdivision	643.66
Bennett Properties Inc.	Lot 9, Woodland Second Subdivision	646.63
Laub-Otto, LLC	Lot 10, Woodland Second Subdivision	684.82
Jack E. Rasmussen, Joanne L. Rasmussen, Richard S. Rasmussen, June E. & William Blackburn	Lot 1 except north 25 feet of east 260 feet (except City), Woodland Third Subdivision	322.91
Dale & Kathleen Arp	North 25 feet of east 260 feet of Lot 1 and all of Lot 2, (except City) Woodland Third Subdivision	538.45
McDermott & Miller, PC	Lot 1 (except City), Woodridge South Subdivision	1,088.36
Marion D. Larsen Rev. Trust	Lot 2 (except City), Woodridge South Subdivision	468.41
Ming Zhou, Nghi Trien	Section 27-11-9; Part of Lot 1 MLD (except City)	427.60
Milton Motels LLC	Part of N1/2, SW1/4, SW1/4 of Section 27-11-9	2,172.28
Platte Valley State Bank & Trust Company	Lot 1, Equestrian Meadows Subdivision	768.13

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Chlonate LLC	Part of Lot 1 (except City), Desert Rose Subdivision	1,843.09
Theodore J. Robb	Part of NW1/4, SW1/4 (except City) of Section 27-11-9	1,448.20
MIK, LLC	Part of NW1/4 of SW1/4 of Section 27-11-9 and part of Lot 4 Island (except City)	1,331.70
Community Redevelopment Authority	Part of Lot 1 MLD in Section 27-11-9	629.95
John L. & Beth A. French	Lot 1 (except City), Knox Subdivision	602.67
All Faiths Funeral Home LLC	Part of NW1/4, NW1/4, SW1/4 of Section 27-11-9	1,034.40
Pharmacy Properties, LLC	Lot 2, Equestrian Meadows Subdivision	624.91
Ronald J. & Lori D. Willis	Part of NE1/4 of NE1/4 (except City) of Section 28-11-9	431.00
Theodore J. & Mason D. Robb	Lot 2 (except City), Knox Third Subdivision	569.09
Ted Robb	Lot 3 (except City), Knox Third Subdivision	332.13
O'Reilly Automotive, Inc.	Lot 2 (except City), Runza Subdivision	670.81
Theodore J. & Mason D. Robb	Lot 1 (except City), Knox Third Subdivision	664.39
MA Faulkner Trust	Lot 3, Equestrian Meadows Subdivision	793.82
Wayne Vanosdall Sanitation	Part of N1/2, SW1/4, SW1/4 of Section 27-11-9	653.40
TOTAL		\$42,260.29

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item D2

#2007-BE-6 - Consideration of Determining Benefits for Business Improvement District #4

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 11, 2007

Subject: Determining Benefits for Business Improvement District No. 4, South Locust Street from Stolley Park Road to Fonner Park Road, and Approving the Assessments

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

Presenter(s): Dave Springer, Finance Director

Background

In July, 2002, the City Council adopted Ordinance No. 8751 creating Business Improvement District No. 4, South Locust Street, Stolley Park Road to Fonner Park Road. The 2007-2008 Budget, as approved by Council on July 24, 2007, provides for special assessments in the amount of \$4.48 per front footage for a total of \$22,175 for the 4,950 front footage.

Discussion

The City Council, in its' capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in Ordinance #9137.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Business Improvement District No. 4 and related assessments.

Sample Motion

Board of Equalization: Approve the benefits accruing to Business Improvement District No. 4 as presented.

Ordinance: Approve the assessments as provided for in Ordinance #9137.

RESOLUTION 2007-BE-6

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 4, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$22,174.87; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Business Improvement District No. 4, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Michael J. & Mandy Westerby	Part of Lot 1, Janisch Subdivision	537.42
Niels McDermott	Lot 1 (except E 10 feet), Brownell Subdivision	223.91
Wiltgen Corp. II	Lot 5, Kirkpatrick Subdivision	316.06
Wiltgen Corp. II	Lot 6, Kirkpatrick Subdivision	311.32
E.P.S. Investments	Part of Lot 1 (except City), Labelindo Second Subdivision	1,252.52
James Scott Zana	Part of Lot 1, R & R Subdivision	630.43
Fontenelle Oil Co. #210	E1/2, S1/2 of Block 9 (except City), Pleasant Home Subdivision	628.90
Locust Street LLC	Block 16 (except City), Pleasant Home Subdivision	1,252.38
M & W Investment Co.	Part of Lots 1 and 2, Roepke Subdivision	691.44
M & W Investment Co.	Part of Lot 1, Roepke Second Subdivision	203.84
Edwards Building Corp.	Lot 1 (except City), Fonner Subdivision	671.73
Grand Island Associates, LLC	Lot 1, Fonner Fourth Subdivision	2,194.98
5500 L Street Properties Co.	Lot 5 (except City), Fonner Second Subdivision	895.37
5500 L Street Properties Co.	Lot 6 (except City), Fonner Second Subdivision	1,792.67
Three Circle Irrigation Inc.	Part of Lot 1 and Part of Lot 3, Fonner Third Subdivision	1,522.44
Edwards Building Corp.	Replatted part of Lot 3, Fonner Third Subdivision	627.20
Kenneth W. & Rosemary Staab	Part of the SE1/4, SE1/4, Miscellaneous Tracts, 21-11-9 (except City)	232.87
GIPH Restaurants LLC	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	605.20
Michael J. & Carey M. Reilly	Lot 1, JNW Subdivision	689.92
Edwards Building Corp.	Lot 1, JNW Second Subdivision	742.92

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Sax Pizza of America, Inc.	Lot 2 (except City), Sax's Subdivision	484.29
Cindy Braddy	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	605.96
Arec 7, LLC	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	895.91
Sax Pizza of America, Inc.	Lot 3 (except City), Sax's Subdivision	558.61
O. Michael & Laurel Z. Toukan	Lot 3, Goodwill Fifth Subdivision	531.06
O. Michael & Laurel Z. Toukan	Lot 2, Goodwill Fifth Subdivision	294.34
Hall County Livestock Improvement Association	Part of SW1/4, SW1/4 and Part NW1/4, SW1/4 (except city) in Section 22-11-9	1,484.85
Byco Inc.	Part of Lot 2, R & R Subdivision	624.29
Preferred Enterprises LLC	Part of Lot 2 (except City), Fonner Fourth Subdivision	672.04
TOTAL		\$22,174.87

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 11 2007

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item D3

#2007-BE-7 - Consideration of Determining Benefits for Business Improvement District #5

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 11, 2007

Subject: Determining Benefits for Business Improvement District No. 5, Downtown, and Approving the Assessments

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

Presenter(s): Dave Springer, Finance Director

Background

In May, 2003, the City Council adopted Ordinance No. 8812 creating Business Improvement District No. 5, Downtown. The 2007-2008 Budget, as approved by Council on July 24, 2007, provides for special assessments on land and real property in the District as of January 1, 2007 in the amount of \$.311152 per \$100 of real property. The total taxable value of \$ 25,710,908 provides for assessments of \$80,000.

Discussion

The City Council, in its' capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in Ordinance #9138.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Business Improvement District No. 5 and related assessments.

Sample Motion

Board of Equalization: Approve the benefits accruing to Business Improvement District No. 5 as presented.

Ordinance: Approve the assessments as provided for in Ordinance #9138.

RESOLUTION 2007-BE-7

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 5, after due notice having been given according to law, that we find and adjudge:

1. The benefits accruing to the real estate in such Business Improvement District No. 5 is the total sum of \$80,000.06; and
2. According to the assessed value of the respective lots, tracts, and real estate within such Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Assessment
Kinder Morgan Interstate Gas Transmission	Centrally Assessed	23.22
Northwestern Energy	Centrally Assessed	506.62
Alltel Nebraska, Inc.	Centrally Assessed	4.51
Qwest Corporation	Centrally Assessed	3,872.61
AT&T Communications	Centrally Assessed	61.11
MCI Worldcom Network Services Inc.	Centrally Assessed	8.95
NPCR, Inc. d/b/a Nextel Partners	Centrally Assessed	38.44
IPCS Wireless, LLC	Centrally Assessed	Exempt
George Jay Jorgensen Beckby	N 100.5' E2/3 Lot 1, Block 54, Original Town	304.19
George Jay Jorgensen Beckby	S 31.9' E2/3 Lot 1, Block 54, Original Town	73.06
Wing Properties Inc.	W1/3 Lot 1, Block 54, Original Town	24.21
R. Dennis & Patricia A. Norris, Trustees	Lot 2, Block 54, Original Town	589.21
John W. & Teresa A. Wayne	N1/2 of W2/3 Lot 6, N1/2 Lot 5, Block 54, Original Town	484.92
Gus Katrouzos	S 60' W1/3 Lot 5, Block 54, Original Town	88.98
Gus Katrouzos	S 60' W 16' E2/3 Lot 5, Block 54, Original Town	72.59
Nickie J. Kallos	E 28' S1/2 Lot 5; N 6' W 38' S1/2 Lot 5, Block 54, Original Town	164.51

Nickie J. Kallos	W 22' S1/2 Lot 6; Block 54, Original Town	131.68
R. Dennis & Patricia A. Norris, Trustees	E 22' W 44' S1/2 Lot 6; E 22' Lot 6, Block 54, Original Town	403.59
R. Dennis & Patricia A. Norris, Trustees	W1/3 Lot 7, Block 54, Original Town	324.17
R. Dennis & Patricia A. Norris, Trustees	C1/3 Lot 7, Block 54, Original Town	315.58
Wing Properties Inc.	E1/3 Lot 7, Lot 8 (except City), Block 54, Original Town	1,109.81
Nathan Detroit, Inc.	N1/2 Lot 1, Block 55, Original Town	503.49
Nathan Detroit, Inc.	N 44' S1/2 Lot 1, Block 55, Original Town	336.24
Virginia Irvine	S 22' Lot 1, Block 55, Original Town	103.56
Russell L. Hoetfelker	S1/2 W1/2 Lot 3; S1/2 Lot 4, Block 55, Original Town	388.40
Downtown Center LLC	N 67.5' Lot 5, Block 55, Original Town	52.62
Matthew E. & Janelle A. Armstrong	N 20' S 64.5' Lot 5, Block 55, Original Town	121.88
Erivas Enterprises LLC	S 44.5' Lot 5, Block 55, Original Town	229.17
Famos Construction, Inc.	W2/3 Lot 6, Block 55, Original Town	197.35
Arthur & Jeanene Campos	E1/3 Lot 6, Block 55, Original Town	149.69
Prairie Winds Art Center, Inc.	W1/3 Lot 7, Block 55, Original Town	233.98
Terrence R. Merchen	E2/3 Lot 7, Block 55, Original Town	166.28
Thomas W. & Angela J. Ziller	W1/3 Lot 8, Block 55, Original Town	104.85
Thomas W. & Angela J. Ziller	C1/3 Lot 8, Block 55, Original Town	103.71
Thomas W. Ziller	E1/3 Lot 8, Block 55, Original Town	464.41
Downtown Center LLC	N 68' Lot 1; Lot 2; E1/2 Lot 3, Block 56, Original Town	176.81
Downtown Center LLC	N 22' of S 42', W 6' S 20', Lot 1, Block 56, Original Town	15.86
Downtown Center LLC	N 22' of S 64' Lot 1, Block 56, Original Town	14.65
Downtown Center LLC	S 20' of E 60' Lot 1, Block 56, Original Town	12.10
Carl & Susan A. Mayhew	W1/3 Lot 5, Block 56, Original Town	268.48
R & B Capital Enterprises LLC	E2/3 Lot 5, Block 56, Original Town	466.32
Helen E. & James A. Pohl	W2/3 Lot 6, Block 56, Original Town	391.15
Bette M. Tiner	E1/3 Lot 6, Block 56, Original Town	171.10
Duane A. & Dee Ann Johnson	Lot 7, Block 56, Original Town	384.15
Downtown Center LLC	Lot 8, Block 56, Original Town	1,811.50

J & B Rentals LLC	Lot 1, Ziller Subdivision	516.63
The Grand Island Foundation, Inc.	E2/3 Lot 6, Block 57, Original Town	Exempt
JEO Building Company	Lot 7, Block 57, Original Town	810.13
Overland Building Corp.	Lot 8, Block 57, Original Town	1,192.02
FirsTier Bank National Assoc.	Lots 1 & 2, Block 58, Original Town	341.57
FirsTier Bank National Assoc.	N1/2 Lot 3; N1/2 Lot 4, Block 58, Original Town	119.87
FirsTier Bank National Assoc.	Lot 5; W 22' Lot 6, Block 58, Original Town	1,638.59
FirsTier Bank National Assoc.	S1/2 Lot 3; S1/2 Lot 4, Block 58, Original Town	127.26
Darrell & Joyce Albers	Lot 1, Jensen Subdivision	159.08
M SQ Designs, Inc.	W1/3 Lot 7, Block 58, Original Town	246.00
James K. Keeshan	C1/3 Lot 7, Block 58, Original Town	148.74
Jesus G. & Victoria Galvan	Lot 1, Prensa Latina Subdivision	105.81
Eliseo & Jessica Calderon	Lot 2, Prensa Latina Subdivision	106.81
Mark A. Stelk	Lot 4, Prensa Latina Subdivision	331.14
Margoth Carpio & Brenda Eugenia Panameno	Lot 3, Prensa Latina Subdivision	182.30
Mead Bldg. Centers of G.I.	N 102.5' Lot 1; Lot 2, Block 59, Original Town	386.98
H & H Land Co.	S 29.5' Lot 1, Block 59, Original Town	19.64
Mead Bldg. Centers of G.I.	S 99' Lot 4; Lot 3, Block 59, Original Town	173.20
Mead Bldg. Centers of G.I.	N 33' Lot 4, Block 59, Original Town	177.36
Daniel H. & Ronald L. Eakes, Trustees	Lot 5, Block 59, Original Town	264.98
Chanh Ty Ngo & My T Nguyen	E 23' W 46' Lot 6, Block 59, Original Town	189.22
Larry C. & Mary Ann Gerdes	W 23' Lot 6, Block 59, Original Town	188.24
Doax Investment Co.	E 20' Lot 6; W1/2 Lot 7, Block 59, Original Town	18.67
H & H Land Company	W 22' E1/2 Lot 7, Block 59, Original Town	185.94
H & H Land Company	E 11' Lot 7; Lot 8, Block 59, Original Town	535.38
CKP LLC	Lots 1 & 2, Block 60, Original Town	517.32
CKP LLC	Lot 3, Block 60, Original Town	122.54
Business Properties of Nebraska LLC	Lot 4, Block 60, Original Town	226.77
618 W 3 rd Street LLC	Lots 5 & 6, Block 60, Original Town	757.55
Doax Investment Co.	Lots 7 & 8, Block 60, Original Town	582.93
Daniel H. Eakes and Ronald L. Eakes, Trustees	Lots 1 & 2, Block 61, Original Town	814.25

Daniel H. Eakes and Ronald L. Eakes, Trustees	Lots 3 & 4, Block 61, Original Town	745.31
Tri-City Properties LLC	Lot 5, Block 61, Original Town	725.01
Jack L. Hansen	Lots 6, 7 and 8, Block 61, Original Town	833.06
Richard H. & Arlene M. Baasch	S 44' Lot 1, Block 62, Original Town	200.54
Cedar Street Properties LLC	N 88' Lot 1, Block 62, Original Town	529.05
Cedar Street Properties LLC	Lot 2, Block 62, Original Town	300.23
Alan D. Zwink	N 66' W 9' Lot 3; N 66' Lot 4, Block 62, Original Town	160.01
Vogel Enterprises, Ltd.	E 16' Lot 5; W1/2 Lot 6, Block 62, Original Town	65.07
Vogel Enterprises, Ltd.	E1/2 Lot 6; W1/2 Lot 7, Block 62, Original Town	389.50
Old Sears Development, Inc.	Lots 1 & 2, Block 63, Original Town	1,177.04
Old Sears Development, Inc.	E2/3 Lot 3, Block 63, Original Town	377.45
Marlyn J. Miller	W1/3 Lot 3; E1/3 Lot 4, Block 63, Original Town	273.41
Monte C. & Sheri S. Hack	S 88' Lot 8, Block 63, Original Town	413.13
Maude E. Walters	E1/3 Lot 1, Block 64, Original Town	292.97
Craig C. Hand	C1/3 Lot 1, Block 64, Original Town	156.49
Cosrec Enterprises	W1/3 Lot 1, Block 64, Original Town	200.80
Glade Inc.	E 44' Lot 2, Block 64, Original Town	280.81
Ivan P. & Sharon L. Walsh	W1/3 Lot 2, Block 64, Original Town	213.60
Double S Properties LLC	E1/3 Lot 3, Block 64, Original Town	195.17
Donald D. & Marilyn J. Mehring	W2/3 Lot 3, Block 64, Original Town	173.93
Galen E. & Tamera M. Gerdes	Lot 4, Block 64, Original Town	922.51
Vicki L. Kissler	N 22' Lot 8, Block 64, Original Town	187.34
Terry N. & Susan M. Taylor	S1/2 N1/3 Lot 8, Block 64, Original Town	163.67
Laverne & Donna R. Shehein	N 44' S 88' Lot 8, Block 64, Original Town	190.80
Wayne E. & Ardith C. May	Lot 1, Block 65, Original Town	225.02
Gary L. & Barbara J. Pedersen, William D. & Mary C. Grange	E1/3 Lot 2, Block 65, Original Town	172.39
Constance K. Swanson	C1/3 Lot 2, Block 65, Original Town	162.50
Archway Partnership	W1/3 Lot 2, Block 65, Original Town	255.22
Bartenbach Real Estate, LLC	E1/3 Lot 3, Block 65, Original Town	168.38
Janelle L. Brown	W1/3 Lot 3, Block 65, Original Town	147.59
Allen & Linda Hoffer	E1/3 Lot 4, Block 65, Original Town	297.69

Harriet K. Lambrecht	W2/3 Lot 4, Block 65, Original Town	185.85
J & B Rentals LLC	S 44' N1/2 Lot 5, Block 65, Original Town	241.44
Terry N. & Susan M. Taylor	N 22' Lot 5, Block 65, Original Town	141.22
JO Enterprises Inc.	S1/2 Lot 5, Block 65, Original Town	300.44
Steven L. & Barbara J. Fuller	W1/3 Lot 6, Block 65, Original Town	92.05
Scott B. & Sheri Arnold	E2/3 Lot 6, Block 65, Original Town	176.25
Transportation Equipment Co., Inc.	W1/2 Lot 7, Block 65, Original Town	228.50
C & S Group LLC	N 55' of E1/2 Lot 7; N 55' Lot 8, Block 65, Original Town	52.29
C & S Group LLC	W 18.9' of E1/2 Lot 7; N 29.9' of E 14.1' Lot 7; W 29' C 22' E1/2 Lot 7, N 29.9' of S 55' Lot 8 x CN6' S31.1' E40' Lot 8, Block 65, Original Town	180.57
David J. Parmley	C 22' of E 4' Lot 7; C 22' of Lot 8, Block 65, Original Town	290.40
C & S Group LLC	S 25.1' of Lot 8; N 6' of S 31.1' of E 40' Lot 8; and S 25.1' of E14.1' of Lot 7, Block 65, Original Town	233.10
James J. Berglund	Lots 1 & 2, Block 66, Original Town	1,265.34
Bonnie G. Koepke	S1/3 W1/3 of Lot 3 (Except 17.5'), C1/3 of Lot 3, Block 66, Original Town	264.38
John Vipperman, Arthur Wetzel	E1/3 Lot 3, Block 66, Original Town	240.63
James G. Duda	N88' E1/3 Lot 4, Block 66, Original Town	247.41
J. Gary & Patricia M. Vejvoda	N 88' C1/3 Lot 4, Block 66, Original Town	307.10
Ben's Drug Store, Inc.	N80' W1/3 Lot 4, Block 66, Original Town	123.72
The Retzler Development Group, LLC	Pt W 17.5' S 44' Lot 3; N 8' S 52' W 22', & S 44', Lot 4, Block 66, Original Town	229.19
Bartenbach Real Estate, LLC	Lot 5, W1/3 Lot 6, Block 66, Original Town	546.10
Bartenbach Real Estate, LLC	E2/3 Lot 6; W1/3 Lot 7, Block 66, Original Town	284.11
James E. & Mary Ann Keeshan	E2/3 Lot 7, Block 66, Original Town	289.04
Procon Management Inc.	Lot 8, Block 66, Original Town	3,271.84
Plaza Square Development LLC	S1/2 Block 67, Original Town	1,437.58
Steven P. & Vicki Rasmussen	W2/3 Lot 2, Block 68, Original Town	351.51
Grand Island Venue, LLC	Part of Lots 3 and 4, Block 68, Original Town	1,545.47
Plaza Square Development	Lot 5; W 22' Lot 6, Block 68, Original Town	133.15
Equitable Building & Loan Assn	Lot 1, Block 79, Original Town	370.10
Equitable Building & Loan Assn	Lot 2, Block 79, Original Town	110.49

Equitable Building & Loan Assn	S 44' Lot 3, S 44' Lot 4, Block 79, Original Town	741.56
Equitable Building & Loan Assn	N 26' 10.5" Lot 8, Block 79, Original Town	28.36
Equitable Building & Loan Assn	S 17' 1.5" N 44' Lot 8, Block 79, Original Town	16.26
Equitable Building & Loan Assn	S 88' Lot 8, Block 79, Original Town	96.46
Thomas, Timothy, & Josephine O'Neill	E 22' of Lot 4, W 22' of Lot 3, Block 80, Original Town	193.21
Thomas W. O'Neill, Joseph P. & Timothy R. O'Neill	W 44' of Lot 4, Block 80, Original Town	139.64
David C. Huston	C1/3 Lot 8, Block 80, Original Town	277.03
Derek L. & Ruth E. Mitchell	S 44' Lot 8, Block 80, Original Town	260.39
Ronald E. & Sharon R. Trampe	W1/3 Lot 2, Block 81, Original Town	165.97
Kansas Nebraska Associate of Seventh Day Adventists	E1/3 Lot 3, Block 81, Original Town	174.57
James S. & Precious A. Reed	C1/3 Lot 3, Block 81, Original Town	260.90
Ronald C. & Vada M. Krauss	W1/3 Lot 3, Lot 4, Block 81, Original Town	495.57
Walnut Street Partnership	Lot 5, Block 81, Original Town	465.66
Walnut Street Partnership	Lot 6, Block 81, Original Town	189.19
Wheeler Street Partnership	Lot 7; S2/3 Lot 8, Block 81, Original Town	914.73
Kent A. Schroeder and Donald L. Rathman, Trustees	N1/3 Lot 8, Block 81, Original Town	264.41
Morris Publishing Group LLC	Lot 1, Block 82, Original Town	84.82
Morris Publishing Group LLC	Lot 2, Block 82, Original Town	283.25
Morris Publishing Group LLC	Lot 3, Block 82, Original Town	84.82
Morris Publishing Group LLC	Lot 4, Block 82, Original Town	290.07
Morris Publishing Group LLC	Lots 5, 6, 7 and 8, Block 82, Original Town	2,901.17
Grand Island Hospitality LLC	Lots 1 and 2, Block 83, Original Town	414.27
JOMIDA, Inc.	Lots 3 and 4, Block 83, Original Town	983.54
Michael & Sonya Wooden	E 41' N 28' Lot 8, Block 83, Original Town	142.08
Michael & Sonya Wooden	Pt N1/3 and S2/3 Lot 8, Block 83, Original Town	206.42
Contryman & Associates	Lots 3 and 4, Block 85, Original Town	505.07
G.I. Liederkranz	Lots 1, 2, 3 and 4, Block 87, Original Town	311.72
Enviro-Clean Contractors Inc.	N 60' of Fr Lots 1, 2, 3, Block 89, Original Town	371.22
Kathleen A. Campbell	W 67' S 50' Lot 4, Hann Addition	134.82
Hoos Insurance Agency Inc.	Lot 4, Pt of Vac St, Block 97, Railroad Addition (Comp County Sub 15-11-9)	291.19

Filemon Sanchez	N1/2 Lot 1, Block 98, Railroad Addition	23.68
Arvid C. Carlson	Lot 2, Block 98, Railroad Addition	122.33
Floriberto Sanchez Benitez	W 52' Lot 7, Block 98, Railroad Addition	223.12
Filemon Sanchez	E 14' Lot 7, Lot 8, Block 98, Railroad Addition	351.60
Contryman & Associates	Lots 1 and 2, Block 106, Railroad Addition	394.05
The Muffler Shop, Inc.	Lots 1 and 2, Block 107, Railroad Addition	387.35
The Muffler Shop, Inc.	Lots 3 & 4, Block 107, Railroad Addition	192.61
Joseph M. & Lori Jean Brown	S2/3 Lot 5, Block 107, Railroad Addition	358.39
David E. Janda, DDS	S 72' Lot 8, E 29.54' of S 71.5' Lot 7, Block 107, Railroad Addition	332.96
Barbara J. Clinch	N 60' of E 22' of Lot 7, N 60' Lot 8, Block 107, Railroad Addition	280.20
Richard & Marilyn Fox	Lots 1 and 2, Block 108, Railroad Addition	501.31
Douglas Bookkeeping Service Inc.	W 29' Lot 3, Lot 4, Block 108, Railroad Addition	609.91
Donald J. & Janet L. Placke	S 88' Lot 5, Block 108, Railroad Addition	140.59
Sam Huston Rev Living Trust	Lot 6, Block 108, Railroad Addition	195.22
Bosselman, Inc.	Lots 7 and 8, Block 108, Railroad Addition	608.98
David A. & Carolyn J. Gilroy	S 61' Lot 1; S 61' Lot 2, Block 109, Railroad Addition	214.32
Gregory T. & Gay L. Austin	N 71' Lot 1; N 71' Lot 2, Block 109, Railroad Addition	135.02
J&B Rentals, LLC	E 59.5' Lot 3, Block 109, Railroad Addition	147.97
J&B Rentals, LLC	W 6' 6.5" Lot 3, E 52'11" Lot 4, Block 109, Railroad Addition	73.74
Roger L & Sharon K. McShannon	Lots 5 and 6, Block 109, Railroad Addition	227.57
LPB, LLC	Lots 7 & 8, Block 109, Railroad Addition	469.13
Bonna Barton Wanek	Lot 8, Block 114, Railroad Addition	771.74
Margo Schager	Lot A, Gilbert's North Subdivision in part of Block 79, Original Town	165.86
Equitable Building & Loan Assn	Lot B, Gilberts North Subdivision in part of Block 79, Original Town	173.21
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 102	155.38
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 103	226.71
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 104	557.15
Equitable Building & Loan Assoc	Yancey Condominium 201A	492.38

of Grand Island		
Devco Investment Corporation	Yancey Condominium 301	106.82
Arvon & Luella Marcotte	Yancey Condominium 302	77.57
Thomas & Nita Farr	Yancey Condominium 303	110.33
William L. Zins	Yancey Condominium 304	101.66
Dudley & Diana Baxter	Yancey Condominium 401	78.84
Artvest III	Yancey Condominium 402	89.94
Artvest III	Yancey Condominium 403	86.36
Michael D. Jones	Yancey Condominium 404	142.81
Artvest III	Yancey Condominium 405	86.78
Larry D. Ruth	Yancey Condominium 406	122.41
Wyndell & Barbara Fordham	Yancey Condominium 407	134.40
Archway Partnership	Yancey Condominium 501	113.89
Artvest III	Yancey Condominium 502	92.44
Dudley & Diana Baxter	Yancey Condominium 503	86.42
Artvest III	Yancey Condominium 505	86.84
Robert A. Cieloha	Yancey Condominium 506	122.50
Kelvin Paul & Bonnie Diane Davis	Yancey Condominium 507	138.51
Artvest III	Yancey Condominium 601	79.61
Artvest III	Yancey Condominium 602	92.60
Colleen A. O'Neill Donald Matthews	Yancey Condominium 603	124.07
Daniel F. Clyne	Yancey Condominium 604	99.96
Artvest III	Yancey Condominium 605	86.94
Ryan G. Hansen	Yancey Condominium 606	85.99
Charmaine L. Arp	Yancey Condominium 607	129.92
Laura J. Johnson	Yancey Condominium 701	87.05
Artvest III	Yancey Condominium 702	92.72
Richard & Margaret Johnson	Yancey Condominium 703	86.67
Art & Jan Burtcher	Yancey Condominium 704	143.12
Michelle R. Rathjen	Yancey Condominium 705	95.62
Clifton J. Long, Sandra A. Thinner	Yancey Condominium 706	85.74
Nelse Zachry	Yancey Condominium 707	156.63
Artvest III	Yancey Condominium 801	79.77

Mapes & Co. Partnership	Yancey Condominium 802	92.81
Mapes & Co. Partnership	Yancey Condominium 803	101.48
Judy J. Arnett	Yancey Condominium 804	163.99
Wendy Alexander Christine Alexander-Johnson	Yancey Condominium 805	122.31
Jack Nelson	Yancey Condominium 806	93.30
James F. Nissan Rev Trust	Yancey Condominium 901	79.80
Elaine & Everett Evnen	Yancey Condominium 902	92.88
Elaine & Everett Evnen	Yancey Condominium 903	101.54
Ann C. Atkins	Yancey Condominium 904	149.69
Kerry A. Rodocker	Yancey Condominium 905	99.56
Donald Jurewicz	Yancey Condominium 906	152.37
Linda Todd	Yancey Condominium 1001	87.24
David H. Wren	Yancey Condominium 1002	92.91
Jeremy S. & Jack L. Gillam	Yancey Condominium 1003	101.60
Ruth E. Megard, Trustee	Yancey Condominium 1005	108.59
Tera VanWinkle	Yancey Condominium 1006	155.68
John Patrick Tooley	Yancey Condominium 1101	87.36
Linda L. Clare Rev Trust	Yancey Condominium 1102	93.00
Lynn A. Buckley	Yancey Condominium 1103	111.14
Frank L. Hoelck Trust	Yancey Condominium 1104	155.99
Elizabeth W. Mayer	Yancey Condominium 1105	108.74
Elizabeth W. Mayer	Yancey Condominium 1106	186.31
Home Federal Savings & Loan Assn	Lot 3, Hann's 4 th Addition	1,913.59
Artvest III	Yancey Condominium 002	10.42
Artvest III	Yancey Condominium 001	26.70
Bonna Barton Wanek	S 88' Lot 7, Block 114, Railroad Addition	50.24
Roxann Ellison	W 18.9' of E 33' of S 25.1' Lot 7, Block 65, Original Town	56.89
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 101	37.57
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201B	59.50
Equitable Building & Loan Assoc	Yancey Condominium 201C	149.79

of Grand Island		
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201D	114.25
Home Federal Savings & Loan Assoc. of Grand Island	Pt Lots 1, 2, 3, 4 and 7; all of Lots 5 and 6; pt Vacated Alley, Block 89, Original Town	389.81
James & Mavis Reiter	Lot 2, Jensen Subdivision	97.40
Furniture Clearing House, Inc.	Lot 2, Ziller Subdivision	425.74
Salvation Army	Block 113 and part of vacated alley, Railroad Addition	180.82
City of Grand Island	S1/2 of Lot 1, Block 58, Original Town	31.66

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item E1

**Public Hearing on Request from Melodee Anderson for a
Conditional Use Permit for a Temporary Modular Office Located
at 3515 West Old Potash Highway**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: September 11, 2007

Subject: Request of Melodee Anderson for Approval of a Conditional Use Permit to Place a Temporary Modular Office at 3515 West Old Potash Highway

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

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for the approval of a Conditional Use permit to allow for the placement of a temporary modular office building to facilitate operation of a sales office during renovations of the existing building currently on the site. The zoning classification for this property is M-2, Heavy Manufacturing Zone. That classification does not allow for a temporary building unless approved by the City Council in the form of a conditional use permit.

The application requests approval for a one year period.

Discussion

This is a fairly large property and appears to have adequate room for the temporary placement of a modular office during renovations of the existing building. The application does not identify a location for the proposed temporary building and staff would recommend any approvals be subject to the location being approved by the City Fire and Building Departments to accommodate any setbacks, fire separations, and fire lanes. The request is for a one year period which appears appropriate but the approval should terminate at the end of the one year or within 30 days of the completion of the proposed renovation of the existing building. The application does not appear to have any negative impact on the site or the surrounding properties.

Alternatives

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

1. Approve the request for the Conditional Use Permit.
2. Disapprove or /Deny the Request.
3. Modify the Conditional Use Permit to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the conditional use permit to allow for the placement of a temporary modular office facility, with the following stipulation; 1) The conditional use permit shall expire within a one year period or within 30 days of the completion of the renovation of the existing building on the site, which ever occurs first. 2) The exact location shall be approved by the City Fire and Building Departments prior to placement.

Sample Motion

Motion to approve the request for a conditional use permit with the stipulations as identified in the departmental memorandum.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: USE MODULAR OFFICE AS A SALES OFFICE FOR AUTOMOBILES WHILE REMODELING BUILDING AT 3515 W. OLD POTASH HWY
2. The owner(s) of the described property is/are: MELODIE ANDERSON
3. The legal description of the property is: MESCELLANEOUS TRACTS 24-11-10 PT N $\frac{1}{2}$ NE $\frac{1}{4}$ 6.30 AC
4. The address of the property is: 3515 W. OLD POTASH HWY.
5. The zoning classification of the property is: M2
6. Existing improvements on the property is: NONE
7. The duration of the proposed use is: 1 YEAR
8. Plans for construction of permanent facility is: USE MODULAR OFFICE WHILE REMODELING BUILDING.
9. The character of the immediate neighborhood is: RETAIL AND MANUFACTURING
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: USE MODULAR OFFICE AS A TEMPORARY SALES OFFICE WHILE THE BUILDING AT 3515 W. OLD POTASH HWY IS RENOVATED AND REMODELED

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

8/20/07
Date

308-384-1700
Phone Number

[Signature]
Owners(s)

120 DOERS AVE.
Address

GRAND ISLAND, MO
City State

68803
Zip



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item E2

**Public Hearing on Request from Randy & Cynthia Evans for a
Conditional Use Permit for a Temporary Car Dealership Office
Located at 1407 West 2nd Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: September 11, 2007

Subject: Request of Randy & Cynthia Evens for Approval of a Conditional Use Permit to Place a Temporary Office at 1407 West 2nd Street

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

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for the approval of a Conditional Use Permit to allow for the placement of a temporary office building to facilitate operations of the existing car dealership during removal of existing buildings and the construction of a new building and facilities. The property is currently zoned B-2, General Business and that classification does not allow the placement of a temporary building without the approval of the City Council in the form of a conditional use permit.

The request is for a 10 month period.

Discussion

The proposal is to renovate the entire half block to facilitate the existing car dealership currently in operation. The location of the proposed temporary building does not appear to create any negative impacts on the property or surrounding neighborhoods. The request is for a 10 month period and appears reasonable; approval should terminate at the end of a one year period or within 30 days of the completion of the construction of a new dealership facility, whichever occurs first. A one year period allows time past that which is requested in the application but in line with past approvals.

Alternatives

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

1. Approve the request for the Conditional Use.

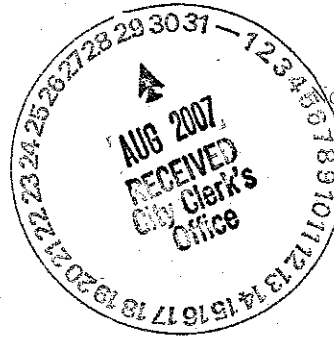
2. Disapprove or /Deny the Request.
3. Modify the Conditional Use Permit to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the conditional use permit to allow for the placement of a temporary office building with the following condition; the conditional use permit will expire within one year or within 30 days of the completion of a permanent facility, which ever occurs first.

Sample Motion

Motion to approve the request for a conditional use permit with the conditions as identified in the departmental memorandum.



Non-Refundable Fee: \$155.00
Return by: _____
Council Action on: 9-11-07

Conditional Use Permit Application

pc: Building, Legal Utilities
Planning, Public Works.

1. The specific use/construction requested is: Temporary Car Dealership Office
2. The owner(s) of the described property is/are: Randy L & Cynthia Evans
Lot 1, 2 & 3 Block 17 Spaulding & Greggs ADD
3. The legal description of the property is: Lot 4 Block 19 Kernohan & Deckers ADD
4. The address of the property is: 1407 W 2nd
5. The zoning classification of the property is: B-2
6. Existing improvements on the property is: Commercial Building Type V-B
7. The duration of the proposed use is: 6-10 months
8. Plans for construction of permanent facility is: tear down 2 existing, build one new one
9. The character of the immediate neighborhood is: COMMERCIAL / Residential
10. There is hereby attached a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: We plan to demolish existing buildings & canopy
build one permanent building prior to road work next spring and
we need temporary facility while that work is completed.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

8-29-07

Date

308-381-7566

Phone Number

Randy L & Cynthia Evans

Owners(s)

1823 W. Koenig

Address

Grand Island

City

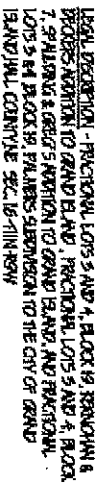
NE

State

68803

Zip

RANDY'S AUTO, 1423 W. 2ND ST., G.I., NE.





City of Grand Island

Tuesday, September 11, 2007

Council Session

Item E3

**Public Hearing on Request from Olsson & Associates for a
Conditional Use Permit for a Temporary Soil Vapor Extraction
Trailer Located at 373 North Vine Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: September 11, 2007

Subject: Request of Olsson and Associates for Approval of a Conditional Use Permit to Allow for the Placement of a Temporary Trailer to Accommodate a Soil Vapor Extraction Operation at 373 N. Vine Street

Item #'s: E-3 & H-3

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for the temporary placement of a vapor extraction trailer to facilitate the removal of free phase petroleum from groundwater at the site. The site is currently zoned (M-3) Mixed Use Manufacturing. Trailers and temporary buildings are only allowed within this zoning classification if approved by the City Council in the form of a conditional use permit.

Discussion

This proposal is similar to several in the recent past to allow for a trailer or a temporary building to be placed on the site to aid in the clean up of groundwater. The proposed length of time is for five years however City Code limits two years between approvals. The site location is such that it would not appear that this request will have any negative impact on neighboring properties.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the request and authorize the issuance of a conditional use permit for a two year period.

Sample Motion

Motion to approve the request for a conditional use permit to allow for a temporary vapor extraction facility for a two year period.



Non-Refundable Fee: \$155.00
 Return by: _____
 Council Action on: 9-11-07

Conditional Use Permit Application

per: Building, Legal Utilities
 Planning, Public Works

1. The specific use/construction requested is: SOIL VAPOR EXTRACTION TRAILER
INSTALLATION
2. The owner(s) of the described property is/are: TRI CITY SIGN COMPANY
3. The legal description of the property is: ORIGINAL TOWN LOT 7 & 8 BLK 47
W 22.5' VAC PLUM STREET
4. The address of the property is: 373 N VINE
5. The zoning classification of the property is: M-3
6. Existing improvements on the property is: 127 x 140 TYPE II-B (METAL) BLDG
7. The duration of the proposed use is: 5 YEARS
8. Plans for construction of permanent facility is: NA
9. The character of the immediate neighborhood is: COMMERCIAL INDUSTRIAL
10. There is hereby attached a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: See attached narrative and construction plans

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

8-27-07

Date

OLSSON & ASSOCIATES

Owners(s)

402.474.6311

Phone Number

1111 LINCOLN MALL SUITE 111

Address

LINCOLN

City

NE

State

68501-4608

Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.

