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# City of Grand Island



**Tuesday, November 13, 2007**

## **Council Session Packet**

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### **City Council:**

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

### **Mayor:**

**Margaret Hornady**

### **City Administrator:**

**Jeff Pederson**

### **City Clerk:**

**RaNae Edwards**

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

**Call to Order**

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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.

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**Invocation - Pastor Rod Mohler, First Church of the Nazarene, 1022 West 6th Street**

**Pledge of Allegiance**

**Roll Call**

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## **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.

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## **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.

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## **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, November 13, 2007**

**Council Session**

## **Item E1**

**Public Hearing on Request of JR Enterprises LLC dba JR Liquor,  
624 West 4th Street for a Class "D" Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** November 13, 2007

**Subject:** Public Hearing on Request from JR Enterprises LLC dba JR Liquor, 624 West 4<sup>th</sup> Street for a Class “D” Liquor License

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

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

### **Declared Legislative Intent**

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
- (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
- (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

## **Discussion**

JR Enterprises LLC dba JR Liquor, 624 West 4<sup>th</sup> Street has submitted an application for a Class “D” Liquor License. A Class “D” Liquor License allows for the sale of alcohol off sale only inside the corporate limits of the city.

Also included with the application was a request from Judy Sheeks-Rivas, 3207 East Seedling Mile Road for a Liquor Manager Application.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application of JR Enterprises LLC dba JR Liquor, 624 West 4<sup>th</sup> Street for a Class "D" Liquor License contingent upon final inspections and the request from Judy Sheeks-Rivas, 3207 East Seedling Mile Road for a Liquor Manager designation, contingent upon Ms. Sheeks-Rivas completing a state approved alcohol server/seller training program.



INTEROFFICE  
MEMORANDUM  
*Police Department*

*Working Together for a  
Better Tomorrow. Today.*

DATE: October 19, 2007

TO: RaNae Edwards, City Clerk

FROM: Sgt. Dave Vitera, Police Department

RE: Application – JR Enterprises LLC dba  
JR Liquor, 624 West 4<sup>th</sup> Street, Grand Island,  
Nebraska Class "D" Liquor License/Liquor  
Manager Designation/Judy Sheeks-Rivas

The Grand Island Police Department has received the applications from JR Enterprises LLC dba JR Liquor, 624 West 4<sup>th</sup> Street, Grand Island, Nebraska for a Class "D" Liquor License and the application for Liquor Manager Designation for Judy Sheeks-Rivas.

Judy Sheeks-Rivas lists her spouse as Julio Rivas aka Julio Rivas-Garcia. Judy was checked through Spillman and NCJIS and she had no information listed in Spillman and didn't have any violations listed in NCJIS. Julio disclosed 4 traffic violations and an assault conviction. No undisclosed violations were found in Spillman, however NCJIS revealed one undisclosed traffic violation. Jose was convicted on June 17, 2005 of having an overweight truck. The assault conviction has been "set aside" and as such can not be held against him for the purpose of the liquor license investigation.

Julio's undisclosed traffic violation technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The application asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or pled guilty to any ordinance, or resolution," The undisclosed traffic violation would fall under state law or local ordinance. However, it is an infraction, and it does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically exclude JR Liquor from getting a Liquor License.

Therefore, the Police Department has no objection to the issuance of the Class "D" Liquor License to JR Liquor and the Liquor Manager Designation for Judy Sheeks-Rivas.

DV/rk

A handwritten signature in cursive script that reads "Dave Vitera".

10/19/07  
09:05

Grand Island Police Dept.  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
Occurred before : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
When reported : 10:00:00 10/17/2007  
Date disposition declared : 10/19/2007  
Incident number : L07102648  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License Investigation  
Incident address : 624 4th St W  
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 : printed  
Geobase address ID : 13050  
Long-term call ID :  
Clearance Code :  
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	24627	10/18/07	Rivas-Garcia, Julio A	Judy's Husband
NM	129307	10/18/07	Rivas-Sheeks, Judy J	Liquor Manager

LAW INCIDENT NARRATIVE:

Liquor License Investigation for JR Liquor and Liquor Manager Designation  
Investigation on Judy Sheeks-Rivas

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	15:35:07 10/18/2007

10/19/07  
09:05

Grand Island Police Dept.  
LAW INCIDENT TABLE

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Page: 2

Grand Island Police Department  
Supplemental Report

I received a copy of an application for a liquor license for JR Liquor. I also received a copy of an application for Judy Sheeks-Rivas for a liquor manager designation for the business. Judy lists Julio Rivas as her spouse on the application.

I checked Judy through Spillman and NCJIS. I couldn't find any information on her in Spillman, and she didn't have any violations listed in NCJIS. Julio disclosed four traffic violations and an assault conviction. I did not find any undisclosed violations in Spillman. While checking NCJIS, I found one undisclosed traffic violation. Jose was convicted on 6/17/05 of having an overweight truck. The assault conviction has been "set aside." It can not be held against him for the purposes of the liquor license investigation.

Julio's undisclosed traffic violation technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The application clearly asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge." It further states that a charge includes federal, state, "local law, ordinance, or resolution." The undisclosed traffic violation would fall under state law or local ordinance. However, it is an infraction, and it does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically exclude JR Liquor from getting a liquor license.

The Police Department has no objection to the issuance of the license and the liquor manager designation for Judy Sheeks-Rivas.

Date, Time: Fri Oct 19 09:01:15 CDT 2007  
Reporting Officer: Vitera  
Unit #: 835



# INTEROFFICE MEMORANDUM

*Department Name*



*Working Together for a  
Better Tomorrow. Today.*

DATE: November 1, 2007

TO: RaNae Edwards -- City Clerk

FROM: Craig Lewis -- Building Department Director *CL*

RE: JR Liquor, 624 West 4<sup>th</sup> Street, Grand Island, NE,

The above referenced property is currently under a construction and renovation project and as such a walk through inspection can not be accomplished. Approval of the license should be contingent upon a final inspection being conducted at the conclusion of the renovation project and a certificate of occupancy being issued to allow for the legal occupancy of the facility.

If you have any questions or need any additional information please contact me.



# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item E2**

**Public Hearing on Request of Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4th Street for a Class "C" Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** November 13, 2007

**Subject:** Public Hearing on Request from Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street for a Class “C” Liquor License

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

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

### **Declared Legislative Intent**

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
- (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
- (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

## **Discussion**

Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

Also included with the application was a request from Elsy Ramos, 243 South Sycamore for a Liquor Manager Application.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments.

The Police Department background check revealed a number of serious violations which were not included in the application. Failure to disclose these convictions makes the application false under the Nebraska Liquor Control Act Part II Chapter 2 “Falsification of Application” 010.01.

The Building Department inspection found electrical code, off street parking and junk vehicle violations. See attached report.

City Administration recommends this application be denied based on Departmental inspections and background checks.

### **Alternatives**

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

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

### **Recommendation**

Based on the Nebraska Liquor Control Commission’s criteria for the approval of Liquor Licenses, City Administration recommends that the Council deny the application.

### **Sample Motion**

Move to deny the application of Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street for a Class “C” Liquor License and the request from Elsy Ramos, 243 South Sycamore for a Liquor Manager designation on findings from the Nebraska Liquor Control Act Part II Chapter 2 “Falsification of Application” 010.01 and code violations.



**INTEROFFICE  
MEMORANDUM**  
*Police Department*

*Working Together for a  
Better Tomorrow. Today.*

DATE: October 26, 2007

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Application for Class "C" Liquor License Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street, Grand Island, NE

Application for Liquor Manager Designation for Zona Rosa Nightclub,  
611 East 4<sup>th</sup> Street – Elsy Ramos

The Grand Island Police Department has received applications for Class "C" Liquor License Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street, Grand Island, Nebraska and an application for Liquor Manager Designation for Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street for Elsy Ramos.

On the application Elsy Ramos is listed as the CEO. She listed her spouse as Angel Ramos. Juan Munos and Delmi Rodriguez are listed as shareholders. Question number one under Applicant Information clearly asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge." It further states that a charge includes "federal, state, local law, ordinance, or resolution.

Elsy Ramos disclosed one speeding violation. Angel Ramos disclosed one DUI and one DDS. According to NCJIS, Elsy has the following undisclosed violations: Speeding, (3)No operator's License violations, and a no insurance violation. NCJIS showed the following undisclosed violations for Angel Ramos: DUI and Refusal to Test, arrested for Attempted Second Degree Assault on a Police Officer (plead guilty to a lesser charge. The attempted assault was reduced from a Class IIIA Felony to a Class I Misdemeanor). Angel was also convicted of Disturbing the Peace, a Class III Misdemeanor.

Juan Munoz didn't disclose any violations. According to NCJIS, Juan has the following convictions: Fictitious Plates, No Valid Registration, Speeding, No Insurance and DDS.

Delmi Rodriguez didn't have any undisclosed violations.

Three out of the four people listed on the application have undisclosed violations. None of the applicants have any felony convictions and none of their undisclosed violations fall within Chapter 28, Article 3, 4, 7, 8, 10, 11, or 12 which would automatically cause the application to be denied. However, the undisclosed violations technically make the application false under the Nebraska Liquor Control Act, Part II, Chapter 2, "Falsification of Application" 010.01.

Due to the number and relative seriousness of the undisclosed violations by three out of the four applications, the Police Department recommends that the liquor application and liquor manager designation be denied.

DV/rk

10/24/07  
15:14

Grand Island Police Dept.  
LAW INCIDENT TABLE

Page: 450  
1

City : Grand Island  
Occurred after : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
Occurred before : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
When reported : 08:00:00 10/19/2007  
Date disposition declared : 10/24/2007  
Incident number : L07102783  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License Investigation  
Incident address : 611 4th St E  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Viterra D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Viterra D  
Offense as Taken :  
Offense as Observed :  
Disposition : CLO Closed Case  
Misc. number : printed  
Geobase address ID : 10513  
Long-term call ID :  
Clearance Code :  
Judicial Status : NCI Non-criminal Incident  
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	3592	10/23/07	Ramos, Angel Edilberto	Elsy's Husband
NM	13037	10/23/07	Ramos, Elsy R	CEO
NM	43062	10/23/07	Munoz, Juan A	Shareholder
NM	72588	10/23/07	Rodriguez, Delmi A	Shareholder

LAW INCIDENT NARRATIVE:

Liquor License Investigation for Zona Rosa Nightclub and Liquor Manager  
Designation Investigation on Elsy Ramos

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number  
-----  
1 Viterra D 318 Viterra D

LAW SUPPLEMENTAL NARRATIVE:

Seq Name Date  
-----

10/24/07  
15:14

Grand Island Police Dept.  
LAW INCIDENT TABLE

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Page: 2

1 Viterra D 13:47:56 10/24/2007

Grand Island Police Department  
Supplemental Report

I received a copy of liquor license application for Zona Rosa Nightclub located at 611 E. 4th Street. Elsy Ramos is applying for a Liquor Manager Designation. On the liquor license application, Elsy Ramos is listed as the CEO. She listed her spouse as Angel Ramos. Juan Munoz and Delmi Rodriguez are listed as shareholders.

Question number one under Appicant Information clearly asks, "'Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge." It further states that a charge includes federal, state, "local law, ordinance, or resolution."

Elsy Ramos disclosed one speeding violation. Angel Ramos disclosed one DUI and one DDS. According to NCJIS, Elsy has the following undisclosed violations: Speeding, No Operator's License, and No Insurance (2/21/00); No Operator's License (8/24/03); No Operator's License (10/10/98).

NCJIS showed the following undisclosed violations for Angel Ramos: DUI and Refusal to Test (1/25/04), arrested for Attempted Second Degree Assault on a Police Officer (1/23/99). He plead guilty to a lesser charge. The attempted assault was reduced from a Class IIIA Felony to a Class I Misdemeanor. Angel was also convicted of Disturbing the Peace- Class III Misdemeanor.

Juan Munoz didn't disclose any violations. According to NCJIS, Juan has the following convictions: Fictitious Plates (1/10/99), No Valid Registration (10/5/01), Speeding (5/13/02), No Insurance (5/17/02), and DDS (1/2/03).

Delmi Rodriguez didn't have any undisclosed violations.

Three out of the four people listed on the application have undisclosed violations. Refusal to test, DUI, and an attempted assault on a police officer are pretty serious violations. None of the applicants have any felony convictions, and none of their undisclosed violations fall within Chapter 28 Article 3, 4, 7, 8, 10, 11, or 12 which would automatically cause the application to be denied. However, the undisclosed violations technically make the application false under the Nebraska Liquor Control Act Part II Chapter 2 "Falsification of Application" 010.01.

Due to the number and relative seriousness of the undisclosed violations by three out of the four applicants, the Police Department recommends that the liquor application and liquor manager designation be denied.

Date, Time: Wed Oct 24 14:51:24 CDT 2007  
Reporting Officer: Viterra  
Unit #: 835

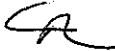


INTEROFFICE  
MEMORANDUM  
*Building Department*

*Working Together for a  
Better Tomorrow. Today.*

DATE: October 29, 2007

TO: RaNae Edwards -- City Clerk

FROM: Craig Lewis -- Building Department Director 

RE: Liquor license for 611E 4<sup>th</sup> Street, Zona Rosa Nightclub.

On October 26, 2007 an inspection was conducted of the above referenced address to check for basic code compliance with regard to a request for a liquor license.

At the time of that inspection electrical code violations were noted and in need of correction to be in compliance with the National Electric Code as adopted by the City of Grand Island. These basic corrections were to replace the use of extension cords with permanent wiring.

Additional code violations noted were the availability of off street parking and the presence of several junk vehicles and a large amount of car parts on the property. The use of this property and the property to the east as a salvage operation was discussed and the need for the approval of the City Council for a conditional use permit to allow for the salvage operation was identified.