Property owners within 200' of the proposed vapor extraction sight located on the east side of 373 N Vine St, Grand Island NE

503 E 4 th St	William Fredrick Schritt
513 E 4 th St	William Fredrick Schritt
515 E 4 th St	William Fredrick Schritt
521 E 4 th St	William Fredrick Schritt

366 N Vine St	Union Pacific Railroad Prop Tax Dept
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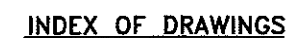
358 N Vine St	Bertha Larson
421 N Vine St	Bertha Larson
423 N Vine St	Bertha Larson

Olsson Associates is requesting permitting required to install a soil vapor extraction (SVE) and air sparge (AS) remediation system on the east side of the existing Tri-City Sign Company property at 373 N. Vine Street, Grand Island. The SVE and AS system is being installed to remediate petroleum ground water contamination on the property. These activities are required and approved by the Nebraska Department of Environmental Quality (NDEQ).

The remediation system will be installed in a portable trailer that will be secured to the ground with pier type footings. A new electrical service will be ran to the trailer as well as piping from the installed remediation wells. Construction details and proposed installation location are provided on the enclosed construction plans.

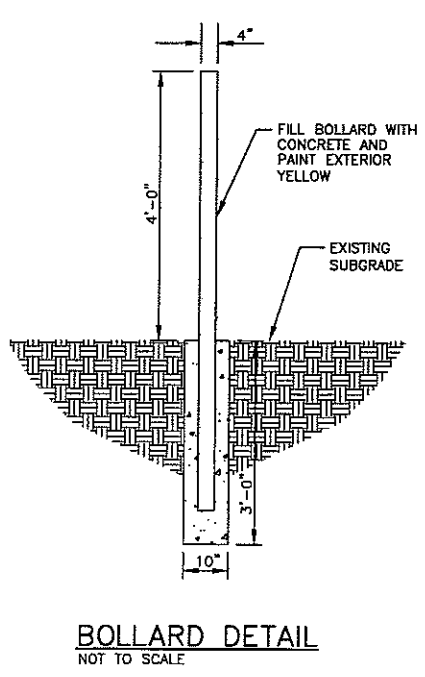
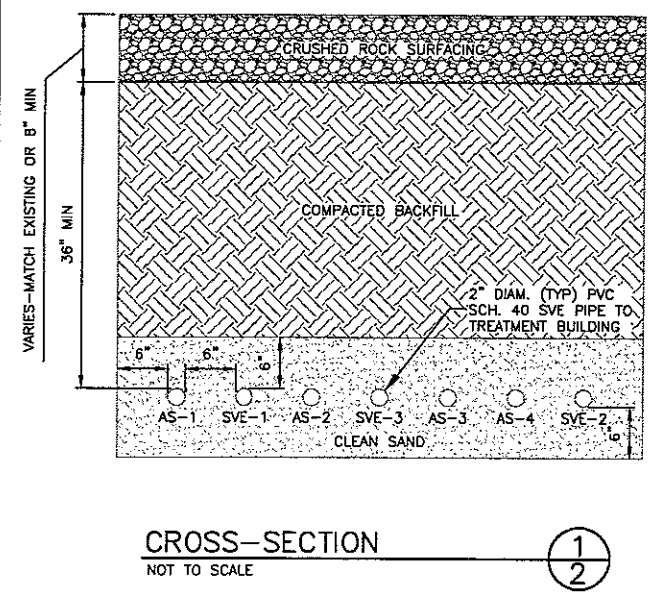
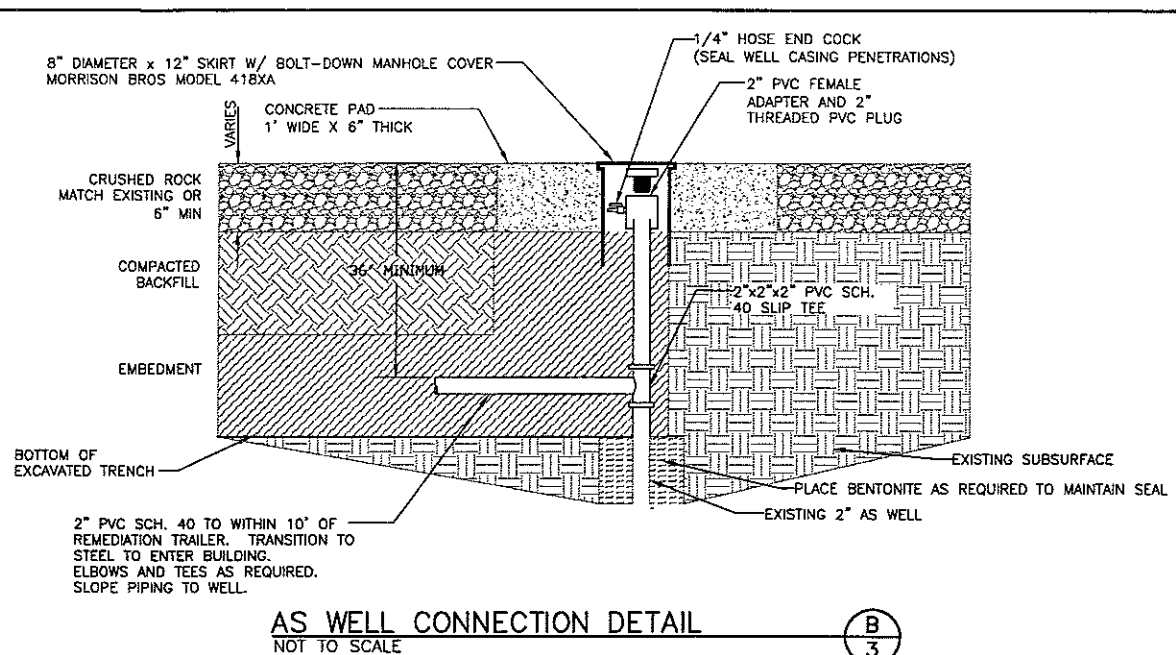
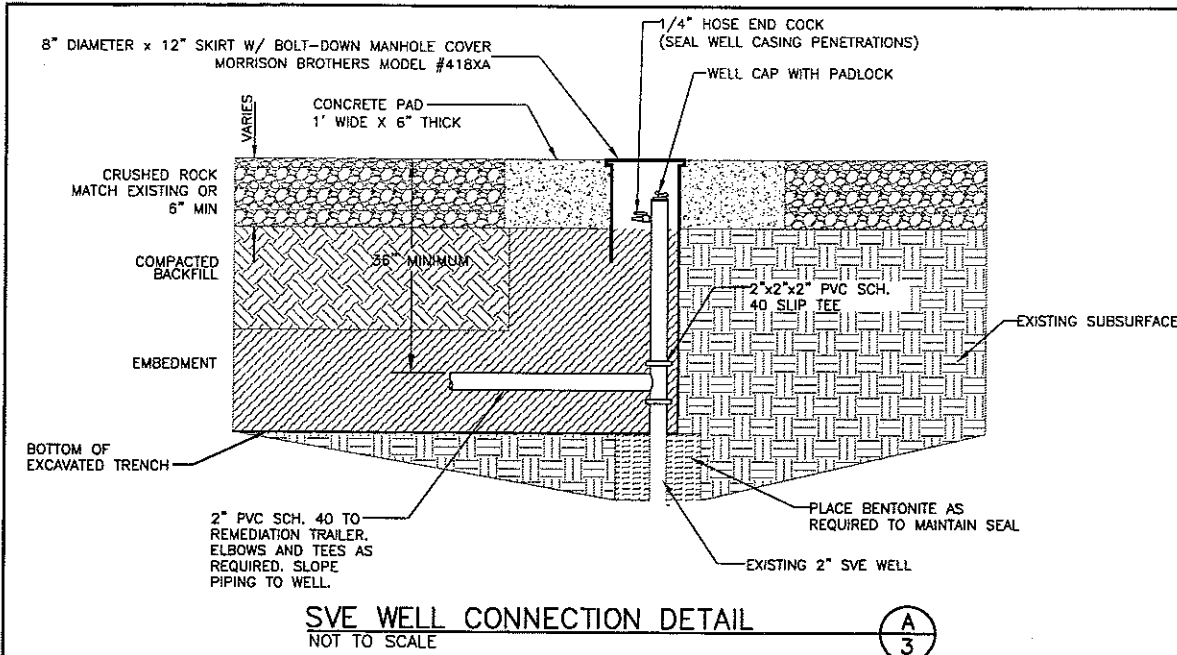
WOLSSON
ASSOCIATES

1111 Lincoln Mall, Suite 111
Lincoln, NE 68501-4628
TEL 402-474-6911
FAX 402-474-5199
www.nationalquality.com



1. COVER SHEET
2. REMEDIATION SYSTEM LAYOUT MAP
3. WELL AND TRENCH DETAILS
4. REMEDIATION BUILDING LAYOUT AND ELECTRICAL DETAILS
5. PROCESS SCHEMATIC

[illegible]



NOTES:

- CONCRETE MIX FOR WORK: NDOR 47B MIX WITH THE FOLLOWING PROPERTIES
 COMPRESSIVE STRENGTH AT 7 DAYS: 2,650 PSI
 COMPRESSIVE STRENGTH AT 28 DAYS: 3,500 PSI
 SLUMP: 3 TO 4 INCH
 AIR CONTENT: 6% +/- 2%
 AGGREGATE: 47B SAND AND GRAVEL AS SPECIFIED BY NDOR
- COMPACT SAND FILL WITH VIBRATORY COMPACTOR IN CONTINUOUS LAYERS, NOT TO EXCEED 6 INCHES.
- COMPACTED BACKFILL SHALL BE UNCONTAMINATED SOIL OR SELECT FILL COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- REPLACE CRUSHED ROCK SURFACE TO 6 INCH THICKNESS OR MATCH EXISTING, WHICHEVER IS GREATER.
- SLOPE SVE AND AS PIPING TOWARDS THE INDIVIDUAL WELLS. MINIMUM SLOPE 0.005 FT/FT.
- THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT WILL BE LOCATED AND FLAGGED BY THE UTILITIES AT THE REQUEST OF THE CONTRACTOR. CONTRACTOR RESPONSIBLE FOR LOCATION OF UTILITIES WHETHER SHOWN OR NOT. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITY FACILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE EXCAVATION MUST BE ACCOMPLISHED WITH EXTREME CARE IN ORDER TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY FACILITY.
- UNDERGROUND UTILITY LINES IN AREAS OF TRENCH EXCAVATION SHALL BE PROTECTED FROM DAMAGE. LINES SHALL BE RELOCATED AS NECESSARY. SERVICE SHALL NOT BE DISRUPTED WITHOUT PRIOR CONSENT OF OWNER AND SERVICE PROVIDER. CONTRACTOR SHALL COORDINATE RELOCATION WITH SERVICE PROVIDER AND OWNER.
- CONTRACTOR SHALL NOT DAMAGE OR DISTURB ANY EXISTING MONITOR WELLS IN AREA OF CONSTRUCTION OR EQUIPMENT STAGING AREA. DAMAGED MONITOR WELLS SHALL BE REPLACED AT NO COST TO OWNER.
- CONTRACTOR SHALL DISPOSE OF ALL CONTAMINATED SOIL, WASTE, EXCESS MATERIALS, AND OTHER CONTAMINATED MATERIALS IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
- CONTRACTOR SHALL COORDINATE LOCATION OF ANY SOIL STOCKPILE AND EQUIPMENT STAGING AREAS WITH OWNER.
- CONTRACTOR SHALL REPAIR OR REPLACE CONCRETE, ASPHALT, GRAVEL, AND GRASS DISTURBED OR REMOVED BY CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL BACKFILL WITH UNCONTAMINATED EXCAVATED MATERIAL OR SUITABLE FILL TO EXISTING GRADE.
- CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH PROPERTY OWNERS TO ALLOW FOR OCCUPATION OF EACH PROPERTY.
- DRIVEWAYS OF ANY PROPERTY SHALL NOT BE BLOCKED. REASONABLE ACCESS SHALL BE MAINTAINED. DRIVEWAYS MAY BE BLOCKED ONLY WITH THE OWNERS WRITTEN CONSENT.
- CONTRACTOR SHALL PREPARE A HEALTH AND SAFETY PLAN TO BE FOLLOWED DURING ALL CONSTRUCTION ACTIVITIES. ONE COPY OF THE HEALTH AND SAFETY PLAN SHALL BE KEPT ON-SITE.
- CONTRACTOR SHALL COORDINATE TRENCHING AND PIPING INSTALLATION TO MINIMIZE DISRUPTION TO SURROUNDING AREA.
- CONSTRUCTION OF SYSTEM OCCURS ON TRI-CITY SIGN PROPERTY.
- ALL WELLS INSTALLED BY OTHERS. CONTRACTOR RESPONSIBLE FOR CONNECTIONS TO 3 SVE WELLS, 4 AS WELLS, PIPING AND SURFACE COMPLETION.
- CONTAMINATED SOIL AND GROUND WATER HAVE BEEN DOCUMENTED IN AREA OF WORK.

MOLSSON ASSOCIATES

1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608

TEL 402.474.6311
FAX 402.474.6160
www.molsson.com

REVISIONS

REV. NO.	DATE	DESCRIPTION
1		

WELL AND TRENCH DETAILS

SOIL VAPOR EXTRACTION AND AIR SPARGE REMEDIATION SYSTEM

2007

GRAND ISLAND, NEBRASKA

drawn by: JCH

checked by: JCH

approved by: JCH

QA/QC by: JCH

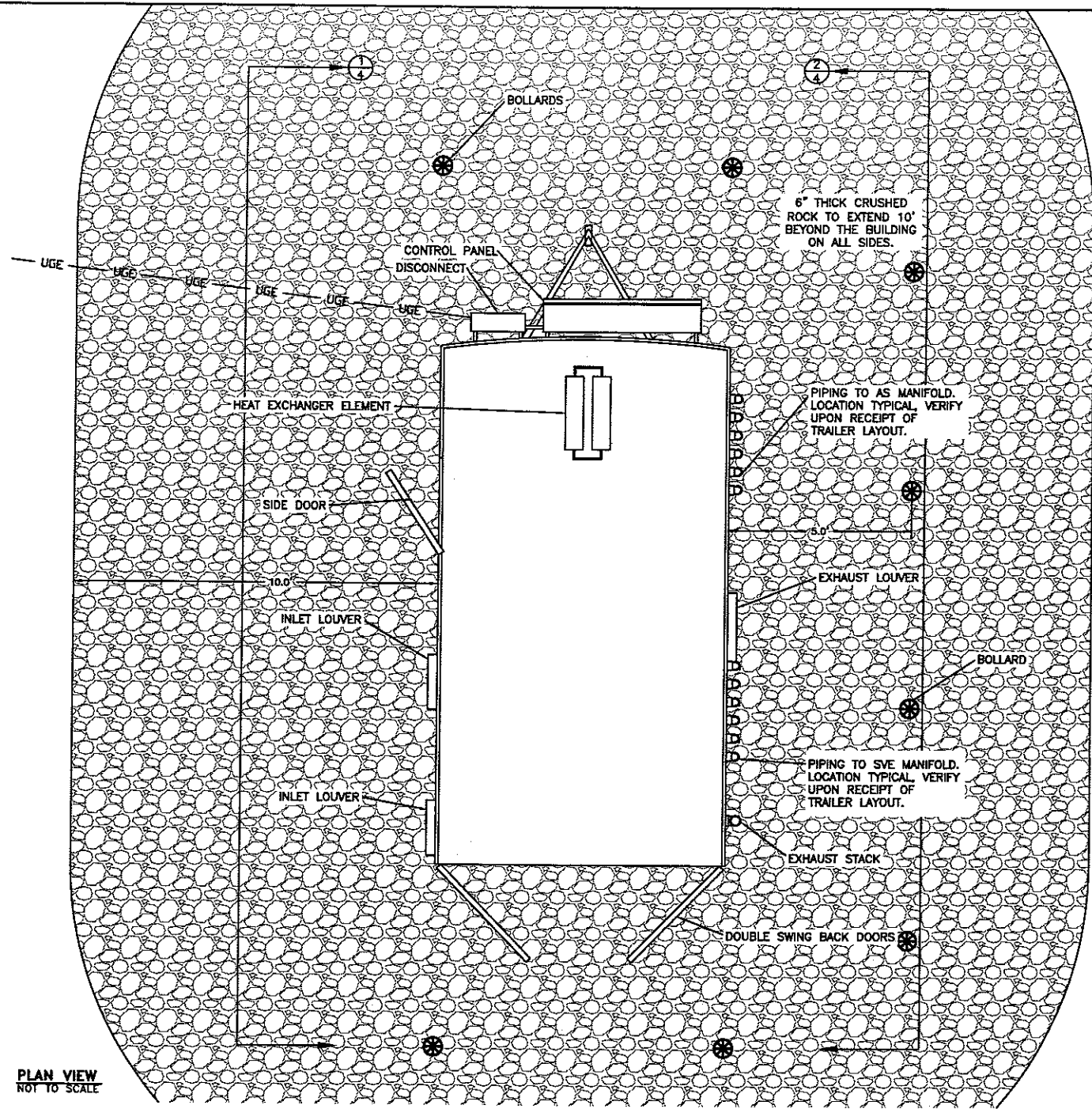
project no.: 006-0407

drawing no.: 07/02/07

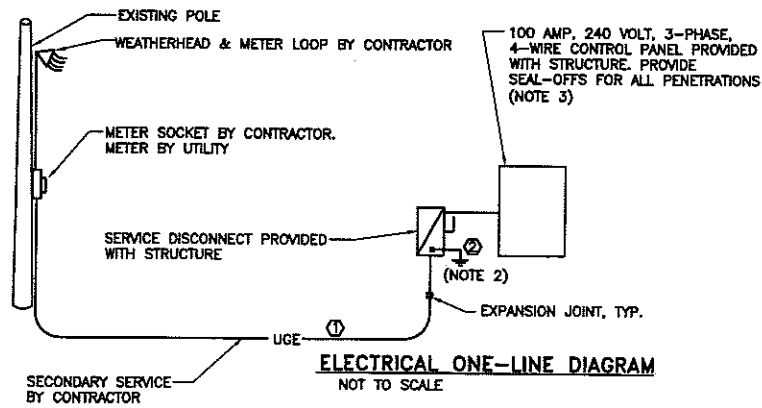
SHEET

3 of 5

DWG: F:\Projects\20060407\Plans\dwg\Sheet 4.dwg
DATE: Jul 19, 2007 7:59am
USER: rocky
XREFs:



PLAN VIEW
NOT TO SCALE



ELECTRICAL ONE-LINE DIAGRAM
NOT TO SCALE

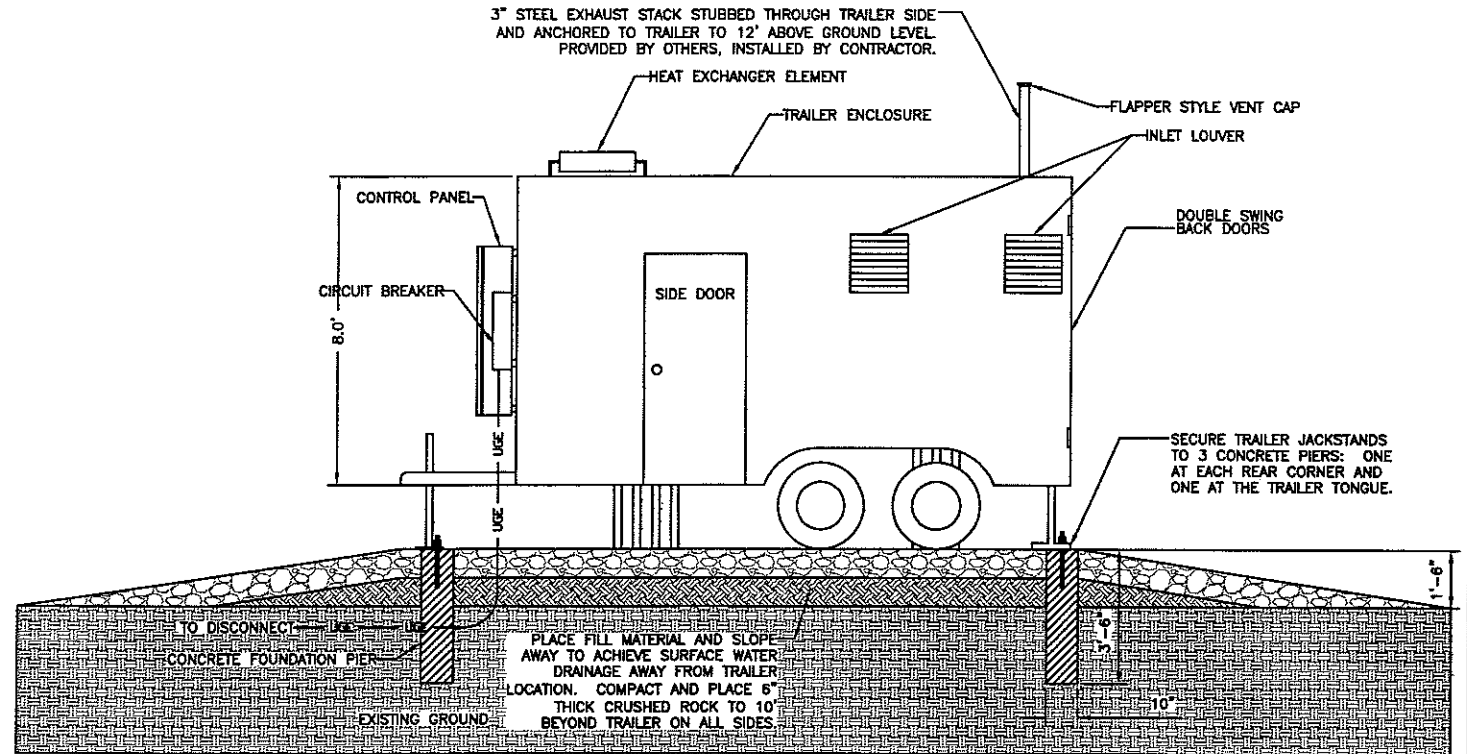
CONDUIT AND WIRE SCHEDULE		
WIRE	WIRE AND CONDUIT SIZE	NOTES
①	3-#1, 1-#1 NEUTRAL, #6 GND., 1-1/2" C	1
②	#6, 3/4" C	
1. PROVIDE RSC UNDERGROUND		

ELECTRICAL SYMBOLS

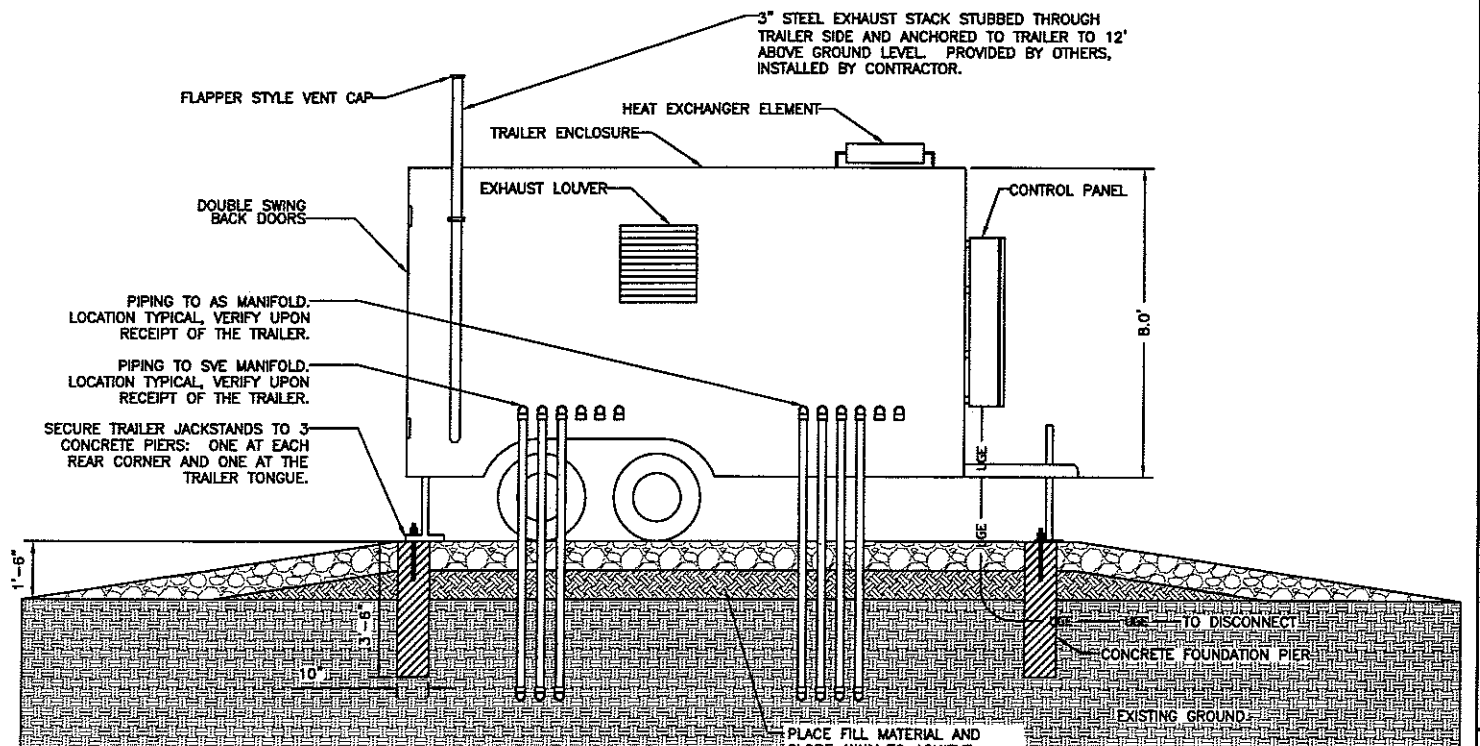
	UTILITY SERVICE METER
	DISCONNECT SWITCH - FUSED
	GROUND CONNECTION

ONE LINE NOTES:

- COORDINATE ALL SERVICE ENTRANCE REQUIREMENTS WITH UTILITY COMPANY, CITY OF GRAND ISLAND, RAY MICK, 308-385-5472. UTILITY COMPANY TO PROVIDE NEW SERVICE FROM OVERHEAD LINE.
- GROUND AND BOND DISCONNECT AND ASSOCIATED EQUIPMENT IN ACCORDANCE WITH THE N.E.C.



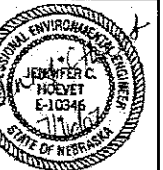
① PROFILE VIEW
NOT TO SCALE



② PROFILE VIEW
NOT TO SCALE

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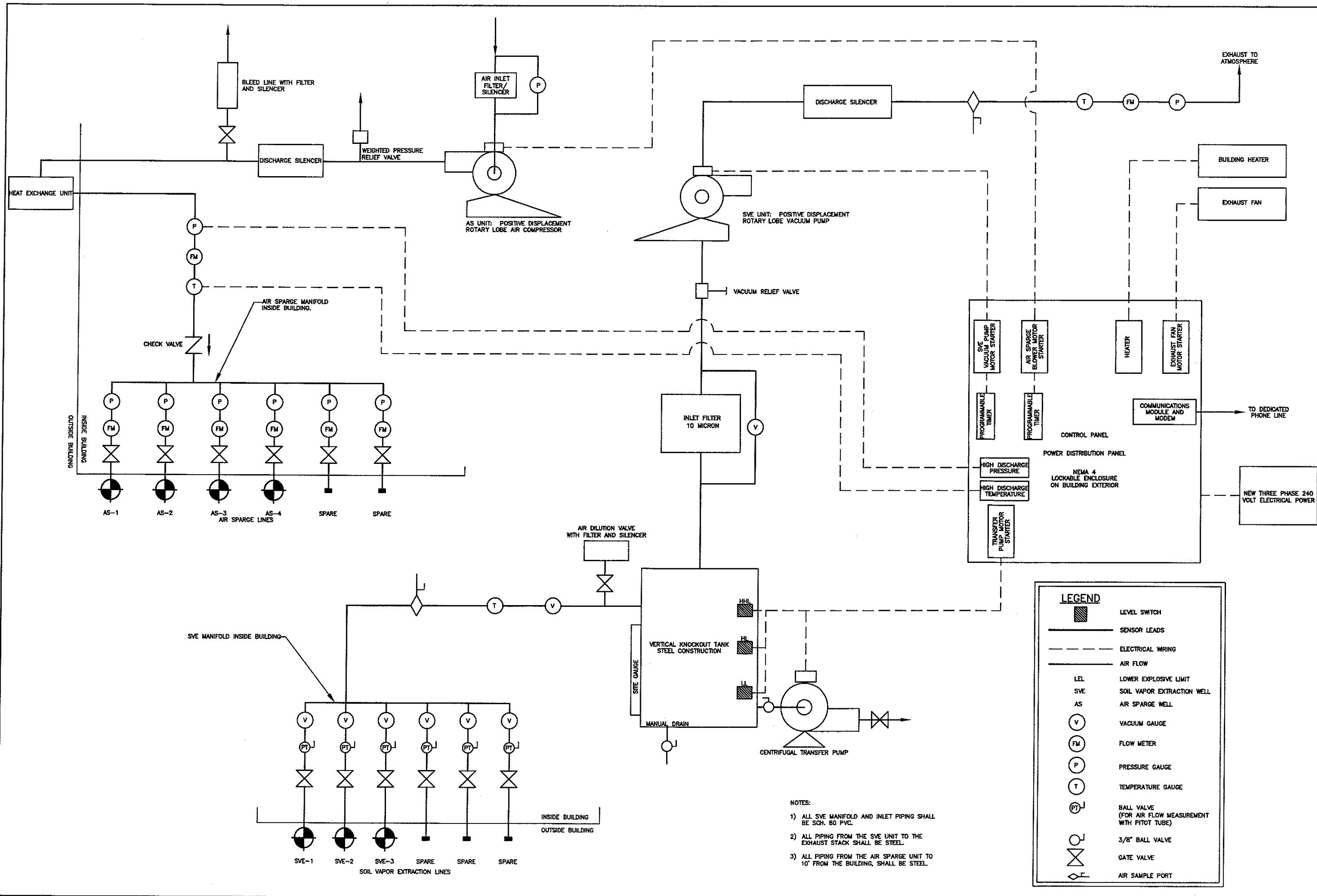
REV. NO.	DATE	DESCRIPTION
1		

REV. NO.	DATE	DESCRIPTION
1		

REMEDATION BUILDING LAYOUT	2007
SOIL VAPOR EXTRACTION AND AIR SPARGE REMEDIATION SYSTEM	
GRAND ISLAND, NEBRASKA	

drawn by: RO
checked by: JCH
approved by: JCH
QA/QC by: JCH
project no.: 006-0407
drawing no.:
date: 07/02/07

DWG: F:\P\betaeta\20060407\Plan\dwg\Sheet 5.dwg USER: rclv
DATE: Jul 19, 2007 7:59am



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REV. NO.	DATE	DESCRIPTION
1	07/02/07	2007

PROCESS SCHEMATIC

SOIL VAPOR EXTRACTION AND AIR SPARGE REMEDIATION SYSTEM

GRAND ISLAND, NEBRASKA

drawn by: RB

checked by: JCH

approved by: JCH

QA/QC by: JCH

project no.: 008-0492

drawing no.: 07/02/07

SHEET 5 of 5



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item E4

**Public Hearing on General Property, Parking District #2 (Ramp)
and Community Redevelopment Authority Tax Request**

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 11, 2007

Subject: Public Hearing and Resolution Approving General Property, Parking District No. 2 (Ramp), and Community Redevelopment Authority Tax Request

Item #'s: E-4 & I-1

Presenter(s): Dave Springer, Finance Director

Background

Nebraska State Statute 77-1601-02 requires that the City of Grand Island conduct a public hearing if the property tax request changes from one year to the next. Our general property tax request increased from \$5,212,064 for FY2006-2007 to \$5,280,591 for FY2007-2008, or an increase of \$67,527. This represents a 1.3% increase in actual tax dollars, a 0.0% change in the City's levy.

The property tax request for Parking District No.2, also known as the Parking Ramp (Fund 271), decreased from \$11,000 in FY2006-2007 to \$9,000 for FY2007-2008, or a decrease of \$2,000. Parking District No. 2's levy decreased by 18.2%, while the districts valuation increased by 20.7%. This is the sixth consecutive year that the tax asking has been reduced for the Parking Ramp.

The property tax request for the Community Redevelopment Authority increased from \$492,540 requested in FY2006-2007 to \$500,000 for FY2007-2008. This represents a 1.5% increase in tax dollars and a 0.2% increase in the CRA's levy.

Discussion

The City Council needs to pass a resolution by majority vote setting the property tax request for the general property tax at \$5,280,591, the Parking District No.2 property tax at \$9,000, and the Community Redevelopment Authority property tax at \$500,000. The property tax request was published in the Grand Island Independent on September 7, 2007. It is appropriate at this time to solicit public comment. The action is contained under Resolutions. This represents the final action to be taken on the FY2007-2008 Budget.

Alternatives

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

1. Approve the General Property, Parking District No. 2, and CRA tax requests.
2. Modify the Budget and tax requests.

Recommendation

City Administration recommends that the Council approve the tax requests and levies as presented.

Sample Motion

Approve the FY2007-2008 General Property, Parking District No.2, and Community Redevelopment Authority tax requests and levies, as presented in the related Resolution.



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item F1

#9136 - Consideration of Assessments for Business Improvement District #3

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

Staff Contact: David Springer

ORDINANCE NO. 9136

An ordinance to assess and levy a special tax to pay the 2007-2008 revenue year cost of Business Improvement District No. 3 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2007-2008 revenue year cost of Business Improvement District No. 3 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2007-2008 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Jerry L. & Janet C. Loney	West 273 feet of Lot 1 (except City), Burch Subdivision	603.83
Larry W. Coffey	West 125 feet of Lots 2, 3 and 4 (except City), Burch Subdivision	775.89
Michael S. & Sandra S. Williams	Lot 5 (except City), Burch Subdivision	515.99
Michael S. & Sandra S. Williams	Lot 1 (except City), Burch Second Subdivision	605.56
The Eating Establishment	Lot 1 (except City), Runza Subdivision	667.45
Bradley L. Shanahan Teresa K. Brooks	East 100 feet of Lot 12, and east 100 feet of Lot 13, (except City) Holcomb's Highway Homes Subdivision	862.00
Charles L. Hancock & Robert D. Hancock	Lot 14 (except City), Holcomb's Highway Homes Subdivision	472.20
Ryan & Darcy Hansen	Lot 15 (except City), Holcomb's Highway Homes Subdivision	467.38

ORDINANCE NO. 9136 (Cont.)

Dianna D. Duering	Lot 1, Bartz Subdivision	469.79
Gary & Linda Shovlain	Lot 3, Shovlain Second Subdivision	669.64
Rickie D. & Susan J. Noden	South 52 feet of Lot 19 and north 1 foot of Lot 20, Holcomb's Highway Homes Subdivision	225.54
Video Kingdom of Grand Island, Inc.	South 108 feet of Lot 20 (except City), Holcomb's Highway Homes Subdivision	469.88
Kershner Properties, LLC	North 60 feet of Lot 22 (except City), Holcomb's Highway Homes Subdivision	225.32
Charles A. Douthit	Lot 21 (except City), Holcomb's Highway Homes Subdivision	469.88
Da-ly Properties, LLC	South 98 feet of Lot 23 and north 12 feet of Lot 24, (except City) Holcomb's Highway Homes Subdivision	474.10
Kershner Properties, LLC	South 49 feet of Lot 22 and north 11 feet of Lot 23 (except City), Holcomb's Highway Homes Subdivision	258.60
Llamas Enterprises Alina Hernandez	South 97 feet of Lot 24, Lot 25, and north 38 feet of Lot 26, (except City) Holcomb's Highway Homes Subdivision	1,051.38
Marion D. Larsen Rev. Trust	North 79 feet of Lot 27 and south 71 feet of Lot 26, (except City) Holcomb's Highway Homes Subdivision	646.76
McCloud Super 8 Motel Inc.	Part of Lot 25 (except City), Matthews Subdivision	1,066.64
William E. & Sandra L. Lawrey	Lot 1 (except City), Garrison Subdivision	974.62
Cedar Street Investment Co.	Lot 2, Mil-Nic Second Subdivision	1,179.22
Paulsen and Sons Inc.	Lots 1 & 28 (except City), Lots 2, 3, 26, and 27, Roush's Pleasantville Terrace Subdivision	862.26
Gary E. Shovlain	Lot 2, Shovlain Second Subdivision	517.29
Rex E. & Jonadyne A. Carpenter	Lot 1 [200' x 400'] (except City), Woodland First Subdivision	859.50
Rex E. & Jonadyne A. Carpenter	Lot 2 [200' x 400'] (except City), Woodland First Subdivision	862.17
Equitable Federal Savings Bank of Grand Island	Lot 3 (except City), Woodland First Subdivision	862.26
Danny K. Oberg	Lot 4 (except City), Woodland First Subdivision	857.86
Darryl Wilhelmi	Lot 5 (except City), Woodland First Subdivision	862.26
Richard S. Rasmussen, Jr., et al	North 50 feet of east 260 feet of Lot 6 (except City), Woodland First Subdivision	214.85
Pam Ehlers	South 126 feet of east 260 feet of Lot 6 (except City), Woodland First Subdivision	545.78
Alpha Corporation	East 260 feet of Lot 8 (except City), Woodland First Subdivision	902.73
Stratford Plaza, L.L.C.	Lot 11 (except City), Woodland Second Subdivision	2,340.85
Bosselman Inc.	Lot 8, Woodland Second Subdivision	643.66

ORDINANCE NO. 9136 (Cont.)

Bennett Properties Inc.	Lot 9, Woodland Second Subdivision	646.63
Laub-Otto, LLC	Lot 10, Woodland Second Subdivision	684.82
Jack E. Rasmussen, Joanne L. Rasmussen, Richard S. Rasmussen, June E. & William Blackburn	Lot 1 except north 25 feet of east 260 feet (except City), Woodland Third Subdivision	322.91
Dale & Kathleen Arp	North 25 feet of east 260 feet of Lot 1 and all of Lot 2, (except City) Woodland Third Subdivision	538.45
McDermott & Miller, PC	Lot 1 (except City), Woodridge South Subdivision	1,088.36
Marion D. Larsen Rev. Trust	Lot 2 (except City), Woodridge South Subdivision	468.41
Ming Zhou, Nghi Trien	Section 27-11-9; Part of Lot 1 MLD (except City)	427.60
Milton Motels LLC	Part of N1/2, SW1/4, SW1/4 of Section 27-11-9	2,172.28
Platte Valley State Bank & Trust Company	Lot 1, Equestrian Meadows Subdivision	768.13
Chlonate LLC	Part of Lot 1 (except City), Desert Rose Subdivision	1,843.09
Theodore J. Robb	Part of NW1/4, SW1/4 (except City) of Section 27-11-9	1,448.20
MIK, LLC	Part of NW1/4 of SW1/4 of Section 27-11-9 and part of Lot 4 Island (except City)	1,331.70
Community Redevelopment Authority	Part of Lot 1 MLD in Section 27-11-9	629.95
John L. & Beth A. French	Lot 1 (except City), Knox Subdivision	602.67
All Faiths Funeral Home LLC	Part of NW1/4, NW1/4, SW1/4 of Section 27-11-9	1,034.40
Pharmacy Properties, LLC	Lot 2, Equestrian Meadows Subdivision	624.91
Ronald J. & Lori D. Willis	Part of NE1/4 of NE1/4 (except City) of Section 28-11-9	431.00
Theodore J. & Mason D. Robb	Lot 2 (except City), Knox Third Subdivision	569.09
Ted Robb	Lot 3 (except City), Knox Third Subdivision	332.13
O'Reilly Automotive, Inc.	Lot 2 (except City), Runza Subdivision	670.81
Theodore J. & Mason D. Robb	Lot 1 (except City), Knox Third Subdivision	664.39
MA Faulkner Trust	Lot 3, Equestrian Meadows Subdivision	793.82
Wayne Vanosdall Sanitation	Part of N1/2, SW1/4, SW1/4 of Section 27-11-9	653.40
TOTAL		\$42,260.29

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

ORDINANCE NO. 9136 (Cont.)

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Business Improvement District No. 3".

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

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

Enacted: September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item F2

#9137 - Consideration of Assessments for Business Improvement District #4

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

Staff Contact: David Springer

ORDINANCE NO. 9137

An ordinance to assess and levy a special tax to pay the 2007-2008 revenue year cost of Business Improvement District No. 4 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2007-2008 revenue year cost of Business Improvement District No. 4 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2007-2008 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Michael J. & Mandy Westerby	Part of Lot 1, Janisch Subdivision	537.42
Niels McDermott	Lot 1 (except E 10 feet), Brownell Subdivision	223.91
Wiltgen Corp. II	Lot 5, Kirkpatrick Subdivision	316.06
Wiltgen Corp. II	Lot 6, Kirkpatrick Subdivision	311.32
E.P.S. Investments	Part of Lot 1 (except City), Labelindo Second Subdivision	1,252.52
James Scott Zana	Part of Lot 1, R & R Subdivision	630.43
Fontenelle Oil Co. #210	E1/2, S1/2 of Block 9 (except City), Pleasant Home Subdivision	628.90
Locust Street LLC	Block 16 (except City), Pleasant Home Subdivision	1,252.38
M & W Investment Co.	Part of Lots 1 and 2, Roepke Subdivision	691.44

ORDINANCE NO. 9137 (Cont.)

M & W Investment Co.	Part of Lot 1, Roepke Second Subdivision	203.84
Edwards Building Corp.	Lot 1 (except City), Fonner Subdivision	671.73
Grand Island Associates, LLC	Lot 1, Fonner Fourth Subdivision	2,194.98
5500 L Street Properties Co.	Lot 5 (except City), Fonner Second Subdivision	895.37
5500 L Street Properties Co.	Lot 6 (except City), Fonner Second Subdivision	1,792.67
Three Circle Irrigation Inc.	Part of Lot 1 and Part of Lot 3, Fonner Third Subdivision	1,522.44
Edwards Building Corp.	Replatted part of Lot 3, Fonner Third Subdivision	627.20
Kenneth W. & Rosemary Staab	Part of the SE1/4, SE1/4, Miscellaneous Tracts, 21-11-9 (except City)	232.87
GIPH Restaurants LLC	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	605.20
Michael J. & Carey M. Reilly	Lot 1, JNW Subdivision	689.92
Edwards Building Corp.	Lot 1, JNW Second Subdivision	742.92
Sax Pizza of America, Inc.	Lot 2 (except City), Sax's Subdivision	484.29
Cindy Braddy	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	605.96
Arec 7, LLC	Part of SE1/4, SE1/4 of Section 21-11-9 (except City)	895.91
Sax Pizza of America, Inc.	Lot 3 (except City), Sax's Subdivision	558.61
O. Michael & Laurel Z. Toukan	Lot 3, Goodwill Fifth Subdivision	531.06
O. Michael & Laurel Z. Toukan	Lot 2, Goodwill Fifth Subdivision	294.34
Hall County Livestock Improvement Association	Part of SW1/4, SW1/4 and Part NW1/4, SW1/4 (except city) in Section 22-11-9	1,484.85
Byco Inc.	Part of Lot 2, R & R Subdivision	624.29
Preferred Enterprises LLC	Part of Lot 2 (except City), Fonner Fourth Subdivision	672.04
TOTAL		\$22,174.87

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

ORDINANCE NO. 9137 (Cont.)

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Business Improvement District No. 4".

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

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

Enacted: September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item F3

#9138 - Consideration of Assessments for Business Improvement District #5

This item relates to the aforementioned Board of Equalization Item D-3.

Staff Contact: David Springer

ORDINANCE NO. 9138

An ordinance to assess and levy a special tax to pay the 2007-2008 revenue year cost of Business Improvement District No. 5 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2007-2008 revenue year cost of Business Improvement District No. 5 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2007-2008 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Name	Description	Assessment
Kinder Morgan Interstate Gas Transmission	Centrally Assessed	23.22
Northwestern Energy	Centrally Assessed	506.62
Alltel Nebraska, Inc.	Centrally Assessed	4.51
Qwest Corporation	Centrally Assessed	3,872.61
AT&T Communications	Centrally Assessed	61.11
MCI Worldcom Network Services Inc.	Centrally Assessed	8.95
NPCR, Inc. d/b/a Nextel Partners	Centrally Assessed	38.44
IPCS Wireless, LLC	Centrally Assessed	Exempt
George Jay Jorgensen Beckby	N 100.5' E2/3 Lot 1, Block 54, Original Town	304.19

ORDINANCE NO. 9138 (Cont.)

George Jay Jorgensen Beckby	S 31.9' E2/3 Lot 1, Block 54, Original Town	73.06
Wing Properties Inc.	W1/3 Lot 1, Block 54, Original Town	24.21
R. Dennis & Patricia A. Norris, Trustees	Lot 2, Block 54, Original Town	589.21
John W. & Teresa A. Wayne	N1/2 of W2/3 Lot 6, N1/2 Lot 5, Block 54, Original Town	484.92
Gus Katrouzos	S 60' W1/3 Lot 5, Block 54, Original Town	88.98
Gus Katrouzos	S 60' W 16' E2/3 Lot 5, Block 54, Original Town	72.59
Nickie J. Kallos	E 28' S1/2 Lot 5; N 6' W 38' S1/2 Lot 5, Block 54, Original Town	164.51
Nickie J. Kallos	W 22' S1/2 Lot 6; Block 54, Original Town	131.68
R. Dennis & Patricia A. Norris, Trustees	E 22' W 44' S1/2 Lot 6; E 22' Lot 6, Block 54, Original Town	403.59
R. Dennis & Patricia A. Norris, Trustees	W1/3 Lot 7, Block 54, Original Town	324.17
R. Dennis & Patricia A. Norris, Trustees	C1/3 Lot 7, Block 54, Original Town	315.58
Wing Properties Inc.	E1/3 Lot 7, Lot 8 (except City), Block 54, Original Town	1,109.81
Nathan Detroit, Inc.	N1/2 Lot 1, Block 55, Original Town	503.49
Nathan Detroit, Inc.	N 44' S1/2 Lot 1, Block 55, Original Town	336.24
Virginia Irvine	S 22' Lot 1, Block 55, Original Town	103.56
Russell L. Hoetfelker	S1/2 W1/2 Lot 3; S1/2 Lot 4, Block 55, Original Town	388.40
Downtown Center LLC	N 67.5' Lot 5, Block 55, Original Town	52.62
Matthew E. & Janelle A. Armstrong	N 20' S 64.5' Lot 5, Block 55, Original Town	121.88
Erivas Enterprises LLC	S 44.5' Lot 5, Block 55, Original Town	229.17
Famos Construction, Inc.	W2/3 Lot 6, Block 55, Original Town	197.35
Arthur & Jeanene Campos	E1/3 Lot 6, Block 55, Original Town	149.69
Prairie Winds Art Center, Inc.	W1/3 Lot 7, Block 55, Original Town	233.98
Terrence R. Merchen	E2/3 Lot 7, Block 55, Original Town	166.28
Thomas W. & Angela J. Ziller	W1/3 Lot 8, Block 55, Original Town	104.85
Thomas W. & Angela J. Ziller	C1/3 Lot 8, Block 55, Original Town	103.71
Thomas W. Ziller	E1/3 Lot 8, Block 55, Original Town	464.41

ORDINANCE NO. 9138 (Cont.)

Downtown Center LLC	N 68' Lot 1; Lot 2; E1/2 Lot 3, Block 56, Original Town	176.81
Downtown Center LLC	N 22' of S 42', W 6' S 20', Lot 1, Block 56, Original Town	15.86
Downtown Center LLC	N 22' of S 64' Lot 1, Block 56, Original Town	14.65
Downtown Center LLC	S 20' of E 60' Lot 1, Block 56, Original Town	12.10
Carl & Susan A. Mayhew	W1/3 Lot 5, Block 56, Original Town	268.48
R & B Capital Enterprises LLC	E2/3 Lot 5, Block 56, Original Town	466.32
Helen E. & James A. Pohl	W2/3 Lot 6, Block 56, Original Town	391.15
Bette M. Tiner	E1/3 Lot 6, Block 56, Original Town	171.10
Duane A. & Dee Ann Johnson	Lot 7, Block 56, Original Town	384.15
Downtown Center LLC	Lot 8, Block 56, Original Town	1,811.50
J & B Rentals LLC	Lot 1, Ziller Subdivision	516.63
The Grand Island Foundation, Inc.	E2/3 Lot 6, Block 57, Original Town	Exempt
JEO Building Company	Lot 7, Block 57, Original Town	810.13
Overland Building Corp.	Lot 8, Block 57, Original Town	1,192.02
FirsTier Bank National Assoc.	Lots 1 & 2, Block 58, Original Town	341.57
FirsTier Bank National Assoc.	N1/2 Lot 3; N1/2 Lot 4, Block 58, Original Town	119.87
FirsTier Bank National Assoc.	Lot 5; W 22' Lot 6, Block 58, Original Town	1,638.59
FirsTier Bank National Assoc.	S1/2 Lot 3; S1/2 Lot 4, Block 58, Original Town	127.26
Darrell & Joyce Albers	Lot 1, Jensen Subdivision	159.08
M SQ Designs, Inc.	W1/3 Lot 7, Block 58, Original Town	246.00
James K. Keeshan	C1/3 Lot 7, Block 58, Original Town	148.74
Jesus G. & Victoria Galvan	Lot 1, Prensa Latina Subdivision	105.81
Eliseo & Jessica Calderon	Lot 2, Prensa Latina Subdivision	106.81
Mark A. Stelk	Lot 4, Prensa Latina Subdivision	331.14
Margoth Carpio & Brenda Eugenia Panameno	Lot 3, Prensa Latina Subdivision	182.30
Mead Bldg. Centers of G.I.	N 102.5' Lot 1; Lot 2, Block 59, Original Town	386.98
H & H Land Co.	S 29.5' Lot 1, Block 59, Original Town	19.64
Mead Bldg. Centers of G.I.	S 99' Lot 4; Lot 3, Block 59, Original Town	173.20
Mead Bldg. Centers of G.I.	N 33' Lot 4, Block 59, Original Town	177.36
Daniel H. & Ronald L. Eakes,	Lot 5, Block 59, Original Town	264.98

ORDINANCE NO. 9138 (Cont.)

Trustees		
Chanh Ty Ngo & My T Nguyen	E 23' W 46' Lot 6, Block 59, Original Town	189.22
Larry C. & Mary Ann Gerdes	W 23' Lot 6, Block 59, Original Town	188.24
Doax Investment Co.	E 20' Lot 6; W1/2 Lot 7, Block 59, Original Town	18.67
H & H Land Company	W 22' E1/2 Lot 7, Block 59, Original Town	185.94
H & H Land Company	E 11' Lot 7; Lot 8, Block 59, Original Town	535.38
CKP LLC	Lots 1 & 2, Block 60, Original Town	517.32
CKP LLC	Lot 3, Block 60, Original Town	122.54
Business Properties of Nebraska LLC	Lot 4, Block 60, Original Town	226.77
618 W 3 rd Street LLC	Lots 5 & 6, Block 60, Original Town	757.55
Doax Investment Co.	Lots 7 & 8, Block 60, Original Town	582.93
Daniel H. Eakes and Ronald L. Eakes, Trustees	Lots 1 & 2, Block 61, Original Town	814.25
Daniel H. Eakes and Ronald L. Eakes, Trustees	Lots 3 & 4, Block 61, Original Town	745.31
Tri-City Properties LLC	Lot 5, Block 61, Original Town	725.01
Jack L. Hansen	Lots 6, 7 and 8, Block 61, Original Town	833.06
Richard H. & Arlene M. Baasch	S 44' Lot 1, Block 62, Original Town	200.54
Cedar Street Properties LLC	N 88' Lot 1, Block 62, Original Town	529.05
Cedar Street Properties LLC	Lot 2, Block 62, Original Town	300.23
Alan D. Zwink	N 66' W 9' Lot 3; N 66' Lot 4, Block 62, Original Town	160.01
Vogel Enterprises, Ltd.	E 16' Lot 5; W1/2 Lot 6, Block 62, Original Town	65.07
Vogel Enterprises, Ltd.	E1/2 Lot 6; W1/2 Lot 7, Block 62, Original Town	389.50
Old Sears Development, Inc.	Lots 1 & 2, Block 63, Original Town	1,177.04
Old Sears Development, Inc.	E2/3 Lot 3, Block 63, Original Town	377.45
Marlyn J. Miller	W1/3 Lot 3; E1/3 Lot 4, Block 63, Original Town	273.41
Monte C. & Sheri S. Hack	S 88' Lot 8, Block 63, Original Town	413.13
Maude E. Walters	E1/3 Lot 1, Block 64, Original Town	292.97
Craig C. Hand	C1/3 Lot 1, Block 64, Original Town	156.49
Cosrec Enterprises	W1/3 Lot 1, Block 64, Original Town	200.80
Glade Inc.	E 44' Lot 2, Block 64, Original Town	280.81
Ivan P. & Sharon L. Walsh	W1/3 Lot 2, Block 64, Original Town	213.60

ORDINANCE NO. 9138 (Cont.)

Double S Properties LLC	E1/3 Lot 3, Block 64, Original Town	195.17
Donald D. & Marilyn J. Mehring	W2/3 Lot 3, Block 64, Original Town	173.93
Galen E. & Tamera M. Gerdes	Lot 4, Block 64, Original Town	922.51
Vicki L. Kissler	N 22' Lot 8, Block 64, Original Town	187.34
Terry N. & Susan M. Taylor	S1/2 N1/3 Lot 8, Block 64, Original Town	163.67
Laverne & Donna R. Shehein	N 44' S 88' Lot 8, Block 64, Original Town	190.80
Wayne E. & Ardith C. May	Lot 1, Block 65, Original Town	225.02
Gary L. & Barbara J. Pedersen, William D. & Mary C. Grange	E1/3 Lot 2, Block 65, Original Town	172.39
Constance K. Swanson	C1/3 Lot 2, Block 65, Original Town	162.50
Archway Partnership	W1/3 Lot 2, Block 65, Original Town	255.22
Bartenbach Real Estate, LLC	E1/3 Lot 3, Block 65, Original Town	168.38
Janelle L. Brown	W1/3 Lot 3, Block 65, Original Town	147.59
Allen & Linda Hoffer	E1/3 Lot 4, Block 65, Original Town	297.69
Harriet K. Lambrecht	W2/3 Lot 4, Block 65, Original Town	185.85
J & B Rentals LLC	S 44' N1/2 Lot 5, Block 65, Original Town	241.44
Terry N. & Susan M. Taylor	N 22' Lot 5, Block 65, Original Town	141.22
JO Enterprises Inc.	S1/2 Lot 5, Block 65, Original Town	300.44
Steven L. & Barbara J. Fuller	W1/3 Lot 6, Block 65, Original Town	92.05
Scott B. & Sheri Arnold	E2/3 Lot 6, Block 65, Original Town	176.25
Transportation Equipment Co., Inc.	W1/2 Lot 7, Block 65, Original Town	228.50
C & S Group LLC	N 55' of E1/2 Lot 7; N 55' Lot 8, Block 65, Original Town	52.29
C & S Group LLC	W 18.9' of E1/2 Lot 7; N 29.9' of E 14.1' Lot 7; W 29' C 22' E1/2 Lot 7, N 29.9' of S 55' Lot 8 x CN6' S31.1' E40' Lot 8, Block 65, Original Town	180.57
David J. Parmley	C 22' of E 4' Lot 7; C 22' of Lot 8, Block 65, Original Town	290.40
C & S Group LLC	S 25.1' of Lot 8; N 6' of S 31.1' of E 40' Lot 8; and S 25.1' of E14.1' of Lot 7, Block 65, Original Town	233.10
James J. Berglund	Lots 1 & 2, Block 66, Original Town	1,265.34
Bonnie G. Koepke	S1/3 W1/3 of Lot 3 (Except 17.5'), C1/3 of Lot 3, Block 66, Original Town	264.38
John Vipperman, Arthur Wetzal	E1/3 Lot 3, Block 66, Original Town	240.63

ORDINANCE NO. 9138 (Cont.)

James G. Duda	N88' E1/3 Lot 4, Block 66, Original Town	247.41
J. Gary & Patricia M. Vejvoda	N 88' C1/3 Lot 4, Block 66, Original Town	307.10
Ben's Drug Store, Inc.	N80' W1/3 Lot 4, Block 66, Original Town	123.72
The Retzler Development Group, LLC	Pt W 17.5' S 44' Lot 3; N 8' S 52' W 22', & S 44', Lot 4, Block 66, Original Town	229.19
Bartenbach Real Estate, LLC	Lot 5, W1/3 Lot 6, Block 66, Original Town	546.10
Bartenbach Real Estate, LLC	E2/3 Lot 6; W1/3 Lot 7, Block 66, Original Town	284.11
James E. & Mary Ann Keeshan	E2/3 Lot 7, Block 66, Original Town	289.04
Procon Management Inc.	Lot 8, Block 66, Original Town	3,271.84
Plaza Square Development LLC	S1/2 Block 67, Original Town	1,437.58
Steven P. & Vicki Rasmussen	W2/3 Lot 2, Block 68, Original Town	351.51
Grand Island Venue, LLC	Part of Lots 3 and 4, Block 68, Original Town	1,545.47
Plaza Square Development	Lot 5; W 22' Lot 6, Block 68, Original Town	133.15
Equitable Building & Loan Assn	Lot 1, Block 79, Original Town	370.10
Equitable Building & Loan Assn	Lot 2, Block 79, Original Town	110.49
Equitable Building & Loan Assn	S 44' Lot 3, S 44' Lot 4, Block 79, Original Town	741.56
Equitable Building & Loan Assn	N 26' 10.5" Lot 8, Block 79, Original Town	28.36
Equitable Building & Loan Assn	S 17' 1.5" N 44' Lot 8, Block 79, Original Town	16.26
Equitable Building & Loan Assn	S 88' Lot 8, Block 79, Original Town	96.46
Thomas, Timothy, & Josephine O'Neill	E 22' of Lot 4, W 22' of Lot 3, Block 80, Original Town	193.21
Thomas W. O'Neill, Joseph P. & Timothy R. O'Neill	W 44' of Lot 4, Block 80, Original Town	139.64
David C. Huston	C1/3 Lot 8, Block 80, Original Town	277.03
Derek L. & Ruth E. Mitchell	S 44' Lot 8, Block 80, Original Town	260.39
Ronald E. & Sharon R. Trampe	W1/3 Lot 2, Block 81, Original Town	165.97
Kansas Nebraska Associate of Seventh Day Adventists	E1/3 Lot 3, Block 81, Original Town	174.57
James S. & Precious A. Reed	C1/3 Lot 3, Block 81, Original Town	260.90
Ronald C. & Vada M. Krauss	W1/3 Lot 3, Lot 4, Block 81, Original Town	495.57
Walnut Street Partnership	Lot 5, Block 81, Original Town	465.66
Walnut Street Partnership	Lot 6, Block 81, Original Town	189.19
Wheeler Street Partnership	Lot 7; S2/3 Lot 8, Block 81, Original Town	914.73
Kent A. Schroeder and Donald L.	N1/3 Lot 8, Block 81, Original Town	264.41

ORDINANCE NO. 9138 (Cont.)

Rathman, Trustees		
Morris Publishing Group LLC	Lot 1, Block 82, Original Town	84.82
Morris Publishing Group LLC	Lot 2, Block 82, Original Town	283.25
Morris Publishing Group LLC	Lot 3, Block 82, Original Town	84.82
Morris Publishing Group LLC	Lot 4, Block 82, Original Town	290.07
Morris Publishing Group LLC	Lots 5, 6, 7 and 8, Block 82, Original Town	2,901.17
Grand Island Hospitality LLC	Lots 1 and 2, Block 83, Original Town	414.27
JOMIDA, Inc.	Lots 3 and 4, Block 83, Original Town	983.54
Michael & Sonya Wooden	E 41' N 28' Lot 8, Block 83, Original Town	142.08
Michael & Sonya Wooden	Pt N1/3 and S2/3 Lot 8, Block 83, Original Town	206.42
Contryman & Associates	Lots 3 and 4, Block 85, Original Town	505.07
G.I. Liederkrantz	Lots 1, 2, 3 and 4, Block 87, Original Town	311.72
Enviro-Clean Contractors Inc.	N 60' of Fr Lots 1, 2, 3, Block 89, Original Town	371.22
Kathleen A. Campbell	W 67' S 50' Lot 4, Hann Addition	134.82
Hoos Insurance Agency Inc.	Lot 4, Pt of Vac St, Block 97, Railroad Addition (Comp County Sub 15-11-9)	291.19
Filemon Sanchez	N1/2 Lot 1, Block 98, Railroad Addition	23.68
Arvid C. Carlson	Lot 2, Block 98, Railroad Addition	122.33
Floriberto Sanchez Benitez	W 52' Lot 7, Block 98, Railroad Addition	223.12
Filemon Sanchez	E 14' Lot 7, Lot 8, Block 98, Railroad Addition	351.60
Contryman & Associates	Lots 1 and 2, Block 106, Railroad Addition	394.05
The Muffler Shop, Inc.	Lots 1 and 2, Block 107, Railroad Addition	387.35
The Muffler Shop, Inc.	Lots 3 & 4, Block 107, Railroad Addition	192.61
Joseph M. & Lori Jean Brown	S2/3 Lot 5, Block 107, Railroad Addition	358.39
David E. Janda, DDS	S 72' Lot 8, E 29.54' of S 71.5' Lot 7, Block 107, Railroad Addition	332.96
Barbara J. Clinch	N 60' of E 22' of Lot 7, N 60' Lot 8, Block 107, Railroad Addition	280.20
Richard & Marilyn Fox	Lots 1 and 2, Block 108, Railroad Addition	501.31
Douglas Bookkeeping Service Inc.	W 29' Lot 3, Lot 4, Block 108, Railroad Addition	609.91
Donald J. & Janet L. Placke	S 88' Lot 5, Block 108, Railroad Addition	140.59
Sam Huston Rev Living Trust	Lot 6, Block 108, Railroad Addition	195.22
Bosselman, Inc.	Lots 7 and 8, Block 108, Railroad Addition	608.98

ORDINANCE NO. 9138 (Cont.)

David A. & Carolyn J. Gilroy	S 61' Lot 1; S 61' Lot 2, Block 109, Railroad Addition	214.32
Gregory T. & Gay L. Austin	N 71' Lot 1; N 71' Lot 2, Block 109, Railroad Addition	135.02
J&B Rentals, LLC	E 59.5' Lot 3, Block 109, Railroad Addition	147.97
J&B Rentals, LLC	W 6' 6.5" Lot 3, E 52'11" Lot 4, Block 109, Railroad Addition	73.74
Roger L & Sharon K. McShannon	Lots 5 and 6, Block 109, Railroad Addition	227.57
LPB, LLC	Lots 7 & 8, Block 109, Railroad Addition	469.13
Bonna Barton Wanek	Lot 8, Block 114, Railroad Addition	771.74
Margo Schager	Lot A, Gilbert's North Subdivision in part of Block 79, Original Town	165.86
Equitable Building & Loan Assn	Lot B, Gilberts North Subdivision in part of Block 79, Original Town	173.21
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 102	155.38
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 103	226.71
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 104	557.15
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201A	492.38
Devco Investment Corporation	Yancey Condominium 301	106.82
Arvon & Luella Marcotte	Yancey Condominium 302	77.57
Thomas & Nita Farr	Yancey Condominium 303	110.33
William L. Zins	Yancey Condominium 304	101.66
Dudley & Diana Baxter	Yancey Condominium 401	78.84
Artvest III	Yancey Condominium 402	89.94
Artvest III	Yancey Condominium 403	86.36
Michael D. Jones	Yancey Condominium 404	142.81
Artvest III	Yancey Condominium 405	86.78
Larry D. Ruth	Yancey Condominium 406	122.41
Wyndell & Barbara Fordham	Yancey Condominium 407	134.40
Archway Partnership	Yancey Condominium 501	113.89
Artvest III	Yancey Condominium 502	92.44

ORDINANCE NO. 9138 (Cont.)

Dudley & Diana Baxter	Yancey Condominium 503	86.42
Artvest III	Yancey Condominium 505	86.84
Robert A. Cieloha	Yancey Condominium 506	122.50
Kelvin Paul & Bonnie Diane Davis	Yancey Condominium 507	138.51
Artvest III	Yancey Condominium 601	79.61
Artvest III	Yancey Condominium 602	92.60
Colleen A. O'Neill Donald Matthews	Yancey Condominium 603	124.07
Daniel F. Clyne	Yancey Condominium 604	99.96
Artvest III	Yancey Condominium 605	86.94
Ryan G. Hansen	Yancey Condominium 606	85.99
Charmaine L. Arp	Yancey Condominium 607	129.92
Laura J. Johnson	Yancey Condominium 701	87.05
Artvest III	Yancey Condominium 702	92.72
Richard & Margaret Johnson	Yancey Condominium 703	86.67
Art & Jan Burtscher	Yancey Condominium 704	143.12
Michelle R. Rathjen	Yancey Condominium 705	95.62
Clifton J. Long, Sandra A. Thinner	Yancey Condominium 706	85.74
Nelse Zachry	Yancey Condominium 707	156.63
Artvest III	Yancey Condominium 801	79.77
Mapes & Co. Partnership	Yancey Condominium 802	92.81
Mapes & Co. Partnership	Yancey Condominium 803	101.48
Judy J. Arnett	Yancey Condominium 804	163.99
Wendy Alexander Christine Alexander-Johnson	Yancey Condominium 805	122.31
Jack Nelson	Yancey Condominium 806	93.30
James F. Nissan Rev Trust	Yancey Condominium 901	79.80
Elaine & Everett Evnen	Yancey Condominium 902	92.88
Elaine & Everett Evnen	Yancey Condominium 903	101.54
Ann C. Atkins	Yancey Condominium 904	149.69
Kerry A. Rodocker	Yancey Condominium 905	99.56
Donald Jurewicz	Yancey Condominium 906	152.37

ORDINANCE NO. 9138 (Cont.)

Linda Todd	Yancey Condominium 1001	87.24
David H. Wren	Yancey Condominium 1002	92.91
Jeremy S. & Jack L. Gillam	Yancey Condominium 1003	101.60
Ruth E. Megard, Trustee	Yancey Condominium 1005	108.59
Tera VanWinkle	Yancey Condominium 1006	155.68
John Patrick Tooley	Yancey Condominium 1101	87.36
Linda L. Clare Rev Trust	Yancey Condominium 1102	93.00
Lynn A. Buckley	Yancey Condominium 1103	111.14
Frank L. Hoelck Trust	Yancey Condominium 1104	155.99
Elizabeth W. Mayer	Yancey Condominium 1105	108.74
Elizabeth W. Mayer	Yancey Condominium 1106	186.31
Home Federal Savings & Loan Assn	Lot 3, Hann's 4 th Addition	1,913.59
Artvest III	Yancey Condominium 002	10.42
Artvest III	Yancey Condominium 001	26.70
Bonna Barton Wanek	S 88' Lot 7, Block 114, Railroad Addition	50.24
Roxann Ellison	W 18.9' of E 33' of S 25.1' Lot 7, Block 65, Original Town	56.89
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 101	37.57
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201B	59.50
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201C	149.79
Equitable Building & Loan Assoc of Grand Island	Yancey Condominium 201D	114.25
Home Federal Savings & Loan Assoc. of Grand Island	Pt Lots 1, 2, 3, 4 and 7; all of Lots 5 and 6; pt Vacated Alley, Block 89, Original Town	389.81
James & Mavis Reiter	Lot 2, Jensen Subdivision	97.40
Furniture Clearing House, Inc.	Lot 2, Ziller Subdivision	425.74
Salvation Army	Block 113 and part of vacated alley, Railroad Addition	180.82
City of Grand Island	S1/2 of Lot 1, Block 58, Original Town	31.66

ORDINANCE NO. 9138 (Cont.)

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Downtown Business Improvement District No. 5".

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

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

Enacted: September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item F4

#9139 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement and Parking District No. 1

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: September 11, 2007

Subject: Consideration of Amending City Code Chapter 13-3
Relative to Tax Rate for Downtown Improvement and
Parking District No. 1

Item #'s: F-4

Presenter(s): Dave Springer, Finance Director

Background

This request is the annual Council action to establish the occupation tax that supports the budget for Downtown Improvement and Parking District No. 1. Assessments in this district are based upon an occupation tax on the public space of the businesses operating within the District and are ordinarily paid by the business occupants of the space. This district has been in place since 1975, and is primarily focused on physical improvements and maintenance of public parking lots and green areas and other activities as allowed by NE Rev Statutes 19-4016-4038.

Discussion

The FY2007-2008 occupation tax factor is \$.1432 per square foot of public use space, with a minimum annual fee of \$90.80. Total non-exempt footage in the District is 275,515 which would provide for occupation taxes of \$39,997.

Alternatives

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

1. Approve the amendment to the city code.
2. Modify the amendment to meet the wishes of the Council.
3. Deny the amendment.

Recommendation

City Administration recommends that the Council approve the amendment to City Code.

Sample Motion

Approve the Amendment to City Code Chapter 13-3 relative to the tax rate for the Downtown Improvement and Parking District No. 1.

ORDINANCE NO. 9139

An ordinance to amend Chapter 13 of the Grand Island City Code; to amend Section 3 pertaining to the annual rate of the general license and occupation tax and classification of businesses; to repeal Section 3 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 13-3 of the Grand Island City Code is hereby amended to read as follows:

§13-3. Tax Rate

The annual rate of the general license and occupation tax and classification of businesses shall be as follows:

- (1) \$00.~~1432~~~~1370~~ per square foot floor space upon all space used for business and professional offices in the district; provided,
- (2) \$90.~~80~~~~93.80~~ minimum annual tax for any single business or professional office should the tax rate under
- (1) above be less than \$90.~~80~~~~93.80~~.

Amended by Ordinance No. 8839, effective 10-1-2003
Amended by Ordinance No. 8934, effective 10-1-2004
Amended by Ordinance No. 9004, effective 10-1-2005
Amended by Ordinance No. 9139, effective 10-1-2007

SECTION 2. Section 13-3 as now existing, and any ordinances or parts of ordinances in conflict herewith are repealed.

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

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

ORDINANCE NO. 9139 (Cont.)

Enacted: September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G1

Approving Minutes of August 28, 2007 City Council Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 28, 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 August 28, 2007. Notice of the meeting was given in *The Grand Island Independent* on August 22, 2007.

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

INVOCATION was given by Pastor Nancy Lambert, Trinity United Methodist Church, 511 North Elm Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: President Meyer acknowledged Community Youth Council members Ben Robbins, Lauren Shoemaker, and Sammy Sayavongsa.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Preparedness Month" September 2007. Mayor Hornady had proclaimed the month of September 2007 as 'Preparedness Month'. Jon Rosenlund, Emergency Management Director was present to receive the Proclamation.

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

#2007-BE-4 – Consideration of Determining Benefits for 2006 Weed Abatement Program. Wes Nespor, Assistant City Attorney reported that under Chapter 17 of the Grand Island City Code, the City had several properties which were not mowed of which the City contracted to have taken care of. The City Council in its' capacity as the Board of Equalization was required to determine the benefits for the 2006 Weed Abatement Program. This item was before Council on July 24, 2007, but due to publication requirements and a change in ownership this item was before the Council again.

Motion by Whitesides, second by Brown to approve Resolutions #2007-BE-4. Upon roll call vote, all voted aye. Motion adopted.

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

PUBLIC HEARINGS:

Public Hearing Concerning Blight/Substandard Study for Redevelopment Area NO. 7 Located 1/2 Mile East of Highway 281 and 1/2 Mile West of South Locust Street between Schimmer Drive and Wildwood Drive. Chad Nabity, Regional Planning Director reported that the Grand Island Area Economic Development Corporation (GIAEDC) commissioned a Blight/Substandard Study for Redevelopment Area No. 7 which included 498.5 acres located primarily one-half mile east of U.S. Highway 281 and one-half mile west of South Locust Street between Schimmer Drive and Wildwood Drive. The Regional Planning Commission met on August 1, 2007 approving the blight declaration. Marlan Ferguson representing the Economic Development Corporation spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located on the South Side of the Central Nebraska Regional Airport between Sky Park Road & Shady Bend Roads (Hall County Airport Authority). Gary Mader, Utilities Director reported that acquisition of a utility easement located on the south side of the Central Nebraska Regional Airport between Sky Park Road and Shady Bend Road was needed in order to have access to install, upgrade, maintain, and repair all utilities. This easement would be used to locate water, sewer and natural gas utilities from Sky Park Road, across the southern end of the airport to north of the golf course and finally to the new National Guard Helicopter facility at Airport Road and Shady Bend Road. These utilities would provide service to the new helicopter facility. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located South of Old Potash Highway and East of North Road (Little B's Corporation). Gary Mader, Utilities Director reported that acquisition of a utility easement located south of Old Potash Highway and east of North Road was needed in order to have access to install, upgrade, maintain, and repair all utilities. This easement would be used to provide utilities to the new Westgate Industrial Park 2nd Subdivision. No public testimony was heard.

ORDINANCES:

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

#9133 – Consideration of Electric Utility Rate Increase

#9134 – Consideration of Assessments for 2006 Weed Abatement Program

#9135 – Consideration of Approving FY 2007-2008 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on first reading and then upon final passage and call for a roll call vote on each reading and then upon final passage." Councilmember Gilbert second the motion. Upon roll call vote, all voted aye. Motion adopted.

Gary Mader, Utilities Director reported that Ordinance #9133 was an increase of \$0.001 per kWh due to increased costs for materials and fuel. Also mentioned was from 1980 to 2005 the Electric Utility did not increase electric rates. Last year the Council discussed rates being spread out over longer time frames.

Wes Nespor, Assistant City Attorney reported that Ordinance #9134 referred to the aforementioned Public Hearing.

David Springer, Finance Director reported that Ordinance #9135 was one of the final steps in approving the FY 2007-2008 City Budget. The final step approving the tax request would be brought back to council at the September 11, 2007 Council meeting.

Motion by Whitesides, second by Brown to approve Ordinances #9133, #9134 and #9135.

City Clerk: Ordinances #9133, #9134 and #9135 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9133, #9134 and #9135 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

President Meyer: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9133, #9134 and #9135 are declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of August 14, 2007 City Council Regular Meeting.

Approving Minutes of August 21, 2007 City Council Special Meeting.

#2007-198 – Approving Acquisition of Utility Easement Located on the South Side of the Central Nebraska Regional Airport between Sky Park Road and Shady Bend Road (Hall County Airport Authority).

#2007-199 – Approving Acquisition of Utility Easement Located South of Potash Highway and East of North Road (Little B's Corporation).

#2007-200 – Approving Bid Award for Chimney Repair at the Platte Generating Station with Gerard Chimney Co. of St. Louis, Missouri in an Amount of \$45,400.00.

#2007-201 – Approving Bid Award for Outage Cleaning Services at the Platte Generating Station with W-S Industrial Services, Council Bluffs, Iowa in an Amount of \$80,787.00.

#2007-202 – Approving Change Order #1 – Water Main District 455 – Park-View Area with Starostka Group Unlimited, Inc., of Grand Island, Nebraska for an Increase of \$8,910.00 and a revised Contact Amount of \$228,772.80.

#2007-203 – Approving Oversize of Water Main Project 2006-W-8 – Copper Creek Estates Subdivision – Old Potash Highway and Engleman Road with W. C. “Dub” Baker – Re-Max Realty Specialist of Grand Island, Nebraska in an Amount of \$36,341.37.

#2007-204 – Approving Purchase of Two (2) 621 D Wheel Loaders for use in the Sludge Disposal Operation at Waste Water Division with Mid-Land Equipment of Omaha, Nebraska in an Amount of \$24,500.00 (after trade-in).

#2007-205 – Approving Program Agreement with the Nebraska Department of Roads for Safe Route to School Funding for the “Walk to Walnut” Project in an Amount of \$269,644.00 Grant Funds.

#2007-206 – Approving Amendment NO. 2 to the Interlocal Agreement with the Central District Health Department.

#2007-207 – Approving Interlocal Agreement Between the Cities of Grand Island, Kearney, North Platte and the Village of Alda Regarding Direct Negotiations of Rate Changes with Northwestern Energy.

#2007-208 – Approving Purchase of Furniture Systems from State Contract for Law Enforcement Center with Surroundings, Inc. in an Amount of \$153,189.51.

#2007-209 – Approving Bid Award for River-Way Hike/Bike Trail Construction Project STPB-40(53) with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$339,423.85 with Matching Grant Funds paid by the State of Nebraska in the Amount of 80%.

RESOLUTIONS:

#2007-210 – Consideration of Approving 1% Increase to the Lid Limit. David Springer, Finance Director reported that in 1998 the Nebraska State Legislature passed LB 989 which put a cap on the amount of restricted revenues a political subdivision could budget for. The restricted revenues that the City of Grand Island included in the budget were Property Taxes, Local Option Sales Tax, Motor Vehicle Tax and State Aid. Of those restricted revenues, property tax was the only revenue that the City could control. The increase in restricted funds authority using the 1% additional amount and the population growth (when available) was not an increase in budgeted revenues. It only provided the ability to increase restricted revenues, particularly property tax, in a future year if necessary.

Motion by Zapata, second by Whitesides to approve Resolution 2007-210. Upon roll call vote, all voted aye. Motion adopted.

#2007-211 – Consideration of Approving Blight/Substandard Study for Redevelopment Area No. 7 Located 1/2 Mile East of Highway 281 and 1/2 Mile West of South Locust Street between Schimmer Drive and Wildwood Drive. Chad Nabity, Regional Planning Director reported this item related to the aforementioned Public Hearing Item E-1.

Discussion was held on the importance of future development and benefits to this area by designating this area as substandard and blighted.

Motion by Gilbert, second by Brown to approve Resolution #2007-211 with the following findings of fact:

- The Blight/Substandard Study presented by Hanna:Keelan, with the exception of Amendment B, the Redevelopment Plan;
- The written testimony by the Grand Island Economic Development Corporation (see attached);
- The buildings located on the property identified as aged/dilapidated;
- The age of structures are at least 40 years old;
- The property is different from other properties because of location on the urban fringe of the community in that it is directly adjacent to an industrial area on the west, directly adjacent to the power plant on the south with high voltage lines, as well as, close to rail lines, which would be good for manufacturing growth, but possibly detrimental for other development;
- The location of major commercial arterial roads between, but not on , property; and,
- Public intervention is deemed appropriate for the redevelopment of the area due to inadequate infrastructure, specifically sewer and water, and the high cost of making that available.

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

PAYMENT OF CLAIMS:

Motion by Brown, second by Zapata to approve the Claims for the period of August 15, 2007 through August 28, 2007, for a total amount of \$4,393,414.05. Motion adopted unanimously.

Motion by Brown, second by Nickerson to approve the following Claims for the Library Expansion for the period of August 15, 2007 through August 28, 2007:

#80 \$4,870.00
#81 \$ 323.00

Motion adopted unanimously.

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

RaNae Edwards
City Clerk



P.O. Box 1151

GRAND ISLAND, NE 68802-1151

August 28, 2007

To: Grand Island City Council

From: Marlan Ferguson, President GIAEDC

The Nebraska Legislature passed the Nebraska Community Development Law to allow certain areas of the communities to be designated Blighted and Substandard thereby allowing a redevelopment plan to commence. A redevelopment plan can among other things include the use of tax increment financing (TIF). This is an invaluable tool which has been used multiple times in communities across Nebraska and the nation. As an example Kearney has approved 17 TIF projects, Hastings has 47 projects and Grand Island which currently has 8 projects. As you know Wood River has designated a large area Blighted and Substandard for the benefit of increased development.

Recruitment of businesses and industries is becoming extremely competitive and all the tools economic developers can have at their disposal is critical. The potential for TIF financing is attractive to potential new job creation and gives us another tool in the competition for economic development. It expedites the development of an area which is good for the tax base in the long run.