During these discussions it was noted that the properties previously owned and operated as the nightclub and adjacent parking were now under separate ownership. That separation of ownership would not be code compliant under the City zoning code provisions. It was requested that the applicants submit a plan identifying the current property under common ownership and the required parking that is proposed to be provided for the nightclub facility.

At this time no such plan has been provided and I would suggest a denial of the requested license until such time as the required parking, electrical code, and junk vehicle violations are corrected.





# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item E3**

**Public Hearing Concerning Acquisition of Utility Easement - 1119  
East 4th Street - East 4th Street Company (Alter Scrap)**

**Staff Contact: Gary R. Mader**

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director

**Meeting:** November 13, 2007

**Subject:** Acquisition of Utility Easement – 1119 East 4<sup>th</sup> Street – East 4<sup>th</sup> Street Company

**Item #'s:** E-3 & G-2

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of East 4<sup>th</sup> Street Company, located at 1119 East 4<sup>th</sup> Street (Alter Scrap Processing), in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement will be used to place primary underground electrical cables and a pad-mounted transformer to provide electric service to a new building now under construction at Alter Scrap Processing.

## **Alternatives**

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

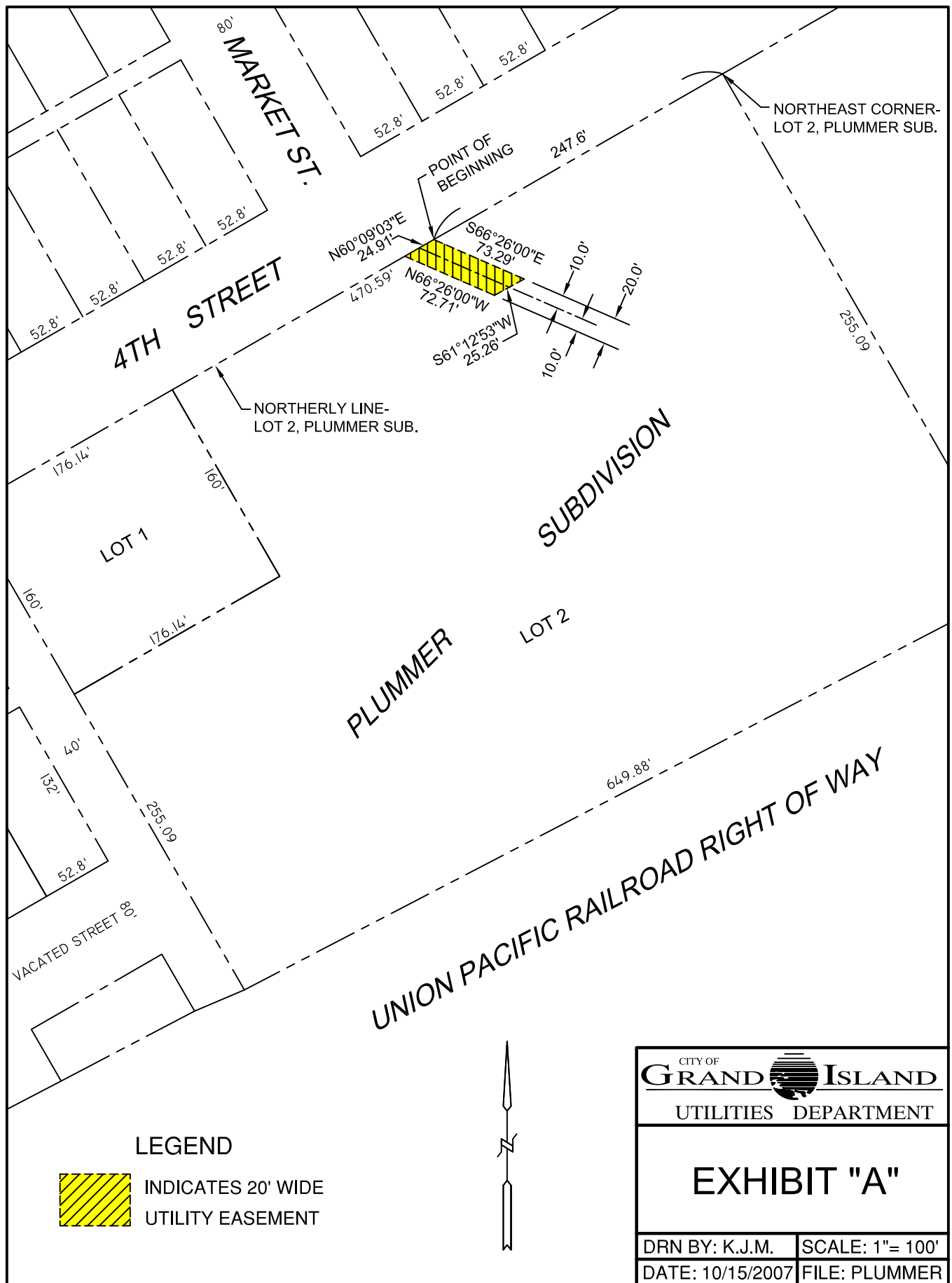
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item E4

**Public Hearing on Request from Chief Industries, Inc. for a  
Conditional Use Permit for Additional Parking and Use of a Rock  
or Crushed Concrete Surface for One Year Located at 1208 South  
Adams Street**

Staff Contact: Craig Lewis

# **Council Agenda Memo**

**From:** Craig A. Lewis, Building Department Director

**Meeting:** November 13, 2007

**Subject:** Request of Chief Industries for Approval of a  
Conditional Use Permit for a Parking Lot at 1208 S.  
Adams Street

**Item #'s:** E-4 & H-1

**Presenter(s):** Craig Lewis

## **Background**

This is a request of Chief Industries, Inc. to allow for the approval of a parking lot at 1208 S Adams. This request is to facilitate additional parking for the production facility located at 1119 S. Adams Street. The property is currently zoned R-3, Medium Density Residential Zone, that zoning classification allows as a conditional use approved by the City Council, parking lots. Additional approvals are required as the applicant wishes to install as a temporary surface crushed concrete as opposed to hard surfaced materials required by the City Code for parking lots. The City Code does provide for City Council approval of temporary uses, not to exceed two years in undeveloped areas and six months in developed areas.

## **Discussion**

The City Code does identify parking lots in the residential R-3 zone as a conditional use. The placement of crushed concrete for a surface as opposed to a permanent hard surface of asphalt or concrete would be allowed by code only as a temporary use approved by the City Council. These two items appear as a reasonable request to facilitate development of the tract of land recently purchased and cleared of the single family dwelling previously on the site.

This request is similar in nature to the recent request of St Francis Hospital for a temporary parking lot along Custer Street. The request is not similar to recent discussions of YAP Auction and that request for crushed asphalt milling for use as a surface for required permanent parking.

Two conditions suggested to be placed upon this request are 1). a landscape buffer of 20' along the east boundary adjacent to Adams Street needs to be provided to comply with the landscape requirements of the City Code. 2). the responsibility of controlling any dust created from the lot needs to be addressed by the applicants during any dry months throughout the duration of the use.

### **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 with the conditions identified imposed.

### **Sample Motion**

Move to approve the request for a conditional use permit to provide a parking lot at 1208 S. Adams Street for a one year period with the conditions as outlined in the staff recommendation.

## Conditional Use Permit Application

pc: Building, Legal, Utilities  
Planning, Public Works

1. The specific use/construction requested is: Parking for adjacent owned property located at 1119 So. Adams Street, Grand Island, NE.
2. The owner(s) of the described property is/are: Chief Industries, Inc.
3. The legal description of the property is: See Exhibit A attached
4. The address of the property is: 1208 So. Adams St, Grand Island, NE
5. The zoning classification of the property is: R-3
6. Existing improvements on the property is: None. House and all improvements recently razed.
7. The duration of the proposed use is: One year
8. Plans for construction of permanent facility is: Unknown
9. The character of the immediate neighborhood is: Cornfield to south/residential to west/  
commercial industrial to east and north.
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: Request conditional permit for additional parking for Chief Fabrication production facility located adjacent to subject property at 1119 So. Adams, including consent to permit rock or crushed concrete surface for one year to permit proper setting compaction of location of prior house and out buildings, all of which have been removed.

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

Chief Industries, Inc.

Donald L. Donners(s)  
Executive Vice President Administration

P.O. Box 2078 - 3942 Old West Hwy 30  
Address

Grand Island NE 68802  
City State Zip

10-24-07  
Date

308.389.7274  
Phone Number

200708537

FILE: 07-2412

EXHIBIT "A"

A tract of land comprising a part of the West Half of the Northwest Quarter of the Southeast Quarter (W1/2 NW1/4 SE1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska and more particularly described as follows:

Beginning at the northwest corner of said W1/2 NW1/4 SE1/4 (also being the center of said Section 21; thence running Easterly along the North line of said W1/2 NW1/4 SE1/4 a distance of Six Hundred Sixty-Four and Two Tenths (664.2) feet to the Northeast corner of said W1/2 NW1/4 SE1/4 (also being the centerline of county road); thence running Southerly along the East side of said W1/2 NW1/4 SE1/4 a distance of Four Hundred Sixty and Three Tenths (460.3) feet; thence running Westerly and parallel to the North line of said W1/2 NW1/4 SE1/4 a distance of Six Hundred Sixty Three and Nine Tenths (663.9) feet to a point on the West line of said W1/2 NW1/4 SE1/4; thence running Northerly along and upon the West line of said W1/2 NW1/4 SE1/4 a distance of Four Hundred Sixty and Three Tenths (460.3) feet to the point of beginning





# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item F1

**#9142 - Consideration of Amending City Code Chapter 5 Relative to Animal Fee Schedule**

Staff Contact: Dale Shotkoski

# **Council Agenda Memo**

**From:** Dale M. Shotkoski, City Attorney

**Meeting:** November 13, 2007

**Subject:** Revisions to Grand Island City Code  
Chapter 5 – Animals – Proposed Fee Schedule Changes

**Item #'s:** F-1

**Presenter(s):** Dale M. Shotkoski, City Attorney

## **Background**

City Code Section 5-12 outlines fees for animal licenses. It has been proposed by the Humane Society, and considered by the Animal Advisory Board, that fee increases be adopted for the annual dog and cat licenses. The increase in fees will assist in off-setting increasing costs involved in animal control duties.

## **Discussion**

A new provision in the City Code would be to include a fee for an owner keeping in their possession and on their property, an animal that has been declared potentially dangerous or dangerous. There are kennel requirements contained within the code, and inspections of these kennels is part of animal control, which is time consuming and costly. A proposed fee of \$50 for the kennel inspection fee for a potentially dangerous animal is being proposed, as well as a \$100 annual fee to keep a dangerous animal on a person's property. The purpose of the fee is to off-set the increased cost of animal control in monitoring potentially dangerous animals in the community.

## **Alternatives**

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

1. Move to approve the revisions to Chapter 5 of the Grand Island City Code.
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 approved the recommended revisions to Chapter 5 of the Grand Island City Code.

### **Sample Motion**

Move to approve the amendments to Chapter 5, Animals, of the Grand Island City Code.

ORDINANCE NO. 9142

An ordinance to amend Chapter 5 of the Grand Island City Code; to amend Sections 5-12 and 5-18 pertaining to registration fees and number of animals; to repeal Sections 5-12 and 5-18 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 5-12 of the Grand Island City Code is hereby amended to read as follows:

**§5-12. Registration Fee; Amounts; Delinquent**

(A) The owner of any dog or cat over the age of ~~three~~<sup>six</sup> months in the City of Grand Island shall pay an annual pet license fee for said dog or cat. Such fee shall be ~~adopted by the governing body~~<sup>adopted by the humane society board</sup> and identified in the City of Grand Island Fee Schedule.

The annual pet license as provided in this section shall be for the period of January 1 through December 31 of the licensing year. The pet license provided for by this section shall be secured by each new owner or new resident within thirty days of establishing residency in the City or after acquiring said animal, notwithstanding the fact that the dog or cat may have been registered within the annual period by a previous owner or that the dog or cat had been registered with another authority other than the City of Grand Island.

(B) The fee required in (A) above shall become due on January 1 of the licensing year and shall become delinquent on ~~February 1~~<sup>March 1</sup> of each year. The owner of any dog or cat in the City of Grand Island registering the same after said fee has become delinquent shall pay a surcharge in accordance with the fees ~~adopted by the governing body and adopted by the humane society board~~ and identified in the City of Grand Island Fee Schedule.

(C) No dog or cat shall be registered and licensed unless and until the owner shall display a certificate of a licensed veterinarian showing that such dog or cat has been vaccinated for rabies.

(D) The owner of any dog or cat that has been declared "potentially dangerous" or "dangerous" shall pay, in addition to the pet license above, an annual kennel inspection fee. Such fee shall become due at the time of the declaration, and then shall be paid annually thereafter with the annual fee becoming due on January 1 of the year following the declaration, and shall become delinquent on February 1 of said year. The kennel inspection fee shall be adopted by the governing body and identified in the City of Grand Island Fee Schedule.

SECTION 2. Section 5-18 of the Grand Island City Code is hereby amended to read as follows:

**§5-18. Number of Animals; Limits**

(A) No residential property shall have more than one of the following animals over weaning age per half acre of outdoor enclosure area where said animals are of the following livestock species:

- (1) horses;
- (2) mules;
- (3) donkeys;
- (4) cows;
- (5) sheep;
- (6) goats; and

## ORDINANCE NO. 9142 (Cont.)

(7) llamas;

(i.e. two acres of outside enclosure area may be occupied by two horses and two cows, not four horses and four cows).