The Grand Island Area Economic Development Corporation has invested heavily in developing the Platte Valley Industrial Park including acquiring additional property titled PVIP II. This includes 320 acres with large tracts of land available. This acquisition was made in response to a potential project that would have taken 170 acres for a 1,000,000 square foot Distribution Center employing over 600 people. One of the first items they asked for was the availability of TIF and they continued to ask if the City would make that property eligible for TIF, so it was abundantly clear the need for TIF was paramount. Since then we have had numerous inquiries on this property and the request for TIF has been asked each time. We currently have three projects interested in locating in this area and one has indicated they would come.

The City has now annexed most of the area including an area not owned by the EDC but is a projected site for an ethanol plant, for which they too have asked about the availability of TIF. Most of the area has also been zoned to M-2 making this an excellent location for development. However there remains the need to upgrade the roads, improve surface drainage and extend the water and sewer system. The GIAEDC decided to have a "Blight and Substandard" study completed as the annexation and rezoning were taking place in order to plan for the future development of the area.

The study was completed by Hanna:Keelan Associates, P.C. from Lincoln, Ne. the same firm who completed previous studies for the City. The purpose of this Blight and Substandard Determination Study is to apply the criteria set forth in the Nebraska Community Development Law, Section 18-203, to the designated Redevelopment Area.

It is the opinion of the **CONSULTANT**, that the findings of this Blight and Substandard Determination Study warrant designating the Redevelopment Area as "substandard" and "blighted."

The GIAEDC Board encourages the City Council to approve the designation of this area as Blight and Substandard as determined by the consultants.



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G2

**Approving Request of Alfredo Ascencion, 816 South Pine Street
for Liquor Manager Designation for Fiesta Latina/Nebraska
Music Hall, 2815 South Locust Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 11, 2007

Subject: Request of Alfredo Ascencion, 816 South Pine Street for Liquor Manager Designation for Fiesta Latina/Nebraska Music Hall, 2815 South Locust Street

Item #'s: G-2

Presenter(s): RaNae Edwards, City Clerk

Background

Alfredo Ascencion, 816 South Pine Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "C-34765" Liquor License for Fiesta Latina/Nebraska Music Hall, 2815 South Locust 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 the request for Liquor Manager Designation.

Sample Motion

Move to approve the request of Alfredo Ascencion, 816 South Pine Street for Liquor Manager Designation in conjunction with the Class "C-34765" Liquor License for Fiesta Latina/Nebraska Music Hall, 2815 South Locust Street with the stipulation that Mr. Ascencion complete a state approved alcohol server/seller training program.



**INTEROFFICE
MEMORANDUM**
Police Department

*Working Together for a
Better Tomorrow. Today.*

DATE: August 27, 2007

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Liquor Manager Designation – Fiesta Latina, 2815 S Locust
Street, Grand Island, NE

The Grand Island Police Department has received a request for Liquor Manager Designation for Fiesta Latina, 2815 S Locust Street, Grand Island, NE 68801 in the name of Alfredo Ascension.

Mr. Ascension was convicted of a traffic violation, allowing unlicensed driver to drive and Blanco, his spouse, was convicted of speeding. The failure of Alfredo and Blanca to disclose their traffic violations makes this a false application, however according to Nebraska Records it appears they have had no other violations within the State during their 14 year residency.

It is, therefore, the Police Department's recommendation to approve Alfredo Ascension as the liquor manager for Fiesta Latina.

DV/rk *Dan Vitera*

08/24/07
15:40

Grand Island Police Dept.
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : 14:36:48 08/24/2007
Occurred before : 14:36:48 08/24/2007
When reported : 14:36:48 08/24/2007
Date disposition declared : 08/24/2007
Incident number : L07083846
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 2815 Locust St S
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : CLO Closed Case
Misc. number :
Geobase address ID : 14150
Long-term call ID :
Clearance Code :
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	8917	08/24/07	Fiesta Latina,	Business
NM	53721	08/24/07	Ascencion, Blanca E	Alfredo's Wife
NM	61215	08/24/07	Ascencion, Alfredo Sr	Liquor Manager

LAW INCIDENT NARRATIVE:

Liquor Manager Designation Investigation

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	14:52:19 08/24/2007

08/24/07
15:40

Grand Island Police Dept.
LAW INCIDENT TABLE

450
Page: 2

Grand Island Police Department
Supplemental Report

On 8/24/07, I received information that Alfredo Ascencion (5/29/65) applied to be the liquor manager at Fiesta Latina. Alfredo has a wife named Blanca Ascencion ((12/27/70)).

I checked with ICE and was advised that Alfredo and Blanca are here in the United States legally. I also checked Spillman and found a Names Table entry for Alredo and Blanca. They each had a traffic violation conviction listed in their involvements. I checked NCJIS and confirmed that Alfredo was convicted on 11-13-03 of allowing an unlicensed driver to drive. Blanca was convicted of speeding on 3/1/02.

On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution." The "No" box was checked.

The failure of Alfredo and Blanca to disclose their violations makes the application false under the Nebraska Liquor Control Act Part II Chapter 2 "Falsification of Application" 010.01. However, according to the application, Alfredo and Blanca have lived in Grand Island since 1993. In that time, they each were cited once for traffic violations. I am unable to check their records outside the State of Nebraska, but what they have in Nebraska doesn't seem like much of a record for fourteen years of residency.

It's the Police Department's recommendation to approve Alfredo Ascencion as the liquor manager for Fiesta Latina.

Date, Time: Fri Aug 24 15:38:55 CDT 2007
Reporting Officer: Vitera
Unit #: 835



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G3

**#2007-212 - Approving Bid Award for Police Department Office
Furnishings at Law Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: September 11, 2007

Subject: Furniture Bid Awards

Item #'s: G-3

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department and Sheriff's Office are preparing for moving to the new Law Enforcement Center in late 2007. The purchase of new furnishings for the center is a part of this project. The Police Department let bids for various quantities of thirty three items of furniture. We received bids from five vendors. We are recommending awarding bids to four vendors for bid items for a total cost of \$142,393.81.

Discussion

The Police Department let bids for furnishings for the new law enforcement center. Five bids were received and opened on August 21, 2007. The bids were for various quantities of thirty three separate items. Bidders were instructed that bid awards would be made to separate vendors on bid items based upon cost and conformance to bid specifications. Items #26 through #33 are wood veneer and laminate case goods and were to be awarded as a group to ensure conformity of style and finishes.

The Police Department reviewed the bids and information provided with them. We are recommending that bids be awarded to four vendors based upon conformance to specifications and costs for items. The Police Department's recommendations for the purchase of bid items is displayed in an attached report. The report provides the item number, vendor, cost per item, number of items to be purchased and total cost. The Bid Summary provides a more detailed description of each item.

The total cost of items bid is \$142,393.81. A breakdown of awards by vendor is:

Eakes Office - Grand Island -	\$61,367.00
Office Net - Grand Island -	\$50,003.37

Surroundings - Omaha -	\$30,174.50
KI International - Green Bay, WI -	\$ 848.94

The total costs are below the estimated cost for the bid process. Funding for the purchase of furnishings for the center is provided in the center budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of items #1 through #33 of the law enforcement center furnishing bids as recommended by the Police Department for a cost of \$142,393.81

Sample Motion

Motion to approve the purchase of items # 1 through #33 of the law enforcement center furnishing bids as recommended by the Police Department for a cost of \$142,393.81 with the following breakdown among vendors:

Items #1 through 9, #13, #19 through #22 and items #24 and #25 to Eakes Office Plus of Grand Island for \$61,367.00

Items #14 through #18 and #26 through #33 to Officenet Inc. of Grand Island for \$50,003.37

Items #10 through #13 to Surroundings LLC of Omaha for \$30,174.50

Item #23 to KI International of Green Bay, WI for \$848.94

Furniture Bid Awards by Vendor

Vendor	Item #	Cost per Uni	# Units	Total
Eakes	1	\$ 2,103.00	2	\$ 4,206.00
Eakes	2	\$ 632.00	6	\$ 3,792.00
Eakes	3	\$ 180.00	133	\$ 23,940.00
Eakes	4	\$ 108.00	6	\$ 648.00
Eakes	5	\$ 209.00	2	\$ 418.00
Eakes	6	\$ 179.00	4	\$ 716.00
Eakes	7	\$ 564.00	1	\$ 564.00
Eakes	8	\$ 508.00	18	\$ 9,144.00
Eakes	9	\$ 573.00	9	\$ 5,157.00
Eakes	13	\$ 177.00	22	\$ 3,894.00
Eakes	19	\$ 109.00	25	\$ 2,725.00
Eakes	20	\$ 135.00	2	\$ 270.00
Eakes	21	\$ 120.00	9	\$ 1,080.00
Eakes	22	\$ 143.00	1	\$ 143.00
Eakes	24	\$ 1,493.00	2	\$ 2,986.00
Eakes	25	\$ 1,684.00	1	\$ 1,684.00
Total				\$ 61,367.00
KI	23	\$ 282.98	3	\$848.94
Total				\$848.94
Office Net	14	\$ 566.29	15	\$ 8,494.35
Office Net	15	\$ 594.81	5	\$ 2,974.05
Office Net	16	\$ 364.63	15	\$ 5,469.45
Office Net	17	\$ 337.17	11	\$ 3,708.87
Office Net	18	\$ 301.16	6	\$ 1,806.96
Office Net	26	\$ 252.66	5	\$ 1,263.33
Office Net	27	\$ 1,416.63	7	\$ 9,916.41
Office Net	28	\$ 2,045.67	2	\$ 4,091.34
Office Net	29	\$ 800.08	1	\$ 800.08
Office Net	30	\$ 780.11	7	\$ 5,460.77
Office Net	31	\$ 487.08	8	\$ 3,896.64
Office Net	32	\$ 205.34	8	\$ 1,642.72
Office Net	33	\$ 478.40	1	\$ 478.40
Total				\$ 50,003.37

Surroundings	10	\$	361.00	38	\$	13,718.00
Surroundings	11	\$	361.00	32	\$	11,552.00
Surroundings	12	\$	288.50	17	\$	4,904.50
Total				\$ 30,174.50		
Total				\$142,393.81		

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 21, 2007 at 11:00 a.m.

FOR: Purchase of Police Department Office Furnishings

DEPARTMENT: Police

ESTIMATE: \$220,000.00

FUND/ACCOUNT: 40015025-9006

PUBLICATION DATE: July 27, 2007

NO. POTENTIAL BIDDERS: 3

cc: Steve Lamken, Police Chief
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Robert Falldorf, Police Captain
Wes Nespor, Assistant City Attorney

P-1182

Bidder: Surroundings, LLC
Omaha, NE
Bid Security: Liberty Mutual Insurance Co.

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
10	Chair	La-Z-Boy	Task 200	Upholstered/with arms	38	\$361.00	\$13,718.00
11	Chair	Styles	Click Intensive Use	Large seat/high back/upholstered with adjustable arms	32	\$331.00	\$10,592.00
11	Chair	La-Z-Boy	Task 200	Upholstered/with adj. arms	32	\$361.00	\$11,552.00
12	Chair	Stylex	Click	Intensive use/large seat/high back upholstered/without arms	17	\$288.50	\$4,904.50
14	File	Knoll	Calibre	5 drawer/42" lateral/four file, one storage	15 (10 1/2" Drawer) (12" Drawer)	\$658.50 \$670.50	\$9,877.50 \$10,057.50
15	File	Knoll	Calibre	5 drawer/42" lateral/five file	5 (10 1/2" Drawer) (12" Drawer)	\$614.07 \$626.90	\$3,070.35 \$3,134.50
16	File	Knoll	Calibre	3 drawer/42" lateral/three file	15 (10 1/2" Drawer) (12" Drawer)	\$412.05 \$416.95	\$6,180.75 \$6,254.25
17	Storage Cabinet	Knoll	Calibre	36" wide/18" deep/65 1/2" high/multiple shelves	11	\$375.42	\$4,129.62
18	Bookcase	Knoll	Calibre	36" wide/full height/w adjustable shelves	6	\$310.75	\$1,864.50
24	Table	Mayline	Conference	48" x 144"/ 24" wide ganging units/Arc or oval ends/laminate top/fixed metal legs	2	\$1,658.40	\$3,316.80
25	Table	Mayline	Conference	48" x 194"/24" wide ganging units/Arc or oval ends/laminate top/fixed metal legs	1	\$1,723.20	\$1,723.20

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
26	Table			42" round with metal base/wood laminate top	5	\$447.25	\$2,236.25
27	Desk	Indiana Desk Encompass		72" x 36"/w box, box, file pedestal/pencil drawer/w 24" x 48" return w/o pedestal, articulating mouse/keyboard wood veneer/matching wood laminate top/minimum 10 year warranty. Owner will designate number of left or right hand returns	7	\$1,483.00	\$10,381.00
28	Desk	Indiana Desk Encompass		72" x 36"/w bow front/w box, box, file pedestal/pencil drawer/w 24" x 72" return w/file, file pedestal, articulating mouse/keyboard wood veneer/matching wood laminate top/minimum 10 year warranty. Owner will designate number of left or right hand returns	2	\$1,849.50	\$3,699.00
29	Hutch	Indiana Desk Encompass		15" deep; x 72" wide/wood doors/Tack board/Wood veneer to match desks in Item #26/minimum 10 year warranty	1	\$875.00	\$875.00
30	Hutch	Indiana Desk Encompass		15" deep; x 66" wide/wood doors/Tack board/Wood veneer to match desks in Item #25/minimum 10 year warranty	7	\$819.00	\$5,733.00
31	File			2 drawer lateral/36" wide/minimum 10 year warranty/wood veneer/laminate top to match desks in items #25 & #26	8	\$473.75	\$3,790.00
32	Bookcase			Top unit bookcase/36" wide/wood veneer to be used on top of files in item #28	8	\$312.41	\$2,499.28
33	Bookcase	Indiana Desk 36" x 72"		36' x 65"/wood veneer/adjustable shelves/to match desks in #26	1	\$592.99	\$592.99

Bidder: Norfolk Office Equipment
Norfolk, NE
Bid Security: \$4,000.00

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
3	Chair	Steelcase	Player	Upholstered/armless/high back/ extra padded seat Group 1 Group 2 Group 3 Group 4 Group 5	133	 \$153.06 \$162.11 \$170.71 \$177.59 \$184.04	 \$20,356.98 \$21,560.63 \$22,704.43 \$23,619.47 \$24,477.32
4	Chair Dollies			Adequate to place 50 chairs from Item #3 on dollies with casters		\$110.94	\$110.94
7	Chair	Steelcase	Criterion	Upholstered/mid-back/adjustable arms/task stool Group 1 Group 2 Group 3 Group 4 Group 5	1	 \$560.72 \$569.75 \$578.35 \$585.23 \$591.68	 \$560.72 \$569.75 \$578.35 \$585.23 \$591.68
8	Chair	Steelcase	Criterion 4535331DP	Upholstered/high back/adjustable arms/pivot arms Group 1 Group 2 Group 3 Group 4 Group 5	18	 \$494.50 \$503.53 \$523.13 \$519.01 \$525.46	 \$8,901.00 \$9,063.54 \$9,416.34 \$9,342.18 \$9,458.28

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
10	Chair	Steelcase	Rally 4571224	Upholstered/High back/with arms Group 1 Group 2 Group 3 Group 4 Group 5	38	\$364.21 \$373.24 \$381.84 \$388.72 \$395.17	\$13,839.98 \$14,183.12 \$14,509.92 \$14,771.36 \$15,016.46
14	File	Steelcase	200 Series	5 drawer/42" lateral/four file, one storage	15	\$677.68	\$10,165.20
15	File	Steelcase	200 Series	5 drawer/42" lateral/five file (2LF18425AF w/5 roll-out shelves & receding doors)	5	\$684.13	\$3,420.65
16	File	Steelcase	200 Series	3 drawer/42" lateral/three file	15	\$469.13	\$7,036.95
17	Storage Cabinet	Steelcase	Universal	2 Door/locking/multiple shelves	11	\$485.47	\$5,340.17
18	Bookcase	Steelcase	Universal	36" wide/65 1/2" high/ w adjustable shelves	6	\$341.42	\$2,048.52

Bidder: OfficeNet, Inc.
Grand Island, NE

Bid Security: \$3,800.00

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
11	Chair	OfficeMaster		Police/Dispatch chair w/arms	32	\$467.98	\$14,975.36
12	Chair	OfficeMaster		Police/Dispatch chair w/arms	17	\$364.42	\$6,195.14
14	File	Allsteel	Persona	5 drawer/42"-4 file, 1-fixed	15	\$566.29	\$8,494.35
15	File	Allsteel	Persona	5 drawer/42" lateral-5 file	5	\$594.81	\$2,974.05
16	File	Allsteel	Persona	3 drawer/42" lateral-3 file	15	\$364.63	\$5,469.45

17	Storage Cabinet	Allsteel	Persona	2 Door/locking storage cabinet	11	\$337.17	\$3,708.87
18	Bookcase	Allsteel	Persona	36" wide/64.75" high Bookcase	6	\$301.16	\$1,806.96
26	Table	National		42" round with metal base/wood laminate top	5	\$252.66	\$1,263.30
27	Desk	National		72" x 36"/w box, box, file pedestal/pencil drawer/w 24" x 48" return w/o pedestal, articulating mouse/keyboard wood veneer/matching wood laminate top/minimum 10 year warranty. Owner will designate number of left or right hand returns	7	\$1,416.63	\$9,916.41
28	Desk	National		72" x 36"/w bow front/w box, box, file pedestal/pencil drawer/w 24" x 72" return w/file, file pedestal, articulating mouse/keyboard wood veneer/matching wood laminate top/minimum 10 year warranty. Owner will designate number of left or right hand returns	2	\$2,045.67	\$4,091.34
29	Hutch	National		15" deep; x 72" wide/wood doors/Tack board/Wood veneer to match desks in Item #26/minimum 10 year warranty	1	\$800.08	\$800.08
30	Hutch	National		15" deep; x 66" wide/wood doors/Tack board/Wood veneer to match desks in Item #25/minimum 10 year warranty	7	\$780.11	\$5,460.77
31	File	National		2 drawer lateral/36" wide/minimum 10 year warranty/wood veneer/laminate top to match desks in items #25 & #26	8	\$487.08	\$3,896.64
32	Bookcase	National		Top unit bookcase/36: wide/wood veneer to be used on top of files in item #28	8	\$205.34	\$1,642.72
33	Bookcase	National		36' x 65"/wood veneer/adjustable shelves/to match desks in #26	1	\$478.40	\$478.40

Bidder: Eakes Office Plus
Bidder Security: Grand Island, NE
\$8,067.00

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
1	Chair	Steelcase	Jarrah SC22416 SC2211	Upholstered/plasticol arm caps chair-chair-table-chair ganged unit Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Grade 6	2	\$1,738.00 \$1,825.00 \$1,912.00 \$1,846.00 \$2,051.00 \$2,103.00	\$3,476.00 \$3,650.00 \$3,824.00 \$3,692.00 \$4,102.00 \$4,206.00
2	Chair	Steelcase	Jarrah SC2210	Upholstered/wood arm caps Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Grade 6	6	\$519.00 \$548.00 \$577.00 \$600.00 \$623.00 \$632.00	\$3,114.00 \$3,288.00 \$3,462.00 \$3,600.00 \$3,738.00 \$3,792.00
3	Chair	Steelcase	Player	Upholstered/armless/high back/extra padded seat Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Grade 6	133	\$150.00 \$158.00 \$167.00 \$173.00 \$180.00 \$193.00	\$19,950.00 \$21,014.00 \$22,211.00 \$23,009.00 \$23,940.00 \$25,669.00

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
4	Chair Dollies			Adequate to place 50 chairs from Item #3 on dollies with casters	6	\$108.00	\$648.00
5	Chair	Steelcase	Player	Upholstered/armless/high back/extra padded seat/with casters (Priced w/arms – armless not available) Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Grade 6	2	\$165.00 \$174.00 \$183.00 \$189.00 \$196.00 \$209.00	\$330.00 \$348.00 \$366.00 \$378.00 \$392.00 \$418.00
6	Chair	Steelcase	Patience 70000	Thermoplastic/Armless	4	\$179.00	\$716.00
7	Chair	Steelcase	Criterion	Upholstered/mid-back/adjustable arms/task stool Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Grade 6	1	\$528.00 \$537.00 \$545.00 \$551.00 \$558.00 \$564.00	\$528.00 \$537.00 \$545.00 \$551.00 \$558.00 \$564.00
8	Chair	Steelcase	Criterion 4535331DP	Upholstered/high back/adjustable arms/pivot arms Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Grade 6	18	\$472.00 \$480.00 \$488.00 \$495.00 \$501.00 \$508.00	\$8,496.00 \$8,640.00 \$8,784.00 \$8,910.00 \$9,018.00 \$9,144.00

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
9	Chair	Sit On It 672M.A69	Nonstop	Upholstered/size 2/standard arms Grade 1 Grade 2 Grade 3 Grade 4	9	\$520.00 \$534.00 \$546.00 \$573.00	\$4,680.00 \$4,806.00 \$4,914.00 \$5,157.00
10	Chair	Rally 4571224		Upholstered/High back/with arms Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Grade 6	38	\$356.00 \$365.00 \$373.00 \$380.00 \$386.00 \$399.00	\$13,528.00 \$13,870.00 \$14,174.00 \$14,440.00 \$14,668.00 \$15,162.00
11	Chair	Stylex	Click Intensive Use	Large seat/high back/upholstered with adjustable arms Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Grade 6	32	\$291.00 \$323.00 \$355.00 \$387.00 \$419.00 \$453.00	\$9,312.00 \$10,336.00 \$11,360.00 \$12,384.00 \$13,408.00 \$14,496.00
11	Chair	Sit-On-It	TR2	Intensive Use High Back – Alternate Option Grade 1 Grade 2 Grade 3 Grade 4	32	\$283.00 \$293.00 \$305.00 \$331.00	\$9,056.00 \$9,376.00 \$9,760.00 \$10,592.00

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
12	Chair	Stylex	Click	Intensive use/large seat/high back upholstered/without arms Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Grade 6	17	\$245.00 \$277.00 \$309.00 \$341.00 \$373.00 \$408.00	\$4,165.00 \$4,709.00 \$5,253.00 \$5,797.00 \$6,341.00 \$6,936.00
12	Chair	Sit-On-It	TR2	Intensive Use High Back (armless) Alternate Option Grade 1 Grade 2 Grade 3 Grade 4	17	\$237.00 \$248.00 \$260.00 \$286.00	\$4,029.00 \$4,216.00 \$4,420.00 \$4,862.00
13	Chair	Global	SUPRA	Upholstered Management Office (wide seat) Grade 1 Grade 2 Grade 3	22	\$154.00 \$167.00 \$177.00	\$3,388.00 \$3,674.00 \$3,894.00
14	File	Steelcase	200 Series	5 drawer/42" lateral/four file, one storage	15	\$622.00	9,330.00
15	File	Steelcase	200 Series	5 drawer/42" lateral/five file (five file not available – quoted same as line 14)	5	\$622.00	\$3,110.00
16	File	Steelcase	200 Series	3 drawer/42" lateral/three file	15	\$424.00	6,360.00
17	Storage Cabinet	Steelcase	Universal	2 Door/locking/multiple shelves	11	\$602.00	\$6,622.00
18	Bookcase	Steelcase	Universal	36" wide/65 ½" high/w adjustable shelves	6	\$353.00	\$2,118.00

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
19	Table	Correll		72" x 18" x 29"/lightweight/plywood framed honeycomb core/laminate tops/vinyl T molding (Quoted 72" x 24" size)	25	\$109.00	\$2,725.00
20	Table Truck		Horizontal	For 72" tables/Capacity of 10 tables storage per truck	2	\$135.00	\$270.00
21	Table	Correll		96" x 30" x 29"/lightweight/plywood framed honeycomb core/laminate tops/Vinyl T molding	9	\$120.00	1,080.00
22	Table Truck		Horizontal	For 96" tables/Capacity of 10 tables storage per truck	1	\$143.00	\$143.00
23	Table	Midwest Folding	NLW	60" Round/29" high/ABS top shell/honeycomb core/folding metal legs	3	\$293.00	\$879.00
24	Table	Steelcase Turnstone Groupwork Tables		48" x 144"/24" wide ganging units/Arc or oval ends/laminate top/fixed metal legs	2	\$1,493.00	\$2,986.00
25	Table	Steelcase Turnstone Groupwork Tables		48" x 192"/24" wide ganging units/Arc or oval ends/laminate top/fixed metal legs	1	\$1,684.00	\$1,684.00
26	Table	OFS Impulse Casegoods		42" round with metal base/wood laminate top	5	\$395.00	\$1,975.00

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
27	Desk	OFS Impulse Casegoods		72" x 36"/w box, box, file pedestal/pencil drawer/w 24" x 48" return w/o pedestal, articulating mouse/keyboard wood veneer/matching wood laminate top/minimum 10 year warranty. Owner will designate number of left or right hand returns	7	\$1,581.00	\$11,067.00
28	Desk	OFS Impulse Casegoods		72" x 36"/w bow front/w box, box, file pedestal/pencil drawer/w 24" x 72" return w/file, file pedestal, articulating mouse/keyboard wood veneer/matching wood laminate top/minimum 10 year warranty. Owner will designate number of left or right hand returns	2	\$2,130.00	\$4,260.00
29	Hutch	OFS Impulse Casegoods		15" deep; x 72" wide/wood doors/Tack board/Wood veneer to match desks in Item #26/minimum 10 year warranty	1	\$874.00	\$874.00
30	Hutch	OFS Impulse Casegoods		15" deep; x 66" wide/wood doors/Tack board/Wood veneer to match desks in Item #25/minimum 10 year warranty	7	\$846.00	\$5,922.00
31	File	OFS Impulse Casegoods		2 drawer lateral/36" wide/minimum 10 year warranty/wood veneer/laminate top to match desks in items #25 & #26	8	\$640.00	\$5,120.00
32	Bookcase	OFS Impulse Casegoods		Top unit bookcase/36: wide/wood veneer to be used on top of files in item #28	8	\$438.00	\$3,504.00
33	Bookcase	OFS Impulse Casegoods		36' x 65"/wood veneer/adjustable shelves/to match desks in #26	1	\$505.00	\$505.00

Bidder: Krueger International, Inc.
Green Bay, WI
Bidder Security: Travelers Casualty & Surety Company

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
3	Chair	KI	Piretti	Upholstered/armless/sled base	133	\$267.10	\$35,524.30
3	Chair	KI	Torsion Perry Versa Basic	Upholstered/armless/sled base Alternate Bid Alternate Bid	133	\$203.02 \$189.98 \$133.84	\$27,001.66 \$25,267.34 \$17,800.72
4	Chair Dollies			Adequate to place 50 chairs from Item #3 on dollies with casters. KI Piretti-stacks 8 high KI Torsion-stacks 6 high KI Perry-stacks 25 high KI Versa Basic-stacks 10 high	7 9 2 5	\$186.58 \$177.50 \$192.25 \$189.98	\$1,306.06 \$1,597.50 \$384.50 \$949.90
5	Chair	KI	Torsion Dance M16	Upholstered, armless/with casters Alternate Bid Alternate Bid	2	\$304.53 \$216.07 \$198.49	\$609.06 \$432.14 \$396.98
10	Chair	KI KI	Engage Impress	Upholstered/midback/adjustable arms Alternate Bid Alternate Bid	38	\$462.75 \$297.73	\$17,584.50 \$11,313.74
11	Chair	KI KI	Heroic Impulse	Large seat/high back/upholstered with adjustable arms Alternate Bid includes pivot arms Alternate Bid includes pivot arms	32	\$774.66 \$462.75	\$24,789.12 \$14,808.00
13	Chair	KI KI	Piretti Torsion	Upholstered, management office side chair/sled base/with arms Alternate Bid	22	\$330.62 \$181.47	\$7,273.64 \$3,992.34

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
14	File	KI	700 Series	5 drawer/42" lateral/four file, one storage	15	\$998.66	\$14,979.90
		KI	E-Series	Alternate Bid		\$820.59	\$12,308.85
15	File	KI	700 Series	5 drawer/42" lateral/five file	5	\$979.38	\$4,896.90
		KI	E-Series	Alternate Bid		\$820.59	\$4,102.95
16	File	KI	700 Series	3 drawer/42" lateral/three file	15	\$687.33	\$10,309.95
		KI	E-Series	Alternate Bid		\$545.55	\$8,183.25
17	Storage Cabinet	KI	700 Series	2 Door/locking/multiple shelves	11	\$585.81	\$6,443.91
18	Bookcase	KI	700 Series	36" wide/full height/w adjustable shelves	6	\$479.20	\$2,875.20
19	Table	KI	Premier Folding	72" x 18" x 29"/lightweight/plywood framed honeycomb core/laminate tops/Vinyl T molding	25	\$137.81	\$3,445.25
20	Table Truck		Horizontal	For 72" tables/Capacity of 10 tables storage per truck	2	\$254.63	\$509.26
21	Table	KI	Premier Folding	96" x 30" x 29"/lightweight/plywood framed honeycomb core/laminate tops/Vinyl T molding	9	\$167.86	\$1,510.74
22	Table Truck		Horizontal	For 96" tables/Capacity of 10 tables storage per truck	1	\$279.01	\$279.01
23	Table	KI	Duralight	60" Round/29" high/ABS top shell/honeycomb core/folding legs	3	\$282.98	\$848.94

Item No.	Specific Item	Make	Model	Description	# of Units	Unit Bid Price	Extended Bid Price
24	Table	Conference KI Portico		48" x 144"/24" wide ganging units/Arc or oval ends/laminate top/fixed metal legs-SM7305318 to match spec	2	\$4,221.90	\$8,443.80
		KI		Alternate Bid – 24x48 Halfround	2	\$438.37	\$876.74
		KI		Alternate Bid – 24x48 Rectangular	4	\$344.80	\$1,379.20
25	Table	Conference KI Portico		48" x 192"/24" wide ganging units/Arc or oval ends/laminate top/fixed metal legs-SM7305323 to march spec	1	\$3,287.48	\$3,287.48
		KI		Alternate Bid – 24x48 Halfround	2	\$438.37	\$876.74
		KI		Alternate Bid – 24x60 Rectangular	4	\$386.76	\$1,547.04

Bidder: **Virco, Inc.**
Torrance, CA
(No Bid)

cc: Steve Lamken, Police Chief
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Robert Falldorf, Police Captain
Wes Nespor, Assistant City Attorney

P-1182

RESOLUTION 2007-212

WHEREAS, the City of Grand Island invited sealed bids for various items of office furnishings for the Law Enforcement Center, according to plans and specifications on file with the Grand Island Police Department; and

WHEREAS, on August 21, 2007, bids were received, opened and reviewed; and

WHEREAS, based upon cost and in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, it is recommended that the bid be awarded to four vendors: Eakes Office Supply of Grand Island, Nebraska; Office Net of Grand Island, Nebraska; Surroundings of Omaha, Nebraska; and, KI International of Green Bay, Wisconsin, for a total bid amount of \$142,393.81; and

WHEREAS, the bids submitted are less than the estimate for the office furnishings.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bids of Eakes Office Supply of Grand Island, Nebraska; Office Net of Grand Island, Nebraska; Surroundings of Omaha, Nebraska; and, KI International of Green Bay, Wisconsin for office furnishings for the Law Enforcement Center for a total bid amount of \$142,393.81 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G4

#2007-213 - Approving Bid Award for Window Treatments at Law Enforcement Center

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: September 11, 2007

Subject: Approving Bid Award for Window Treatments at the Law Enforcement Center

Item #'s: G-4

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department and Sheriff's Office are preparing for moving to the new Law Enforcement Center in late 2007. The purchase of new window treatments for the center is a part of this project. The Police Department let bids for the purchase and installation of vertical blinds for the law enforcement center. We received bids from three vendors on August 28, 2007. We are recommending awarding the bid for vertical blinds to Floor to Ceiling of Grand Island for \$19,136.15.

Discussion

The Police Department let bids for the purchase and installation of window treatments consisting of vertical blinds for the new law enforcement center windows. We received three bids from vendors. Bids were opened August 28, 2007. The low bid, which also met all specifications, was submitted by Narber Enterprises LLC, Floor to Ceiling of Grand Island for a cost of \$19,136.15. The bid price was under the estimated cost for the purchase and installation of window treatments. Funding for the purchase and installation of window treatments is provided for in the facility budget.

Alternatives

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

1. Move to Approve
2. Take no action on the issue
3. Postpone the issue to a future date

Recommendation

City Administration recommends that the Council approve the bid of Narber Enterprises LLC, Floor to Ceiling of 2627 W. Hwy 30, Grand Island, NE for the purchase and installation of window treatments in the law enforcement center for the bid price of \$19,136.15.

Sample Motion

Motion to approve the bid of Narber Enterprises LLC, Floor to Ceiling of 2627 W. Hwy 30, Grand Island, NE for the purchase and installation of window treatments in the law enforcement center for the bid price of \$19, 136.15.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 28, 2007 at 11:00 a.m.

FOR: Window Treatments for Law Enforcement Center

DEPARTMENT: Police

ESTIMATE: \$35,000.00

FUND/ACCOUNT: 40015025-9006

PUBLICATION DATE: July 27, 2007

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>Drapery Den, Inc.</u> Grand Island, NE	<u>Diamond Vogel</u> Grand Island, NE
Bid Security:	\$1,448.00	No Bid Bond
Bid Price:	\$27,062.00	\$21,475.00
Bidder:	<u>Floor to Ceiling</u> Grand Island, NE	
Bid Security:	\$956.81	
Bid Price:	\$19,136.15	

cc: Steve Lamken, Police Chief
Wes Nespor, Assist. City Attorney

Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

P1184

RESOLUTION 2007-213

WHEREAS, the City of Grand Island invited sealed bids for window treatments for the Law Enforcement Center, according to plans and specifications on file with the Grand Island Police Department; and

WHEREAS, on August 28, 2007, bids were received, opened and reviewed; and

WHEREAS, Narber Enterprises, LLC, Floor to Ceiling of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$19,136.15; and

WHEREAS, the bid of Floor to Ceiling is less than the estimate for the window treatments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Narber Enterprises, LLC, Floor to Ceiling of Grand Island, Nebraska, in the amount of \$19,136.15 for window treatments for the Law Enforcement Center is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 6, 2007	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G5

**#2007-214 - Approving Change Order No. 14 with Chief
Construction for Law Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: September 11, 2007

Subject: Change Order #14, Law Enforcement Center

Item #'s: G-5

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 was provided in the contract to allow for needed change orders during the project. To date there is \$88,327.60 remaining in contingency funds. Acceptance of change order #14 will reduce the contingency funds by \$6,080.20 leaving a new balance of \$82,247.40.

Discussion

Change Order #14 includes three changes in the construction project. The changes have a cost of \$6,080.20. Accepting the changes will leave the contingency funds balance at \$82,247.40. The changes requested are:

The Police Department has requested an expansion of the information technology server room to accommodate more equipment than what was previously planned for. The request requires expansion of the room, more electrical work and the purchase of a second server rack. The cost of the expansion is \$11,750.20.

The contractor, Chief Construction has requested ten additional work days due to lost productivity during inclement weather. The architect has reviewed this request and said that there is justification for granting the ten additional days. There is no cost to the contingency fund for the additional days added to the contract.

The Police Department has requested that decorative colored concrete wing walls that were to be located in front of the facility be deleted from the project. The walls were decorative and served no function. The removal of the walls will not affect the appearance of the building. The deletion of the walls produces a savings of \$5,670.00.

A summary of the costs of Change Order #14 are:

Expansion of IT server room -	+ \$11,750.20
Ten additional work days -	-0-
Removal of wing walls -	- \$ 5,670.00
Total Cost -	+ \$6,080.20

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 move to approve Change Order #14.

Sample Motion

Motion to approve Change Order #14 with Chief Construction for the sum of \$6,080.20 for: expanding the IT server room, granting the contractor ten additional work days, and deleting the colored concrete wing walls in front of the building from the project.



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 014	OWNER: <input checked="" type="checkbox"/>
Grand Island / Hall County Law Enforcement Center	DATE: August 27, 2007	ARCHITECT: <input checked="" type="checkbox"/>
Grand Island, Nebraska		CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 0412	FIELD: <input type="checkbox"/>
Chief Construction Company	CONTRACT DATE: June 15, 2006	OTHER: <input type="checkbox"/>
2107 North South Road	CONTRACT FOR: General Construction	
Grand Island, Nebraska 68803		

THE CONTRACT IS CHANGED AS FOLLOWS:

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

General Contractor's Change Request 5.1, Attached

DATE: August 7, 2007

SCOPE: Addition days due to weather

COST: N/A

Architect's Proposal Request #23-1, Attached

DATE: May 30, 2007

SCOPE: Modified changes to Information Technology Closet.

COST: ADD \$11,750.20

Architect's Proposal Request #27, Attached

DATE: August 16, 2007

SCOPE: Omit Concrete site walls.

COST: DEDUCT \$5,670.00

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 increased by Ten (10) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 04, 2007

The original contingency allowance included in the contract was	\$ 150,000.00
The net change to the contingency allowance by previous Change Orders	\$ 79,092.60
The contingency allowance prior to this Change Order Was	\$ 88,327.60
The contingency allowance will be decreased by this Change Order in the amount of	\$ - 6,080.20
The new contingency allowance including this Change Order will be	\$ 82,247.40

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)

DATE

Aug 27/07

Chief Construction Company
CONTRACTOR (Firm name)

2107 North South Road, Grand Island,
Nebraska 68803

ADDRESS

BY (Signature)

Dan Lind

(Typed name)

DATE

8.27.07

City of Grand Island

OWNER (Firm name)

100 East 1st Street, Grand Island,
Nebraska 68801

ADDRESS

BY (Signature)

Margaret Hornady

(Typed name)

DATE

R E S O L U T I O N 2007-214

WHEREAS, on May 2, 2006, by Resolution 2006-151, the City of Grand Island awarded a bid in the total amount of \$7,406,080.00 (including alternate bids 2 and 3) for the construction of a Law Enforcement Center to Chief Construction Company of Grand Island, Nebraska; and

WHEREAS, included in the \$7,406,080 bid was a construction contingency of \$150,000; and

WHEREAS, on August 7, 2007, by Resolution 2007-180, the City of Grand Island approved Change Order No. 13 to locate a roof drain in the multipurpose room; replace aluminum wire with copper wire to the HVAC units on the roof; and, replace glass window panes in the motorcycle garage with etched window panes; and

WHEREAS, it is necessary to expand the information technology server room, grant the contractor ten additional work days and deleting the colored concrete wing walls in front of the Law Enforcement Center; and

WHEREAS, such changes have been incorporated into Change Order No. 14, and will decrease the contingency fund to \$82,247.40.

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

Expand Information Technology Server Room.....	\$11,750.20
Grant Contractor Ten Additional Working Days.....	\$ 0.00
Remove Colored Concrete Wing Walls.....	\$ <u>5,670.00</u>
Total.....	\$ 6,080.20

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 6, 2007	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G6

**#2007-215 - Approving Bid Award for Inspection & Permitting
Software Programs for the Building Department**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: September 11, 2007

Subject: Approving Bid Award for Building Department Permit Software

Item #'s: G-6

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a bid submitted for permit and inspection software for use in the Grand Island Building Department. On March 16, 2007 the Department requested proposals for a software program that would facilitate the issuance of building permits, track inspections, and document the progress of building projects throughout the construction process.

Eleven proposals were received ranging in cost from \$242,666 to \$19,680.

Discussion

The submitted proposals were reviewed by Building and IT staff as well as other Departments interested in software with these capabilities. The proposal submitted by Terra Scan Inc. of Lincoln Nebraska in the amount of \$37,454 is the proposal which appears to best meet the needs of the Department and will enhance compatibility with the existing GIS system in use by the City and provided by TerraScan. This year's budget includes funds of \$50,000 to facilitate this purchase.