(B) No person, except for commercial retail establishments that offer live fowl (including chickens) for retail sale and governmental and/or non-profit educational facilities, shall keep or maintain on his or her property any fowl (including chicken hens) in a number that exceeds four (4) per one acre with a minimum of land being one (1) acre (i.e., two acres may be occupied by eight (8) fowl).

(C) All properties which do not comply with subsection (A) or (B) shall either be brought into compliance by October 3, 2006 or shall obtain a conditional use permit as provided by §36-82 of this Code. The issuance of the conditional use permit shall be subject to the following conditions:

(1) A description of the species and numbers of animals to be kept on the premises during the term of the conditional use permit shall accompany this application.

(2) Written waivers approving the proposed conditional use permit shall be obtained from all persons residing within one hundred fifty (150.0) feet of the subject property and shall accompany the application.

(3) If the subject property shall be brought into compliance with Section (A) or (B) above for one hundred eighty (180) or more consecutive days, the conditional use permit shall terminate and shall not be renewed or reissued.

(D) No residential property shall have more than thirty (30) rabbits at any one time.

(E) No residential property shall have more than 64 birds over six months of age at any one time.

(F) For the purposes of this section, the number of animals permitted to be kept under subsection (A) shall be reduced by one if rabbits are also kept on said property, and also by one if birds or fowl are kept on said property.

(G) No residential property shall have more than four dogs and/or cats over ~~three~~four months of age.

(H) No residential property shall have more than four different species of animals sheltered and/or enclosed outside the residence.

SECTION 3. Sections 5-12 and 5-18 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

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

Enacted: November 13, 2007.

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Margaret Hornady, Mayor

ORDINANCE NO. 9142 (Cont.)

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item F2

**#9143 - Consideration of Amending City Code Chapter 8 Relative to Insurance Requirements for Movers and Wreckers**

Staff Contact: Craig Lewis

# **Council Agenda Memo**

**From:** Craig A. Lewis, Building Department Director

**Meeting:** November 13, 2007

**Subject:** City Code Amendments to Chapter 8, Buildings  
Chapter 15, Electricity  
Chapter 18, Gas  
Chapter 26, Plumbing  
Chapter 31, Signs

**Item #'s:** F-2, F-3, F-4, F-5, & F-6

**Presenter(s):** Craig Lewis, Building Department Director

## **Background**

This request is for City Council approval to modify the City Code to increase the limit of insurance covering the operation of registered contractors in the area of building movers and wreckers, electrical contractors, water conditioning contractors, and sign installers. Additionally section 18-25 will increase the time required to be in the trade for apprentice and journeyman mechanical fitters.

## **Discussion**

The minimum requirement for insurance provided by registered contractors has remained the same for several years at \$300,000, it appears reasonable to increase the minimum amount to \$1,000,000. The City council recently approved an increase for plumbing and mechanical contractors and these modifications will bring the remaining contractors to the same minimum level of required coverage.

Additional amendments are requested in the amount of time spent in the trades for apprentice and journeyman mechanical fitters, from two years in the trade to three and four years respectively. The requested amendments will also delete the language for open and closed book test when the plumbing and mechanical boards administer testing of licenses. The current philosophy is for open book testing through out the test. These requested revisions have been reviewed by the various boards and approval is recommended.



## **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 Ordinances No. 9143, 9144, 9145, 9146 and 9147.

## **Sample Motion**

Move to approve Ordinances No. 9143, 9144, 9145, 9146 and 9147.

ORDINANCE NO. 9143

An ordinance to amend Chapter 8 of the Grand Island City Code; to amend Sections 8-76 and 8-100 pertaining to insurance; to repeal Sections 8-76 and 8-100 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 8-76 of the Grand Island City Code is hereby amended to read as follows:

**§8-76. Insurance**

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

(1) Comprehensive General Liability Insurance covering the operations of the registrant, including coverage for completed operations, with limits of not less than ~~\$1,000,000~~\$300,000 per occurrence for bodily injury and property damage.

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

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

SECTION 2. Section 8-100 of the Grand Island City Code is hereby amended to read as follows:

**§8-100. Insurance**

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

(a) Comprehensive General Liability Insurance covering the operations of the registrant, including coverage for completed operations, with limits of not less than ~~\$1,000,000~~\$300,000 per occurrence for bodily injury and property damage.

(b) The City of Grand Island shall be listed as an additional party insured as to any third party claims for bodily injury or property damage based upon occurrences in connection with the registrant's operations, including completed operations, within the City's zoning jurisdiction.

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

ORDINANCE NO. 9143 (Cont.)

SECTION 3. Sections 8-76 and 8-100 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

SECTION 5. That this ordinance shall be in force and take effect January 1, 2008.

Enacted: November 13, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item F3**

**#9144 - Consideration of Amending City Code Chapter 15 Relative to Electrical Contractors Insurance Requirements**

Staff Contact: Craig Lewis

ORDINANCE NO. 9144

An ordinance to amend Chapter 15 of the Grand Island City Code; to amend Section 15-36 pertaining to registration and insurance requirements; to repeal Section 15-36 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 15-36 of the Grand Island City Code is hereby amended to read as follows:

**§15-36. Registration and Insurance Required**

(A) No person shall engage in the business of installing, altering, or repairing any electrical wiring, fixtures, or apparatus for any purpose whatsoever in the City without first having obtained a Certificate of Registration as a contracting electrician.

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

(1) Comprehensive general liability insurance covering the operations of the licensee, including coverage for completed operations, with limits of not less than ~~\$1,000,000~~\$300,000 per occurrence for bodily injury and property damage.

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

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

SECTION 2. Section 15-36 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

SECTION 4. That this ordinance shall be in force and take effect January 1, 2008.

ORDINANCE NO. 9144 (Cont.)

Enacted: November 13, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item F4**

**#9145 - Consideration of Amending City Code Chapter 18 Relative to Gas General Rules**

Staff Contact: Craig Lewis

## ORDINANCE NO. 9145

An ordinance to amend Chapter 18 of the Grand Island City Code; to amend Section 18-25 pertaining to general rules and requirements; to repeal Section 18-25 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 18-25 of the Grand Island City Code is hereby amended to read as follows:

### §18-25. General Rules

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

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

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

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

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

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

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

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

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

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

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

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

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



ORDINANCE NO. 9145 (Cont.)

SECTION 2. Section 18-25 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

SECTION 4. That this ordinance shall be in force and take effect January 1, 2008.

Enacted: November 13, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item F5

**#9146 - Consideration of Amending City Code Chapter 26 Relative to Insurance Requirements for Plumbing Water Conditioning Contractor**

Staff Contact: Craig Lewis

## ORDINANCE NO. 9146

An ordinance to amend Chapter 26 of the Grand Island City Code; to amend Sections 26-53 and 26-34, pertaining to water conditioning contractors and general rules; to repeal Sections 26-53 and 26-34 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 26-34 of the Grand Island City Code is hereby amended to read as follows:

### §26-34. General Rules

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 9146 (Cont.)

Amended by Ordinance No. 9118, effective 05-15-2007

SECTION 2. Section 26-53 of the Grand Island City Code is hereby amended to read as follows:

**§26-53. Water Conditioning Contractor**

(1) No person shall engage in business as a water conditioning contractor without first obtaining a license to do so from the Board.

(2) In case of any firm of more than one person or partnership engaged in the business of installing water conditioning appliances, only one of such persons shall be required to qualify for a contractor's license. In case of corporations, only one officer shall be required to qualify for such license.

(3) No license as a water conditioning contractor shall be issued by the Board unless the applicant therefore first shall have passed the examination for water conditioning installer as prescribed by this article, and shall have a regularly established place of business wherein he or she shall have posted in a conspicuous place the license issued pursuant to this article.

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

(a) Comprehensive General Liability Insurance covering the operations of the licensee, including coverage for completed operations, with limits of not less than ~~\$1,000,000~~\$300,000 per occurrence for bodily injury and property damage.

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

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

SECTION 3. Sections 26-53 and 26-34 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

SECTION 5. That this ordinance shall be in force and take effect January 1, 2008.

Enacted: November 13, 2007.

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Margaret Hornady, Mayor

ORDINANCE NO. 9146 (Cont.)

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item F6

**#9147 - Consideration of Amending City Code Chapter 31 Relative to Insurance Requirements for Sign Hangers**

Staff Contact: Craig Lewis

ORDINANCE NO. 9147

An ordinance to amend Chapter 31 of the Grand Island City Code; to amend Section 31-3 pertaining to sign hanger's licenses; to repeal Section 31-3 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 31-3 of the Grand Island City Code is hereby amended to read as follows:

**§31-3. Sign Hanger's License**

(1) It shall be unlawful for any person to engage in the business of sign hanging without first obtaining a license for such business from the City, and without maintaining comprehensive liability insurance as provided herein.

(2) The fee for a sign hanger's license shall be in accordance with the City of Grand Island Fee Schedule.

(3) Every licensee shall maintain in full force and effect an insurance policy written by a company or companies authorized to do business in the State of Nebraska with the following coverages and amounts:

(A) Comprehensive general liability insurance covering the operations of the licensee, including completed operations coverage, with limits of not less than ~~\$1,000,000~~~~\$300,000~~ per occurrence for bodily injury and property damage;

(B) A provision making the City of Grand Island a named insured for all third party bodily injury and property damage claims arising out of occurrences in connection with the licensee's operations, including completed operations, within the City's zoning jurisdiction;

(C) A provision that said policy or policies may not be canceled without written notice of such cancellation having been served on the City at least thirty days prior to the date of cancellation.

SECTION 2. Section 31-3 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

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

ORDINANCE NO. 9147 (Cont.)

Enacted: November 13, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item F7**

**#9148 - Consideration of Amending City Code Chapter 15 Relative to Power Cost Adjustment**

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

# **Council Agenda Memo**

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

**Meeting:** November 13, 2007

**Subject:** Power Cost Adjustment

**Item #'s:** F-7

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

## **Background**

Platte Generating Station has been out of service through the month of October in order to perform a major inspection and overhaul of the turbine/generator, boiler and other power plant equipment. Major overhauls are scheduled in the fall and/or spring months, during periods when regional electric demand is at a minimum. With Platte Generating Station not available for the City's electric supply, power is purchased from the regional electric grid via the 115,000 volt transmission interconnections in the City's system, or power may be generated by the Burdick Station Power Plant. In the low electric demand periods of spring and fall, electric purchase from the regional electric grid is usually less expensive than operating the gas or oil fired generation at Burdick Station. And that has been the case for this Platte Generating Station outage. But even during this low electric demand period, purchased power prices during the Platte Generating Station maintenance outage averaged approximately double the price normally incurred for electric power supply using the Utility Department generators.

## **Discussion**

The Electric Rate Codes include a Power Cost Adjustment (PCA). The PCA provides a method to adjust customer electric billings as variations in monthly power supply costs occur. It is based on a six month rolling average of monthly power costs as stated in Section 15-70 of the Grand Island City Code. If that six months average cost is above 15 mils (\$0.015) per kilowatt hour, the customer's electric bill includes an adder to recover the difference between the base amount (15 mils) and the actual power supply cost. A copy of that code section is attached for reference.

The highest monthly electric power costs for the City usually occur in the summer months when the 100 megawatt (MW) capacity of PGS is not able to meet electric peak

demands of 160 MW or more. Power purchases are made from the regional electric grid or the peaking generators at Burdick Station are operated to meet summer electric demand. As the higher cost summer months' power costs work into the Power Cost Adjustment, the PCA generally increases each month into the fall and early winter, and then lessens through the remainder of the year until the higher summer costs occur again.

This year though, the outage of PGS for the entire month of October, and resulting higher power supply costs would drastically alter that normal pattern, and would raise the PCA well above historic norms for the Electric Department's customers as the high October power costs become part of the six month rolling average. This spike would be unexpected and likely unplanned for by our customers, and would raise their electric bills substantially; in the range of 5 – 7% for the six month period which includes the October power costs.

In order to avoid this situation, Finance and Utility staff reviewed the PCA computation mechanism included in Section 15-70. The PCA spike can be avoided by specifically setting the October 2007 power price at a more normal level. It is recommended that, for the purpose of computing the PCA, the average power cost for October 2007 be specifically set at the average power cost for the six months preceding the PGS maintenance outage, at 22.14 mills (\$0.02214) per kilowatt hour. The actual average power cost for October was 45.63 mills (\$0.04563). With the average power cost for October set at a "normal" level, the PCA computations for the following six months, through March 2008, will be nearer previous years' levels. Since the PCA is part of the City Code, an Ordinance is required to alter the stated PCA computation method.

### **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 approval of Ordinance No. 9148 setting the October 2007 power cost for purposes of computing the PCA at 22.14 mills per megawatt hour.

### **Sample Motion**

Move to approve Ordinance No. 9148.

## Division 6. Power Cost Adjustment

**§15-70. Power Cost Adjustment**

The rates set out in this chapter are predicated upon a base power cost of 15.00 mills per kilowatt-hour. When the City's cost of energy per kilowatt-hour shall temporarily be greater than 15.00 mills per kilowatt-hour, there shall be added to the consumer's monthly charge for electricity used; an amount equal to the number of kilowatt-hours used during the month to which the consumer's charge applies, multiplied by the amount by which the cost of energy for kilowatt-hour shall be greater than 15.00 mills per kilowatt-hour.

Cost of energy per kilowatt-hour as determined for any month shall be applicable to all charges rendered to consumers after the last day of the following month, without any City Council action.

The cost of energy per kilowatt-hour applied to the consumer's monthly charge shall be an average of the previous six-months cost of energy per kilowatt-hour.

If a permanent increase in the contract cost of energy to the City occurs, beginning with the month that the cost increase becomes effective, the six-month average of the cost of energy per kilowatt-hour may be recalculated; using the new increased cost of energy, to compute the affected components of the cost of energy for the previous six months. This revised six-month average of the cost of energy per kilowatt hour shall then be applied to the consumer's monthly charge for electricity used without any City Council action.

For purposes of this section, the following words shall have the following meanings:

Cost of Energy shall mean the power cost for the generating plants owned by the City, consisting of the monthly natural gas cost and the cost of any fuel oil consumed; the cost of coal consumed, including freight and handling charges; plus costs of payments by the City for power and energy purchased from other power suppliers, less receipts from energy sold to other electric utilities.

Cost of Energy per Kilowatt-Hour shall mean "Cost of Energy" as above defined, divided by 95 percent of the total kilowatt hours; consisting of the kilowatt hour output of the City's electric generating plants, plus the kilowatt hours purchased from other power suppliers, less the kilowatt hours of energy sold to other electric utilities.

Amended by Ord. No. 8940, effective 1-1-2005

Amended by Ord. No. 8946, effective 1-5-2005

ORDINANCE NO. 9148

An ordinance to adjust the calculation of rates under Chapter 15 of the Grand Island City Code 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. The calculation of power cost adjustment under Section 15-70 is amended as follows:

For the purpose of calculating the six-month average cost of energy per kilowatt-hour, the average cost of energy for the month of October, 2007 is hereby set at 22.14 mills per kilowatt-hour.

SECTION 2. Nothing in this Ordinance is intended to amend Section 15-70 as now existing, but merely to set the average cost of energy for the month of October, 2007.

SECTION 3. This Ordinance is deemed non-permanent in nature and is not intended for permanent codification.

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

Enacted: November 13, 2007.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	<input checked="" type="checkbox"/>	_____
November 8, 2007	<input checked="" type="checkbox"/>	City Attorney



# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item G1**

**Approving Minutes of October 23, 2007 City Council Meeting**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING

October 23, 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 October 23, 2007. Notice of the meeting was given in *The Grand Island Independent* on October 17, 2007.

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

INVOCATION was given by Pastor Jim Hofmann, First Church of the Nazarene, 1022 West 6th Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady acknowledged the donation to the library from Myrtle Grimminger in and amount of \$888,250.00 and apologized for not mentioning it the Library Grand Opening ceremonies. Mayor Hornady acknowledged Community Youth Council members Ashley Cahupa and Laura Wirth and Board Member Darren Sanchez. Also mentioned was the Nebraska Veteran's Home 120<sup>th</sup> Year Celebration this last weekend.

#### PRESENTATIONS AND PROCLAMATIONS:

Proclamation "National Adoption Month" November 2007. Mayor Hornady proclaimed the month of November 2007 as "National Adoption Month". Yolanda Nuncio was present to receive the proclamation.

Proclamation "Community Planning Month" October 2007. Mayor Hornady proclaimed the month of October as "Community Planning Month". Chad Nabity, Regional Planning Director was present to receive the proclamation.

Presentation by Marlan Ferguson, Economic Development President Relative to the Economic Development Program Plan. Marlan Ferguson, President of the Economic Development Corporation gave the Semi-Annual Report of the Economic Development Corporation and a PowerPoint presentation of work being done by the Economic Development Corporation in Grand Island. A total of 4,346 jobs had been created with \$1,416,000 allocated to date and a current balance of \$147,137.53 to be used for incentives.

#### PUBLIC HEARINGS:

Public Hearing Concerning the Semi-Annual Report by the Citizens' Review Committee on the Economic Development Program Plan. Dehn Renter, Chairman of the Citizens' Review Committee reported that the Citizens' Review Committee was required by State Statute and the Grand Island City Code to make a semi-annual report to the City Council. No public testimony was heard.

Public Hearing Concerning Acquisition of Utility Easement Located at 3003 Frontage Road – Northeast of Orscheln’s Farm & Home Store (L & P Investments). Gary Mader, Utilities Director reported that acquisition of a utility easement located as 3003 Frontage Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would be used to place a three phase pad-mounted transformer to provide electrical service to a new building under construction. No public testimony was heard.

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

Approving Minutes of October 9, 2007 City Council Regular Meeting.

#2007-260 – Approving Semi-Annual Report by the Citizens’ Review Committee on the Economic Development Program Plan.

#2007-261 – Approving Final Plat and Subdivision Agreement for Livermore Subdivision. It was noted that James and Marlys Livermore, owners, had submitted the Final Plat for Livermore Subdivision located on a tract of land comprising a part of the E1/2 NW1/4 of Section 28-11-9 consisting of approximately 1.052 acres for the purpose of creating 2 lots.

#2007-262 – Approving Final Plat and Subdivision Agreement for Westwood Park Eleventh Subdivision. It was noted that Rudolf and Jeannice Plate and Tim Plate, owners, had submitted the Final Plat for Westwood Park Eleventh Subdivision located on a tract of land comprising a part of the NW1/4 SE1/4 of Section 14-11-10 consisting of approximately 10.620 acres for the purpose of creating 21 lots.

#2007-263 – Approving Bid Award for Snow Removal Services for the 2007/2008 Winter Season with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$125.00 per hour for Front End Loaders, \$145.00 per hour for Motor Graders and \$100.00 per hour for Hauling Snow.

#2007-264 – Approving Designation of a Handicapped Parking Stall on Boggs Avenue North of 7<sup>th</sup> Street.

#2006-265 – Approving Acquisition of Utility Easement Located at 3003 Frontage Road – Northwest of Orscheln’s Farm & Home Store (L & P Investments).

#2007-266 – Approving Bid Award for Platte River Well Field Wells #1, #4, and #8 Earthwork with Hooker Brothers Construction of Grand Island, Nebraska in an Amount of \$30,499.00.

#2007-267 – Approving Bid Award for Emergency Generator Repair at Platte Generating Station with Great Plains Technical Services of Mandan, North Dakota in an Amount of \$78,830.00.



RESOLUTIONS:

#2007-268 – Approving Funding of Economic Development Request. David Springer, Finance Director reported this was the annual funding request from the Economic Development Corporation in the amount of \$750,000.00 which was budgeted. Councilmember Nickerson commended the EDC on job creation and the investment to the community.

Motion by Nickerson, second by Meyer to approve Resolution #2007-268. 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 October 10, 2007 through October 23, 2007, for a total amount of \$3,328,165.39. Motion adopted unanimously.

Motion by Brown, second by Zapata to approve the following Claims for the Library Expansion for the Period of October 10, 2007 through October 23, 2007:

#90	\$4,334.60
#91	\$5,942.00
#92	<u>\$3,324.50</u>

Total \$13,601.10

Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:40 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G2

**#2007-269 - Approving Acquisition of Utility Easement - 1119 East  
4th Street - East 4th Street Company (Alter Scrap)**

Staff Contact: Gary R. Mader

RESOLUTION 2007-269

WHEREAS, a public utility easement is required by the City of Grand Island, from the East 4<sup>th</sup> Street Company at Grand Island, a Nebraska non-profit corporation, to install, upgrade, maintain and repair public utilities and appurtenances, including lines and transformers; and

WHEREAS, a public hearing was held on November 13, 2007, for the purpose of discussing the proposed acquisition of an easement located in a part of Lot Two (2), Plummer Subdivision located in the City of Grand Island, Hall County, Nebraska; more particularly described as follows:

Commencing at the northeasterly corner of Lot Two (2) Plummer Subdivision; thence southwesterly along the northerly line of said Lot Two (2), a distance of two hundred forty seven and six tenths (247.6) feet to the ACTUAL Point of Beginning; thence S66°26'00"E, a distance of seventy three and twenty nine hundredths (73.29) feet; thence S61°12'53"W, a distance of twenty five and twenty six hundredths (25.26) feet; thence N66°26'00"W, a distance of seventy two and seventy one hundredths (72.71) feet to a point on the northerly line of said Lot Two (2); thence N60°09'03"E, along the northerly line of said Lot Two (2), a distance of twenty four and ninety one hundredths (24.91) feet to the said Point of Beginning.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from the East 4<sup>th</sup> Street Company, at Grand Island, a Nebraska non-profit corporation, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 8, 2007	☐ City Attorney



# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item G3**

**#2007-270 - Approving the National Incident Management System (NIMS) as the Standard for Incident Management**

**Staff Contact: Jon Rosenlund**

# **Council Agenda Memo**

**From:** Jon Rosenlund, Emergency Management Director

**Meeting:** November 13, 2007

**Subject:** NIMS Resolution

**Item #'s:** G-3

**Presenter(s):** Jon Rosenlund, Emergency Management Director

## **Background**

Homeland Security Presidential Directive 5 (HSPD-5) "Management of Domestic Incidents" requires States, territories, tribal entities, and local jurisdictions adopt and implement the National Incident Management System (NIMS) in emergency planning, training, exercises, and responses. This process is also referred to as NIMS Compliance and requires the steps such as regular use of the Incident Command System, incident management training, resource management, interoperable communications, planning and exercises. NIMS Compliance is required for participation in many State and Federal grant programs.

## **Discussion**

NIMS provides a framework for interoperability and compatibility by balancing flexibility and standardization. NIMS provides a flexible framework that facilitates government and private entities at all levels working together to manage domestic incidents. This flexibility applies to all phases of incident management, regardless of cause, size, location, or complexity. NIMS provides a set of standardized organizational structures, as well as requirements for processes, procedures, and systems designed to improve interoperability. This standardization allows outside resources to more effectively collaborate with other partnering resources.

According to HSPD-5, local, state, tribal, and federal governments are to adopt and implement the use of NIMS to ensure the best possible results of pre-disaster activities, including preparation, training, technological upgrades, policy and legislation. NIMS also allows organizations and governments to better respond to an emergency in an organized and appropriate manner.

The first compliancy requirement for local jurisdictions is to formally adopt the National Incident Management System (NIMS). Adoption is made by proclamation, resolution, executive order, legislation or some other official method. Such adoption states that the City of Grand Island formerly recognizes the NIMS as the method to be used in all aspects of incident management. The components of NIMS includes command and management, preparedness (including training), resource management, interoperable communication and information management, supporting technologies, and ongoing maintenance and support.

Jurisdictions that cannot maintain NIMS compliancy will forfeit eligibility for certain federal and state funding and grants.

### **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 National Incident Management System (NIMS) as the City standard for incident management.

### **Sample Motion**

Move to approve the National Incident Management System (NIMS) as the standard for the City of Grand Island for incident management.

RESOLUTION 2007-270

WHEREAS, Homeland Security Presidential Directive 5 (HSPD-5) "Management of Domestic Incidents" requires that states, territories, tribal entities and local jurisdictions adopt and implement the National Incident Management System (NIMS) in emergency planning; and

WHEREAS, implementation of the NIMS will ensure the best possible results of pre-disaster activities which will allow government entities to better respond to an emergency in an appropriate manner; and

WHEREAS, adoption of the NIMS will validate the City of Grand Island formerly recognizes the NIMS as the method to be used in all aspects of incident management.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the National Incident Management System (NIMS) as the City standard for incident management is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 8, 2007	☐ City Attorney



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G4

**#2007-271 - Approving Interlocal Agreement for Cooperative Public Safety Services with the South Central Planning, Exercise and Training Region (SCPETR)**

Staff Contact: Jon Rosenlund



# **Council Agenda Memo**

**From:** Jon Rosenlund, Emergency Management Director

**Meeting:** November 13, 2007

**Subject:** South Central Planning, Exercise and Training Region  
Interlocal Agreement

**Item #'s:** G-4

**Presenter(s):** Jon Rosenlund, Emergency Management Director

## **Background**

In an effort to coordinate planning, exercises and training programs for public safety and homeland security initiatives, the State of Nebraska has divided counties into Planning, Exercise and Training (PET) Regions. Hall County and its municipalities are in the South Central PET Region (SCPETR). In order for the City and County agencies to benefit from this regional program, its grant funding and activities, Counties and their respective largest municipalities are required to enter into an Interlocal Agreement.

## **Discussion**

A growing number of emergency management, public safety and homeland security initiatives in the State of Nebraska are being coordinated through PET Regions. Recently, the Nebraska Emergency Management Agency (NEMA) has divided the State into seven (7) regions. Hall County and all its municipalities are located in the South Central Planning, Exercise and Training Region (SCPETR). Other counties included in this region include Buffalo, Adams, Hamilton, Dawson, Clay, Harlan, Gosper, Frontier, Franklin, Lincoln, Kearney, Phelps, Nuckolls, and Webster. NEMA has also required that the major municipalities of each county enter into this agreement in order to benefit from this program.

This Interlocal Agreement establishes the Planning, Exercise and Training Program for this South Central Region. The agreement has a term of five (5) years, though it is anticipated to be renewed following the end of the term. Any party may withdraw with 90 day notice.

Participation in this Interlocal Agreement is required for agencies to benefit from a variety of Federal and State grants, including the State Homeland Security Grant, Law Enforcement Terrorism Prevention Program, and various interoperable communications grants. These grants are authorized to fund expenses for equipment, software, training, and exercises.

The SCPETR is governed by a Policy Board, generally comprised of emergency management directors from each party.

A Memorandum of Understanding accompanies this Agreement, but adoption of that MOU is required at the County Board level only by NEMA. All appropriate documents will be made available to the City Council and the Board of Supervisors for adoption.

### **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 Interlocal Agreement.

### **Sample Motion**

Move to approve the Interlocal Agreement for Cooperative Public Safety Services with the South Central Planning, Exercise and Training Region (SCPETR) communities.

## **SOUTH CENTRAL (PET) REGION MEMORANDUM OF UNDERSTANDING**

### **Overview**

The South Central PET Region and Harlan County recognize the need for coordination within the region for regional planning, exercise, and training (PET). Today's public safety realities have highlighted the need for counties to function regionally and establish the PET process for interoperable communications, mutual aid, and emergency response plans. This process not only goes beyond traditional jurisdictional boundaries but across disciplines as well.