Alternatives

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

1. Approve the request.
2. Disapprove or /Deny the request.
3. Modify the request to meet the wishes of the Council

4. Table the issue

Recommendation

City Administration recommends that the Council approve this request and allow the purchase of permit software from Terra Scan Inc. for the amount of \$37,454.

Sample Motion

Motion to approve the purchase of permit software for \$37, 454 from Terra Scan Inc. of Lincoln, Nebraska as submitted.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
INSPECTION & PERMITTING SOFTWARE PROGRAMS**

RFP DUE DATE: March 16, 2007 at 4:00 p.m.

DEPARTMENT: Building

PUBLICATION DATE: February 21, 2007

NO. POTENTIAL BIDDERS: 11

SUMMARY OF PROPOSALS RECEIVED

HRG Technology Group
Cedar Rapids, IA

PermitSoft, Inc.
Palo Alto, CA

CRW Associates
San Diego, CA

TradeMaster, Inc.
Troy, MI

Sybatech, Inc.
Springfield, IL

BUILDERadius, Inc.
Asheville, NC

CSDC Systems, Inc.
St. Petersburg, FL

Tyler Technologies, Inc.
Falmouth, ME

Accela, Inc.
San Ramon, CA

TerraScan, Inc.
Lincoln, NE

cc: Craig Lewis, Building Department Director
David Springer, Finance Director
Sherry Peters, Legal Secretary

Jon Anderson, Building Dept. Inspector
Dale Shotkoski, Purchasing Agent

P1150

RESOLUTION 2007-215

WHEREAS, the City of Grand Island invited proposals for permit and inspection software, according to Request for Proposals on file with the Building Department; and

WHEREAS, on March 16, 2007, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, TerraScan, Inc., of Lincoln, 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, such proposal not to exceed the amount of \$37,454.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of TerraScan, Inc., of Lincoln, Nebraska, in an amount not to exceed \$37,454.00 for permit and inspection software for the Building Department is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐
September 6, 2007	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G7

**#2007-216 - Approving Authorization for Emergency Sanitary
Sewer Force Main Repairs on South Locust Street and 10th Street**

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 11, 2007

Subject: Approving Authorization for Emergency Sanitary Sewer Force Main Repairs on Locust Street and 10th Street

Item #'s: G-7

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

Background

Due to two failures in the sanitary sewer main, the City of Grand Island Waste Water Treatment Division was required to perform emergency repairs to the sanitary sewer under Locust Street between Oklahoma Avenue and Anna Street/Bismark Road and under 10th Street between Custer Avenue and Howard Avenue. The Locust Street sanitary sewer main serves approximately 100 residential and commercial properties between Pine Street and Greenwich Avenue, from Oklahoma Avenue to Anderson Avenue, while the 10th Street main serves approximately 50 residential properties between Custer Avenue and Howard Avenue from 10th Street to 15th Street.

Discussion

The Diamond Engineering Company of Grand Island, Nebraska was hired by means of a purchase order in the amount of \$25,000 to effect the necessary repairs to the Locust Street failure. And again by means of a purchase order in the amount of \$30,000 to effect repairs to the 10th Street failure. In both instances contact was made with two other contractors, Starostka Group and O'Hara Plumbing. Both were unable to respond immediately. The contractor will be paid based on time and materials actually incorporated into the repair work. We are requesting permission to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve usage of the City's Emergency Procurement Procedures and pass a resolution authorizing The Diamond Engineering Company to perform the repairs.

Sample Motion

Motion to approve the use of the City's Emergency Procurement Procedures and authorize The Diamond Engineering Company to perform the repairs.

RESOLUTION 2007-216

WHEREAS, the Waste Water Division of the Public Works Department needed two emergency sanitary sewer repairs for the sanitary sewer mains under Locust Street between Oklahoma Avenue and Anna Street/Bismark Road, and under 10th Street between Custer Avenue and Howard Avenue; and

WHEREAS, the estimated cost is \$55,000 (actual cost based on time and materials); and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, has been requisitioned to do said repairs; and

WHEREAS, two other contractors were contacted and were not able to respond immediately.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repair for the main under Locust Street between Oklahoma Avenue and Anna Street/Bismark Road and the sanitary sewer repair for the main under 10th Street between Custer Avenue and Howard Avenue by the Diamond Engineering Company of Grand Island, Nebraska, with an estimated cost of \$55,000 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 6, 2007	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G8

**#2007-217 - Approving Amendment to Agreement for Waste Water
Comprehensive Plan Update**

Staff Contact: Steve Riehle, City Engineer Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: September 11, 2007

Subject: Approving Amendment to Agreement for Waste Water Comprehensive Plan Update

Item #'s: G-8

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

Background

The Request for Proposals for Engineering Consulting Services for the Waste Water Collection and Treatment System Comprehensive Plan Update for the Grand Island Waste Water Treatment Plant was published on September 27, 2005. After review of submitted proposals, CH2M Hill, Inc. of Englewood, Co was selected. The contract, for an amount not to exceed \$346,200, was approved by City Council on October 11, 2005 and notice to proceed was given on October 26, 2005.

Following the notice to proceed, public concern regarding odors originating from the Waste Water Treatment Plant prompted an immediate reprioritization of the contracted work elements to mitigate a primary odor source, thereby improving the quality of life of the citizens of Grand Island. These changes were accomplished within the terms and conditions of the original contract.

Discussion

City staff has negotiated an amendment for the City Council's consideration that modifies the scope of the contract but does not require appropriation of additional funds. The highest priority items within the original scope will be completed; only items which may be delayed without potential adverse impact have been modified. Amendment Number 1 and the two associated attachments would modify the contracted scope of services to the original Standard Agreement for Professional Services dated October 18, 2005.

The following summarizes the scope modifications detailed in Attachments 1 and 2 of Amendment Number 1.

Overview Table

Task	Description	Initial Task Fee Estimate	Proposed Net Adjustment Through Amendment 1	Value of Work Remaining following Amendment 1	Value of reprioritized work elements
G1	Project Execution	\$15,000	\$0	\$0	\$15,000
G2	Project Management and Quality Control		Included With Other Tasks		
F1	Future Flow and Loading Projections	\$16,500	\$9,429	\$6,416	\$25,929
F2	Review Regulatory Requirements	\$8,500	(\$1,802)	\$5,399	\$6,698
F3	Review of Existing Treatment Facilities	\$70,500	\$13,242	\$26,039	\$83,742
F4	Treatment and Hydraulic Modeling	\$27,400	\$0	\$14,716	\$27,400
F5	Alternatives Analysis and Evaluation	\$44,500	\$30,526	\$18,645	\$75,026
F6	Odor Evaluation	\$17,900	\$35,492	\$0	\$53,392
F7	Effluent Polishing Study	\$15,200	(\$15,200)	\$0	\$0
C1	Hydraulic Model Update	\$23,600	(\$1,926)	\$0	\$21,674
C2	Existing Collection System Hydraulic Evaluation	\$14,700	(\$9,729)	\$0	\$4,971
C3	Future Collection System Hydraulic Evaluation	\$23,100	(\$23,100)	\$0	\$0
C4	Condition Assessment	\$14,700	\$0	\$14,700	\$14,700
C5	Hydrogen Sulfide Modeling	\$23,100	(\$23,100)	\$0	\$0
S1	Reporting & Capital Improvement Plan Development	\$31,500	(\$13,832)	\$17,668	\$17,668
TOTAL		\$346,200	\$0	\$103,583	\$346,200

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 resolution authorizing the Mayor to execute the Amendment.

Sample Motion

Motion to approve Amendment Number 1 with CH2M Hill, Inc. of Englewood, Colorado under the Standard Agreement for Professional Services date October 18, 2005.

**AMENDMENT NO. 1 to STANDARD AGREEMENT FOR
PROFESSIONAL SERVICES DATED 18 OCTOBER 2005**

CH2M HILL's Office Address: 9193 S. Jamaica St., Englewood, CO 80112

Project Name: Wastewater Collection and Treatment System – Comprehensive
Plan Update

CH2M HILL Project: 335802
No.: _____

Client: City of Grand Island, NE

Address: 100 East First Street, Box 1968, Grand Island, NE 68802-1968

CLIENT requests and authorizes CH2M HILL to perform the following services:

Scope:

Two attachments are included which modify the contracted scope of services to the original Standard Agreement for Professional Services dated 18 October 2005. Amendment No. 1 represents a no cost change directive authorizing completion of Tasks identified in Attachment 1 and Attachment 2 to this AMENDMENT.

Attachment 1 to this AMENDMENT reflects the revised scope of services for work to be performed under the originally contracted scope of services. Text that has been stricken through in Attachment 1 to this AMENDMENT represents services that will not be performed. The Task Fee for individual tasks has also been stricken as the allocation of funds has been modified to reflect actual services to be performed consistent with Attachment 1 and Attachment 2 to this AMENDMENT.

Attachment 2 to this AMENDMENT reflects the reprioritized work elements completed within the general scope of services of the original contract that have been completed in lieu of the efforts stricken from the Attachment 1 to this AMENDMENT scope of services.

Compensation by CLIENT to CH2M HILL will be on the basis of:

Per conditions of the original contract dated 18 October 2005.

Other Terms:

The project schedule assumes the outlined services will be completed prior to May 31, 2008.

Services covered by this AMENDMENT will be performed in accordance with the Provisions of the original Standard Agreement for Professional Services dated 18 October 2005 and any attachments or schedules. This AMENDMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL, INC.:

Signature 

Name (printed) Thomas J. Heinemann

Title Geographic Market Lead

Date 9-5-07

SCOPE OF SERVICES

City of Grand Island – Wastewater Collection and Treatment System

Comprehensive Plan Update (Revised)

General

This attachment to the AGREEMENT between CH2M HILL, Inc., (the "Engineer") and the City of Grand Island ("City") describes the services to be rendered for a "Project" generally described as engineering services to perform a comprehensive evaluation and develop a plan for improving the wastewater treatment plant (WWTP) and the wastewater collection system.

Project Information

Project Title: Wastewater Collection and Treatment System: ~~Comprehensive Facility Plan~~ Update

Objective: Evaluate the current operation and future use of the wastewater collection and treatment system. Update the existing ~~comprehensive facility plans~~ for the wastewater treatment plant and collection system.

Work Tasks

The Engineer agrees to furnish City the following specific tasks and services:

General Tasks

Task G1 – Project Execution and Definition

Objective: Define the project and assess specific project goals.

Subtasks:

- G1.1 Conduct a half-day workshop with City staff and two members of the Engineer's project team. Facilitate the meeting to discuss project goals, project approach strategies, responsibilities and quality control procedures.
- G1.2 Identification of data and their sources will be completed during an initial data request. Additional data may be requested periodically during the project. Includes a discussion of mechanisms for transfer of this data to the Engineer.

Deliverables: Kickoff workshop meeting minutes.

Task Fee: \$ 15,000

Task G2 – Project Management and Quality Control

Objective: Provide project management and administrative activities to support the technical work performed. Monitor status and performance, and communicate with team members and other project participants on an ongoing basis. Monthly billing and status reporting for the project.

Subtasks:

- G2.1 Prepare project instructions to include a work plan including tasks, staff assignments levels of effort, costs, schedule, and quality assurance/quality control (QA/QC) procedures.
- G2.2 Perform routine project management services to include budget and schedule tracking, and coordination activities. Monthly invoices will be prepared except during any month which activities do not take place.
- G2.3 Develop, document and implement QA/QC procedures for work products. The QA/QC procedures will be included as an attachment to the project instructions. Consult with reviewers on an as-needed basis during the execution of the project to assess technical project issues. Provide continuity between the work products developed in this project.
- G2.4 Provide project archiving and filing for long-term information access.

Deliverables: Invoices, status reports, project instructions.

Task Fee: Included with other tasks.

Treatment Plant Tasks

Task F1 – Future Flow and Loading Projections

Objective: Review historic WWTP operational data to develop a plant-wide liquid and solids balance for the WWTP, to provide the basis for future flow and loading projections, and to use in evaluating the facilities. Develop flow and loading projections for 5-year, 10-year and 20-year intervals.

Subtasks:

- F1.1 Gather and review historic WWTP operational data. Components of data to be collected include flow, BOD, TSS, ammonia and TKN. City staff will provide this data to the Engineer in electronic form from 1995 to 2005. Engineer will also review previous reports for flow projections which are available from the City.
- F1.2 Update the process flow diagram, and liquid and solids balance of the WWTP showing each of the processes and the respective process flow interactions. This diagram is essentially a setup for the process modeling.
- F1.3 Population and sanitary sewer flow and loading projections will be made using growth area, density and land use projection data as described in the 2004

Comprehensive Land Use Plan, as provided by the City. Evaluate in combination with unit rates for each land use classification identified in the City's Sanitary Sewer Comprehensive Plan Update (CH2M HILL, 2000). Analysis of historic flow and loading will be used to provide input for the projections. Contact will be made with up to two major industrial contributors to the wastewater flow stream to identify future planned increases/decreases in plant production as they relate to future flows and loadings to the WWTP. Projections will be completed for both wet weather and dry weather seasons. As directed by the City, industrial flow and loading reserves will be included in the future projections.

- F1.4 Prepare a Technical Memorandum summarizing the liquids and solids balance, and the flow and load projections. Provide tabulated data showing flow and solids loading quantities for present day, 5-year (2011), 10-year (2016) and 20-year (2026) projections. Average-day, peak-month, peak-week and peak-day projections will be provided for wet weather and dry weather projections. Show data projecting with low, expected and high ranges.

Deliverables: Technical memorandum, provide both draft and final versions.

Task Fee: \$ 16,500

Task F2 – Review Regulatory Requirements

Objectives: Review existing and expected future regulatory requirements for the wastewater treatment plant.

Subtasks:

- F2.1 Review the current regulatory requirements for the wastewater treatment plant. Specifically include the City's current NPDES permit.
- F2.2 Describe anticipated future effluent limits. Meet with NDEQ to discuss future regulations that will impact the wastewater treatment plant. Based on this, develop potential future effluent limits for the wastewater treatment plant, and generally describe the impact of these effluent limits on the wastewater treatment plant.
- ~~F2.3 Review the City's current sanitary sewer collection system for compliance with the proposed Capacity, Management, Operation and Maintenance (CMOM) regulations.~~
- ~~F2.4~~F2.3 Prepare a technical memorandum to describe the regulatory issues and potential future effluent limits. Include a presentation of the existing regulations, and a discussion of potential future changes to effluent requirements. Provide estimates of the probability and timing of future regulations and limits, and describe impacts on the wastewater treatment plant.

Deliverables: Technical memorandum, both draft and final versions. Meeting summary of discussions with NDEQ.

Task Fee: \$ 8,500

Task F3 – Review of Existing Treatment Facilities

Objectives: Examine the facilities at the existing wastewater treatment plant and determine suitability for future use.

Subtasks:

- F3.1 Conduct a site visit to examine equipment, structures and treatment processes. Evaluate underground utilities and other non-visible facilities by available means, such as determination of age, operator recollection, and maintenance records. Make recommendations regarding modification or replacement of facilities. Up to three members of the Engineer's team will participate in this half-day assessment, including project manager, electrical engineer, and a project engineer.
- F3.2 Review the City's annual budget for operations and maintenance and for capital improvement of the wastewater treatment plant. Evaluate costs for each process.
- F3.3 Review of the previous facility plan report recommendations of upcoming projects, with focus on the Phase 2 projects that have not yet been completed. Determine if these projects are still applicable for implementation.
- F3.4 Review chemical usage and energy consumption, as available. Evaluate costs for each process.
- F3.5 Perform an investigation of the wastewater treatment plant's composting system and the aerobic digesters. Engineer's composting specialist, digestion specialist and project manager will visit the wastewater treatment for a one-day examination of the composting process. This trip will be separate from the investigation described in F3.1. Review current operations of the composting facility and sludge disposal. Develop alternatives for expanding the on-site operation, moving the composting operation off-site, for improving the operations of the composting system including the use of alternative types of amendment, and for other disposal options such as in-vessel composting, landfilling of raw sludge or monofilling. Review the operations of the aerobic digesters, determine appropriate operating levels, and consider the possibility of abandoning these processes. Develop short-term and long-term alternatives for the digestion facility.
- F3.6 Review wastewater treatment plant facilities that are not directly connected to the treatment process, but are necessary for the overall operation and maintenance of the plant. This could include the administration building, maintenance shops, storage facilities, sewer cleaning building, sludge lagoon and other facilities. Develop recommendations for continued use, improvement or abandonment of these facilities.
- F3.7 Review available data regarding staffing requirements for the primary sanitary sewer collection system and for the wastewater treatment plant. Review current manpower challenges and the City's organizational structure. Develop an organizational chart and describe and recommended improvements. Prepare a technical memorandum to describe the procedures of evaluation and the recommended staff changes and staff needs.

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- F3.8 Review design criteria and operation for each unit treatment process of the treatment plant. This will include a review of the operations manual and a review of the daily operating data for each process.
- F3.9 Develop Revenue Requirements: Review current operating budget, and capital budget. Review revenue and improvement plans with City staff. Engineer will develop projections of operations and maintenance (O&M) expenses over a multi-year forecast period. This analysis will include a review of base operating requirements and an evaluation of potential changes in the level of O&M spending that might occur as a result of new infrastructure or changes in operating procedure. Revenue requirements may also include cost estimates for ongoing Renewal and Rehabilitation of system assets over time
- F3.10 Prepare a technical memorandum describing the condition of existing facilities and short-term improvements. Provide background on each unit process, including design parameters and performance attributes. Provide opinion regarding the current condition and functionality of each unit process. Make recommendations, if applicable, for improvements that should be implemented to unit processes.

Deliverables: Technical memorandum, in draft and final versions. Technical memorandum by digestion and composting specialists.

Task Fee: \$ 70,500

Task F4 – Treatment and Hydraulic Modeling

Objectives: Develop a process (treatment) model and hydraulic model of the wastewater treatment plant. Use models to estimate current treatment capabilities and capacities, the impact of future regulations and effluent limits, and treatment capacity shortfalls in light of future flows and loadings.

Subtasks:

- F4.1 Models to be used are: HYDRO for the hydraulic model, and Pro2D for the process model.
- F4.2 Develop and calibrate the models using existing treatment plant data. Work together with City staff to obtain additional data or sampling, if needed, so that the models can be calibrated.
- F4.3 Models will be used by the Engineer to estimate capacity and performance capabilities of existing (baseline) unit processes at the wastewater treatment plant.
- F4.4 The process model will estimate the concentrations of the following parameters though each unit process: carbonaceous biochemical oxygen demand (CBOD), total suspended solids (TSS), ammonia (NH₄-N), nitrate (NO₃-N), nitrite (NO₂-N), total phosphorus (TP), and total kjeldhal nitrogen (TKN).
- F4.5 The hydraulic model will simulate flow through the entire plant and indicate where constrictions exist.
- F4.6 Prepare technical memoranda (one for each model) summarizing the development of the hydraulic and process models.

-
- F4.7 Using the calibrated (baseline) hydraulic and process models, assess the impact of future regulations and effluent limits on the capacity of the wastewater treatment plant. Incorporate flows and loadings previously developed as well as potential regulatory requirements into the models.
 - F4.8 Conduct a half-day workshop to present and review the findings of the model projections. Attendees include the project manager and two engineers. This workshop will be combined with the alternatives development workshop below.
 - F4.9 Summarize the results of the model projections in a technical memorandum. Provide a comparison of existing capacity with future flows and loads to identify shortfalls of treatment processes.

Deliverables: Technical memorandum draft and final versions summarizing model development. Technical memorandum, draft and final versions summarizing capacity evaluations from the modeling effort. Workshop meeting minutes.

Task Fee: \$ 27,400

Task F5 – Alternatives Analysis and Evaluation

Objectives: Identify, define and evaluate treatment process alternatives, and select alternatives for implementation.

Subtasks:

- F5.1 Identify and develop treatment process alternatives to address each unit process for the wastewater treatment plant. Alternatives will be completed for the entire range of flows and loading projections as well as for regulatory and effluent requirements within the 20-year planning period.
- F5.2 Conduct a one-day workshop to review the process alternatives and to brainstorm additional alternatives. Attendees may include up to the following: the project manager, a senior treatment professional, a senior compost professional, a senior residuals professional, the program manager and the project engineer. This workshop will be combined with the modeling projection workshop described under Subtask F4.8.
- F5.3 Analyze and evaluate the alternatives using the hydraulic and process models as applicable. Estimate capital and operational costs for each alternative. Calculate life cycle costs for the 20-year planning period. Provide an evaluation of non-monetary factors for each alternative. Evaluate physical space for the alternatives using the existing treatment plant site. Identify alternatives that may result in the need to comply with additional regulations such as waste management or air quality.
- F5.4 Conduct a one-day workshop to present, discuss and select alternatives recommended for implementation. Attendees include the project manager and the project engineer.
- F5.5 Develop a phased implementation plan for recommended alternatives. Address future regulatory impacts, including uncertainties to determine at what point

improvements are necessary. Provide an implementation schedule and cost estimates for each improvement.

- F5.6 Prepare a technical memorandum to describe the alternatives selection and evaluation process. Include a recommendation for alternatives and the implementation plan.

Deliverables: Workshop meeting minutes for alternative development, workshop meeting minutes for alternatives selection. Technical memorandum for alternatives evaluation and implementation plan.

Task Fee: \$ 44,500

Task F6 – Odor Evaluation

Objectives: Perform a special investigation into the odors generated at the wastewater treatment plant processes and at the collection system.

Subtasks:

F6.1 Conduct a one-day site visit. Attendees include the odor control specialist and the project engineer. Review operations of facilities and calculate, based on operating data, the potential for odor generation of selected facilities.

F6.2 Evaluate up to 5 areas in the collection system with known odors. Include an evaluation of onion waste at one select industrial sewer user.

F6.3 Develop and review short-term and long-term alternatives for improvement of odors at the wastewater treatment plant. Provide costs and a description of each alternative. Evaluate the operation of previously installed odor control facilities.

F6.4 Prepare a technical memorandum describing the facilities evaluated and the alternatives and recommendations.

Deliverables: Draft and final versions of the technical memorandum.

Task Fee: \$ 17,900

Task F7 – Effluent Polishing Study

Objectives: Provide a conceptual level layout and sizing for effluent polishing of flow from the wastewater treatment plant.

Subtasks:

F7.1 Conduct an investigation into the possibility of utilizing the existing lake properties for removal of wastewater treatment plant nutrients, such as phosphorus. Include an investigation of wetland treatment system for a portion of the treatment plant flow. Determine the appropriate amount of flow for this facility.

F7.2 Conduct a site visit and brief review of the existing wastewater treatment plant and nearby properties. Attendance of this one-day visit will be by the program manager and a treatment specialist.

F7.3 Review up to 3 alternatives for effluent polishing technologies. Describe alternatives in detail including the possibility of providing a cultural resource for the area. Select one alternative in conjunction with the City staff for further development and description.

F7.4 Prepare a technical memorandum describing the investigation and the recommended alternative.

Deliverables: Draft and final versions of the technical memorandum.

Task Fee: \$ 15,200

Collection System Tasks

Task C1 – Hydraulic Model Update

Objectives: Update the City's existing hydraulic model to reflect recent system improvements.

Subtasks:

C1.1 Modify the existing hydraulic model, "Stormwater Management Model" (SWMM) of the primary sanitary sewer collection system to reflect system improvements constructed since the previous report, "Sanitary Sewer Comprehensive Plan Update.

C1.2 Review and analyze winter quarter water meter records, wastewater treatment plant influent flow records and collection system operational data. Review data from the year 2000 up to the present. Records and data will be provided by the City.

C1.3 Evaluate changes to unit wastewater flow rates for various land classifications as well as diurnal patterns and peaking factors.

Deliverables: Updated hydraulic model.

Task Fee: \$ 23,600

Task C2 – Existing Collection System Hydraulic Evaluation

Objectives: Perform an evaluation of existing areas of the hydraulic model to determine areas needing improvement.

Subtasks:

C2.1 Validate the updated hydraulic model (SWMM) of the City's primary collection system by comparing results of model with City personnel historic knowledge and available historic operational data.

C2.2 Conduct a one-day workshop to present and review the hydraulic model results and the validation results. Attendees will include the project manager and an assistant engineer.

C2.3 Once the validation has been confirmed, perform a hydraulic evaluation of the existing primary sanitary sewer collection system. Evaluation shall be completed under

existing average day, peak dry day, and peak wet day flow conditions. Identify areas or pipelines needing hydraulic capacity improvement.

C2.4 Evaluate other known problem areas such as lift station wet well deterioration and other problem areas within the primary sanitary sewer collection system. Up to 10 different areas will be evaluated.

C2.5 Review existing primary sanitary sewer collection system and treatment operations and maintenance practices. Include a review of cleaning schedules, repair methods and records management. Prepare a technical memorandum outlining these practices and any recommendations for improvement.

C2.6 Prepare a brief technical memorandum describing the procedures used to update the model, to evaluate the system and the results of the evaluation.

Deliverables: Workshop meeting minutes. Draft and final versions of the technical memorandum.

Task Fee: \$ 14,700

Task C3 – Future Collection System Hydraulic Evaluation

Objectives: Perform an evaluation of future areas of the hydraulic model to determine areas needing improvement.

Subtasks:

C3.1 Conduct meetings with local agencies to identify anticipated development areas and population densities. Expected meetings include the Regional Planning Commission of Grand Island/Hall County. Expected areas of development initially include northwest Grand Island, the East Lakes region, areas along the south U.S. Highway 281 corridor, areas along the south Locust Street corridor, areas formerly in the Wood River floodplain, and the Industrial Park located in the area previously occupied by the Cornhusker Army Ammunition Plant.

C3.2 Estimate future peak dry day flows, and peak wet day flows for 5 year and 20 year planning horizons.

C3.3 Using the updated and validated hydraulic model (SWMM), perform hydraulic simulations of the system under peak dry day flow, and peak wet day flow. Simulations will be performed for 5 year and 20 year planning horizons.

C3.4 Identify collection system deficiencies based on the simulations and on operational criteria. Criteria shall be as identified in the previous Comprehensive Plan report.

C3.5 Conduct a one-day workshop to develop and review alternative collection system strategies to alleviate system deficiencies. Attendees to include the project manager and a project engineer.

C3.6 Alternatives selected during the workshop would be further refined by hydraulic model simulations.

~~C3.7~~ Prepare a technical memorandum describing the procedures used and the alternatives and results.

~~**Deliverables:** Workshop meeting minutes, Meeting minutes from local agencies. Draft and final versions of the technical memorandum.~~

~~**Task Fee:** \$ 23,100~~

Task C4 – Condition Assessment

Objectives: Evaluate areas of the collection system that are in need of repair. Develop list of projects for improvement and guidelines for future condition assessment evaluations.

Subtasks:

- C4.1 Review CCTV tapes and DVD's for a total of 12.5 miles of concrete pipelines or other areas identified by City staff. Prepare a log of defects that are present for each pipe segment and assign defect codes.
- C4.2 Calculate the structural, maintenance and overall pipe score for each segment. Assign pipe condition "grades" on the basis of these scores. Prioritize and recommend capital improvements on the basis of this condition grade.
- C4.3 Prepare condition assessment technical memorandum describing repair, replacement or other recommendations for the segments reviewed.

Deliverables: Draft and final version of the technical memorandum.

~~**Task Fee:** \$ 14,700~~

Task C5 – Hydrogen Sulfide Modeling

~~**Objectives:** Assess odor and corrosion within a portion of the collection system. The portion to be evaluated includes the area near Lift Station 15 and near Lift Station 19.~~

Subtasks:

- ~~C5.1~~ Sampling. City will collect the samples and supply instruments for sample collection, a sampling plan will be developed by the Engineer and provided for review. City staff will analyze samples for contaminant parameters as needed.
- ~~C5.2~~ Collect existing available data from City staff regarding wastewater quality and flows for the areas being evaluated. Other data to be collected includes physical layout (slope, diameter, etc.) and materials. Utilize information from the hydraulic model (SWMM) as much as possible.
- ~~C5.3~~ Identify likely locations of sulfide generation, hydrogen sulfide release and resultant potential odor and corrosion problems. Use a computer model called INTERCEPTOR for the evaluation. Expected model runs include a baseline (uncontrolled model scenario) and two additional scenarios. Utilize model to predict pipe life based on corrosion rates. Additional scenarios will evaluate the impact of liquid phase chemical treatment options.

~~C5.1 Prepare a technical memorandum to document the model results and recommendations of potential solutions to mitigate actual and potential odor and corrosion problems.~~

~~Deliverables:~~ Draft and final version of the technical memorandum. Sampling plan.

~~Task Fee:~~ \$ 23,100

Combined Tasks for Treatment and Collection

Task S1 – Reporting and Capital Improvement Plan Development

Objectives: Provide overall documentation and reporting for the collection system portion and the treatment system portion of the Project. Assist the City with development of a capital improvement plan (CIP).

Provide a prioritized list of projects for the next 20 years related to the collection and treatment systems.

Subtasks:

S1.1 Collect a list of projects as outlined from the tasks herein.

S1.2 Develop cost estimates for administrative, design and construction for each of the projects. Costs will be expressed in ~~2006-2007~~2008 dollars.

S1.3 Prioritize projects based on planned City budgeting over the planning horizon (20 years) and need. Schedule each project for implementation in a comprehensive list suitable for inclusion in to the City's CIP.

~~S1.4 Prepare a report that collects the previously completed technical memoranda related to the collections system and described herein into a single report. A separately prepared report will not be completed; rather an executive summary will be added. Organize report to include an executive summary and table of contents. A portion of the executive summary will describe the CIP.~~

~~S1.5~~S1.4 Present findings and recommendations, as requested by City staff to the City Council. Includes a total of one presentation. Attendees include the program manager and the project managers for the treatment and collection portions of the project.

Deliverables: Draft and final versions of the entire report (executive summary, CIP and technical memoranda). CD-ROM of entire report. Presentation materials for City Council presentation.

~~Task Fee:~~ \$ 31,500

Basis of Scope and Fee Development

The following key assumptions were made in the compilation of this scope of work and the estimation of level of effort. These assumptions are in addition to the scope set forth in the foregoing.

1. The City will make its facilities accessible to the Engineer, as required, for performance of the Engineer's services outlined herein and will provide labor and safety equipment as needed by the Engineer for such access.
2. Access to as-built drawings, aerial mapping, plant monitoring data and other data as requested by the Engineer will be available and provided by the City.
3. Engineer (with the City's input) will develop, facilitate and summarize each workshop. This includes developing an agenda, distributing orientation material prior to the workshop, and preparing detailed summary meeting minutes.
4. The proposed list of workshops is as shown in the table below. Some workshops are combined across separate tasks.

LIST OF WORKSHOPS
Comprehensive Plan Update

No.	Description	Attendees	Comment
1.	Kickoff Workshop, 1 day	Simon, Higbee, and Whitlock	G1.1
2.	Modeling Results Workshop, half day & Treatment Alternatives Development Workshop, 1 day (1.5 days total)	Higbee, Whitlock, Daigger, Williams, Sieger, Heinemann	F4.8 & F5.2
3.	Alternatives Evaluation Workshop, 1 day.	Higbee, Whitlock,	F5.4
4.	Hydraulic Model Results Presentation, half day	Simon, Stout	C2.2
5.	Collection Alternatives Development, 1 day.	Simon, Stout	C3.5
6.	Collection Facility Plan Presentation to City Council, 1 day (evening)	Simon, Heinemann, Higbee	S1.5 – Not a workshop presentation only

SCOPE OF SERVICES
City of Grand Island – Wastewater Collection and Treatment System

Comprehensive Plan Update – (Reprioritized Work Elements Performed within the General Scope of Services)

General

This scope has been prepared to describe fully the work that has been modified or changed from the original Comprehensive Plan Update.

Work Tasks

The Engineer has furnished City the following specific tasks and services:

General Tasks

Task M1 – Compost Pilot Unit Test Plan & Results

Activities:

- M1.1 Conduct a site visit to demonstrate odor collection sampling, evaluate temperature and pilot unit operation and describe the test plan. Meet with City's personnel regarding the "Odor Ranger" instrument. Demonstrate instrument's use, evaluate sampling locations, describe acceptable ranges and inform the personnel in its uses. Review sampling plan to ensure collection of scientific data. Site visit by senior compost professional.
- M1.2 Collect and evaluate test data from the aerated static pile compost unit. Compile the information into a spreadsheet. Data shall be collected by City personnel.
- M1.3 Prepare a technical memorandum (TM) to review the compost pilot units operation and results.

Deliverables: Draft and final version of the TM.

Task M2 – Solids Handling Alternatives

Activities:

- M2.1 Present solids handling alternatives to the Grand Island City Council in January 2006. Attendees include the program manager and the facilities project manager.

Includes preparation time for presentation. Presentation slides to be submitted at least 1 week before presentation. Describe alternatives and an update on the WWTP's current status. Coordinate with the City's Director of Public Works to include a "joint" presentation between the City and the Engineer.

- M2.2 Conduct a one-day workshop at the City of Grand Island to present and evaluate solids handling alternatives. Attendees include the program manager, senior compost professional, the facilities project manager, and a project engineer. During the workshop, describe work to date on solids handling and present alternatives. This workshop was originally intended to be completed for liquids and solids alternatives and is only partially included.
- M2.3 Perform additional evaluations of solid handling alternatives to allow more detailed information on the short-listed alternatives. Perform a financial analysis of the City's budget and determine feasibility of capital funding options.
- M2.4 Conduct a second one-day workshop at the City of Grand Island to present and evaluate detailed information on short-listed solids handling alternatives. Attendees include the program manager, the facilities project manager, and a project engineer. Present the financial analysis results at the workshop.
- M2.5 Attend a meeting between the City (Mayor and City Administrator) and Swift & Co. representatives to describe current status of Swift's flows and loads. Attendance in Grand Island by the program manager. Meet with City staff prior to this meeting to discuss meeting approach and review background of WWTP. This was partially covered by a \$7,500 purchase order.
- M2.6 Prepare a technical memorandum (TM) to evaluate and compare the City's WWTP industrial and commercial wastewater rates to other cities where Swift has a packing plant.
- M2.7 Prepare fast-facts sheet for the City's use to describe the City's industrial wastewater collection and treatment system, including the pre-treatment program. Describe pre-treatment requirements and steps, ratio of industrial flows by customer, Swift's improvements to their pre-treatment program and list the other pre-treatment permits.
- M2.8 Prepare fast-facts sheet for the City's use to describe the WWTP as a whole and its functions. Describe no of staff, operation hours, customer balance and odor improvements. This information was posted on the web site.
- M2.9 Prepare fast-facts sheet for the City's use to describe biofiltration and the aerated static pile composting processes. Give an overview of the pilot study, the cost of the unit and describe windrowing and aerated static pile composting.
- M2.10 Present solids handling short-listed alternatives (project update) to the City Council in June 2006. Attendees include the program manager and the facilities project manager. Includes preparation time for presentation. Describe solids handling alternatives selection and costs. Coordinate with the City's Director of Public Works to include a "joint" presentation between the City and the Engineer.

-
- M2.11 Prepare for and attend a WWTP walk-through with a reporter and City staff. Attendees include the program manager and the facilities project manager.
- M2.12 Prepare for and participate in a one-day workshop with City staff to be held at CH2M HILL's Denver offices to discuss wastewater solids handling recommendations. CH2M HILL participants shall include the Program Manager, Project Manager, and Facility Plan Manager.

Deliverables: Workshop meeting minutes, larger and more complete solids handling technical memorandum, Industrial flows TM (draft & final), fast-facts sheets, and presentation slides.

Basis of Scope

The following key assumptions were made in the compilation of this scope of work. These assumptions are in addition to the scope set forth in the foregoing.

1. The City will make its facilities accessible to the Engineer, as required, for performance of the Engineer's services outlined herein and will provide labor and safety equipment as needed by the Engineer for such access.
2. Access to as-built drawings, aerial mapping, plant monitoring data and other data as requested by the Engineer will be available and provided by the City.
3. Engineer (with the City's input) will develop, facilitate and summarize each workshop. This includes developing an agenda, distributing orientation material prior to the workshop, and preparing detailed summary meeting minutes.

R E S O L U T I O N 2007-217

WHEREAS, on October 11, 2005, by Resolution No. 2005-293, the City Council of the City of Grand Island approved an agreement with CH2MHill, Inc., of Englewood, Colorado, to perform engineering services for the Waste Water Collection and Treatment System Comprehensive Plan Update; and

WHEREAS, city staff has negotiated Amendment No. 1 with CH2MHill, Inc. modifying the scope of the original contract without the appropriation of additional funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to the agreement with CH2MHill, Inc., of Englewood, Colorado, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 6, 2007	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G9

**#2007-218 - Approving Application for 2007 Transportation
Enhancement Program Grant**

Staff Contact: Steve Paustian; Joni Kuzma

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: September 11, 2007

Subject: Resolution Authorizing Staff to Apply for Trail Grant

Item #'s: G-9

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

Background

One of the requirements for applying for grant funding for trail construction is to receive authorization to apply from the City Council.

Discussion

It is the intention of the Park and Recreation Department to construct a trail addition connecting the State Street Trail to the new trail addition associated with the Capital Avenue widening project (see map). Total construction and engineering costs are estimated to be \$229,044.50. The Federal match (80%) will be \$183,235.60 and the City share (20%) will be \$45,808.90.

Alternatives

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

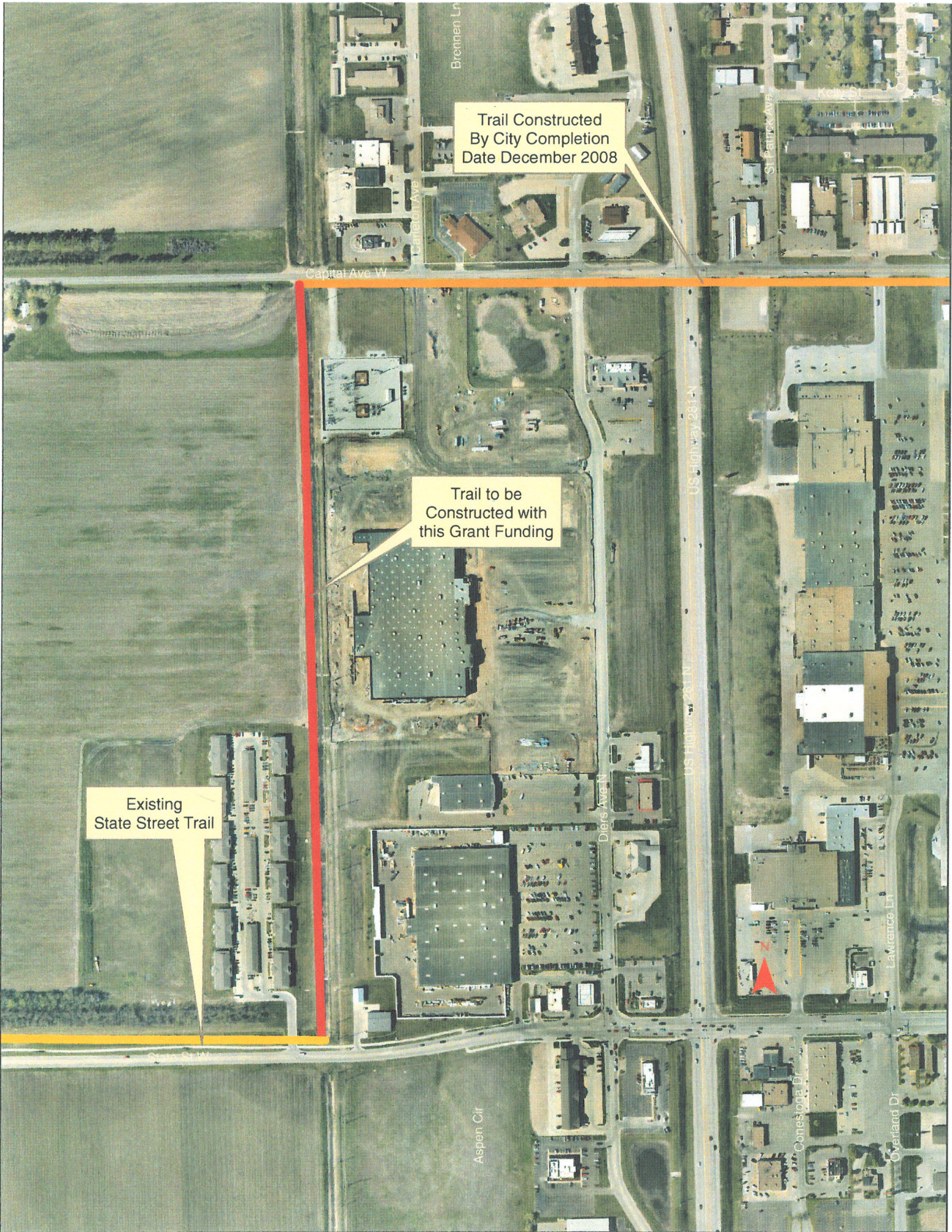
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution authorizing staff to apply for the grant.