To institute the regional PET process, the **Adams, Buffalo, Clay, Dawson, Franklin, Frontier, Gosper, Hall, Hamilton, Harlan, Kearney, Lincoln, Nuckolls, Phelps, and Webster and the participating cities and villages within said counties**, emergency response agencies and public service agencies have worked cooperatively to develop a regional solution. This solution establishes the regional PET process for emergency response with procedures that are accessible and used by key public service officials, public safety officials, and public and private service executives.

### **Purpose**

The regional PET process is the basis for formalizing the region. The purpose of the regional PET process is to provide structure for the South Central PET Region and create formalized governance in the form of a regional committee. This governance structure transcends traditional or mutual inter-discipline aid in terms of purpose. The regional PET process along with interoperable communications ensures an organized method of planning, exercising, and training for coordination of resources to expedite efficient deployment of those resources regionally. This shall serve primarily as the function to unify the regional PET process. Moreover, the signees of this memorandum of understanding will be responsible for coordinating with the region regarding the use of grant funds for the regional PET process, and equipment.

### **Policy**

It shall be the policy that the region will align with the State Homeland Security Strategy when requesting Homeland Security Funds. Another requirement of the region is to maintain a 5 year regional PET calendar. Local Emergency Operation Plans (LEOP) shall be maintained by the individual counties. The purpose of these requirements is to ensure collaboration between local jurisdictions. All signees will be responsible for coordinating with the region regarding the use of grant funds for PET and equipment, in accordance with the approved equipment list (AEL). Regional partners shall address the sustainability of the PET program and equipment acquired through the Homeland Security Grant Program.

This PET Memorandum of Understanding in no way supersedes, overrides or overrules any other MOU, Mutual Aid Agreement or Interlocal Agreement the Region or Counties might have in place prior to the implementation of this MOU. In addition any party may withdraw from this agreement at any time, with or without cause, upon providing to the non-withdrawing Parties a written notice of such withdrawal given not less than ninety (90) days prior to the effective date of the withdrawal.

### **Oversight**

Each county participating in the use of the regional PET process will provide the Emergency Management Director as the representative to the regional committee after entering into this MOU. Oversight of the regional PET process is administered through the South Central PET Region which will be chaired by a representative of that committee. Any issues affecting policy, recommendation,

and/or subsequent change that alter the purpose of the MOU will be implemented only after a consensus is reached by the regional committee respectively. Accordingly, each county will be responsible for oversight authority of their jurisdiction. It is the responsibility of county to ensure that the regional SOPs are followed when necessary and to ensure that the National Incident Management System and the National Response Plan will be integrated into the regional PET process.

**Executed this \_\_\_\_ day of \_\_\_\_\_, 2007.**

**Hall County**

by:\_\_\_\_\_

Chairperson

County Board of Supervisors

**INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC SAFETY  
SERVICES  
BY AND AMONG  
THE COUNTIES OF ADAMS, BUFFALO, CLAY, DAWSON, FRANKLIN,  
FRONTIER, GOSPER, HALL, HAMILTON, HARLAN, KEARNEY, LINCOLN,  
NUCKOLLS, PHELPS, AND WEBSTER, AND THE CITIES AND VILLAGES  
WITHIN SAID COUNTIES.**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between the **Counties of Adams, Buffalo, Clay, Dawson, Franklin, Frontier, Gosper, Hall, Hamilton, Harlan, Kearney, Lincoln, Nuckolls, Phelps, and Webster and the participating cities and villages within said counties**, all being a bodies political and corporate and political subdivisions of the state of Nebraska, hereinafter referred to collectively as the “Parties” and individually as a “Party.” WITNESSETH:

WHEREAS, the Parties desire to form a Planning, Exercise and Training Region among public safety agencies; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, Neb. Rev. Stat. §13-801 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, Counties and the Cities are public agencies as defined by Neb. Rev. Stat. §13-801; and

WHEREAS, Neb.Rev.Stat. §29-215 authorizes municipalities and counties to enter into contracts with any other municipality or county to form, operate and maintain a Planning, Exercise and Training Program”

NOW, THEREFORE, the parties mutually covenant and agree as follows:

- 1) **Definition:** SCPETR is the South Central Planning, Exercise and Training Regional group composed of the governmental agencies participating in this agreement.
- 2) **Purpose:** To establish, maintain and operate a public safety Training Exercise and Training Program within the jurisdictions of the participating agencies.

- 3) **Term.** This agreement shall have a term of five (5) years commencing June 1, 2007.
- 4) **Termination.** This agreement may be terminated at any time, with or without cause, upon the mutual consent of a majority of the member Parties.
- 5) **Withdrawal.** Any Party may withdraw from this agreement at any time, with or without cause, upon providing to the non-withdrawing Parties a written notice of such withdrawal given not less than Ninety (90) days prior to the effective date of the withdrawal.
- 6) **Governance.** The activities of the cooperative undertaking shall be governed by a board comprised of one or more representatives from each of the Parties, hereinafter referred to as the "SCPETR Policy Board." The SCPETR Policy Board shall meet not less than four times each calendar year. The SCPETR Policy Board shall select as officers a chairperson, Vice-Chairperson and a secretary who shall serve terms of one year. A quorum of not less than a majority of the SCPETR Policy Board shall be required to take action. All questions before the SCPETR Policy Board shall be determined by majority vote of the members present. The SCPETR Policy Board may adopt such by-laws and rules of procedure as deemed appropriate by the SCPETR Policy Board.
- 7) **Cooperative Powers and Authority.** Each Party shall maintain their local PET program, and other operating components of the local Emergency Management Program. Each shall grant permission for any public safety agency to participate in any such program.
- 8) **Claims and Indemnity.** At all times while utilizing or participating in the PET program the employee of the Party shall remain an employee of the employing agency. Each Party shall provide liability insurance and indemnification for its own personnel as provided in Neb.Rev.Stat. §13-1802.
- 9) **Modification.** This Agreement may be modified by written agreement of the Parties.
- 10) **No Separate Entity.** There shall be no separate legal entity created through this Interlocal cooperation agreement. Said agreement shall be jointly administered by the SCPETR Policy Board as provided in section 4, above.
- 11) **Property.** Any property acquired or made available by any party to this agreement for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of such party as provided by law, regulation, or ordinance governing the same.
  - a) Any property acquired jointly shall, upon termination, be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property. In the event any Party withdraws from this agreement, an equitable distribution of the jointly held property, or the

fair market value thereof, shall be made to the withdrawing party based upon the withdrawing Party's financial contributions toward the purchase and maintenance of any such jointly held property.

- b) Any party can be elected or appointed by the SCPETR Policy Board to act as fiscal or purchasing agent in accordance with state law.
- c) Any property to be purchased and jointly held by the Parties shall be purchased pursuant to the purchasing rules or statutes applicable to the Party making the purchase on behalf of the Parties.
- d) Any surplus or unusable jointly held property shall be disposed pursuant to the rules or statutes applicable to the Party making such disposition on behalf of the Parties. The proceeds of any sale or disposition of jointly held property shall be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property.
- e) An inventory of all property jointly held and a report on the disposition of any joint property sold, transferred or disposed of during the prior twelve months shall be provided to the City or County Clerk of each Party on or prior to April 1 of each year.

12) **Finances.** This agreement shall be financed by funds available to the parties hereto.

13) **Provision of Assistance.** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

14) **Additional Agreements.**

- a) This agreement shall become effective for each party when that party by ordinance, motion or resolution adopts and approves this agreement and authorizes the proper official to execute this agreement.
- b) Additional cities or counties may become parties to this agreement upon acceptance and execution of this agreement, and upon approval by the governing bodies of the Parties already a party to this agreement or as directed by the Nebraska Emergency Management Agency.

**Executed this \_\_\_\_ day of \_\_\_\_\_,  
2007.**

**County of Hall**

by: \_\_\_\_\_  
Chairperson  
County Board of Supervisors

[attest]

\_\_\_\_\_  
County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

**Executed this \_\_\_\_ day of \_\_\_\_\_,  
2007.**

**City of Grand Island**

by: \_\_\_\_\_  
Mayor

[attest]

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



RESOLUTION 2007-271

WHEREAS, in an effort to coordinate planning, exercises and training programs for public safety and homeland security initiatives, the State of Nebraska has divided counties into Planning, Exercise and Training (PET) Regions; and

WHEREAS, Hall County and its municipalities are in the South Central PET Region (SCPETR); and

WHEREAS, in order for the City of Grand Island to benefit from SCPETR grant funding and activities, it is required that the city enter into an interlocal agreement with the regional program; and

WHEREAS, it is in the best interests of the City of Grand Island to enter into the Interlocal Agreement with SCPETR

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement between the South Central Planning, Exercise and Training Region (SCPETR) and the City of Grand Island is hereby approved and the mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 8, 2007	☐ City Attorney



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G5

**#2007-272 - Approving State Bid Award for (1) 2008 Dodge Ram Pickup for the Emergency Management Department**

Staff Contact: Jon Rosenlund

# **Council Agenda Memo**

**From:** Jon Rosenlund, Emergency Management Director

**Meeting:** November 13, 2007

**Subject:** State Bid Award for 2008 Dodge Ram Pickup

**Item #'s:** G-5

**Presenter(s):** Jon Rosenlund, Emergency Management Director

## **Background**

FY 2007-08 authorized the Emergency Management Department to purchase a vehicle in line item 10022601 85625. A vehicle has been found on state bid that meets department needs and is within budget.

## **Discussion**

The Emergency Management Department seeks to purchase a 1/2 ton 2008 Dodge Ram Quad Cab 4 Door 4x4 on State bid for \$24,576.00 under State Contact No. 12053OC with Lincoln Dodge, Inc. of Lincoln, Nebraska.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of the 2008 Dodge Ram pickup from the state bid.

## **Sample Motion**

Move to approve the purchase of (1) 2008 Dodge Ram pickup from Lincoln Dodge, Inc. of Lincoln, Nebraska in the amount of \$24,576.00 under State Contract No. 12053OC.

RESOLUTION 2007-272

WHEREAS, the Emergency Management Department for the City of Grand Island, budgeted for a vehicle in the 2007/2008 fiscal year; and

WHEREAS, said vehicle, a ½ Ton 2008 Dodge Ram Quad Cab Four Door 4x4, can be obtained from the State contract holder; and

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

WHEREAS, the funding for such vehicle is provided in the 2007/2008 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a ½ Ton 2008 Dodge Ram Quad Cab Four Door 4x4 in the amount of \$24,576.00 from the State contract holder, Lincoln Dodge, Inc. of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G6

**#2007-273 - Approving Intergovernmental Agreement with the  
Nebraska Department of Environmental Quality for Storm Water  
Management Plan Program**

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

# **Council Agenda Memo**

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

**Meeting:** November 13, 2007

**Subject:** Approving Inter-Governmental Agreement between the Nebraska Department of Environmental Quality and the City of Grand Island for the Storm Water Management Plan Program Grant

**Item #'s:** G-6

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

## **Background**

The Nebraska Legislature allocated \$2.5 million in funding for cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs). The Nebraska Department of Environmental Quality (NDEQ) administers the grant funds. Eligible communities include Omaha/Douglas County, Lincoln/Lancaster County, South Sioux City, Beatrice, Columbus, Fremont, Grand Island, Hastings, Kearney, Lexington, Norfolk, North Platte and Scottsbluff.

The City of Grand Island is coordinating SWMP activities among the 10 permitted non-metropolitan communities. On August 7, 2007 the City Council approved a grant application for the Storm Water Management Plan Program. The City of Grand Island has been awarded up to \$93,806.70. The required 20% match of \$18,761.34 is in the Fiscal Year 2007/2008 budget.

## **Discussion**

The Inter-Governmental Agreement between NDEQ and the City of Grand Island will allow the two to work together in implementing the Storm Water Management Plan.

Grant activities are restricted to the Best Management Practices (BMP's) and six Minimum Control Measures (MCM's) identified in the city's storm water permit. The six MCM's are:

- 1) Education and outreach,
- 2) Public involvement/participation,

- 3) Illicit discharge detection and elimination,
- 4) Construction site storm water runoff control,
- 5) Post-construction storm water management in new development and redevelopment, and
- 6) Pollution prevention good housekeeping for municipal operations.

### **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 authorize the Mayor to sign the Inter-Governmental Agreement between the Nebraska Department of Environmental Quality and the City of Grand Island Regarding the Implementation of the Storm Water Management Plan Program.

### **Sample Motion**

Move to authorize the Mayor to sign the Inter-Governmental Agreement with the Nebraska Department of Environmental Quality.



**INTERGOVERNMENTAL AGREEMENT**  
**Between the**  
**Nebraska Department of Environmental Quality**  
**and the**  
**City of Grand Island**  
**Regarding the Implementation of**  
**Storm Water Management Plan Program**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Nebraska Department of Environmental Quality (NDEQ) and the City of Grand Island (Sponsor),

WHEREAS, the Sponsor agrees to utilize funds which have been made available to NDEQ pursuant to Nebraska State Statute 46-2,139; and

WHEREAS, grant monies are being awarded to cities and/or counties with an NDEQ-approved storm water management plan to fund the duties required under the federal Clean Water Act, 33 U.S.C. 1251 et seq., as such act existed on January 1, 2006, regarding storm water runoff under the National Pollutant Discharge Elimination System requirements; and

WHEREAS, grant funds in an amount up to \$93,806.70 and a non-federal match of at least \$18,761.34 are to be used to implement the entitled "Storm Water Management Plan Program".

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

**I. TERM OF AGREEMENT**

This Agreement will go into effect on October 1, 2007, and will remain in effect until all identified tasks are completed for the project "Storm Water Management Plan Program"; unless terminated under §P of this Intergovernmental Agreement, but will not remain in effect past June 30, 2009, unless extended by amendment.

**II. CONDITIONS OF AGREEMENT**

**A. General Conditions**

1. The Sponsor agrees to submit annual progress reports to the NDEQ by July 31<sup>st</sup>. These reports shall address project activity for the previous state fiscal year, which runs from July 1<sup>st</sup> – June 30<sup>th</sup>, and contain the following components:
  - a. Progress to date;
  - b. Financial report of money spent for each approved activity element;
  - c. Significant findings or events;
  - d. Corrective actions taken to resolve any problems that are encountered.
2. The Sponsor agrees that if indirect costs are authorized, as specified in the approved plan, they will be charged at the approved indirect rate.
3. The Sponsor agrees that a copy of any contract, interagency agreement, subagreement and/or procurement of equipment under this grant, for a value of \$5,000 or more, will be provided to the NDEQ with their annual report.
4. A Quality Assurance/Quality Control project plan must be approved by NDEQ prior to expending any funds for environmental monitoring. Any environmental data collected must be provided to NDEQ.

5. The Sponsor agrees to recognize the contributions and/or involvement of the Nebraska Department of Environmental Quality in project publicity, reports, newsletters, and other materials. The Sponsor shall work with the NDEQ to ensure that all necessary peer review requirements are met. A minimum of 10 copies of printed outreach material and 2 copies of videos produced under this grant shall be provided to the NDEQ unless otherwise specified.
6. A final project report must be submitted to NDEQ within 30 days after completion of the project or termination date.

**B. Statement of Costs**

The Sponsor will submit with their annual report a cost documentation of project expenses. For purposes of this agreement, expenditures and match claims shall be related to budget items as described in the approved work plan, included as Attachment A. The Sponsor must contribute and report a 20% cash match by completion of the project.

**C. Disbursements**

1. The Sponsor shall receive full payment of the award amount within thirty (30) working days after receipt of this Intergovernmental agreement signed by the Sponsor's authorized representative. The NDEQ shall not be held responsible for delays in payment, due to causes beyond its control.
2. No expenditures can be made for activities not approved in the workplan identified in Section II D of this Agreement.
3. Under no circumstances shall the payment under this Agreement exceed \$93,806.70.

**D. Work Description and Schedule**

This Agreement encompasses the project commonly known as "Storm Water Management Plan Program". The project shall complete objectives and work items as described in the workplan (Attachment A). The workplan includes activity elements from the Sponsor's Storm Water Management Plan as approved by NDEQ, and when this Plan is amended by the Sponsor and approved by NDEQ, those amendments are considered part of the Sponsor's work plan for this project.

**E. Amendments**

This agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the EPA or NDEQ.

**F. Forfeiture, Repayment and Delays in Disbursement of Funds**

NDEQ may recover from the Sponsor any costs, which result from violation of any of the conditions of this Agreement by the Sponsor or failure of the Sponsor to complete and maintain the project in the manner described in the work plan (Attachment A), including any amendments thereto which have been properly approved.

**G. Remedies Not Exclusive**

The use by either the Sponsor or the NDEQ of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party from using such remedy, or limit the application of any other remedy provided by law.

**H. Assignment**

No assignment or transfer of this agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved by the NDEQ and made subject to such reasonable terms and conditions as the NDEQ may impose.

**I. Waiver of Rights**

The Sponsor or NDEQ may from time to time waive any of their rights under this Agreement. However, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver with respect to any other default.

**J. Inspection of Books, Records and Reports**

The duly authorized representative of either party shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or related matters during regular office hours. Each party shall maintain and make available for such inspection accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.

**K. Independent Contractor**

The Sponsor is and shall perform this Agreement as an independent contractor and as such shall have and maintain exclusive control over all of its employees, agents and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act or be deemed the NDEQ's agent, representative or employee. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes and other taxes now or hereafter required by any law or regulation and agrees to comply with all applicable laws, regulations and orders relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity and other laws, regulations and orders of like nature. For any work hereunder subject to the Veterans Readjustment Assistance Act of 1974, or the Rehabilitation Act of 1973, the parties hereto shall comply with all provisions thereof, together with all applicable rules, regulations and orders of the Department of Labor, and the notices required pursuant to 41 CFR 60-1.4, 60-250.4 and 60-741.4 which are hereby incorporated by reference into this Agreement.

**L. Nondiscrimination**

The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska and their subcontractors from discriminating against any employee, or applicant for employment in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. The Sponsor's signature is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Sponsor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

**M. Publication Rights**

All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.

**N. Termination**

This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

1. Not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
2. An opportunity for consultation with the terminating party prior to termination.

**O. Drug Free Workplace**

The Sponsor by executing this Agreement, certifies and assures that it operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.

**P. Project Managers**

The Project Manager for each party to this agreement shall be as follows. The Project Manager may be changed by any agency upon written notification.

NDEQ  
Deana Barger  
Source Water Coordinator  
Planning Unit  
402-471-6988

Sponsor  
Gary Willard  
Storm Water Technician  
City of Grand Island  
308-385-5444 ext 270

**Q. Equipment**

By signing this Agreement, Sponsor certifies that equipment purchased from grant funds provided pursuant to this Agreement will be used solely for approved work plan activities identified in Attachment A.

**NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY**

BY: Thomas R. Lamberson

TITLE: Deputy Director



DATE: October 17, 2007

**CITY OF GRAND ISLAND**

BY: Margaret Hornady

TITLE: Mayor

\_\_\_\_\_

DATE: \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_

# ATTACHMENT A

## STORM WATER MANAGEMENT PLAN PROGRAM WORKPLAN

for the City of Grand Island (Sponsor)  
Regarding Implementation of the  
Storm Water Management Plan for Permit NER300010

CONTACT INFORMATION		
PROJECT MANAGER NAME <b>Gary Willard</b>		TITLE <b>Storm Water Technician</b>
STREET ADDRESS <b>100 East 1<sup>st</sup> Street PO Box 1968</b>		E-MAIL ADDRESS <b>gwillard@grand-island.com</b>
CITY / STATE / ZIP CODE <b>Grand Island / NE / 68801</b>		PHONE NUMBER <b>308-385-5444 ext. 270</b>
AWARD AMOUNT <b>\$ 93,806.70</b>	MATCH AMOUNT <b>\$18,761.34</b>	PROJECT END DATE <b>June 30, 2009</b>

ACTIVITY ELEMENTS & TIMELINE				
	MINIMUM CONTROL MEASURE	SECTION/SUBSECTION AND ACTIVITY ELEMENT DESCRIPTION FROM APPROVED SWMP	COST (PERCENTAGE OF GRANT)	EXPECTED COMPLETION DATE
1	Education & outreach	1.1 Distribute educational materials on storm water related issues in various media forms	10%	6-30-2009
2	Education & outreach	1.2 Develop and run Public Service Announcements	5%	6-30-2009
3	Public Involvement/ Participation	2.2 Participate/sponsor community clean-up events	5%	6-30-2009
4	Public Involvement/ Participation	2.3 Continue operation of storm sewer stenciling program	5%	6-30-2009
5	Illicit Discharge Detection and Elimination	3.2 Perform dry weather inspections of storm water outfalls	10%	6-30-2009
6	Illicit Discharge Detection and Elimination	3.3 Mapping of storm sewer system	10%	6-30-2009

## ATTACHMENT A

	MINIMUM CONTROL MEASURE	SECTION/SUBSECTION AND ACTIVITY ELEMENT DESCRIPTION FROM APPROVED SWMP	COST (PERCENTAGE OF GRANT)	EXPECTED COMPLETION DATE
7	Construction Site Runoff	4.3 Educate contractors and the development community	5%	6-30-2009
8	Construction Site Runoff	4.4 Develop design standards for storm water runoff control measures	5%	6-30-2009
9	Pollution Prevention/ Good Housekeeping	6.1 Continue training materials for city employees	5%	6-30-2009
10	Pollution Prevention/ Good Housekeeping	6.3 Continue evaluation of municipal operations and implementation of new BMPs at facilities	10%	6-30-2009
11	Monitoring	7.1 Develop standard operating procedures for conducting baseline wet weather monitoring	10%	6-30-2009
12	Monitoring	7.2 Assessment of BMPs by monitoring discharges	20%	6-30-2009

RESOLUTION 2007-273

WHEREAS, the Nebraska Legislature allocated \$2,500,000.00 in funding for cities and counties with Storm Water permits to implement local Storm Water Management Plans (SWMPS); and

WHEREAS, On August 7, 2007, by Resolution 2007-186, the City Council approved a grant application for the Storm Water Management Plan Program; and

WHEREAS, the City of Grand Island is required to enter into an Inter-Governmental Agreement with the Nebraska Department of Environmental Quality to receive the grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Inter-Governmental Agreement between the Nebraska Department of Environmental Quality and the City of Grand Island is hereby approved and the mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G7

**#2007-274 - Approving Change Order #1 for US Highway 30 and  
Public Safety Drive Signal Project No. 2006-TS-1**

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



# **Council Agenda Memo**

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

**Meeting:** November 13, 2007

**Subject:** Approving Change Order #1 for US Highway 30 and Public Safety Drive Signal Project No. 2006-TS-1

**Item #'s:** G-7

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

## **Background**

The City awarded Ensley Electrical Services, Inc. the \$85,835.60 contract to construct the traffic signals at the intersection of US Highway 30 and Public Safety Drive on February 27, 2007. Construction has started and high ground water in the area has caused a problem installing the 12' deep signal pole footing in the northwest corner of the intersection.

## **Discussion**

Change Order #1 will cover the cost of installing the 12' signal pole footing in the high ground water table. The only other way to install the footing would be to install a de-watering well at an estimated cost of \$10,000 or wait for the high ground water to go down.

A summary of the costs of Change Order #1 are:

- Pier Driving Sub Contractor - \$1,500.00
  - Culvert Pipe - \$ 198.00
  - Digger Truck - \$ 840.00
  - Water Pump - \$ 216.00
  - Labor - \$1,890.00
- |            |              |
|------------|--------------|
| Total Cost | - \$4,644.00 |
|------------|--------------|

## **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 Change Order #1 for US Highway 30 and Public Safety Drive Signal Project No. 2006-TS-1.

## **Sample Motion**

Move to approve Change Order #1 for US Highway 30 and Public Safety Drive Signal Project No. 2006-TS-1.

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

CHANGE ORDER NO. 1

Date of Issuance: 11/14/2007

PROJECT: US Highway #30 & Public Safety Drive Traffic Signal Project No. 2006-TS-1

CONTRACTOR: Ensley Electrical Services, Inc.

CONTRACT DATE: March 27, 2007

High ground water in the area will not allow for proper installation of the 12 feet deep signal pole footing in the northwest corner of the intersection. This change order will cover the increased cost to install the 12' signal pole footing.

- Pier Driving Sub Contractor \$1,500.00
- Culvert Pipe \$ 198.00
- Digger Truck \$ 840.00
- Water Pump \$ 216.00
- Labor \$1,890.00


The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order ..... \$85,835.60


Net Increase/Decrease Resulting from this Change Order ..... \$ 4,644.00

Revised Contract Price Including this Change Order..... \$90,479.60

**Approval Recommended:**

City of Grand Island  
Owner  
By   
Steven P. Riehle, Public Works Director  
Date November 1, 2007

**The Above Change Order Accepted:**

Ensley Electrical Services, Inc.  
Contractor  
By   
Craig Ensley, President  
Secretary Treasurer  
Date Nov 05 2007

**Approved for the City of Grand Island:**

By \_\_\_\_\_  
Margaret Hornady, Mayor  
Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk  
Date \_\_\_\_\_

RESOLUTION 2007-274

WHEREAS, on February 27, 2007, by Resolution 2007-49, the City of Grand Island awarded the bid for US Highway 30 and Public Safety Drive Signal Project No. 2006-TS-1 to Ensley Electrical Services, Inc., of Grand Island, Nebraska; and

WHEREAS, it has been determined that modifications to the work to be performed by Ensley Electrical Services, Inc. are necessary; and

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

WHEREAS, the result of such modification will increase the contract amount by \$4,644.00 for a revised contract price of \$90,479.60.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Ensley Electrical Services, Inc. of Grand Island, Nebraska to provide the modification set out as follows:

Pier Driving Sub-Contractor .....	\$1,500.00
Culvert Pipe .....	198.00
Digger Truck .....	840.00
Water Pump .....	216.00
Labor .....	<u>1,890.00</u>
Total .....	\$4,644.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
November 8, 2007	<input type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G8

**#2007-275 - Approving State Bid Award for (1) 2008 Ford F250 XL 4x4 Pickup for the Engineering Division of the Public Works Department**

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

# **Council Agenda Memo**

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

**Meeting:** November 13, 2007

**Subject:** Approving State Bid Award for (1) Ford F250 XL 4x4 Pickup for the Engineering Division of the Public Works Department

**Item #'s:** G-8

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

## **Background**

The Engineering Division of the Public Works Department budgeted for a pickup to be used in the surveying operations of the division.

## **Discussion**

The vehicle specifications awarded under State of Nebraska contract # 12031 OC meets all of the requirements for the Engineering Division vehicle. Anderson Ford Lincoln Mercury of Lincoln, Nebraska submitted a bid with no exceptions in the amount of \$23,399.00. There are sufficient funds for this purchase in Account No. 10033001-85625.

## **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 State Bid Award to Anderson Ford Lincoln Mercury in the amount of \$23,399.00 for the F250 XL 4x4 pickup for the Engineering Division of the Public Works Department.

## **Sample Motion**

Move to approve the State Bid Award to Anderson Ford Lincoln Mercury of Lincoln, Nebraska in the amount of \$23,399.00 for the F250 XL 4x4 pickup for the Engineering Division of the Public Works Department.