Sample Motion

Motion to approve the resolution authorizing Park and Recreation Department staff to apply for the trail grant.



Trail Constructed
By City Completion
Date December 2008

Trail to be
Constructed with
this Grant Funding

Existing
State Street Trail

RESOLUTION 2007-218

WHEREAS, on June 10, 1996, by Resolution 96-188, the City of Grand Island approved and adopted the Parks and Recreation Comprehensive Development Plan, which included the development of a hike/bike trail system for the community; and

WHEREAS, it is the intention of the Parks and Recreation Department to construct a trail addition connecting the State Street Trail to the new trail addition associated with the Capital Avenue widening project; and

WHEREAS, the City of Grand Island is requesting grant funding for such project; and

WHEREAS, if granted, assistance would be provided for 80% of the project costs, for a total of \$183,235.60; and

WHEREAS, the City of Grand Island, Nebraska, has available a minimum of 20%, for a total of \$45,808.90 of the project cost and has the financial ability to operate and maintain the completed facility in a safe and attractive manner for public use.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island supports the construction of the hike/bike trail, and further approves and authorizes an application for assistance from the Transportation Enhancement Program for the purpose of constructing such trail.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such application and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ? _____
September 6, 2007 ? City Attorney



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G10

**#2007-219 - Approving Contract with Olsson Associates for
Engineering Services for Construction of the River-Way Hike/Bike
Trail**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: September 11, 2007

Subject: Construction Engineering Services for Riverway
Hike/Bike Trail

Item #'s: G-10

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

Background

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

Discussion

Following the protocol required for the grant, engineering proposals were solicited. The City received five proposals. The proposal deemed most satisfactory as ranked by the selection committee was provided by Olsson Associates of Grand Island and Lincoln, NE. The State has agreed with the engineering firm selected and has drafted a contract. The engineering contract calls for a set fee of \$29,957.00 for construction engineering. The grant will pay 80% of all costs associated with the contract.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award a construction engineering contract to Olsson Associates for the design of the Riverway Trail.

Sample Motion

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

CONSULTANT AGREEMENT

PROJECT NO. STPB-40(53), CONTROL NO. 42428
CITY OF Grand Island
Olsson Associates, Inc.
CONSTRUCTION ENGINEERING SERVICES
Grand Island River Way Trail

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

WITNESSETH:

WHEREAS, the City is planning to construct a 1.8 mile, 10-foot wide concrete trail. The project begins at the northeast corner of Hall County Park and extends eastward on top of a recently completed levee that is part of the Wood River flood diversion project. The trail intersects with Locust Street, crosses at grade, and then turns north where it will connect to a ¼ mile long trail being developed as part of a Wal-Mart retail outlet, and

WHEREAS, the work will be done under the project designation of Project No. STPB-40(53), and

WHEREAS, Federal regulations provide that the State shall have the responsibility for the construction of all Federal-aid projects, and will be responsible for insuring that such projects receive the same degree of supervision and inspection as projects constructed under a contract let and directly supervised by the State and that the project is completed in conformity with approved plans and specifications, and

WHEREAS, the City and State do not have sufficient personnel available for such supervision and inspection, and

WHEREAS, the City may employ a consultant to provide construction engineering services, and

WHEREAS, the City agrees to provide a City employee or Consultant to be in responsible charge and direct control of the project at all times, and

WHEREAS, it is the desire of the City that the Consultant furnish project management, construction staking, inspection and field testing engineering services for this project, and

WHEREAS, the Consultant is willing to perform such work according to the terms hereinafter provided, and the Consultant does represent that it is in compliance with the Nebraska Statutes relating to the registration of professional engineers, and hereby agrees to comply with all Federal, State, and local laws and

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

SECTION 1. DEFINITIONS:

WHEREVER in this agreement the following terms are used, they will mean:

"CITY" means the City of Grand Island of the State of Nebraska, the Mayor or an authorized representative.

"STATE" means the Nebraska Department of Roads of the State of Nebraska, Lincoln, Nebraska, the Director of the Department, or an authorized representative of the Director.

The State is representing the United States Department of Transportation on this project and any reference to the "State" in this agreement means the State on behalf of the United States Department of Transportation.

"CONSULTANT" means the firm of Olsson Associates, Inc., whose business and mailing address is 201 East 2nd Street, PO Box 1072, Grand Island, Nebraska, 68002-1072.

"FHWA" means the Federal Highway Administration, Department of Transportation, Washington, DC 20590, acting through its authorized representatives.

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

"PROJECT MANAGER" means that person appointed by the City to oversee the project construction and to ensure that the project is built in compliance with all the terms of this agreement and requirements for Federal funding.

"STATE REPRESENTATIVE" means an employee of the State designated by the State to review the project and to assist the City in complying with requirements for Federal funds.

"ENHANCEMENT PROGRAM CONSULTANT" means Sinclair Hille Architects whose business and mailing address is 700 Q Street, Lincoln, NE 68508, Attention: Andrea Bopp.

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

To "SUSPEND" the work means the City has determined the progress is not sufficient or the conditions or intentions as originally existed have changed or the work completed or submitted is unsatisfactory and the work as contemplated in this agreement should be stopped on a temporary basis. This cessation will prevail until the City determines to abandon or terminate the work or to reinstate under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement will be the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined in this agreement and as determined by the City.

SECTION 2. GENERAL DESCRIPTION OF SCOPE AND CONTROL OF THE WORK:

The Consultant shall, upon receipt of Notice to Proceed, perform all the project management, construction staking, inspecting and field testing services required under this agreement for Project STPB-40(53), Grand Island River Way Trail, in Hall County, Nebraska, as outlined in the attached EXHIBIT "A" Scope of Inspection and EXHIBIT "B," Consultant's Proposal, attached and made a part of this agreement.

The services in order to remain eligible for Federal funding must be performed to the satisfaction of the City and State and in accordance with State and Federal applicable publications and regulations.

The Consultant has furnished a personnel chart or list in EXHIBIT "B". Any major deviation from or revision in the classifications or personnel shown in the chart or list must receive the prior approval of the City. All personnel replacements must be made with persons of equal ability or experience and failure to provide capable replacements to keep the work on schedule will be cause for termination of this agreement, with settlement to be made as provided for in this agreement.

The Consultant's services include, but are not limited to project management, advance staking, conducting the preconstruction conference, staking and inspection during project construction, preparing As-Built plans, progress computations, final computations, and preparing contractor change orders.

The Consultant, its Subcontractors or their employees shall not perform any work on the project that is the responsibility of the construction contractor.

A Consultant who provides both project engineering services for the contracting agency and engineering services for the project construction contractor is operating under an arrangement that gives the appearance of a possible conflict of interest and is unacceptable for Federal-aid work.

SECTION 3. TIME OF BEGINNING AND COMPLETION:

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

The Consultant shall complete all work required under this agreement in a satisfactory manner within 45 calendar days after acceptance of the project by the City and State. Any costs incurred after the completion deadline are not eligible for reimbursement unless the City has approved an extension of time.

SECTION 4. IT IS MUTUALLY AGREED THAT:

- A. The City and State retain the right to perform any services on this project with their own staff.
- B. The State's District Engineer will assign a state employee from the District to be the State Representative for the project. The State Representative will assist the City in complying with the construction contract, design plans, scope of work or services, federal and state regulations, statutes, etc. in order that federal funds can be expended on this project. The Representative will review the project for compliance for federal funds, and will notify the city that project is acceptable or unacceptable. If the representative determines the project is unacceptable, the Representative will notify the City in writing, stating why the work is not in compliance with the requirements, etc., and that federal funds for the project are considered in jeopardy.
- C. The Consultant shall advise the State's Highway Disadvantaged Business Coordinator when it appears any Disadvantaged Business Enterprise (DBE) is in need of assistance. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Plans and Specifications.
- D. Prior to the start of construction, the Consultant shall respond and be on the project with no more than 24 hours written notice by the City. The Consultant, in cooperation with the City, shall closely coordinate the number of people the Consultant will provide for the required staking, inspection, and field testing operations.
- E. The performance of all work under this agreement will be subject to the inspection and approval of the City and State and must be in accordance with the Construction Contractor's working schedule.
- F. The Consultant shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated in this agreement.
- G. The completion time will not be extended because of any avoidable delay attributed to the Consultant but delays attributed to the Contractor, City or State will constitute a basis for an equivalent extension of time.
- H. Whenever possible, the sampling and testing frequency and methods of construction must be done according to the current State of Nebraska Materials and Sampling Guide, and the State Standard Methods of Tests (www.dor.state.ne.us), the special provisions of the construction contract, or as may be directed by the State Representative. If the Guide does not apply or cannot be followed for some good reason, then the Consultant shall follow the direction of the State Representative in regards to what needs to be done to provide a satisfactory result for the project.

SECTION 5. FEES AND PAYMENTS:

- A. For performance of the work as outlined in this agreement, the consultant will be paid a fixed-fee-for-profit of \$2,460.00, as defined in paragraph D of this section, and up to a maximum amount of \$27,497.00 for actual costs as defined in paragraph E of this section, that are allowable subject to the terms of this agreement and the federal cost principles contained in the Federal Acquisition Regulation (48CFR31). The total agreement amount is \$29,957.00.
- B. The Consultant is responsible for determining if its actual costs will exceed the maximum amount stated above. If at any time during this project, the Consultant determines that its costs will exceed, or have exceeded, the maximum amount stated above, the consultant must immediately notify the City in writing and describe which costs are causing the overrun and the reason. The Consultant must also estimate the additional costs needed to complete the work. The City will then determine if the maximum amount is to be increased, and request the Enhancement Program Consultant prepare a supplemental agreement. The City will not be obligated for costs in excess of the maximum amount not approved in advance.
- C. The City is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date as stated in this agreement.
- D. The fixed fee is computed upon the direct salary or wage costs, indirect salary costs, indirect non-salary costs, and direct payroll additives. The fixed fee is not allowable upon direct non-salary costs.
- E. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

1. Direct Labor Costs

Direct labor costs are the wages paid to employees for the time they are working directly on the project. For hourly employees, the Consultant shall bill the project at the employee's straight time hourly rate for regular hours worked and at 150% of the employee's straight time hourly rate for overtime hours paid to the employee in accordance with the Consultant's overtime policy. Regular hours must be defined as forty hours of work per calendar week performed on this project. Any hours performed by hourly employees over forty hours on this project per calendar week, will be eligible for overtime wages at 150% of the employee's straight time hourly rate. When overtime is included in the Consultant's overhead rate calculation, the Consultant shall not bill overtime as a direct labor cost. For salaried employees, the Consultant shall determine the hourly earnings rate by dividing the employee's fixed annual compensation by the number of hours normally expected to be worked that year. In those pay periods when the salaried employee works more hours than normally expected and does not receive additional compensation at least equal to the normally expected hourly rate, the rate for the pay period will be determined by dividing the actual compensation by the actual hours reported.

The rates shown herein for direct labor are rates estimated to be in force at the mid-point of the contract for the purpose of estimating the hourly cost of the work. The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

2. Direct Non-Labor Costs

Charges in this category include per diem expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this contract and other similar items. Payment for these items must be made on receipted invoices, whenever possible, or on certified billings of the Consultant. For purposes of standardization of this agreement, the following expenses will be reimbursed at the rates indicated:

Automobile	- \$0.485 per mile
Survey Vehicle	- \$0.51 per mile
Lodging	- Actual cost, not to exceed \$45.00 per person daily

Meals - Actual cost not to exceed:

Breakfast	\$ 6.00
*Lunch	\$ 8.00
Dinner	<u>\$16.00</u>
	<u>\$30.00</u> (Includes tax and gratuity)

For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

- | | | |
|------------|-----|---|
| Breakfast: | (a) | Employee is required to depart at or before 6:30 a.m., or |
| | (b) | Employee is on overnight travel. |
| Lunch: | (a) | Employee <u>must</u> be on overnight travel. No reimbursement for same day of travel. |
| | (b) | Employee is required to leave for overnight travel at or before 11:00 a.m. or |
| | (c) | Employee returns from overnight travel at or after 2:00 p.m. |
| Dinner: | (a) | Employee returns from overnight travel or work location at or after 7:00 p.m. or |
| | (b) | Employee is on overnight travel. |

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee. The Consultant is not required to provide the City with meal receipts, but shall note the actual costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town.

3. Overhead Costs

Overhead costs include indirect salary costs, indirect non-salary costs, and direct salary additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this section.

4. Payments and Retention

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

Monthly invoices must include a progress report which indicates the percent of work completed during the period, until the work is complete.

The Consultant will be paid 100% of actual cost and 100% of the fixed fee until 90% of the fixed fee has been paid. The final 10% of the fixed fee will be retained until completion of the work, acceptance by the City and State and a final audit, if determined necessary by the State, of all invoiced amounts has been completed by the State or its authorized representative.

The City will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the City determines that the work is satisfactory.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the City for all claims and liability to the Consultant, its representatives and assigns, for any and all things done, finished, or relating to the services rendered by or in connection with this agreement or any part thereof. The Consultant agrees to reimburse the City for any overpayments discovered by the City or its authorized representative. The Consultant shall maintain, and also require that any Subconsultants/Subcontractors maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. Such materials must be available for inspection by the City, State, FHWA, or any authorized representative of the State and federal government, and the Consultant shall furnish copies to those mentioned in this section, when requested.

SECTION 6. CHANGE OF PLAN, ABANDONMENT, SUSPENSION AND TERMINATION:

In the event the Construction Contractor does not complete the work within the contract time allowance of 277 working days, the total contract amount may be adjusted by a supplemental agreement to establish the compensation to be made for services performed after expiration of the time allowance as adjusted or extended in accordance with the Specifications.

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

Additions to the scope of services, if approved by the City, will require negotiation of a supplemental agreement. For any work beyond the scope of services, the Consultant will be required to document the additional work, estimate the cost to complete the work and receive approval from the City before beginning the work. Any of the work performed prior to approval will be done at the expense of the Consultant.

The City can abandon the project or change the general scope of work at any time and such action on its part will in no event be deemed a breach of contract.

The City can suspend or terminate work under this agreement at any time. The City will give the Consultant seven days written notice of the suspension or termination. If the City abandons the work, or subtracts from the work, suspends the work or terminates the work as presently outlined, the Consultant will be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the City can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the City will consider the work performed by the consultant prior to abandonment or termination to the total amount of work contemplated by this agreement.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, will be the property of the City and the Consultant shall immediately deliver all documents to the City. All reports, records, results and working papers arising from the work of the Consultant will be the property of the City. The Consultant shall not release or make use of same for any purpose whatever without the specific written permission of the City.

The Consultant will be compensated for any leased or rented equipment required on the project for the remaining time of a lease or rental contract up to a maximum time of thirty days from the date of written suspension or termination, less any credit the Consultant receives from the lessor, provided that the Consultant cannot utilize the equipment on another project.

SECTION 7. PROFESSIONAL CARE:

The Consultant understands that the City will rely on the professional performance and ability of the Consultant. Any examination by the City or the State, or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant that would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further acceptance or approval of any of the plans or work of the Consultant by the City and State or of payment, partial or final, will not constitute a waiver of any rights of the City to recover from the Consultant damages that are caused by the Consultant due to error, omission or negligence of the Consultant in its work. If the Consultant discovers errors in its work, the Consultant shall notify the City within seven days. Failure of the Consultant to notify the City will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the City caused by error, omission or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the City.

SECTION 8. CITY TO FURNISH

- A. Project Manager or City contact person to assist the Consultant as required by the State.
- B. Two sets of project construction plans.

SECTION 9. CONSULTANT TO FURNISH OR PERFORM:

The Consultant shall furnish and do the following items and services:

- A. Safety equipment as required by OSHA and other safety regulatory agencies. Projects associated along railroad areas may restrict the use of hard hats, ball caps, vests or shirts of certain colors. The Consultant shall coordinate with the State Representative and the railroad company as to specific project requirements for that railroad area.
- B. All sampling and testing as required in the current State Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us) or applicable AASHTO or ASTM procedures.
- C. All portable surveying signs, consultant to install and remove.

- D. Submit copies of the field tests and reports as outlined in EXHIBIT "A" monthly to the City's Project Manager.
- E. Prepare contractor change orders.
- F. Construction stakes, nails and flagging material for survey party.
- G. Plant inspection of concrete materials for project.
- H. Calibrate and check testing and sampling equipment prior to commencing work.
- I. Project signing plan.
- J. Signs, and check reflectivity of barricades.
- K. Holiday detector.
- L. The Consultant shall perform all required services under the direct supervision of a registered Professional Engineer licensed to practice in the State of Nebraska.
- M. Prepare and keep: detailed notes, computations and measurements, records of quantities of pay items used in the work, records of those materials entering the work site, the tests or basis of acceptance of these materials, and a daily record of the contractor's operation and project work. Also included will be Wage Interview Reports (if necessary), working day reports, contractor progress estimates, contractor payrolls and statements of compliance and evaluation reports of the contractor (if necessary). If the wage interview report is deemed necessary for the project, it needs to be completed every six months.
- N. Provide copies of the reports, estimates, statement, and evaluations to the City and the State Representative as per their desired schedule.
- O. Project staking including, but not limited to staking the centerline, bench levels, control point tie out, and construction reference points, and final measurements.
- P. Upon completion of the work, the Consultant shall prepare As-Built plans in black ink on full size plan sheets and a summary of the final quantities of all contract items, which together with all original notes, computations, measurements, and records outlined in this agreement for submittal to the City. The Consultant shall certify in writing as to the completeness of the reports, verifications and analyses, and shall affix to the summary sheets the signature of a Professional Engineer employed by the Consultant licensed to practice in the State of Nebraska. The Consultant shall deliver the completed As-Built plans and the final quantities, related documents to the City no later than forty-five calendar days after the City and State accept the construction of this project.

If the delivered As-Built plans and the final quantities are not complete or accurate to the satisfaction of the City and State, the City will return them to the Consultant for correction and completion. The Consultant shall make the corrections without expense to the City and return them to the City within ten working days from the date of receipt. Additional work required to complete previous incomplete submittals will be paid for according to the FEES AND PAYMENTS section in this agreement. The time used by the City to review the As-Built plans and the final quantities or any delays not attributable to the Consultant will not be counted in determining the calendar days the Consultant used in completing the As-Built plans and the final quantities.

If the Consultant fails to deliver the acceptable completed As-Built plans and the final quantities to the City within the time frame described in this agreement, liquidated damages in the amount of 100 dollars will be charged for each additional calendar day that the work remains uncompleted.

SECTION 10. OWNERSHIP OF DOCUMENTS

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

SECTION 11. FORBIDDING USE OF OUTSIDE AGENTS:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit to secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other

consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the City can annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, percentage, brokerage fee, gift, or contingent fee.

SECTION 12. NON-RAIDING CLAUSE:

The Consultant shall not engage the services of any person or persons presently in the employ of the City or State for work covered by this agreement without the prior written consent of the employer of such persons.

SECTION 13. GENERAL COMPLIANCE WITH LAWS:

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

SECTION 14. DISPUTES:

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

SECTION 15. RESPONSIBILITY FOR CLAIMS AND LIABILITY:

The Consultant agrees to save harmless the City from all claims and liability due to the negligent activities of the Consultant or those of the Consultants, subconsultants, agents, or its employees. In this connection, the Consultant shall for the life of this agreement, carry insurance of the following types in at least the following amounts:

1. Bodily Injury and Property
Damage with a combined
single unit of liability of \$500,000 each occurrence
or Bodily Injury
General and Automobile \$250,000 each person
General and Automobile \$500,000 each occurrence
Property Damage
General and Automobile \$250,000 each occurrence
General \$500,000 aggregate
2. Workmen's Compensation – Statutory

The insurance referred to in Number 1 above must be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Consultant may at its option provide the limits of liability as set out above by a combination of the above described policy forms and excess liability policies. The Consultant shall furnish proof of insurance coverage to the City.

SECTION 16. SUCCESSORS AND ASSIGNS:

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

SECTION 17. DRUG-FREE WORKPLACE POLICY:

The Consultant shall have on file with the State an acceptable drug-free workplace policy.

SECTION 18. FAIR EMPLOYMENT PRACTICES ACT:

The Consultant agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Sections 48-1101 through 48-1126, Nebraska Revised Statutes (Reissue 1998), which is hereby made a part of and included in this agreement by reference.

SECTION 19. DISABILITIES ACT

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

SECTION 20. DISADVANTAGED BUSINESS ENTERPRISES:

A. Policy

The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR 26 will have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and incorporated by this reference into this agreement.

B. Disadvantaged Business Enterprise Obligation

The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR 26 have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure the disadvantaged business enterprises have the maximum opportunity to compete for and perform subcontracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

Failure of the Consultant to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the City and State.

The SUBLETTING ASSIGNMENT OR TRANSFER section of this agreement further explains the Consultant's responsibility in ensuring that disadvantaged business enterprises have the maximum opportunity to compete for subcontracts.

SECTION 21. NONDISCRIMINATION:

- A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such agreement sanctions

as it or the FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination or suspension of this agreement, in whole or in part.

- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraph A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Consultant becomes involved in, or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the State enter into such litigation to protect the interests of the State, and in addition, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

SECTION 22. SUBLETTING ASSIGNMENT OR TRANSFER:

Any subletting, assignment or transfer of any services to be performed by the Consultant is hereby prohibited unless prior written consent of the City and State is obtained.

If the Consultant chooses to utilize any Subconsultant for work covered under this agreement, the Consultant shall enter into an agreement with the Subconsultant. All Subconsultant agreements for work covered under this agreement in excess of \$10,000.00 shall contain all required provisions of this agreement. No right of action against the City shall accrue to any Consultant by reason of this agreement.

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

SECTION 23. FINANCIAL INTEREST LIMITATIONS: NOT USED

SECTION 24. CONFLICT OF INTEREST

By signing this agreement, the Consultant certifies that it has no financial or other interests in the outcome of this project.

SECTION 25. CONSULTANT CERTIFICATION:

The Consultant hereby certifies that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, current, and subject to adjustment, if required, as provided by Sections 81-1701 through 81-1721, Nebraska Revised Statutes (Reissue 1994).

After being duly sworn on oath, I do hereby certify that except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- A. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
- B. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
- C. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

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

- A. By signing this Agreement, the Consultant is providing the certification set out below.

- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City may terminate this agreement for cause of default.
- D. The Consultant shall provide immediate written notice to the City if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- F. The Consultant agrees that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City before entering into this agreement.
- G. The Consultant further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the City or State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- H. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- I. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the City may terminate this agreement for cause or default.

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

- A. The Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A)42428 of this certification; and
 4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this Agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

SECTION 26. CERTIFICATION OF CITY:

After being duly sworn on oath, I Mayor Margaret Hornady, (print the full name) has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- A. employ or retain, or agree to employ or retain, any firm or person, or
- B. pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

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

SECTION 27. ALL ENCOMPASSED:

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

STATE OF _____)
)ss.
_____ COUNTY)

EXECUTED by the Consultant this _____ day of _____, 20____.

Title _____

Notary Public

EXECUTED by the City this _____ day of _____, 20_____.

THE CITY OF Grand Island, NEBRASKA

Mayor

SCOPE OF INSPECTION
Grand Island River Way Trail
NDOR Project No.: STPB-40(53); Control No. 42428

Group A		
1	6" Concrete Bike Trail	Field inspection, slump and air tests, concrete tickets, form inspection, placement, concrete cylinders, etc., notebook record.
2	Install Bollard	Field inspection, field measurement, notebook record.
3	Remove and Relocate Light Pole	Field inspection, field measurement, verification of removal and resetting, notebook record.
4	Build Pull Box	Field inspection, verification of work performed, notebook record.
5	Remove and Salvage Gate	Field inspection, field measurement, verification of removal and salvage, notebook record.
6	Remove and Reset End Post	Field inspection, field measurement, verification of removal and resetting, notebook record.
7	Remove Barbed Wire Fence	Field inspection, field measurement, verification of removal, notebook record.
8	Grind Curb	Field inspection, inspection report, notebook record.
9	Remove Concrete Median	Field inspection, field measurement, verification of removal, notebook record.
10	Remove Right of Way Marker	Field inspection, field measurement, verification of removal, notebook record.
11	Build Silt Fence	Field inspection, notebook record.
13	Earthwork	Field inspection, quantity computations, moisture density tests, notebook record.
Group B – Locust St. Undercrossing and North Levee		
1	6" Concrete Bike Trail	Field inspection, slump and air tests, concrete tickets, form inspection, placement, concrete cylinders, etc., notebook record.
2	Remove and Salvage Gate	Field inspection, field measurement, verification of removal and salvage, notebook record.
3	Earthwork	Field inspection, quantity computations, moisture density tests, notebook record.
4	Seeding	Field inspection, measurement, verification of work performed and quantities used, daily report, notebook record.
5	Erosion Control Type A	Field inspection, measurement, notebook record.
6	Overexcavation	

The following is applicable to all work covered under this agreement
The Consultant will perform all tests, which relate to control of construction.

The sampling and testing frequency and methods shall be in accordance with Volume II, State of Nebraska Materials Sampling Guide and any supplements to the Guide.

The project staking shall include, but not be limited to staking the centerline, control point tie out, and construction reference points, and final measurements.

GENERAL: Each inspector will record a weekly record of project work. This record should be included in one of the other project notebooks or in a separate notebook.

The Consultant shall be responsible for the following:

- (A) Wage Interview Reports.
- (B) Furnishing the detailed information and quantities to the State's Representative if requested for the following:
 - (1) Working Day Reports.
 - (2) Weekly Progress Measurements.
 - (3) Contractor Progress Estimates.
- (C) Contractor Payrolls and Statements of Compliance.
- (D) Contractor EEO Reports and Contractor EEO Compliance Record if required

Personnel Hours Matrix Construction Engineering
Riverway Trail
Grand Island, Nebraska
NDOR Project No. STPB-40(53)
NDOR Control Number 42428
August 14, 2007

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

	Project Engineer	Design Technician	Construction Observer	Senior Surveyor	Survey Technician	Survey Technician		Clerical
1. Preliminary Survey								
A. Verify & Set Additional Horizontal & Vertical Control			2.0	1.0	2.0			
B. Survey Stakeouts		4.0	2.0					
C. Grade Stakes for Undercrossings			4.0	1.0	4.0			
D. Pavement Hubs (500)				4.0	36.0	36.0		
E. Miscellaneous Staking			4.0		4.0			
2. Construction Observation								
A. Conduct Pre-Construction Meeting	4.0		4.0					1.0
B. Shop Drawing Review	2.0		2.0					
C. Coordination with Utilities	2.0		2.0					1.0
D. Construction Observation (8 weeks)	16.0	8.0	240.0					
E. Coordination with NDOR	4.0		2.0					
F. Coordination with Corps	8.0		2.0					
G. Bridge Undercrossing Additional Testing	2.0		6.0					
3. Miscellaneous Office Work								
A. Assume 2 Change Orders	2.0		4.0					1.0
B. Daily Diary & Weekly Reports	5.0		18.0					
C. Measurement of Quantities & Pay Estimates	2.0		8.0					
D. Final Walk Thru w/ Corps & City	4.0		4.0					
E. As-built Package	4.0		12.0					1.0
Subtotal (Hours)	55.0	12.0	316.0	6.0	46.0	36.0	0.0	4.0
	Hours	\$/Hour	Cost					
Project Engineer (Matt Rief)	55.0	\$34.62	\$1,904					
Design Technician (Zack Loomis)	12.0	\$18.50	\$222					
Construction Observer (Noah Seim)	316.0	\$18.50	\$5,846					
Senior Surveyor (Jia Andrist)	6.0	\$22.16	\$133					
Senior Technician (Rod Zulkoski)	46.0	\$17.05	\$784					
Survey Technician (David Ciancio)	36.0	\$14.25	\$513					
Clerical (Enid Cederlind)	4.0	\$14.60	\$58					
			Direct Labor Subtotal:	\$9,461				
			Overhead @ 160.0%:	15,137				
			Subtotal	\$24,598				
			Profit (10%):	2,460				
			Total Labor:			\$27,058		
Direct Costs	Amount	Unit Cost	Cost					
Mileage (\$0.49/mile)	600	\$0.49	\$294					
GPS Equipment (\$25/hour)	20	\$25.00	\$500					
Phone			\$200					
Postage			\$40					
Duplication			\$100					
Subtotal:				\$1,134				
Testing	Quantity	Unit Price	Amount					
Densities	30	\$20	\$600					
Proctors	2	\$150	\$300					
Concrete Cylinders, Slump & Air	6	\$20	\$120					
Cylinder Breaks	18	\$12	\$216					
Subtotal:				\$1,236				
Survey Materials	Quantity	Unit Price	Amount					
Flags (Bundles)	2	\$20	\$40					
Nails (Lbs.)	2	\$7	\$14					
Hubs (Bundles)	20	\$10	\$200					
Guards, Slope stakes, Etc...Stakes (bundles)	5	\$15	\$75					
Lathe (bundles)	20	\$10	\$200					
Subtotal:				\$529				
			Total Direct Costs:			\$2,899		
Total Estimated Fees:						\$29,957		

RESOLUTION 2007-219

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

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

WHEREAS, Olsson Associates of Grand Island, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals in the amount of \$29,957.00; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Consultant Agreement with Olsson Associates of Grand Island and Lincoln, Nebraska for engineering consulting work for the design and construction of the Riverway Hike/Bike Trail, is hereby approved at a cost of \$29,957.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2007	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G11

**#2007-220 - Approving Bid Award - High Energy Piping
Inspection - Platte Generating Station**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Wesley Nespor, Asst. City Attorney/Purchasing

Meeting: September 11, 2007

Subject: High Energy Piping Inspection – Platte Generating Station

Item #'s: G-11

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

Background

Platte Generating Station is scheduled to be shut down for repairs during the month of October 2007. The main steam, hot reheat, and cold reheat piping supply steam to the turbine from the boiler at pressures over 1800 pounds per square inch and 1000 degrees. Defects in the piping materials can develop after long exposures to these high pressures and temperatures. Failure of these piping systems can result in extreme damage to plant facilities and injury or death to personnel. Standard industry practice is to perform non-destructive examinations of these piping systems periodically. The insulation on these various piping areas needs to be removed, the piping inspected, and the insulation replaced, while the power plant is out of service. These types of inspections have been performed on critical plant equipment at Platte, but have not been done yet on the piping. Specifications for High Energy Piping Inspection were developed by plant staff and issued for bid in accordance with City purchasing procedures.

Discussion

The specifications for the High Energy Piping Inspection were advertised and issued for bid in accordance with the City Purchasing Code. One response was received from the following bidder. The engineer's estimate for this project was \$150,000.00.

Bidder
MHT Access Services, Inc.

Bid Price
\$120,908.00

The Bid was reviewed by Utility Engineering staff. It is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the contract for High Energy Piping Inspection to MHT Access Services, Inc. from Houston, TX, as the low responsive bidder, with the bid price of \$120,908.00.

Sample Motion

Motion to approve award of the bid of \$120,908.00 from MHT Access Services, Inc. for the High Energy Piping Inspection as submitted.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 30, 2007 at 11:00 a.m.
FOR: High Energy Piping Inspection
DEPARTMENT: Utilities
ESTIMATE: \$150,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: August 18, 2007
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: MHT Access Services, Inc.
Houston, TX
Bid Security: \$6,045.40
Exceptions: None

Bid Price: \$120,908.00

cc: Gary Mader, Utilities Director
Pat Gericke, Utilities Admin. Assist.
Rodger Zawadniak, Utilities Dept.
Wes Nespor, Assist. City Attorney

Bob Smith, Assist. Utilities Director
Karen Nagel, Utilities Secretary
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

P1185

RESOLUTION 2007-220

WHEREAS, the City of Grand Island invited sealed bids for High Energy Piping Inspection, according to plans and specifications on file with the Utilities Department, Platte Generating Station; and

WHEREAS, on August 30, 2007, one bid was received, opened and reviewed; and

WHEREAS, MHT Access Services, Inc., of Houston, Texas, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$120,908.00; and

WHEREAS, the bid of MHT Access Services, Inc. is less than the estimate for the High Energy Piping Inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of MHT Access Services, Inc., of Houston, Texas, in the amount of \$120,908.00 for High Energy Piping Inspection is hereby approved as the lowest responsible bid and the Mayor is authorized to execute an agreement on behalf of the city for such services.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 6, 2007	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G12

**#2007-221 - Approving Renewal of Boiler & Machinery
Insurance - Utilities Department**

Staff Contact: Gary R. Mader;David Springer;Wesley Nespor

Council Agenda Memo

From: Gary R. Mader, Utilities Director
David Springer, Finance Director

Meeting: September 11, 2007

Subject: Boiler and Machinery Insurance – Utilities Department

Item #'s: G-12

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

Background

The Utilities Department Boiler and Machinery Property Peril and Fire coverage insurance is up for renewal as of October 1, 2007. This insurance is specifically designed for Electric Utilities and is readily adaptable to the Water Utility, which is also included in the coverage. The Utilities Department's insurance provider, FM Global, provided the attached proposal (attachment #2) for renewal of the present coverage.

The proposal outlines minor changes to the current policy, dealing with clarification of definitions of terms, adding coverage for power lines within 1000' of a substation, and increasing total covered valuation by 9% to \$360,817,829.

Additionally, in the proposal, there are extensive explanations of terrorism coverage, both certified and non-certified. The City Council firmly rejected the terrorism coverage several years ago, and it has not been included in subsequent renewals. Price quotes for terrorism coverages are provided in the proposal along with a Policy Holder Disclosure form (attachment #1) for execution by the City. FM Global requires execution of the form, either accepting or rejecting terrorism coverage. The current renewal does not include terrorism coverage. The complete policy is available in the Utilities and Finance offices for review. The renewal proposal and proposed policy have been reviewed by the Legal and Finance Departments.

Discussion

The premium for the renewal of the Boiler and Machinery, Property Peril, and Fire coverage is \$375,813.00, which is a 2% increase from the current policy premium.

Additionally, FM Global is a mutual company of insureds. Recent good claims records of insureds has resulted in a premium refund from the current year in the amount of \$49,663.00.

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 renewal of the Utilities Department's Boiler and Machinery, Property and Peril, and the Fire Insurance with FM Global and, if Council agrees, authorization of the Utilities Director to execute the Notice of Terrorism Insurance Coverage form to decline that coverage.

Sample Motion

Motion to approve acceptance of the FM Global insurance for the Utilities Department, with authorization to decline the Terrorism Coverage.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Date: August 24, 2007

Insured Name: City of Grand Island
Account Number: 05249

Insurer Name: Factory Mutual Insurance Company

The Terrorism Risk Insurance Act of 2002, as extended on December 22, 2005, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 90% (85% IN 2007) OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF October 01, 2007, THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for a pro rated premium from the Policy's inception date through December 31, 2007 of USD5,340 (an annual premium of USD21,419. This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

Policyholder / Applicant Signature

Print Name

Date



ATTACHMENT #1

Proposal

City of Grand Island
August 24, 2007



ATTACHMENT #2

Proposal



Overview

We remain committed to protecting the value created by The City of Grand Island with strong engineering support and a stable insurance program. Your loss prevention program protects you from unwanted interruptions to your business, and unplanned expenses. A stable insurance program commits large capacity to 100% of The City of Grand Island's property risks.

Accomplishments

Over the last year, FM Global and The City of Grand Island have accomplished the following:

A Client Service Plan was completed that serves as an agreement and map to focus our efforts toward completing mutual objectives. Some of these important objectives include;

Collaboration of Field Engineering, Account Engineering and Grand Island management during the most recent field engineering visits to ensure the focus of risk improvement.

Agreement to issue the renewal policy by September 14.

Set a time frame for installing automatic sprinkler protection in the warehouses.

Client Service Plan

At FM Global, we are mindful that the strategies we pursue and decisions we make must ultimately be for the benefit of our mutual policyholders.

Our aim is always to mobilize our range of value added services in support of mutually agreed objectives.

The Plan already implemented included discussions about Risk Avoidance and/or Reduction, Communications, Administration, Claims and Client Training. The Risk Improvement Plan also discussed includes the short term and long term risk improvement. This Plan will be incorporated into the Client Service Plan.

Insurance

As a mutual insurance company, we are committed to the best interest of our policy holders. We are pleased to provide coverage for Transmission and Distribution power lines up to 1,000 feet from generating stations.

Contract Certainty - an issue of utmost importance to our relationship, we pride ourselves on ensuring that documentation reflecting our agreements are provided in a timely manner. With agreement to all renewal terms, if an order to bind coverage as outlined herein is confirmed at



Proposal

least five business days prior to renewal, FM Global will guarantee that the Master Policy will be delivered prior to the renewal date.

Financial Strength and Stability

FM Global's ability to provide stable capacity and meet its obligations to policyholders has been confirmed by major industry rating agencies, principally:

- A. M. Best - A+ (Superior/Stable Outlook)
- Fitch - AA (Very Strong/Stable Outlook)
- In April 2007, A. M. Best affirmed FM Insurance Company Limited, the European and Australian based operations of FM Global, an A+ (Superior) rating, citing FM Global's superior capitalization, prominent market position, strong liquidity and positive long-term earnings prospects.

FM Global has assets of over USD12 billion. As of 31 March 2007, our Policyholders' Surplus is approximately USD5.5 billion and Gross Premium USD4.5 billion.

Mutual Ownership

As a mutual company, FM Global is able to share our positive results with our clients instead of having to return the money to shareholders. We have been able to deliver this benefit in a number of ways including:

- Membership Credits - We have paid out two membership credits with a total of USD575 million returned to our policyholders in 2001 and 2004 with another USD355 million expected to be returned in 2007.
- The City of Grand Island's premium credit to be given at 01 October 2007 renewal
- 15% credit based on premium as of 30 September 2006
- Your Membership Credit is USD49,663

Our philosophy as a mutual company is that to meet our customers' needs we must maintain open lines of communication. Through our Board of Directors, Regional Advisory Boards and Risk Management Executive Councils, senior management receives input from a representation of major insureds. Many positive changes in our operations including the development of new products have been made as a result of these discussions.

Proposal

Special Announcement – 2007 Policy Form Changes:

FM Global continually strives to provide market leading products and services. This includes our policy. Our client/owners have indicated that clear articulation and understanding of their policy are important to them. As a result, the latest standard version of our policy incorporates several changes, all aimed at increasing the understanding of coverages and contract certainty. None of these revisions represent changes in coverage intent:

- 1) Add an **Occurrence Definition**, including modifications throughout the form to make the term “Occurrence” consistent throughout.
- 2) Changes within the **Limits and Deductibles** sections including the following:
 - a) Wording has been added/revised to reinforce that limits and deductibles apply to both Property Damage and Time Element.
 - b) All deductibles state whether they apply on a “per Occurrence” or “per Location” basis.
 - c) Where applicable, limits that apply on a “per Location” basis are so specified.
 - d) Wording has been added to indicate how deductibles will interact when there are concurrent causes of loss (e.g. earthquake, flood, wind).
- 3) Add a definition of **Contamination** to the policy.
- 4) The policy continues to have an absolute exclusion for discharge, explosion or use of any nuclear device including any fire following. Wording has been added to the terrorism exclusion that clearly states that the **“fire following” provision does not extend to terrorism events involving a nuclear device.**
- 5) Issue new TRIA **“sunset endorsement”** due to the extension to 31 December 2007.