RESOLUTION 2007-275

WHEREAS, the Engineering Division of the Public Works Department for the City of Grand Island, budgeted for a vehicle in the 2007/2008 fiscal year; and

WHEREAS, said vehicle, a Ford F250 XL 4x4, can be obtained from the State contract holder; and

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

WHEREAS, the funding for such vehicle is provided in the 2007/2008 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a Ford F250 XL 4x4 in the amount of \$23,399.00 from the State contract holder, Anderson Ford Lincoln Mercury of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G9

**#2007-276 - Approving Certificate of Final Completion for  
Handicap Ramp Project No. 2007-1**

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

# **Council Agenda Memo**

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

**Meeting:** November 13, 2007

**Subject:** Approving Certificate of Final Completion for Handicap Ramp Project No. 2007-1

**Item #'s:** G-9

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

## **Background**

A contract in the amount of \$89,308.78 for the installation of Handicap Ramps throughout the downtown area, Project No. 2007-1, was awarded to Galvan Construction on April 24, 2007. Work commenced May 9, 2007 and was completed October 31, 2007.

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans, and the specifications. It was completed under budget at a total cost of \$88,796.50 with no overruns or change orders.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Handicap Ramp Project No. 2007-1.

## **Sample Motion**

Move to approve the Certificate of Final Completion for Handicap Ramp Project No. 2007-1.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

HANDICAP RAMP PROJECT NO. 2007-1

CITY OF GRAND ISLAND, NEBRASKA  
October 31, 2007

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

This is to certify that HANDICAP RAMP PROJECT NO. 2007-1 has been fully completed by GALVAN CONSTRUCTION INC. of Grand Island, NE under the contract dated May 2, 2007. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **HANDICAP RAMP PROJECT NO. 2007-1 is located in various areas of Downtown Grand Island.**

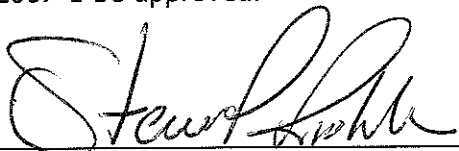
<u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>	<u>Unit</u>	<u>Total</u> <u>Quantity</u>	<u>Total</u> <u>Cost</u>
1.	Remove & Replace 4" walk w/ wire	\$ 3.50	Square ft.	3,465.9	\$12,130.65
2.	Remove & Replace 4" walk (no wire)	\$ 3.25	Square ft.	6,462.00	\$21,001.50
3.	Remove & Replace 6' vertical curb	\$ 3.50	Linear ft.	1,156.70	\$ 4,048.45
4.	Remove & Replace 6" concrete pavement	\$ 36.00	Square yd.	75.90	\$ 2,732.40
5.	Remove & Replace 30" curb & gutter	\$ 15.00	Linear ft.	274.60	\$ 4,119.00
6.	Saw Cut	\$ 2.50	Linear ft.	1,605.80	\$ 4,014.50
7.	Adjust Type "B" Inlet Hood	\$125.00	Ea.	27.00	\$ 3,375.00
8.	Adjust Pull Box	\$ 75.00	Ea.	13.00	\$ 975.00
9.	Adjust Valve Box	\$ 75.00	Ea.	6.00	\$ 450.00
10.	Adjust Manhole	\$125.00	Ea.	2.00	\$ 250.00
11.	Detectable Warning Plates	\$175.00	Ea.	204.00	\$35,700.00

---

**TOTAL PROJECT COST FOR 2007-1**

**\$88,796.50**

I hereby recommend that the Engineer's Certificate of Final Completion for the Handicap Ramp Project No. 2007-1 be approved.



Steven P. Riehle – Public Works Director

---

Margaret Hornady – Mayor

RESOLUTION 2007-276

WHEREAS, the Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Handicap Ramp Project No. 2007-1, certifying that Galvan Construction, Inc., of Grand Island, Nebraska, under contract dated May 2, 2007, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the final certificate of completion; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Public Works Director's Certificate of Final Completion for Handicap Ramp Project No. 2007-1 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G10

**#2007-277 - Approving State Bid Award for (1) 1/2 Ton Ford  
Pickup Truck for the Streets and Transportation Division of the  
Public Works Department**

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

# **Council Agenda Memo**

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

**Meeting:** November 13, 2007

**Subject:** Approving State Bid Award for (1) 1/2 Ton Ford Pickup Truck for the Streets and Transportation Division of the Public Works Department

**Item #'s:** G-10

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

## **Background**

The Streets Division of the Public Works Department is due to replace a 1999 Street Supervisor's pickup truck. The replacement truck was included in the Fiscal Year 2007/2008 approved budget. The truck currently has over 90,000 miles.

## **Discussion**

The 1/2 ton 4x4 extended cab pickup truck awarded under State of Nebraska contract #12051 OC meets all of the requirements for the Street & Transportation Division. The following is a summary of the State Bid Contract.

<b>Bidder</b>	<b>Exceptions</b>	<b>Total Cost</b>
Anderson Ford-Lincoln-Mercury Lincoln, NE	None	\$22,090.00

There are sufficient funds for this purchase in Account No. 10033501-85625.

## **Alternatives**

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

1. Move to approve
2. Refer the issue to a Committee

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of the ½ ton 4x4 extended cab pickup truck in the amount of \$22,090.00 from Anderson-Ford-Lincoln-Mercury of Lincoln, NE.

### **Sample Motion**

Move to approve the purchase of the ½ ton 4x4 extended cab pickup truck from Anderson-Ford-Lincoln-Mercury of Lincoln, NE in the amount of \$22,090.00.

RESOLUTION 2007-277

WHEREAS, the Streets and Transportation Division of the Public Works Department for the City of Grand Island, budgeted for a vehicle in the 2007/2008 fiscal year; and

WHEREAS, said vehicle, a Half Ton Ford Pickup Truck, can be obtained from the State contract holder; and

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

WHEREAS, the funding for such vehicle is provided in the 2007/2008 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a Half Ton Ford Pickup Truck in the amount of \$22,090.00 from the State contract holder, Anderson Ford Lincoln Mercury of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item G11**

**#2007-278 - Approving State Bid Award for (6) Ford Crown  
Victoria's Police Fleet Vehicles**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief  
**Meeting:** November 13, 2007  
**Subject:** Purchase of Police Fleet Vehicles  
**Item #'s:** G-11  
**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The Police Department is requesting permission to purchase six law enforcement package Ford Crown Victoria's from Anderson Ford of Grand Island for a cost of \$21,729 each or \$130,374 for the six vehicles. Funds were budgeted for the purchase.

## **Discussion**

The Police Department budgeted for the replacement of six marked patrol cars in the 2007/2008 fiscal year. Anderson Ford received the State of Nebraska bid for Ford Crown Victoria police package patrol cars. The Police Department is requesting to purchase six Crown Victoria patrol cars from Anderson Ford at a cost of \$21,729 each or \$130,374 for all six vehicles. The cost per vehicle is within the amount budgeted for the purchase.

The Police Department will remove six existing vehicles from the fleet and sell them at auction.

## **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 six Ford Crown Victoria police package patrol cars from Anderson Ford of Grand Island for a cost of \$130,374.

## **Sample Motion**

Move to approve the purchase of six Ford Crown Victoria police package patrol cars from Anderson Ford of Grand Island for a total cost of \$130,374.

RESOLUTION 2007-278

WHEREAS, the Police Department for the City of Grand Island budgeted \$130,374.00 in the 2007/2008 fiscal year to purchase six new vehicles; and

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

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

WHEREAS, the funding for such vehicles is provided in the 2007/2008 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of six Ford Crown Victoria sedans in the amount of \$130,374.00 from the State contract holder, Anderson Ford of Grand Island, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item G12**

**#2007-279 - Approving Contract for Council Chamber  
Audio/Video/Voting System Equipment Upgrade with A VI**

**Staff Contact: Wendy Meyer-Jerke**

# **Council Agenda Memo**

**From:** Jeremy Watson, Audio/Video Technician  
Wendy Meyer-Jerke, Public Information Officer

**Meeting:** November 13, 2007

**Subject:** Award Bid for Council Chamber Audio/Video/Voting System Upgrade

**Item #'s:** G-12

**Presenter(s):** Jeff Pederson, City Administrator

## **Background**

Grand Island Television, also referred to as GITV, has been operational since 1993. GITV is classified as a PEG (Public Educational Governmental) station. For those citizens who have Charter Cable, regular programming can be viewed on Channel 6 and the community bulletin board is available on Info Channel 12. GITV can also be seen on UHF Channel 56 for those who attain their local channels over the air. GITV broadcasts a number of informative segments to its viewers, including every Grand Island City Council Meeting, Citizen Review Committee Meeting, and other City of Grand Island related segments. GITV continues to move forward with the vision of top-notch educational and informative segments, quality LIVE broadcasts, community event and non-profit promotion, as well as the dissemination of emergency information to Hall County citizens.

For the last fourteen years, the Council Chambers has operated under its original audio/video/voting system. During which time, no major modifications were made. Several small changes have been implemented with little attention to the overall system stability in mind. There is no documentation to the number of changes made to the system, more importantly, where those changes and instabilities exist. This creates a very volatile situation adding to increased instability in the overall performance of the system.

## **Discussion**

Over the last six months system stability has been in a constant state of turmoil. The current camera system cannot consistently attain a matching color temperature or engage in finding and maintaining a good white balance. All four camera units are also suffering

from varying degrees of pixel burn. The result is poor image quality, especially when broadcasting long/wide camera shots.

The current sound system has been worked on and rebuilt (with no documented changes) numerous times through the years. Over time, these changes have affected not only the way members of the audience are able to hear the meetings, but also Council Members and GITV viewers as well. Microphones are over-modulated, broadcast levels are either too low or too high, and Council Chamber speakers are unable to provide a quality output level for audience participation. The current voting system is also tied in with the audio system which complicates the situation even more and compromises system stability.

Outside of the original system schematic, there has been no CAD (computer aided drawing) engineered. This upgrade will not only include a computer aided drawing, but will give key personnel easy and accurate information in regard to Council Chamber infrastructure, design, and maintenance.

Grand Island Television has researched this project since January. During which time, Audiovisual, Inc. (AVI) employees have taken numerous site surveys to attain a complete understanding of the needs of the City of Grand Island and assess potential problems. In addition, GITV audio video technician and other city staff have visited two separate sites, Columbus Nebraska Public Power District and Sioux City, Iowa. Both of these locations operate systems almost identical to the proposed project with minor differences existing of a customary nature. Both sites expressed a very positive experience in system operational success and working with AVI Systems.

Upon feedback and request, there will be an additional high resolution digital recorder engineered and implemented within Council Chambers. This device will be used for all non-broadcast meetings to attain a digital transcript of said meetings which will then be electronically archived within the city's network.

AVI is a reputable company that GITV has worked closely with during two recent upgrades the last few years. GITV is confident in the skills and knowledge of AVI to complete this project in a professional, functional, and timely manner. AVI has always been responsive to the needs of GITV and the same is expected with this project.

The specifications for the Council Chamber Upgrade Project: technical representation and engineering were issued for proposal and a response was received from the following bidder:

<u>Bidder</u>	<u>Bid Price</u>
AVI (Audiovisual Inc.) Systems, Omaha, NE	\$107,948.00

Department Staff reviewed the proposal for compliance with the City's specifications. The proposal of AVI Systems is compliant with those specifications.

If this upgrade project is approved and implemented the following objectives will be met:

1. This project will allow GITV staff to spend more time creating quality segments to put on air, rather than troubleshooting consistent technical difficulties in the Council Chambers. In addition, the overall system performance will create a level of stability that will allow for easy future maintenance.
2. This project will allow broadcasts from City Council Chambers to be at a level of audio and visual clarity that GITV has not had the capabilities of providing in the past.
3. This technological upgrade will give viewers a more dynamic and interactive experience of live local government meetings right from their home because of the modernized and easy to understand voting system that will be installed.
4. This upgrade will give GITV the opportunity and flexibility to air more “live” segments from City Council Chambers because the technology needed to air quality segments will be in place. Furthermore, the Council Chambers upgrade will give GITV the technological capability to attain digital audio transcripts of all non-broadcast meetings and hearings to be electronically archived.
5. This project will elevate broadcast quality levels which will allow GITV to be more competitive within mainstream media and has the potential of increasing viewership.

### **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 proposal received from Audiovisual, Inc. for engineering and equipment costs for Council Chamber’s upgrade be accepted and expenditure of funds authorized by resolution.

### **Sample Motion**

Move to approve contract with Audiovisual, Inc. of Omaha, NE in the amount of \$107,948.00 for Audio/Video/Voting System Upgrade.





Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
COUNCIL CHAMBER AUDIO/VIDEO/VOTING SYSTEM EQUIPMENT UPGRADE**

**RFP DUE DATE:** October 15, 2007 at 4:00 p.m.

**DEPARTMENT:** GITV

**PUBLICATION DATE:** September 27, 2007

**NO. POTENTIAL BIDDERS:** 3

**SUMMARY OF PROPOSALS RECEIVED**

**AVI Systems**  
**Omaha, NE**

cc: Jeff Pederson, Administrator  
Jeremy Watson, Audio/Visual Technician  
Wes Nespor, Assist. City Attorney

Wendy Meyer-Jerke, PIO  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

**P1194**



AVI Systems, 5055 South 111th Street Omaha, NE 68137

## Systems Implementation Agreement (SIA)

Quote Number 111-07-008743.B

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 #	Attn: Shane Gunderson	Attn: Jeremy Watson	Equip Order Date:
Date: 11/7/2007	Phone: (402) 593-6500	Phone: (308) 385-5444x310	Est. On-site Date:
Customer PO:	Fax: (402) 593-8500	Fax:	Est. Completion Date:

**Notes:** Council Chamber - Voting System Upgrade & Camera Replacement

**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> )	\$61,969.00
2.2 Implementation ( <u>Attachment "C"</u> )	\$45,979.00
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.)	
<b>2.7 Agreement Total</b>	<b>\$107,948.00</b>

**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 in these instruments. 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.