Additional changes from the current Policy include:

- The Limits for Automatic Coverage and Off Premises Storage for Property Under Construction will be per Location rather than per Occurrence.
- Specify the Terrorism limits and deductibles to apply upon the expiration of the Terrorism Risk Insurance Act of 2002.
- Transmission and Distribution Systems coverage within 1000 feet is added and applies to Location Nos. 1, 2 on the current policy
- Extra Expense coverage to be provided for non-generating locations with a USD1,000,000 limit.
- Transportation Limit is increased to USD15,000,000 combined per Occurrence and deductibles are revised to the following:
 USD50,000 per Occurrence, except:
 USD250,000 per Occurrence applies to Turbine Units or any components or parts thereof,
-



Proposal

Premium

2006	2007
USD367,507	USD375,813
USD Terrorism	USD Terrorism
USD Non Cert.	USD Non Cert.
USD Flood	USD Flood
USD367,507 Total	USD375,813 Total

Total Insurable Value:

2006	2007
USD330,842,703	USD360,817,829

Payment is due upon receipt of invoice or on the date coverage begins, whichever is later.
Policies will be subject to cancellation for non-payment of premium bills.

Premium does not include various fees, taxes, or surcharges.

Premium does not include the quotes for Certified and expanded Non Certified Terrorism.
See the Optional Terrorism Quotes detailed elsewhere.

Florida Hurricane Catastrophe Fund Emergency Assessment: (New)

As required by law, all policies issued or renewed effective 01 January 2007 to 31 December 2007 involving locations in Florida must employ a surcharge equal to 1.0% on all premium with respect to those locations. This assessment is not subject to premium taxes, commissions, service fees or other charges and is not a premium.

Proposal



U. S. Terrorism

The Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Extension Act of 2005, requires that insurers advise clients, prior to the renewal date of their current policy of their option to elect or reject terrorism coverage under the act as part of their property renewal policy. It also requires insurers to disclose the cost of such coverage for the policy term. As a brief reminder, the act provides licensed, admitted carriers with a substantial federal reinsurance backstop for internationally instigated terrorism acts that are certified by the Secretary of the Treasury of the United States as covered events (known as certified losses). Generally speaking, the act responds strictly to events that take place within the United States, its protectorates, territories, and possessions. The Act has been extended to expire on 31 December 2007.

Attached is the Policyholder Disclosure Notice of Terrorism Insurance Coverage document.

Please note the following important conditions that require your action:

The Disclosure form must be completed, signed and returned to Patrick Belding prior to the renewal policy effective date of 01 October 2007, indicating your choice to accept or decline certified coverage as part of your renewal policy.

Our quotation for Certified Terrorism follows. The premium quoted does not include applicable taxes or surcharges.

While the coverage afforded under the Terrorism Risk Insurance Act of 2002 and the extension Act represents a significant enhancement to terrorism coverage, it does not respond to all types of terrorism events. The act provides coverage for certain types of events that occur in the U.S., its territories, and protectorates, when committed by individuals acting on behalf of foreign people or interests as certified by the Secretary of the Treasury of the United States. To supplement this federally backed coverage for certified acts, Factory Mutual Insurance Company also offers, as part of the property insurance policy, optional expanded coverage limits for non-certified terrorism exposures. This supplemental coverage applies to locations in the U.S., its territories, and protectorates, subject to policy terms and conditions relating to terrorism.

Our quotation for Non Certified Act of Terrorism follows. The sublimits quoted are inclusive of, and not in addition to, one another. The premium does not include applicable taxes and surcharges. Our quotation remains valid until 25 June 2007.

Proposal



Optional Terrorism Quotes

Coverage

Limit

Terrorism - Certified per the Terrorism Risk Insurance
Act of 2002

Policy Limit

Applies in the United States, its territories and
possessions and the Commonwealth of Puerto Rico

The Limit shown is per Occurrence.

The Policy Deductible would apply.

Note: If this offer for Certified Act of Terrorism is
declined, the Limit(s) for Terrorism and Non
Certified Act of Terrorism shown in the Draft Policy
will apply as respects Certified Act of Terrorism.

Additional premium for Certified Terrorism:

USD21,419



Proposal

Optional Terrorism Quotes

Coverage

Terrorism and Non Certified Act of Terrorism combined

Non Certified Act of Terrorism applies in the United States, its territories and possessions and the Commonwealth of Puerto Rico.

The Policy Deductible would apply as respects Non Certified Act of Terrorism.

Coverage applies at locations specifically described on the Schedule of Locations, at Miscellaneous Unnamed Locations and property covered under Miscellaneous Personal Property and Off Premises Storage for Property Under Construction.

Excluding Dependent Time Element; Extended Period of Liability; Ingress/Egress; Protection and Preservation of Property; and Service Interruption.

Note: If this offer for Terrorism and Non Certified Act of Terrorism is declined, the Limit(s) for Terrorism and Non Certified Act of Terrorism shown in the Draft Policy will apply.

Limit

USD250,000,000 for property located in the United States, its territories and possessions and the Commonwealth of Puerto Rico but not to exceed the following Limits in the Aggregate During Any Policy Year:

USD1,000,000 for Miscellaneous Unnamed Locations, Miscellaneous Personal Property, Off Premises Storage for Property Under Construction and Temporary Removal of Property combined

USD1,000,000 for Flood when caused by or resulting from Terrorism or Non Certified Act of Terrorism combined

These Limits shall not include the Actual Cash Value portion of fire damage caused by Terrorism.

Time Element Limit:
12 month period, not additive to any other Time Limits or Period of Liability, and subject to the Terrorism and Non Certified Act of Terrorism Limits shown above

Proposal



Optional Terrorism Quotes

Terrorism and Non Certified Act of Terrorism combined – continued:

Upon the expiration of the Terrorism Risk Insurance Act of 2002, the above Limits for Terrorism - Certified per the Terrorism Risk Insurance Act of 2002, and Terrorism and Non Certified Act of Terrorism combined, will be considered null and void and replaced with the following Limits for **Terrorism**:

USD250,000,000 for property located in the United States (except the state of New York), its territories and possessions and the Commonwealth of Puerto Rico but not to exceed the following Limits:

USD1,000,000 in the Aggregate During Any Policy Year for Miscellaneous Unnamed Locations, Miscellaneous Personal Property, Off Premises Storage for Property Under Construction and Temporary Removal of Property combined

USD1,000,000 in the Aggregate During Any Policy Year for Flood when caused by or resulting from Terrorism

These Limits shall not include the Actual Cash Value portion of fire damage caused by Terrorism.

Time Element Limit:

12 month period, not additive to any other Time Limits or Period of Liability, and subject to the Terrorism Limits shown above

Terrorism for property located outside of the United States, its territories and possessions and the Commonwealth of Puerto Rico:

USD5,000,000 for Terrorism in the Aggregate During Any Policy Year, but not to exceed the following Limits in the Aggregate During Any Policy Year:

USD1,000,000 for Miscellaneous Unnamed Locations, Miscellaneous Personal Property, Off Premises Storage for Property Under Construction and Temporary Removal of Property combined

USD1,000,000 for Flood when caused by or resulting from Terrorism

These Limits shall not include the Actual Cash Value portion of fire damage caused by Terrorism.

Time Element Limit:

12 month period, not additive to any other Time Limits or Period of Liability, and subject to the Terrorism Limits shown above

Proposal



Optional Terrorism Quotes

NOTE: Upon the expiration of the Terrorism Risk Insurance Act of 2002, if either or both offers of Certified Terrorism or increased Non Certified Act of Terrorism had been elected, the Terrorism Limits shown above will apply. If the offers of Certified Terrorism and increased Non Certified Act of Terrorism were both declined, the Limits for Terrorism shown in the Draft Policy will apply.

**Additional annual premium for Non Certified Act of
Terrorism:**

USD10,710

Proposal



Account No. 05249
Policy No. TBD

This endorsement is applicable to all Locations in the United States (except in the State of New York), its territories and possessions and Puerto Rico

SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT

Coverage for "Certified Act of Terrorism" Under The Terrorism Risk Insurance Act of 2002

In consideration of a premium charged of USD5,340 pro rated premium from the Policy's inception date through December 31, 2007 (Annual premium of USD21,19), this Policy, subject to the terms and conditions therein and in this Endorsement, covers direct physical loss or damage to insured property and any resulting TIME ELEMENT loss, as provided in the TIME ELEMENT section of the Policy, caused by or resulting from a Certified Act of Terrorism as defined herein.

It is agreed that the coverage provided by this Endorsement shall expire 31 December 2007 simultaneously with the expiration of the Terrorism Risk Insurance Act of 2002 as amended and extended in 2005 unless the Terrorism Risk Insurance Act of 2002 is further extended without modification by an Act of the United States Congress. In that event, coverage under this Endorsement will expire on the earliest of the expiration or cancellation date of the Policy to which it is attached or the revised expiration date of the United States Terrorism Risk Insurance Act of 2002 as specified in the provisions of the 2005 extension. It is further agreed that an additional pro-rata premium will be due upon any extension of coverage.

Notwithstanding anything contained elsewhere in this Policy, any exclusion or limitation of terrorism in this Policy and any endorsement attached to and made a part of this Policy, is hereby amended to the effect that such exclusion or limitation does not apply to a "Certified Act of Terrorism" as defined herein.

This amendment does not apply to any limit of liability for a Certified Act of Terrorism, if any, stated under the LIMITS OF LIABILITY clause of the DECLARATIONS section of this Policy. Nor does the coverage provided by this Endorsement insure any TIME ELEMENT loss as provided in the TIME ELEMENT section of this Policy for more than the number of months shown in the LIMITS OF LIABILITY clause of the DECLARATIONS section of this Policy.

With respect to any one or more Certified Act(s) of Terrorism, this Company will not pay any amounts for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act of 2002 (including subsequent action of Congress pursuant to the Act).

Proposal

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Endorsement or the Policy.

The coverage provided under this Endorsement for "Certified" losses caused by acts of terrorism will be partially reimbursed by the United States Government under a formula established by Federal Law. Under this formula, the United States pays 90% (85% in 2007) of covered terrorism losses exceeding a statutorily established retention by the insurer referenced in this Policy. The premium charged for this coverage is provided above.

The coverage provided by this Endorsement only applies to a Certified Act of Terrorism.

Reference and Application: The following term(s) means:

Certified Act of Terrorism:

A "Certified Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended and extended in 2005. The criteria contained in that Act for a "Certified Act of Terrorism" include the following:

- a. The act resulted in aggregate losses in excess of USD5,000,000; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Proposal



Account No. 05249
Policy No. TBD

**This endorsement is applicable to Locations in the State of New York
and remains in effect until December 31, 2007**

SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT

Coverage for "Certified Act of Terrorism" Under The Terrorism Risk Insurance Act of 2002

In consideration of an additional premium charged of USD5,340 pro rated premium from the Policy's inception date through December 31, 2007 (Annual premium of USD21,419), this Policy, subject to the terms and conditions therein and in this Endorsement, covers direct physical loss or damage to insured property and any resulting TIME ELEMENT loss, as provided in the TIME ELEMENT section of the Policy, caused by or resulting from a Certified Act of Terrorism as defined herein.

Notwithstanding anything contained elsewhere in this Policy, any exclusion or limitation of terrorism in this Policy or any endorsement attached to and made a part of this Policy, is hereby amended to the effect that such exclusion or limitation does not apply to a "Certified Act of Terrorism" as defined herein.

With respect to any one or more Certified Act(s) of Terrorism, this Company will not pay any amounts for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act of 2002 (including subsequent action of Congress pursuant to the Act).

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, does not serve to create coverage for any loss which would otherwise be excluded under this endorsement or the Policy.

The coverage provided under this Endorsement for "Certified" losses caused by acts of terrorism will be partially reimbursed by the United States Government under a formula established by Federal Law. Under this formula, the United States pays 90%(85% in 2007) of covered terrorism losses exceeding a statutorily established retention by the insurer referenced in this Policy. The Premium charged for this coverage is provided above.

The coverage provided by this endorsement only applies to a Certified Act of Terrorism.

Reference and Application: The following term(s) means:

Certified Act of Terrorism:

Proposal

A "Certified Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" include the following:

- a. The act resulted in aggregate losses in excess of USD5,000,000; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

RESOLUTION 2007-221

WHEREAS, the City's Utility Department subscribes to insurance for boiler and machinery and property peril and fire coverage; and

WHEREAS, the City of Grand Island invited proposals for the renewal of the boiler and machinery insurance in accordance with the City's Purchasing Code; and

WHEREAS, the insurance of electric and water utilities facilities is a specialized market with a limited number of potential providers; and

WHEREAS, valuation adjustments resulted in an increased total insured value of property from the present amount of \$330,222,703.00 to \$360,817,829.00;

WHEREAS, only one proposal was received, that being from the current provider, Factory Mutual Insurance Co. of St. Louis, Missouri, in the amount of \$375,813.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Factory Mutual Insurance Co. of St. Louis, Missouri, in the amount of \$375,813.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 6, 2007	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G13

**#2007-222 - Approving Request of Extension of Time for
Completion of Water Main District 455 - Park-View Area**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: September 11, 2007

Subject: Water Main District 455 – Park-View Area Completion
Time Extension Request

Item #'s: G-13

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

Background

The Utilities Department has received a request for time extension on the contract for Water Main District 455 installation. The contractor, Starostka Group, requests an extension of the completion date to October 12, 2007. A copy of their request is attached.

Water Main District 455 is located along Commerce Avenue, from Blaine Street east to Park Drive; and within Pioneer Blvd., from the end of the existing public water main, east approximately 750 ft. The project extends an 8" water line and service connections for the residences in the area. A map of the district is attached for reference.

Discussion

Although the installation phase of the work has been completed, construction on the project has taken longer than originally anticipated. This has been due to significantly above normal rains this year. The groundwater in the area has risen over six feet since the district was originally created. The rains delayed initial commencement of construction, prevented work on some days during the project, and also required some alternative construction methods from the planned techniques. Additionally, it was discovered near the end of water main installation, that the City owned valve to which the Commerce Avenue water main is connected needed to be repaired. That valve was installed over 30 years ago in anticipation of future construction in the area.

All pipe lines, valves and fire hydrants have been installed, but the line cleaning, disinfection, pressure testing, final bacteria testing, and construction area restoration and clean up are yet to be completed.

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 requested time extension from Starostka Group Unlimited, Inc., for completion of the contract until October 12, 2007.

Sample Motion

Motion to approve the extended contract completion date for Water Main District 455 to October 12, 2007.

Starostka Group Unlimited, Inc.

429 Industrial Lane
Grand Island, NE 68803

Ph. (308) 385-0636
Fax (308) 384-8447



August 29, 2007

City of Grand Island
Utilities Department – Phelps Control Center
700 E. Bischeld St.
Grand Island, NE 68801

Attn: Tom Barnes

RE: Water Main District 455 – Time Extension Request

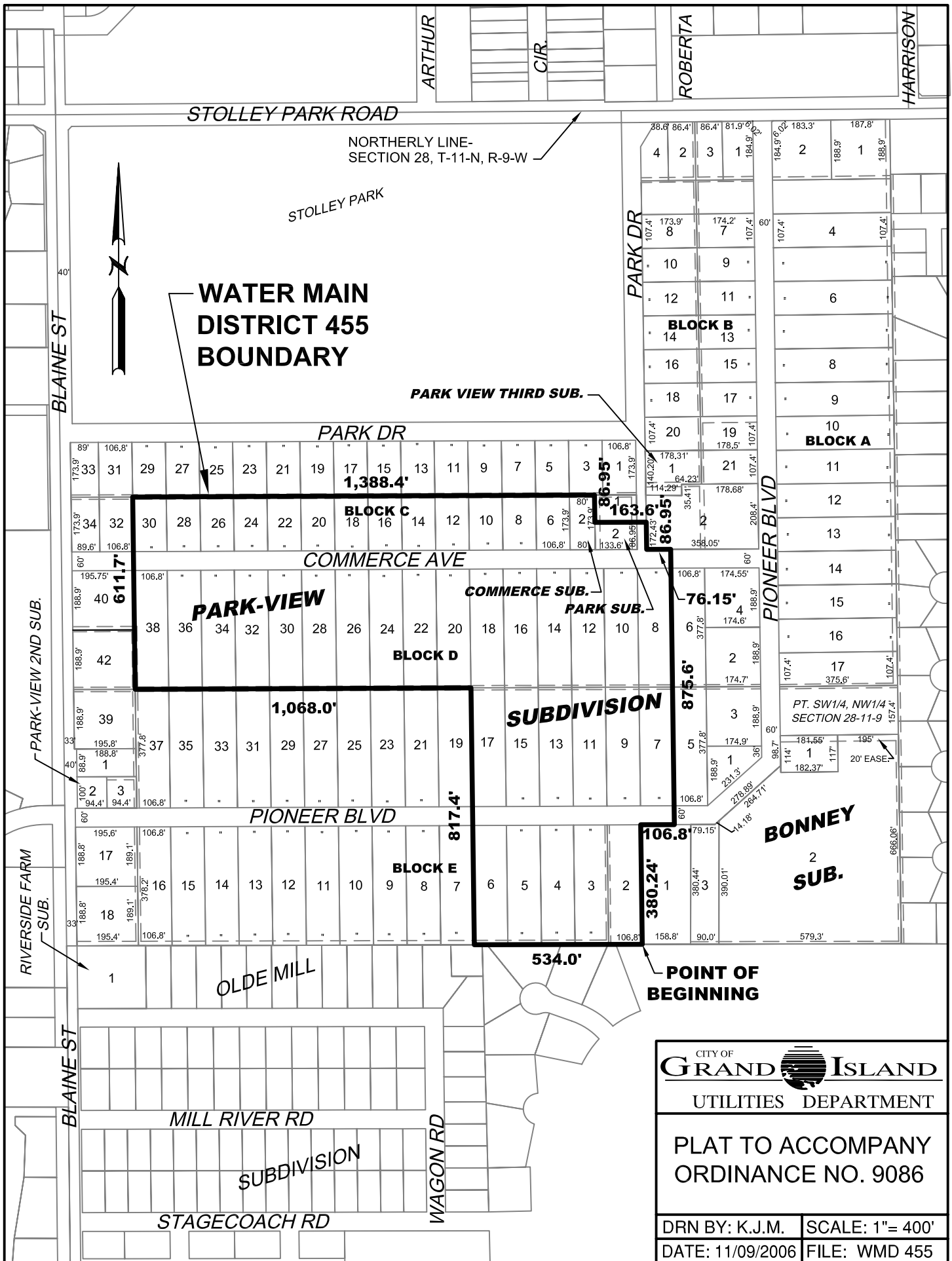
We are requesting a Time Extension for the above mentioned project. Pursuant to the General Specifications, Section 8 - Prosecution and Progress and Subsection 8.07 - Extension of Contract Period. Our time frame has been impacted beyond our control with respect primarily to high ground water table, above normal rainfall and change of construction method (directional drilling).

We have completed the mainline and service work, the City was flushing and taking bac-t testing 1st run on 8/28/07 for Pioneer. We are going to hydro Commerce today 8/29/07 which we could have done earlier but a existing butterfly valve had to be repaired, then proceed with flushing and bac-t. Once all the above is complete we will proceed with final cleanup, top soiling and sidewalk replacement.

As per the contract our completion date is for September 7th, 2007, as it stands now we may not be able to complete by this date. Therefore due to the conflicts beyond our control we are requesting that our time be extended to October 12th, 2007.



Marc Starostka
Starostka Group Unlimited, Inc.



CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

PLAT TO ACCOMPANY
ORDINANCE NO. 9086

DRN BY: K.J.M.	SCALE: 1" = 400'
DATE: 11/09/2006	FILE: WMD 455

R E S O L U T I O N 2007-222

WHEREAS, on February 27, 2007, by Resolution 2007-43, the City Council of the City of Grand Island approved the bid of Starostka Group Unlimited, Inc., of Grand Island, Nebraska for Water Main District No. 455 [located along Commerce Avenue, from Blaine Street east to Park Drive; and within Pioneer Blvd., from the end of the existing public water main, east approximately 750 feet]; and

WHEREAS, Starostka Group Unlimited, Inc., has requested an extension of the completion date for the project, with a new proposed completion date of October 12, 2007; and

WHEREAS, the developer and city staff believe that the extension request is reasonable and should be granted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the completion date for the installation of Water Main District No. 455 is hereby extended until October 12, 2007.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G14

#2007-223 - Approving Contract with AVI Systems for Master Control & Studio Relocation

Staff Contact: Wendy Meyer-Jerke

Council Agenda Memo

From: Jeremy Watson, Audio\Video Technician

Council Meeting: September 11, 2007

Subject: Award Bid for GITV Master Control & Studio Relocation Project

Item #'s: G-14

Presenter(s): Wendy Meyer-Jerke, Public Information Officer

Background

Grand Island Television, also referred to as GITV, has been operational since 1993. GITV is classified as a PEG (Public Educational Governmental) station and airs on Channels 6 for those citizens who have Charter Cable and can also be seen on UHF Channel 56 for those without cable. GITV brings the latest news to the citizens of Grand Island and Hall County on governmental, educational, and community related segments. Info Channel 12 serves as an interactive bulletin board where community events, government and non-profit organization notices, and educational opportunities are listed. GITV continues to move forward with the vision of an all digital broadcast quality studio that will provide top notch segments for its viewers.

For the last fourteen years GITV has occupied the space directly north of the Hall County Emergency Management/911 Call Center in the basement of City Hall. A recent renovation plan has been developed to allow for the expansion of the Emergency Management Center and relocation of the GITV master control room and studio. This renovation will allow Emergency Management to use the current GITV space for new equipment funded through a recent grant. Therefore, relocating GITV into what is the current mailroom.

Currently GITV does not have an in-house studio where news or educational segments can be taped. The space that was once used for these types of interviews is now occupied by the upgraded studio equipment that has been purchased and is used as work space for the audio/visual technician. While interviews are many times great to do on-location, these shoots take a tremendous amount of set-up and teardown time from GITV staff. In addition, many of the non-profit organizations and government divisions that GITV deals with are limited on office space and interviews are not feasible to do at their location.

With the completion of this project, staff time will be saved and GITV will be able to hold interviews in a professional and dynamic setting on any desired subject matter. On-location interviews will continue to be done when appropriate to the story but more often the studio will be used.

Discussion

The specifications for the Studio/Master Control Design Project including technical representation and engineering were issued for bid and a response was received from one bidder:

<u>Bidder</u>	<u>Bid Price</u>
AVI (Audiovisual, Inc.) Systems, Omaha, NE	\$68,361.00

Department Staff reviewed the bid for compliance with the City's specifications. The bid of AVI Systems is compliant with those specifications.

Minimal dollars and resources have been put into GITV Channels 6 and 56 and Info Channel 12 in the last fourteen years. The City of Grand Island has a "gem" right here in their backyard to use to showcase and educate all citizens in Hall County on governmental, educational, and community related topics. In order to provide citizens with highly professional and broadcast quality segments this proposed engineering and relocation project is very much needed.

Costs associated with this project will entail the engineering process, rewiring and relocation of current studio to new space and equipment needed for optimal audio and video monitoring as well as ensure an efficient and effective master control and studio work space.

As part of the engineering phase equipment racks will be relocated, as well as the determination of the number of additional racks needed to better utilize space and workflow. Also during the engineering process it will be determined if additional video and/or audio monitoring is needed to more efficiently monitor video and audio signals. The engineering phase will also provide studio lighting recommendations.

Installation and rewiring is also a significant part of this project. Installation will include the disconnection of video and audio connecting in the existing master control area and relocation and installation of this equipment into new area. This will include the rewiring of components connected from the Council Chambers to the new studio space. Furthermore, necessary video, audio, and RF lines will be extended from existing master control to new location.

A complete set of line drawings and CAD file will be provided upon completion of project to the City of Grand Island. A system check and training will also be provided by AVI to GITV staff.

There are numerous benefits to this studio/master control design project. By having a GITV studio that will have sufficient space, lighting, and audio components, it will allow for greater flexibility of staff time and will give a consistent and dynamic look to GITV segments. One of the visions of GITV is to hold newscasts similar to the other local affiliates. This relocation project will give GITV the capability to do this in an actual LIVE setting. Eventually, GITV would also like to look into the possibility of an internship program with members of the Community Youth Council, Grand Island high school, Central Community College and/or Hastings College students. This relocation would give GITV the needed space and technological tools where a program like this could be implemented. With the current space and working conditions this type of program is not feasible.

This move will give GITV a significant increase in space and will allow for a much needed redesign and reengineering of its current infrastructure and studio. The proposed contract will provide a highly qualified team of audio/video technicians to serve as GITV's technical representatives in design, installation, training, and maintenance of the master control. AVI has always been responsive to the needs of GITV in a timely and professional manner and the same is expected from this project. AVI is a reputable company that GITV has worked closely with through two recent upgrades the last few years.

Alternatives

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

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

Recommendation

City Administration recommends that the bid received from Audiovisual, Inc. for the Master Control and Studio Relocation Project of GITV will be accepted and expenditure of funds authorized by resolution.

Sample Motion

Motion to accept the bid from Audiovisual, Inc. and authorize expenditure of funds by resolution.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
MASTER CONTROL & STUDIO RELOCATION**

RFP DUE DATE: June 6, 2007 at 4:00 p.m.

DEPARTMENT: GITV

PUBLICATION DATE: May 17, 2007

NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

AVI Systems
Omaha, NE

cc: Wendy Meyer-Jerke, PIO
Paul Briseno, Assist. to Admin.
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Jeremy Watson, Audio/Visual Technician
David Springer, Finance Director
Wes Nespor, Assist. City Attorney

P1170



AVI Systems 5055 South 111th Street Omaha, NE 68137

Systems Engineering Agreement (SEA)

Quote Number 111-07-022780

Customer / Bill To:	Project / Location:	Office Information:
City of Grand Island	City of Grand Island	
100 East 1st Street	100 East 1st Street	Job #
Grand Island, NE 68801	Grand Island, NE 68801	Sales Rep: Guy Sauer
	GITV Master Control & Studio	Engineering Mgn: Lane Bakke
		Terms Accepted By:
Customer # 633	Attn: Jeremy Watson	Project Accepted By:
Date: 9/7/2007	Phone: 308-385-5487 x310	Est. Start Date:
Customer PO:	Fax:	Est. Completion Date:

Notes: Master Control & Studio Relocation

1.0 Specific Project Scope –

AVI Systems will engineer th relocation City of Grand Island - GITV's Master Control and Studio.

The first phase of this project entail Engineering. As part of the move Customer may want to relocate equipment in racks to provide better work flow. Additionally, the current rack is full, another rack is needed for better equipment spacing and work flow. The Engineering process will also determine if additional video and/or audio monitoring is needed to better monitor video and audio signals more efficiently.

The Engineering phase can also provide studio lighting recommendations by examining current lights and size of new Studio space.

Will work very closely with the Customer during the Engineering phase to determine the current work flow, with an eye towards future goals for GITV.

The amount of equipment and installation is virtually impossible to determine without the Engineering phase completed. Below is what we feel are areas that may need some additional equipment and installation.

NOTE: The equipment and installation amount are based on estimations of potential needs. Without Engineering and Customer consultation we have provided our best estimate.

To support a more efficient Master Control/Studio the routing and monitoring of video and audio signals may need to be altered. To this end video and audio distribution amplifiers and other interface equipment may be needed. Exact models and quantities won't be determined until after Engineering is complete.

Customer would like to have an Intercom system installed to provide communication between Master Control and Studio. Engineering will determine how many Intercom Stations and location of stations.

Customer has an existing 50" plasma display in Master Control. This display is aged and should be replaced. Additionally, Engineering efforts and Customer consultation will determine if other monitors need to be added to provide better source destination monitoring.

Engineering will also examine current audio monitoring of source and destination audio Will work with the Customer to develop a more efficient monitoring solution.

The current desk in Master Control does not support an efficient use of space or offer multiple equipment layout options. A new Master Console is recommended. An additional equipment rack will be needed as the current rack is full and provides for no expansion.

Customer has an existing editing system that needs to be better integrated into Master Control. Engineering efforts will provide a solution for better integration.

Customer responsible for:

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, TI, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site installation.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of installation, testing and training, including off hours and weekends.
- Provide a secure area to house all installation materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

2.0 Statement of Services To Be Provided – The services to be provided by AVI Systems under this Agreement are per the Attachment “A” – Statement of Services.

3.0 Project Fees – AVI Systems will provide the technical services under this Agreement on a Time and Materials basis. Based on the stated “Specific Project Scope” and “Statement of Services To Be Provided” the following estimate of engineering time is provided to complete the engineering processes.

Est. Hrs.	Description	Hourly Rate	Total
60	Engineering of Rack layout, console layout, and video/audio systems.	\$150.00	\$9,000.00

TOTAL= \$9,000.00

4.0 Taxes – AVI Systems will add any applicable taxes to the amount of each invoice.

5.0 Invoicing for Engineering Services – Progress invoices will be submitted for the portion of the technical services and reimbursable expenses expended on the project on a monthly basis.

Each progress billing will be due net 30 days from invoice.

6.0 Remit To Address – All payments should be mailed to:

Audiovisual, Inc dba AVI Systems
 NW 8393 PO BOX 1450
 Minneapolis, MN 55485-8393

7.0 Key Project Personnel

Sales Engineer: Guy Sauer
Design / Managing Engineer: Lane Bakke

8.0 Changes In The Scope of Work – Costs resulting from changes in the scope of this project, additional requirements or restrictions placed on AVI Systems by the Customer or its representatives will be added to or subtracted from the contract depending upon the changes being made. When AVI Systems becomes aware of the nature and impact of the change, a Contract Change Order will be submitted for review and approval before work continues.

9.0 Insurance – Commercial general liability insurance, including contractual liability, at limits of not less than \$1,000,000 per occurrence, automobile liability insurance, at limits of not less than \$1,000,000 per occurrence, errors and omissions insurance at limits of \$1,000,000, and worker's compensation and employer's liability insurance covering all employees engaged in the performance of this order for claims arising under any applicable worker's compensation and occupational disease acts.

10.0 Compliance With Law – AVI Systems agrees and warrants that AVI Systems shall comply with all requirements of applicable laws, regulations and standards including but not limited to the provisions of (a) Executive Order 11246, as amended, of the President of the United States and the Rules and Regulations pursuant thereto pertaining to Equal Employment Opportunity; (b) the Fair Labor Standards Act of 1938 of the United States, as amended, with respect to Wages and Hours; (c) the Occupational Safety and Health Act of 1970 (OSHA), as amended; (d) the Immigration Reform and Control Act of 1986 (IRCA).

11.0 Ownership and Use of Documents and Electronic Data – Drawings, specifications, other documents, and electronic data furnished by AVI Systems for the associated project under this Agreement are instruments of the services provided. AVI Systems shall retain all common law, statutory and other reserved rights, including any copyright for any touch panel programming code. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI Systems for information and reference in connection with the associated project.

12.0 Proprietary Protection of Programs – This Agreement does not cause any transfer of title, or intellectual rights, in Control Systems Programs, or any materials produced in connection therewith, including Source Codes. The Programs are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the Control Systems Programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any Program to obtain Source Codes, and that it will not disclose the Programs to any third party, without the consent of AVI Systems. The Control Systems Programs, and Source Codes, together with AVI Systems' know-how and installation and configuration techniques, furnished hereunder are proprietary to AVI Systems, and were developed at private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI Systems hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

13.0 General Business Terms – This Agreement is not assignable without the prior written consent of AVI Systems. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent is void. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI Systems, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. The term "this Agreement" as used herein includes any applicable installment payment agreement, supplement or future written amendment made in accordance herewith. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless otherwise agreed to in writing by Customer and AVI Systems, if any printed term or condition contained in any purchase order or other form used by Customer to order products or services pursuant to this Agreement, or in any acknowledgment or other form used by Customer is inconsistent with any term or condition contained herein, the provisions hereof shall apply and take precedence. AVI Systems is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control or, except as agreed herein, to provide any services hereunder for Equipment located outside the United States or Puerto Rico. The laws of the State of Nebraska will govern this Agreement.

13.1 Remedies – Upon default as provided herein, AVI Systems shall have all the rights and remedies under the applicable state laws and under any other applicable laws. Any requirements of reasonable notice by either party to the other guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the parties shown on the first page of this Agreement (or to such other mailing address as either party in writing later furnishes to the other) at least ten calendar days before the time of the event or contemplated action set forth in said notice. Customer agrees to pay all expenses of retaking, holding, preparing for sale, selling as may be allowed by law and incurred by AVI Systems, in enforcing its rights under this Agreement. The rights and remedies herein conferred upon AVI Systems, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by applicable laws.

13.2 Limitation of Remedies – AVI Systems entire liability and the Customer's exclusive remedy shall be as follows: In all situations involving performance or nonperformance of Equipment or Services furnished under this Agreement, the Customer's remedy is the adjustment or repair of the Equipment or replacement of its parts by AVI Systems, or, at AVI Systems option, replacement of the Equipment. In no event will AVI Systems be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if AVI Systems has been advised of the possibility of such damages, or for any claim against the Customer by any other party, or for any damages caused by performance or non-performance of Equipment located outside the United States or Puerto Rico.

14.0 Acceptance of Agreement – This agreement includes services that are required to satisfy the project scope of Section 2.0 Specific Project Scope. AVI Systems will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

In Witness whereof, the parties hereto by their duly authorized representatives have executed this Agreement upon the date first set forth herein.

AGREED AND ACCEPTED BY:

SUBMITTED BY:

City of Grand Island	AVI Systems
Signature:	Signature:
Printed:	Printed: Guy Sauer
Date:	Date:

Statement of Services

Attachment "A"

1.0 Statement of Services To Be Provided

AVI Systems will work with City of Grand Island and any related design professionals selected (architects, engineers, etc.) to provide initial and ongoing audiovisual systems design and engineering support for GITV's master control and studio relocation.

AVI Systems strongly encourages the fostering of a truly open, cooperative "design team" approach with team members bringing unique, valuable insight from their special perspective to the team.

The goal of these services is as follows:

- Understand clearly the current and future AV needs of City of Grand Island.
- Provide accurate construction documents for implementation of the AV related infrastructure.
- Provide an overall AV plan that will allow for the procurement of appropriate AV equipment and installation, complete with system diagrams, ensuring correct integration of the equipment.
- Compile the data gathered during the engineering process into a Systems Implementation Agreement – for a turnkey installation of all AV systems, with the added value of a seamless integration process.

2.0 Design Processes and Services

The Design Process can be modified at any time per the direction of City of Grand Island. Otherwise it shall follow this general outline:

2.1 AV Program Review / Verification – The AVI Systems' Design Team will obtain from City of Grand Island operational specifications desired of the audio and video systems within the facility located in 100 East 1st Street Grand Island, NE 68801. Additional facility information will be required including the building's electrical, structural infrastructure, as well as the physical sizes of each room or space. Using compatible AutoCAD drawings, the integration of desired AV systems within available spaces will be visualized. During this initial design phase various equipment options, with an eye toward future expandability while maintaining current value, will be suggested.

2.2 Budget Verification – The AVI Systems' Design Team will create a project scope compiled from the information received from City of Grand Island. AVI Systems will generate cost estimates for the various systems as outlined above and compare these budget estimates to any initial AV budgets. This process will reaffirm the exact direction that engineering resources should target in the next phase.

2.3 Initial Design – During this phase, AVI Systems will begin applying the above-defined systems in detail to the various areas of the City of Grand Island facility. Further communications between City of Grand Island and the other design team members, as various options are explored will be necessary at this time. Typical deliverables from this phase would include the following drawings and/or documents.

- Preliminary AV Floor Plan and Elevations detailing locations of all AV devices
- Preliminary Projection Geometry detailing projection/screen locations with viewing angles, mounting details, and etc.
- Preliminary AV Technical Power, Conduit Plans, and Riser Drawings
- Preliminary AV Video Flow
- Preliminary AV Audio Flow
- Preliminary AV Control Flow
- Preliminary AV Rack Layouts
- Preliminary Equipment Lists
- Preliminary Budget Estimates

Submittal of the above for the various rooms will be a progressive process, with most critical drawings being submitted first, allowing construction details to be available on an as needed basis. During this process, one can expect various modifications to the preliminary plans due to various changes – some driven by architectural/aesthetic considerations, budget reviews, and etc. Electronic exchange of AutoCAD drawings between all the “team members” will facilitate quick exchange of updates. Specific design “freeze dates” are to be established with all parties to facilitate timely submittals. All changes are to be reviewed and approved by all parties.

2.4 Final Systems Design – The changes made in the previous phase to the preliminary designs will be updated and regenerated as “final” construction documents. AVI Systems will be working off of background drawings from an architect under contract to City of Grand Island, entering AV specific data and returning these back to the architect for compilation into construction documents.

2.5 Project Specifications Document – The final audiovisual systems designs will be compiled into a written project technical specifications document with equipment lists and pricing for a complete integration. This document will include the following system diagrams and documents.

- AV Floor Plan and Elevations detailing locations of all AV devices
- AV Video Flow
- AV Audio Flow
- AV Control Flow
- Equipment lists as specified
- System infrastructure requirements including cable and termination specifications
- System operational and post operational requirements
- Project Scope of Work
- Project costs
- Project Systems Implementation Agreement



AVI Systems, 5055 South 111th Street Omaha, NE 68137

Systems Implementation Agreement (SIA)

Quote Number 111-07-022780

Bill To:	Ship To:	Project Location(s):	Office Information:
City of Grand Island	AVI Systems	City of Grand Island	Job #
100 East 1st Street	5055 South 111th Street	100 East 1st Street	Sales Order No. #
Grand Island, NE 68801	Omaha, NE 68137	Grand Island, NE 68801	Sales Rep: Guy Sauer
			Install Mgn:
			Terms Accepted By:
			Engineering Accepted By:
Customer # 633	Attn: Shane Gunderson	Attn: Jeremy Watson	Equip Order Date:
Date: 9/7/2007	Phone: (402) 593-6500	Phone: (308) 385-5444x310	Est. On-site Date:
Customer PO:	Fax: (402) 593-8500	Fax:	Est. Completion Date:

Notes: Master Control & Studio Relocation

NOTE: The price quoted in this contract is based the current information available to AVI Systems. After Engineering work has been done, if more equipment or labor is required, additional change orders will be provided to City of Grand Island to cover the additional charges.

1.0 **Scope of Work/Responsibilities** – AVI Systems will provide City of Grand Island a complete description of the scope work in Attachment "A" of this Document.

2.0 **Project Cost Summary**

2.1 Equipment (<u>Attachment "B"</u>)	\$00.00
2.2 Implementation (<u>Attachment "C"</u>)	\$59,261.00
2.3 Service Maintenance Agreement (<u>Attachment "D"</u>)	DECLINED
2.4 Other Costs (<u>Attachment "E"</u>)	
2.5 Freight (If \$0.00 see section 3.0 below.)	
2.6 Tax (If \$0.00 see section 3.0 below.)	
2.7 Agreement Total	\$59,261.00

3.0 **Sales, Use Tax and Delivery Charges** – AVI Systems will add any applicable taxes, permits, licenses, and delivery charges to the amount of each invoice. If non-taxable, please indicate in note section above.

4.0 **Invoicing for Equipment/Services** – AVI Systems will submit progress invoices for the value of equipment received, and materials and labor expended on this project on a **monthly basis**. Invoices will be submitted to the party designated by the Customer and will include a detail of equipment received at the AVI Systems integration facility and dedicated to this project, and costs of the materials, labor and other items expended since any previous billing.

Each progress billing will be due net 30 days from invoice.

- 5.0 **Remit To Address** – All payments should be mailed to:
Audiovisual, Inc dba AVI Systems
NW 8393 PO BOX 1450
Minneapolis, MN 55485-8393.
- 6.0 **Key Project Personnel**
Sales Engineer: Guy Sauer
Design / Managing Engineer: Lane Bakke
Installation Project Manager:
- 7.0 **Changes In The Scope of Work** – Costs resulting from material changes in the scope of this project by the Customer, additional requirements or restrictions placed on AVI Systems by the Customer or its representatives will be added to or subtracted from the contract depending upon the changes being made. When AVI Systems becomes aware of the nature and impact of the change, a Contract Change Order will be submitted for review and approval by the Owner before work continues. Contract Change Order costs calculations will be commensurate with the materials and labor rates provided within the base contract.
- 8.0 **Insurance** – AVI Systems shall maintain commercial general liability insurance, including contractual liability, at limits of not less than \$1,000,000 per occurrence, automobile liability insurance, at limits of not less than \$1,000,000 per occurrence, errors and omissions insurance at limit of \$1,000,000, and worker's compensation and employer's liability insurance covering all employees engaged in the performance of this order for claims arising under any applicable worker's compensation and occupational disease acts.
- 9.0 **Compliance With Law** – AVI Systems agrees and warrants that AVI Systems shall comply with all requirements of applicable laws, regulations and standards including but not limited to the provisions of (a) Executive Order 11246, as amended, of the President of the United States and the Rules and Regulations pursuant thereto pertaining to Equal Employment Opportunity; (b) the Fair Labor Standards Act of 1938 of the United States, as amended, with respect to Wages and Hours; (c) the Occupational Safety and Health Act of 1970 (OSHA), as amended; (d) the Immigration Reform and Control Act of 1986 (IRCA).
- 10.0 **Ownership and Use of Documents and Electronic Data** – Drawings, specifications, other documents, and electronic data furnished by AVI Systems for the associated project under this Agreement are instruments of the services provided. AVI Systems shall retain all common law, statutory and other reserved rights, including any copyright for any touch panel programming code. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI Systems for information and reference in connection with the associated project.
- 11.0 **Proprietary Protection of Programs** – This Agreement does not cause any transfer of title, or intellectual rights, in Control Systems Programs, or any materials produced in connection therewith, including Source Codes. The Programs are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the Control Systems Programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any Program to obtain Source Codes, and that it will not disclose the Programs to any third party, without the consent of AVI Systems. The Control Systems Programs, and Source Codes, together with AVI Systems' know-how and installation and configuration techniques, furnished hereunder are proprietary to AVI Systems, and were developed at private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI Systems hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.
- 12.0 **General Business Terms** – The Customer agrees to purchase and AVI Systems by its acceptance of this Agreement agrees to sell, in accordance with the following terms and conditions, the equipment listed (the "Equipment"). Under such terms and conditions, AVI Systems will a) sell Equipment to the Customer and b) provide warranty service for Equipment. The customer agrees to accept the Equipment and warranty service under the terms and conditions of this

Agreement. The Customer further agrees with respect to the Equipment to accept the responsibility for c) its selection to achieve the Customer's intended results, d) its use, and e) the results obtained therefrom.

12.1 Price and Payment – This Agreement must be signed by the Customer and accepted by AVI Systems on or before the processing of this agreement. Payment in full for all items on this agreement shall be due in accordance with Section 4.0 above. The prices shown are F.O.B. manufacturer's plant. The Customer in accordance with AVI Systems then current shipping and billing practices will pay all destination charges for each piece of Equipment from a designated AVI Systems location and any installation charges. In addition to the prices on this agreement, the Customer agrees to pay amounts equal to any sales or use or personal property taxes resulting from this Agreement or any activities hereunder.

12.2 Title – Title to the Equipment passes to the Customer as of the date of delivery to the job site.

12.3 N/A

12.4 Risk of Loss or Damage – After the date of delivery of Equipment to the job site, all risks of loss or damage shall be on the Customer.

12.5 Shipment – AVI Systems agrees to schedule Equipment for shipment in accordance with (AVI Systems) applicable shipment sequence.

12.6 Receiving/Installation – The Customer agrees to provide a suitable installation environment and to furnish all labor required for receiving and placing Equipment in the desired location at the job site. Packaging materials shall be the property of the Customer. The terms of any such Installation Agreement are incorporated in and made a part of this Agreement.

12.7 Configuration Changes – By agreement between AVI Systems and the Customer, changes in the configuration of the Equipment described herein may be made in writing by submission of a Change Order document.

12.8 Warranties – Warranties vary by manufacturer and no additional warranties are expressed or implied on the equipment or software provided as part of the system. Additionally, for a period of 90 days from substantial completion, (AVI Systems) will warranty the systems installation to be free from defects in material and workmanship.

12.9 Remedies – Upon default as provided herein, AVI Systems shall have all the rights and remedies under any applicable laws. Any requirements of reasonable notice by either party to the other guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the parties shown on the first page of this Agreement (or to such other mailing address as either party in writing later furnishes to the other) at least ten calendar days before the time of the event or contemplated action set forth in said notice. Customer agrees to pay all expenses of retaking, holding, preparing for sale, as may be allowed by law and incurred by AVI Systems, in enforcing its rights under this Agreement. The rights and remedies herein conferred upon AVI Systems, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by applicable laws.

12.10 Limitation of Remedies – AVI Systems entire liability and the Customer's exclusive remedy shall be as follows: In all situations involving performance or nonperformance of Equipment or services furnished under this Agreement, the Customer's remedy is the adjustment or repair of the Equipment or replacement of its parts by AVI Systems, or, at AVI Systems option, replacement of the Equipment. In no event will AVI Systems be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if AVI Systems has been advised of the possibility of such damages, or for any claim against the Customer by any other party, or for any damages caused by performance or non-performance of Equipment located outside the United States or Puerto Rico.

12.11 Accelerations of Obligation and Default – Upon the occurrence of any event of default by Customer, AVI Systems may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

12.12 General – This agreement is not assignable without the prior written consent of AVI Systems. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent is void. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI Systems, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. The term "this Agreement" as used herein includes any applicable installment payment agreement, supplement or future written amendment made in accordance herewith. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless otherwise agreed to in writing by Customer and AVI Systems, if any printed term or condition contained in any purchase order or other form used by Customer to order products or services pursuant to this Agreement, or in any acknowledgment or other form used by Customer is inconsistent with any term or condition contained herein, the provisions hereof shall apply and take precedence AVI Systems is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond

its control or, except as agreed herein, to provide any services hereunder for Equipment located outside the United States or Puerto Rico. The laws of the State of Nebraska will govern this Agreement.

12.13 Excusable Delay – Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

13.0 Acceptance of Agreement – This agreement includes equipment and services that are required to satisfy the project scope of Section 1.0 Scope of Work/Responsibilities. AVI Systems will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

In Witness whereof, the parties hereto by their duly authorized representatives have executed this Agreement upon the date first set forth herein.

AGREED AND ACCEPTED BY:

City of Grand Island	AVI Systems
Signature:	Signature:
Printed:	Printed: Guy Sauer
Date:	Date:

Scope of Work / Responsibilities

Attachment "A"

1.0 Statement of Services To Be Provided

AVI Systems will relocate City of Grand Island -GITV's Master Control and Studio.

NOTE: The price quoted in this contract is based the current information available to AVI Systems. After Engineering work has been done, if more equipment or labor is required, additional change orders will be provided to City of Grand Island to cover the additional charges.

The first phase of this project entail Engineering. As part of the move Customer may want to relocate equipment in racks to provide better work flow. Additionally, the current rack is full, another rack is needed for better equipment spacing and work flow. The Engineering process will also determine if additional video and/or audio monitoring is needed to better monitor video and audio signals more efficiently.

The Engineering phase can also provide studio lighting recommendations by examining current lights and size of new Studio space.

Will work very closely with the Customer during the Engineering phase to determine the current work flow, with an eye towards future goals for GITV.

The amount of equipment and installation is virtually impossible to determine without the Engineering phase completed. Below is what we feel are areas that may need some additional equipment and installation.

NOTE: The equipment and installation amount are based on estimations of potential needs. Without Engineering and Customer consultation we have provided our best estimate.

To support a more efficient Master Control/Studio the routing and monitoring of video and audio signals may need to be altered. To this end video and audio distribution amplifiers and other interface equipment may be needed. Exact models and quantities won't be determined until after Engineering is complete.

Customer would like to have an Intercom system installed to provide communication between Master Control and Studio. Engineering will determine how many Intercom Stations and location of stations.

Customer has an existing 50" plasma display in Master Control. This display is aged and should be replaced. Additionally, Engineering efforts and Customer consultation will determine if other monitors need to be added to provide better source destination monitoring.

Engineering will also examine current audio monitoring of source and destination audio Will work with the Customer to develop a more efficient monitoring solution.

The current desk in Master Control does not support an efficient use of space or offer multiple equipment layout options. A new Master Console is recommended. An additional equipment rack will be needed as the current rack is full and provides for no expansion.

Customer has an existing editing system that needs to be better integrated into Master Control. Engineering efforts will provide a solution for better integration.

Installation will include the disconnection of video/audio connections in the existing Master Control area and relocation and installation of this equipment into new area.

Necessary video, audio, and RF lines will be extended from existing Master Control to new Master Control location.

New equipment, racks, and AV furniture will be installed.

Intercom and video/audio tie lines will be installed between Studio and Master Control equipment.

A complete set of line drawings and CAD file will be provided upon project completion.

System check and training will be provided.

Customer responsible for:

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, TI, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site installation.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of installation, testing and training, including off hours and weekends.
- Provide a secure area to house all installation materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

2.0 (AVI Systems) Responsibilities

- Provide equipment, materials and labor items per Attachments B and C.
- Provide systems equipment installation and supervisory responsibility of the equipment installation.
- Provide systems checkout, programming and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other contractors involved with this project to insure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD).
- Provide system training following installation to the designated project leader or team.
- Provide on-going maintenance and service as per terms of Service Maintenance Agreement (SMA) – Attachment D.

3.0 City of Grand Island Responsibilities

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, TI, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site installation.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of installation, testing and training, including off hours and weekends.
- Provide a secure area to house all installation materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

Equipment List

Attachment "B"

Model No.	Manu	Description	Grp	QTY	List	Contract	Extended
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Implementation Costs

Attachment "C"

Professional Services	Grp	QTY	List	Contract	Extended
Implementation		1		\$59,261.00	\$59,261.00

RESOLUTION 2007-223

WHEREAS, the City of Grand Island invited proposals for the GITV Master Control and Studio Relocation Project, according to Request for Proposals on file with the Public Information Officer; and

WHEREAS, on June 6, 2007, one proposal was received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Audiovisual, Inc., of Omaha, 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, such proposal not to exceed the amount of \$68,361.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Audiovisual, Inc., of Omaha, Nebraska, in an amount not to exceed \$68,361.00.00 for the GITV Master Control and Studio Relocation Project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐
September 7, 2007	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G15

**#2007-224 - Approving Memorandum of Agreement with Offutt
Air Force Base for Aircraft Rescue Training (AARF)**

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief

Meeting: September 11, 2007

Subject: Training Agreement

Item #'s: G-15

Presenter(s): Jim Rowell, Fire Chief

Background

The City of Grand Island has a Mutual Aid Agreement with the Central Nebraska Regional Airport which provides the authority for either party in the agreement to assist the other in the event of fire or other emergency. We have trained with the equipment at the airport to provide operational knowledge and experience.

Discussion

The training at Offutt Air Force Base is available, in part, because the Central Nebraska Regional Airport is the sight of the helicopter base. The military presence at the airport justified the use of Air Force training facilities to prepare firefighters to respond to aircraft fire and rescue situations.

The Air Force does not charge a fee for this training. The cost of travel to and from Offutt and the cost of fuel to operate the simulator will be the cost to participate in the training. The cost of the fuel will be based on the gallons used in the simulations and market price at the time of the training. Estimated cost of fuel at \$1.8156/gallon would be \$5,446.80 for 3,000 gallons used.

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 this agreement.

Sample Motion

Motion to approve the Memorandum of Agreement with Offutt Air Force Base for Aircraft Rescue Firefighting Training.

MEMORANDUM OF AGREEMENT BETWEEN
OFFUTT AIR FORCE BASE AND
THE CITY OF GRAND ISLAND FIRE DEPARTMENT

1. PURPOSE: The purpose of this agreement is to outline procedures for the delivery of Aircraft Rescue Fire Fighting Training (ARFT) to the City of Grand Island Fire Department and to delineate responsibilities of both said agencies in conducting training sessions at the ARFT Facility located on Offutt Air Force Base NE.

2. AUTHORITY: DODI 4000.19 and other directives, as required.

3. GENERAL:

a. SCOPE: The 55 CES/CC under the authority of paragraph 1.2.3 of AFI 25-201 agrees with the City of Grand Island Fire Department, hereinafter referred to as "GIFD", to enter into the following memorandum of agreement to establish how the parties will participate in the joint use of the ARFT Facility, located on Offutt AFB NE.

b. ASSUMPTIONS:

(1) The 55 CES shall be solely responsible for the operation of the ARFT Facility. The GIFD shall coordinate all its use of the ARFT Facility and/or its intent to conduct a training exercise no less than 30 days in advance through the 55 CES designated agent. This coordination will include dates, times, purpose of use and safety rules for each use. The 55 CES, however, reserves the right, for any reason, to disapprove any training dates chosen by the GIFD. The 55 CES shall provide personnel and equipment for safety purposes throughout each GIFD training exercise. The GIFD shall conduct and the 55 CES shall participate by providing advice as requested, when operational capabilities permit, in pre-exercise and post-exercise briefings in conjunction with each GIFD exercise during which the exercise scenario, firefighting procedures, tactics, strategies and safety shall be discussed.

(2) The GIFD will not conduct live fire training sessions when the surface winds exceed 15 knots, when the smoke produced by the fire will travel in such a manner as to interfere with flying operations or at any time when deemed unsafe by 55 CES officials.

(3) The GIFD and 55 CES do not waive their sovereign immunity by entering into this agreement and fully retain all immunities and defenses provided by law with regard to any action based on this memorandum of agreement.

4. RESPONSIBILITIES:

a. FINANCIAL MANAGEMENT:

(1) The GIFD agrees to provide, as its share of the operations cost of the use of the ARFT Facility. These costs include the purchase/reimbursement of any Liquefied Petroleum Gas (LPG) and nitrogen that is used to expel the LPG.

(2) Both parties shall comply with all federal, state, and local laws, rules and regulations applicable to the maintenance of the ARFT Facility. Any penalty resulting from the violation of applicable statutes is the sole responsibility of the offending party.

(3) The legal responsibility of the GIFD for personal injuries and property damage shall be governed by the Nebraska Political Subdivisions Tort Claims Act. The legal responsibility of the 55CES for personal injuries and property damage shall be governed by the Federal Tort Claims Act or the Military Claims Act, as applicable.

(4) Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.

b. LOGISTICS SUPPORT:

(1) All tools, equipment, and any other property taken upon or placed upon the land by GIFD shall remain the property of GIFD, may be removed by GIFD at any time and must be removed by GIFD within 30 days after termination of this agreement.

(2) With respect to the distance the city of Grand Island is located from Offutt AFB (150 miles) the 55 CES agrees to provide the necessary fire apparatus to conduct a training exercise. The only firefighting agent that will be provided by the 55 CES is water. Any other agent/s including Aqueous Film Forming Foam (AFFF) shall be provided by GIFD. Any firefighting agent provided shall not contain any polychlorinated biphenyls or solvents or chemicals that are defined as hazardous chemicals or that produce hazardous waste as defined by the U.S Environmental Protection Agency Hazardous Waste Management System Regulations.

c. MANPOWER:

The USAF agrees to provide the necessary manpower to operate the training facility and sufficient manpower to conduct each training evolution in a safe manner.

d. AGREEMENT AND ADMINISTRATION:

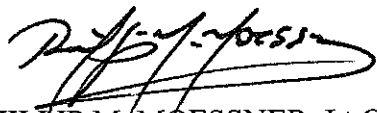
(1) Effective date of this MOA is the date of execution. This MOA shall be reviewed annually. This agreement will continue in effect unless the 55 CES provides written notice of intent to terminate the agreement at least 30 days before the proposed termination date.

(2) Written communications to GIFD shall be addressed as follows:

Grand Island Fire Dept.
City Hall 100 East First Street Box 1968
Grand Island NE 68802-1968

(3) Written communications to the 55 CES shall be addressed as follows:

55 CES/CEF
106 Peacekeeper Dr. STE 2N3
Offutt AFB NE 68113-4019



PHILLIP M. MOESSNER, Lt Col, USAF
Commander 55th Civil Engineer Squadron

18 JUL 07

DATE

MARGARET HORNADY
Mayor, City of Grand Island

DATE

RESOLUTION 2007-224

WHEREAS, the City of Grand Island has a Mutual Aid Agreement with the Central Nebraska Regional Airport to assist in the event of fire or other emergency; and

WHEREAS, because of military presence at the Central Nebraska Regional Airport, training for city firefighters has become available at Offutt Air Force in Omaha, Nebraska, for aircraft fire and rescue situations; and

WHEREAS, expenses incurred to participate in the training shall include the cost of fuel to operate the training simulator and travel expense; and

WHEREAS, a Memorandum of Agreement has been reviewed and approved for such project by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Agreement for Aircraft Rescue Firefighting Training between the City of Grand Island and Offutt Air Force Base is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G16

#2007-225 - Approving Purchase of Automation Equipment and Supplies with SirsiDynix

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: September 11, 2007

Subject: Approving Purchase of Automation Equipment and Supplies with SirsiDynix

Item #'s: G-16

Presenter(s): Steve Fosselman, Library Director

Background

Through previous City Council approval, the Grand Island Public Library has been contracting with SirsiDynix (formerly Dynix) since 1993 on a variety of automation system needs, including installation of hardware and software to operate the automated circulation of items. The purchase of 3M workstations in 1993 was included in this arrangement. Since that initial contract, our library has periodically received City Council approval for various system enhancements and 3M upgrades.

Discussion

To facilitate the advancement of technologies and staff efficiencies in the library's expanded facility, the library applied for and received a federal Library Improvement Grant in the amount of \$75,200 to assist in the purchase of two additional 3M selfcheck machines and a variety of equipment and supply items to initiate RFID (Radio Frequency Identification) technologies for more efficient check in of materials and inventory management. This purchase totaling \$122,240.50 will allow our library to continue operating in the most cost-effective manner and to allow staff to provide other essential services to library patrons.

Purchasing through SirsiDynix is recommended because 3M workstations are directly linked to SirsiDynix's database server, purchasing through SirsiDynix assures the library of consistent maintenance service regardless of the source of the problem, and discounts have been negotiated with SirsiDynix based on previous purchases. Sufficient funds are available in the library's operating budget which includes the \$75,200 in federal grant funds.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve this purchase in the amount of \$122,240.50 with SirsDynix.

Sample Motion

Motion to approve a purchase in the amount of \$122,240.50 with SirsDynix.



Name	Grand Island Public Library	David Tuttle, MLS		
Contact	Steve Fosselman, Director	Senior Marketing Consultant: RFID & Self Check		
Address 1		Office: 800-288-8020 ext. 5410		
Address 2		Cell: 801-691-8318		
City,ST,Zip		Email: david.tuttle@sirsidynix.com		
Phone				
Fax		Zone #	5	
Email		Issued	8/24/2007	
Quote #	GIPL 3M RFID 82407B	Expire	10/23/2007	

Prices include product, installation (except tag installation) and first year's support and maintenance.

Qty	Description	Unit Price	Total Price	Annual Maint	Unit Maint
3M - RFID One Tag Solution					
	RFID Tags				
59000	D6-RFID Tag	0.58	34,220.00		
6000	CD8N A/V Disc Tag	1.27	7,620.00		-
	Fast Tagging Station Rental				
	811 Conversion Station			-	
1	Three Month Rental	2,860.00	2,860.00	-	-
	Staff Workstation			-	
6	895 Pad Workstation	4,175.00	25,050.00	4,384.50	730.75
	RFID Self Check Systems			-	
2	V3 (Tabletop) with laminate top	20,799.00	41,598.00	4,082.30	2,041.15
	Digital Library Assistant (DLA) and DLA Accessories			-	
1	803 DLA	7,396.00	7,396.00	801.15	801.15
	Includes:			-	
	Application software			-	
	Two 32MB memory cards			-	
	Battery charger			-	
	Two batteries			-	
1	Digital Data Manager 747	1,639.00	1,639.00	201.60	201.60
				-	
	Total Price		120,383.00		
	Shipping		1,857.50		
	Grand Total		122,240.50		
	Estimated Annual Maintenance Contract After year 1.		9,469.55		
	All information contained within this document is confidential and may not be shared with anyone outside of the institution to which it has been issued. Failure to comply will result in nullification of this quotation and all pricing listed therein.				

R E S O L U T I O N 2007-225

WHEREAS, the Grand Island Public Library has contracted with SirsiDynix (formerly Dynix) since 1993 on a variety of automation system needs, including installation of hardware and software to operate the automated circulation of items; and

WHEREAS, to facilitate the advancement of technologies and staff efficiencies in the library's expanded facility, the library received a federal Library Improvement Grant in the amount of \$75,200.00 to assist in the purchase of two additional 3M Self Check machines along with a variety of equipment and supply items to initiate Radio Frequency Identification, totaling \$122,240.50; and

WHEREAS, the purchase of two 3M Self Check series workstations, along with a variety of equipment and supply items to initiate Radio Frequency Identification, for the amount of \$122,240.50 is recommended; and

WHEREAS, continued use of SirsiDynix is recommended to assure consistent maintenance with SirsiDynix equipment that is directly linked to the SirsiDynix database server.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of two 3M Self Check V series workstations, along with a variety of equipment and supply items to initiate Radio Frequency Identification, for the amount of \$122,240.50 at the Grand Island Public Library from SirsiDynix (formerly Dynix) is hereby approved; and the Mayor is hereby authorized and directed to execute such Purchase Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ? _____ September 6, 2007 ? City Attorney
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City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G17

#2007-226 - Approving Authorization to Negotiate with Funk Family LLC for Land Swap with the Parks and Recreation Property Located South of the Webb Road Soccer Complex

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: September 11, 2007

Subject: Approving Land Swap with Funk Family LLC

Item #'s: G-17

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

Background

Dale Funk, representing Funk Family LLC contacted the Parks and Recreation Department showing interest in acquiring land currently owned by the City for land owned by Funk Family LLC. This land is located at the South end of the Webb Road Soccer Complex. The land that the Funk Family LLC is interested in acquiring has been maintained by the owners of Lumbermans, formerly Johnson-Cashway for at least 40 years. The land the Funk Family LLC wishes to swap is west of the land previously discussed (see map).

Discussion

The City would benefit from the land swap as the land the Funk Family LLC is willing to exchange is currently used for drainage for the Webb Road Soccer Complex. As this request has been originated by the Funk Family LLC, it is recommended that all costs associated with the land swap including surveys, Title Insurance and any other expenses that may be incurred to complete this transaction be the responsibility of the Funk Family LLC.

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

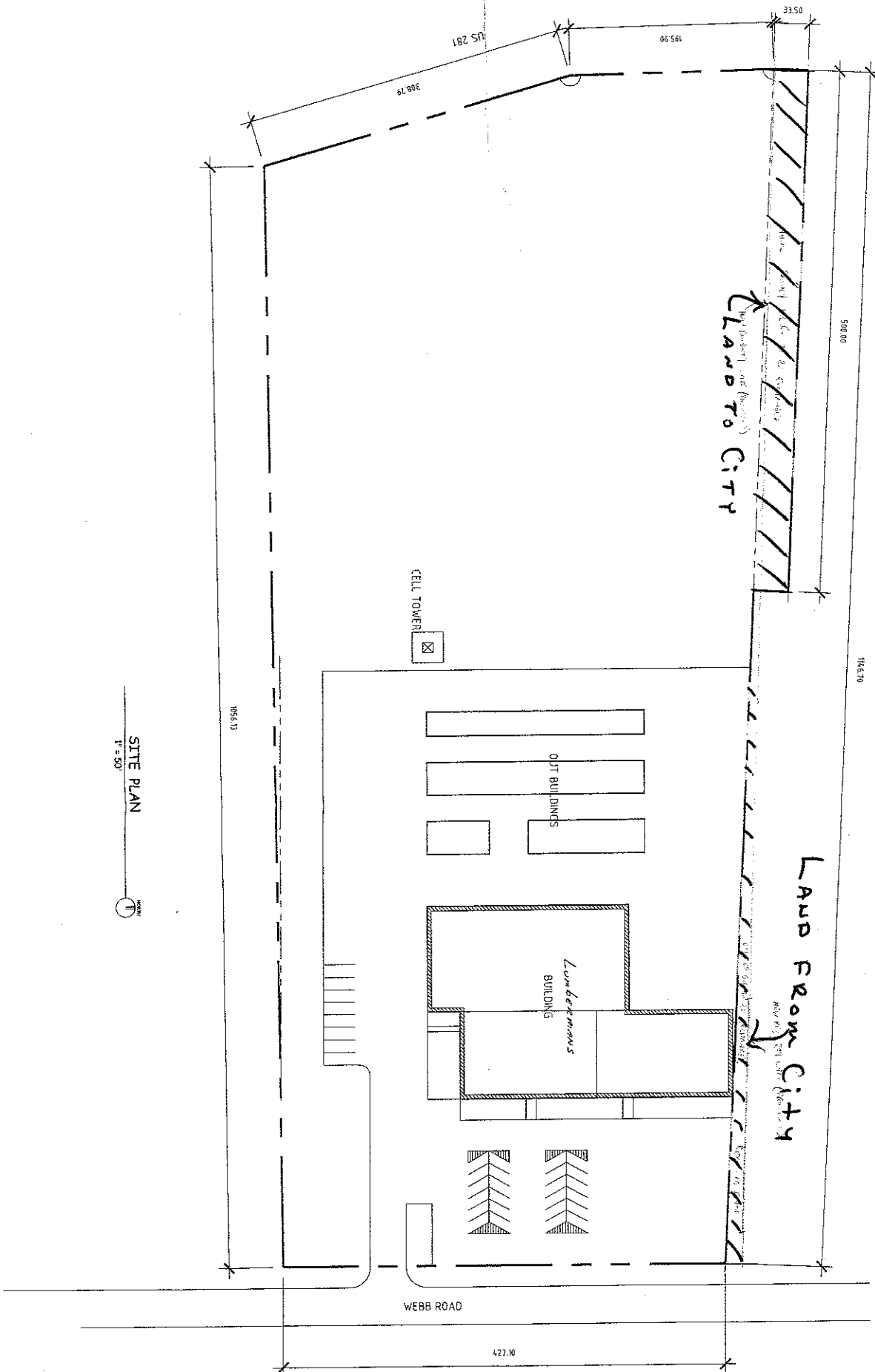
City Administration recommends that the Council approve Resolution #2007-226 allowing for the land swap.

Sample Motion

Motion to approve Resolution #2007-226 allowing for a land swap with Funk Family LLC.

TUNK FAMILY L.L.C.
 40 Lumbermen's Bldg. + Shop # 3.
 13701 Lumbermen Road
 Omaha, NE 68137
 (402) 894-2222
 PA (402) 894-2242
 THE FUNK

WEBB ROAD Soccer Complex



SITE PLAN
 1" = 50'



RESOLUTION 2007-226

WHEREAS, it is mutually beneficial to trade real estate with adjoining owner, Funk Family, LLC; and

WHEREAS, the process of trading real estate requires a public hearing and resolution to acquire property and an ordinance to sell property subject to right of remonstrance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a survey and title insurance search be prepared at the expense of Funk Family, LLC, and upon preparation thereof, this matter be set for public hearing in accordance with law prior to the acquisition of real estate and the sale of real estate by ordinance subject to remonstrance. It is understood that Funk Family, LLC, will be responsible for all costs of any transaction approved by Council after hearing and remonstrance.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item H1

**Consideration of Request from Melodee Anderson for a
Conditional Use Permit for a Temporary Modular Office Located
at 3515 West Old Potash Highway**

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item H2

**Consideration of Request from Randy & Cynthia Evans for a
Conditional Use Permit for a Temporary Car Dealership Office
Located at 1407 West 2nd Street**

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item H3

**Consideration of Request from Olsson & Associates for a
Conditional Use Permit for a Temporary Soil Vapor Extraction
Trailer Located at 373 North Vine Street**

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item I1

**#2007-227 - Consideration of Approving General Property,
Parking District #2 (Ramp) and Community Redevelopment
Authority Tax Request**

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

Staff Contact: David Springer

RESOLUTION 2007-227

WHEREAS, Nebraska Revised Statute Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City that the property tax request for the current year be a different amount than the property tax request for the prior year; and

WHEREAS, the final levy of the Municipality for the fiscal year 2007-2008 for all general municipal purposes is set at .238319 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2007-2008 for Parking District No. 2 is set at .023375 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2007-2008 for the Community Redevelopment Authority is set at .022566 per one hundred dollars of actual valuation.

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

1. The amount to be raised by taxation for all general municipal purposes for the fiscal year commencing on October 1, 2007 in the amount of \$5,280,591.00 shall be levied upon all the taxable property in the City of Grand Island, and based on a current assessed valuation of \$2,215,765,896.00; and
2. The amount to be raised by taxation for Parking District No. 2 for the fiscal year commencing October 1, 2007 in the amount of \$9,000.00 shall be levied upon all the taxable property within Parking District No. 2, and based on a current assessed valuation of \$38,502,963.00; and
3. The amount to be raised by taxation for the Community Redevelopment Authority for the fiscal year commencing October 1, 2007 in the amount of \$500,000.00 shall be levied upon the taxable property in the City of Grand Island, and based on a current assessed valuation of \$2,215,765,896.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item I2

**#2007-288 - Consideration of Additional Engineering Fees with
Olsson Associates for Water Park Design**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: September 11, 2007

Subject: Request for Additional Engineering Fees From Olsson Associates

Item #'s: I-2

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

Background

The City of Grand Island entered into a contract with Olsson Associates for the design of a Children's Wet Play Area at Island Oasis on March 24, 2005. The fee quoted in the contract was \$42,700.00. Using information provided from an aquatics study by C. T. Brannan in 2004, an estimated construction cost of \$500,000.00 was used to develop the fee associated with the design contract. On September 18, 2006 Olsson Associates provided the City with a 1st Amendment To Letter Agreement For Engineering Services. The request stated that it was the opinion of Olsson Associates that the actual cost of the wet play area at Island Oasis would cost between \$1,100,000.00 and \$1,300,00.00 to construct. Because of this increased construction estimate Olsson Associates determined an additional fee of \$31,520.00 would be required. Olsson Associates continued to provide services and a dispute has now arisen as to the proper amount of payment due.

Discussion

After receiving this request the Park and Recreation Director along with the Recreation Superintendent met several times with Kevin Prior, of Olsson Associates to discuss the requested fee. The Park Department did not feel the additional fee request was proper and declined to sign the letter requesting the additional fees. The City did state that they expected a completed set of drawings from Olsson Associates before any final payment would be made. The Park Department contacted the City Attorney's office regarding this request. After meeting with Kevin Prior and reviewing his hourly costs associated with the project, the City Attorney's office offered a settlement payment in the amount of \$20,000.00 under the authority to resolve disputes granted by City Code Section 27-41. It is the Parks and Recreation Departments understanding that Olsson Associates have agreed to accept this amount as final payment for the engineering services rendered upon

approval of Council. Final payment would not be made until final construction drawings, approved by the Nebraska State Health Department were given to the City

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 agree to the final payment of \$20,000.00.

Sample Motion

Motion to make final payment to Okson Associates in the amount of \$20,000.00 for engineering services for the wet play area at Island Oasis.

R E S O L U T I O N 2007-228

WHEREAS, a dispute has arisen regarding compensation for engineering services rendered by Olsson Associates of Grand Island, Nebraska; and

WHEREAS, the city's Purchasing Agent has the authority to negotiate settlement based on value of services rendered pursuant to City Code Section 27-41; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that \$20,000.00 shall be paid to Olsson Associates in complete and full settlement for all claims for engineering services arising out of the play area design for Island Oasis Water Park conditioned upon delivery of all completed plans for the project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item I3

#2007-229 - Consideration of Approving Appointment of Jeff Pederson as City Administrator and Approving Offer of Employment

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Mayor Hornady
Meeting: September 11, 2007
Subject: Appointment of City Administrator
Item #'s: I-3
Presenter(s): Mayor Hornady

Background

The City of Grand Island has been without a full time City Administrator since February 2007. Gary Greer left the City's employ last February when he took another position in Farmer's Branch Texas. This past July, Dale Shotkoski was appointed as Interim City Administrator and has worn two hats as he is also the City Attorney. The City contracted with the Mercer Group to conduct the recruitment process. Jim Mercer worked with the City's Human Resources Department to conduct the search. By statute, the City Administrator is appointed by the Mayor with the Council's approval. The City Administrator serves at the pleasure of the Mayor and for the Mayor's term.

Discussion

The City has interviewed three finalists for the City Administrator position. Mr. Jeffrey Pederson is being recommended for approval as the City Administrator. Mr. Pederson has more than twenty years of municipal experience. He has been interviewed by the Mayor and Council. An extensive background check has been completed by the Mercer group. If approved, he will begin employment with the City in September.

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 ratify the appointment of Mr. Jefferey Pederson as the City Administrator.

Sample Motion

Motion to ratify the Mayor's appointment of Jeffrey Pederson as City Administrator under the working conditions set forth in the letter offering employment and the City Personnel Rules and Regulations.



September 11, 2007

Mr. Jeffrey Pederson
2006 Frederick Drive
Dodge City, Kansas 67801

Mr. Pederson,

The Mayor of Grand Island, on behalf of the City, is pleased to offer the position of City Administrator to you. The contents of this letter will outline the proposed offer of employment. The City Administrator serves at the pleasure of the Mayor and for the Mayor's term. Mayor Hornady's term will expire in December 2010. The position is at-will and will be subject to the City of Grand Island Personnel Rules and Regulations with the exception of topics that are covered separately under this offer.

The City is offering a starting salary of \$105,923.18. This is step 3 of the current City Administrator salary table. This salary will increase an additional 3.5% on October 1, 2007. The new salary will be \$109,630.49. Movement through the City Administrator salary range could occur annually after that with satisfactory performance evaluations.

The City is offering a car allowance of \$500 per month in lieu of mileage allowance, divided into two equal payments of \$250. If you agree, the City may furnish a vehicle for your use instead of paying an allowance or mileage.

The City agrees to budget and pay the professional dues and subscriptions of the City Administrator's membership to the International City Manager's Association (ICMA) and Nebraska City Manager's Association (NCMA) and any other organizations the employer deems beneficial to the City. In addition, The City will pay for your annual dues to one community service organization on your behalf.

You will be entitled to receive the same vacation leave, medical leave and holiday benefits as those accorded to other City employees. In addition, you will accrue at a rate that will provide fifteen days of vacation over the next year and the years following.

In the event that the Mayor, with the approval of the City Council, terminates you for reasons other than those outlined in the Personnel Rules and Regulations or for a conviction of a felony or a misdemeanor involving moral turpitude, the City agrees to pay, in a single lump sum payment, an amount equal to five (5) months of your salary, excluding the City's obligation for retirement, insurance, benefits or allowances for said five (5) month period. Upon payment of said lump sum, you hereby waive and release the City, its elected officials, managers, employees, and agents from any and all claims of any nature whatsoever which may arise by any reason of such termination, including, but not limited to, an alleged breach of contract, violation of any federal law, state law, local law, constitutional due process claim that termination deprived you of a property interest (such as continued employment), or a liberty interest in your good name and reputation. You are not entitled to compensation if you voluntarily leave employment with the City or if your appointment expires and you are not reappointed.

In determining the amount of the lump sum payment, the City considered the expense of conducting pre- and post-termination grievance hearings which would cost the equivalent of one month's salary; conducting a Lauderhill hearing and due process hearing which would cost the equivalent of two months' salary; defending a discrimination charge brought under local, state, or federal law which would cost the equivalent of one month's salary; and defending a breach of contract claim which would cost the equivalent of one month's salary. By accepting this lump sum payment, you agree further to voluntarily participate and cooperate in the defense of the city, its officials and employees and the prosecution of any action or proceeding about which you have knowledge, including any litigation related to these actions. This includes, without limitation, agreeing to speak with the City's attorneys regarding the facts of the matter and making yourself available for discovery and/or trial.

You will be entitled to receive the same retirement benefits as are accorded to other employees of the City. ICMA will serve as the investment administrator.

In the event you voluntarily resign your position, you shall give a two (2) month notice in advance.

Sincerely,

Margaret Hornady,
Mayor

Jeffrey Pederson

Attest: _____
City Clerk

RESOLUTION 2007-229

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor appoints and the Council consents to the appointment of Jeffrey Pederson for the position of City Administrator under the working conditions set forth in the offer of employment and the City's Personnel Rules and Regulations.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item J1

Approving Payment of Claims for the Period of August 28, 2007 through September 11, 2007

The Claims for the period of August 29, 2007 through September 11, 2007 for a total amount of \$3,964,784.78. A MOTION is in order.

Staff Contact: David Springer



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of August 29, 2007 through September 11, 2007

The Claims for the Library Expansion for the period of August 29, 2007 through September 11, 2007 for the following requisitions:

#82 \$181,688.74

#83 \$ 237.80

A MOTION is in order.

Staff Contact: Steve Fosselman

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 82

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

Attention: Trust Department

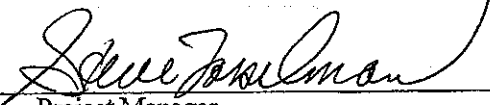
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the 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.	\$181,688.74	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 5th day of September, 200 7.



Project Manager

INVOICE #: 103164
INVOICE DATE: 08/31/07
PERIOD TO: 08/31/07
APPLICATION #: 22
CONTRACT DATE: 07/01/05
DUE DATE: 09/10/07
PAGE: 2

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

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
C001	Re-roof exstng bldg	130,969.84					0.0	130,969.84	
	Apply Carlisle Syntec 60 mil ballasted membrane system to existing building as per your attached proposal dated 6/8/07								
			Add						
	\$111,003.00								
	TOTALS:	5830,969.84	5569,811.47	96,188.74	0.00	5666,000.21	99.4	164,969.63	57,000.00

ORIGINAL CONTRACT SUM.....	\$	5,700,000.00
CHANGE BY CHANGE ORDER.....	\$	130,969.84
CONTRACT SUM TO DATE.....	\$	5,830,969.84
TOTAL COMPLETED & STORED TO DATE.....	\$	5,666,000.21
TOTAL RETAINAGE.....	\$	57,000.00
TOTAL EARNED LESS RETAINAGE.....	\$	5,609,000.21
LESS PREVIOUS CERTIFICATES FOR PAYMENT..	\$	5,427,311.47

DATE:

CURRENT PAYMENT DUE.....\$ 181,688.74

Thank you for your business!

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 83

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>
Ryder	\$237.80	Truck Rental

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 27th day of August, 2007.



Project Manager



Invoice

August 23, 2007

3035-289446

GRAND ISLAND PUBLIC LIBRARY
MR STEVE FOSSELMAN
211 N WASHINGTON ST
GRAND ISLAND, NE 68801

Invoice number: 240916
Customer number: 00987-289446

District number: 3036
DES MOINES

BENEFIT FROM THE
EASE OF E-BILLS, GET
YOUR BILL VIA FAX OR
EMAIL.888-947-0010

Payment due 09/04/07

Remit to:
Ryder Transportation Services
P.O. Box 96723
Chicago, IL 60693
Phone: 800-947-9337
Please indicate the invoice number 240916 on your remittance

Total due	\$237.80
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Summary of charges

	Vehicle/Agreement	Fixed Rental	Variable	Total
Rental	471941/00585040	275.00	37.20CR	237.80
Agreements				
Agreements total		275.00	37.20CR	237.80
Total charges		275.00	37.20CR	\$237.80

News from Ryder

Ryder reports monthly to Dun & Bradstreet,
CreditExchange and Experian.
Thank you for your business.