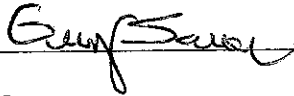
**12.13 Excusable Delay** – Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

**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: 11/8/07

## **Scope of Work / Responsibilities**

### **Attachment "A"**

#### **1.0 Statement of Services To Be Provided**

##### **Voting System**

AVI Systems will replace existing voting system. New system will be touch panel/keypad based.

The existing voting panels will be replaced with new panels which will have microphone connections and a 6-button keypad.

The keypad will have buttons for YES, NO, MIC ON/OFF, REQUEST TO SPEAK\*.

At the Clerk/Mayor location there will be a 12" touch panel. This panel will control the display devices (projector) and will show Request to Speak requests in the order the respective buttons were pressed.

The Clerk's computer will have the voting software loaded on it. This software will display voting tallies by feeding the output of this computer to the projector (use touch panel to select this computer to be displayed).

Inputs to the projector will be Podium computer, Clerk's computer, DVD located in Podium, and video feed from GITV Master Control.

Crestron equipment will be located in GITV Master Control in Customer's equipment racks.

\* Will provide pricing option to activate existing Request to Speak lights located on the desk when the respective button is pressed. This option will involve replacing existing lamps inside the lights and add relays to control the lights.

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##### **Audio System Upgrade**

AVI Systems will provide:

- (2) Biamp Audio Flex CM
- (2) IP2 mic/line input card
- (4) OP2 output card
- (12) AEC2HD acoustic echo canceling input card
- (2) Audio amplifier
- (4) Wall/ceiling mounted speaker
- (18) Gooseneck microphone
- Wireless handheld microphone
- (2) Wireless lavalier microphone
- Antenna distribution equipment

AVI Systems will replace existing gooseneck microphones and install four new wall/ceiling mounted speakers for program audio.

Will add two wireless lavalier microphones and one wireless handheld microphone for use in the Council Chambers. The receivers will be located in GITV with the antennas remotored to the Council Chambers.

Will continue to use existing ceiling speakers for voice lift within the room. Volume control will be facilitated from the touch panel.

Will replace existing audio amplifiers.

Microphone mixing system will provide acoustic echo canceling on all microphones and provide the ability to volume control each individual microphone and control each individual output level.

Microphone mixing equipment will be located in GITV Master Control in Customer's equipment racks.

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#### Camera System Upgrade

AVI Systems will replace existing cameras and camera controller.  
New cameras will be located in the same location as existing cameras.  
Will utilize existing cables for video and control.  
Cameras will be pan/tilt/zoom cameras.

Joystick controller will be located in GITV Master Control.

Customer responsible for power at equipment locations.

NOTE: Installation price quoted assumes Council Chambers upgrade and GITV studio relocation projects installed concurrently.

## **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, T1, 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
Audia FLEX CM	BIAMP	Audia FLEX Chassis w/CobraNet Module	0	2	\$0.00	\$3,488.00	\$6,976.00
IP2	BIAMP	2-channel mic/line input card	0	2	\$0.00	\$155.00	\$310.00
OP2	BIAMP	2-channel mic/line output card	0	4	\$0.00	\$95.00	\$380.00
AEC2HD	BIAMP	2-channel wide-band acoustic echo canceling w/noise suppression	0	12	\$0.00	\$324.00	\$3,888.00
Volume 8	BIAMP	8 selectable levels on a single-gang rotary encoder panel	0	0	\$0.00	\$240.00	\$0.00
Volume/Select 8	BIAMP	8 selectable levels/actions on a two-gang rotary encoder panel	0	0	\$0.00	\$300.00	\$0.00
CX 302V	QSC	2 channels, 250 Watts/ch @ 70V	0	2	\$0.00	\$679.00	\$1,358.00
CONTROL 28T-60	JBL PRO	Control 28 with Transformer. Black, Priced as Each, Packed as Pairs.	0	4	\$0.00	\$179.00	\$716.00
MX418/C	SHURE	CARDIOD-18" Gooseneck Condenser Microphone Attached Preamp with XLR Shock Mount Flange Mount Snap-Fit Foam Windscreen	0	18	\$0.00	\$197.00	\$3,546.00
SLX24/BETA58	SHURE	Includes SLX2/BETA58 Handheld Transmitter with BETA58 Microphone - J frequency	0	1	\$0.00	\$544.00	\$544.00
SLX14/93	SHURE	Includes SLX1 and WL93 Omnidirectional Micro-Lavalier Microphone - J frequency	0	2	\$0.00	\$512.00	\$1,024.00
UA844US	SHURE	Wideband UHF (470-900 MHz) Four-Way Active Antenna Splitter and Power Distribution System. 120v external power supply.	0	1	\$0.00	\$361.00	\$361.00
UA820J	SHURE	1/2 Wave Omnidirectional Antenna for UR4S/UR4D 578-638 MHz, Covers J5 Frequency Range	0	2	\$0.00	\$26.00	\$52.00
UA505	SHURE	Mounting Bracket and BNC Adapter for Remote Antenna Mounting	0	2	\$0.00	\$18.00	\$36.00
CNX-B6B	CRESTRON	6-Button Wall-mounted Keypad with Temperature Sensor and WAV File Audio, Black Faceplate. For customized engraving, finishes and other options, see Configuration and Ordering Guide.	0	16	\$0.00	\$217.00	\$3,472.00
B6-BTNB	CRESTRON	Standard Keypad 6 Button Model. Cost per button engraved. Black	0	96	\$0.00	\$6.00	\$576.00
B-G1-FP-P/BLK	CRESTRON	1-Gang Designer Series Faceplate for CNX-B Keypads - Polished Black	0	16	\$0.00	\$30.00	\$480.00
TPS-12	CRESTRON	12" Touchpanel; includes TPMC-CH-IMC [Available July, 2005]	0	1	\$0.00	\$4,096.00	\$4,096.00
PRO2	CRESTRON	Professional Dual Bus Control System. 1 Z-Bus slot and 3 Y-Bus slots. Built-in Power Supply	0	1	\$0.00	\$1,988.00	\$1,988.00
C2ENET-1	CRESTRON	Single Port 10/100BaseT Ethernet for Z-Bus Expansion	0	1	\$0.00	\$542.00	\$542.00



		Slot. New! Now, includes Crestron e-Control2®	0	1	\$0.00	\$90.00	\$90.00
CNXRMAK	CRESTRON	Rack Mount Kit for up to 3 C2N-	0	1	\$0.00	\$90.00	\$90.00
CNPWS-75	CRESTRON	HBLOCK and CNPWS-75, 2U External Cresnet Power Supply, 75 watt	0	3	\$0.00	\$271.00	\$813.00
QM-MD7X2	CRESTRON	QuickMedia Distribution Center	0	1	\$0.00	\$2,410.00	\$2,410.00
QM-RX	CRESTRON	QuickMedia Receiver [Available Q1 2005]	0	3	\$0.00	\$783.00	\$2,349.00
QM-TX	CRESTRON	QuickMedia Transmitter	0	3	\$0.00	\$663.00	\$1,989.00
QM-MD4X2	CRESTRON	4X2 QuickMedia Matrix Switcher	0	1	\$0.00	\$964.00	\$964.00
60-476-01	EXTRON	High Resolution Computer-to- Video Scan Converter	0	1	\$0.00	\$934.00	\$934.00
26-490-02	EXTRON	VGA with Audio Cable: 15-pin HD Male to Male Molded - 6' (1.8 m)	0	2	\$0.00	\$23.00	\$46.00
AVI	AVI	Voting software	0	1	\$0.00	\$2,000.00	\$2,000.00
DVP-NS77H	Sony - Starin	DVD player	0	1	\$0.00	\$100.00	\$100.00
HD-P2	TASCAM	High Resolution Portable Stereo Recorder • Built-in SMPTE Timecode Input • Up to 192kHz Recording Resolution • Records to Compact Flash Media • XLR Mic Inputs with Phantom Power and Analog Limiting • S/PDIF Digital I/O High-Speed FireWire Computer Interface equipment	0	1	\$0.00	\$914.00	\$914.00
Misc	AVI tech serv	Interface equipment	0	1	\$0.00	\$2,500.00	\$2,500.00
EVID70	SONY	Pan/Tilt/Zoom Color NTSC Video Camera	0	0	\$0.00	\$1,115.00	\$0.00
BRC300	SONY	3 CCD Mega Pixel P/T/Z Robotic Color Video Camera	0	4	\$0.00	\$3,632.00	\$14,528.00
CP-ITV-D100	TELEMETRICS	ITV CONTROL PANEL D100/D30/D70 SONY	0	1	\$0.00	\$1,207.00	\$1,207.00
CA-ITV-DIN-6	TELEMETRICS	Control panel to camera cable, 6'	0	4	\$0.00	\$45.00	\$180.00
ST-IO	CRESTRON	Cresnet Module with 8 Relays and 4 Analog Input/Digital I/O. Includes PW-1205 Power Supply	0	1	\$0.00	\$600.00	\$600.00

## Implementation Costs

### Attachment "C"

Professional Services	Grp	QTY	List	Contract	Extended
AVI	AVI tech serv	Engineering	0	1	\$0.00 \$5,880.00 \$5,880.00
AVI	AVI tech serv	Cable & Connectors	0	1	\$0.00 \$3,615.00 \$3,615.00
AVI	AVI tech serv	Hardware & Materials	0	1	\$0.00 \$4,511.00 \$4,511.00
AVI	AVI tech serv	Installation	0	1	\$0.00 \$12,642.00 \$12,642.00
AVI	AVI tech serv	Programming	0	1	\$0.00 \$8,860.00 \$8,860.00
AVI	AVI tech serv	Training	0	1	\$0.00 \$816.00 \$816.00
AVI	AVI tech serv	Travel & Expenses	0	1	\$0.00 \$4,000.00 \$4,000.00
AVI	AVI tech serv	RG-58 extension cable	0	1	\$0.00 \$225.00 \$225.00
AVI	AVI tech serv	Wireless microphone and antenna installation	0	1	\$0.00 \$750.00 \$750.00
Request to speak - cable, installation, programming, and installation.	AVI tech serv	Control request to speak lights	0	1	\$0.00 \$4,680.00 \$4,680.00
Total Implimentation					\$45,979.00

## **Gratuities and Kickbacks**

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

RESOLUTION 2007-279

WHEREAS, the City of Grand Island invited proposals for Council Chamber Audio/Video/Voting System Equipment Upgrade, according to Request for Proposals on file with the GITV Department; and

WHEREAS, on October 15, 2007, one proposal was received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, AVI Systems 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 \$107,948.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of AVI Systems of Omaha, Nebraska, in an amount not to exceed \$107,948.00 for Council Chamber Audio/Video/Voting System Equipment Upgrade is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on November 13, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, Deputy City Clerk

Approved as to Form	☐
November 8, 2007	☐ City Attorney



# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item G13**

**#2007-280 - Approving Contract for Electric Load Profiling &  
Cost of Service Study**

**Staff Contact: David Springer**

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director  
Dave Springer, Finance Director

**Meeting:** November 13, 2007

**Subject:** Approving Contract for Electric Load Profiling and Cost-of-Service Study

**Item #'s:** G-13

**Presenter(s):** Gary R. Mader, Utilities Director  
Dave Springer, Finance Director

## **Background**

The last comprehensive study and revision of rates for the Grand Island Electric Utility was done in 1989. A significant change in the relationship among cost components has occurred from that which existed in 1989, particularly related to fuel costs and the purchasing or selling of power on the regional market. Our goal is to ensure that we have in place a rate structure which reasonably reflects the costs to serve the various groups within our customer base. In 2005, Stanley Consultants provided us with an Economic Evaluation and Rate Revision Report that resulted in needed rate increases and also recommended that a cost of service study be performed.

## **Discussion**

Requests for Proposals (RFP) were sent out this spring and five responses were received by the August 1 due date from Christensen Associates, Stanley Consultants, Inc., Black & Veatch, Burns & McDonnell, and Utility Financial Solutions, LLC. After review, it was felt that only two met all the criteria we had established in the RFP and had also demonstrated successful experience in such studies; Christensen Associates of Madison, WI and Stanley Consultants, Inc. of Muscatine, IA. After extensive contacts with their references, it was decided to select Christensen Associates for our project. They were also significantly lower on fees, with a not to exceed cost of \$200,000. This study may take as long as 2-3 years as data gathering may be needed, which could entail the installation and monitoring of sampling meters at various customers and ultimately, a recommendation on rates and a tie in to our accounting and billing systems. Funds are budgeted for this study in the current fiscal year, in Enterprise Fund, #520.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the contract with Christensen Associates.

## **Sample Motion**

Move to approve the contract with Christensen Associates for an Electric Load Profiling and Cost-of-Service Study.

STATE OF WISCONSIN  
COUNTY OF DANE

### CONSULTING AGREEMENT

THE CONSULTING AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of November, 2007 by and among the **City of Grand Island Utilities Department** (hereinafter "Grand Island"), and **Christensen Associates Energy Consulting, LLC** (hereinafter "Consultant") organized and existing under the laws of the State of Wisconsin; (individually, the "Party" and collectively, the "Parties").

#### WITNESSETH:

WHEREAS, Grand Island wishes to retain the professional consulting services of Consultant to provide professional services related to electric load profiling and a cost-of-service study ("Purpose");

WHEREAS, Grand Island desires to retain Consultant to provide professional consulting services with respect to the Purpose under the terms and conditions hereinafter set forth; and

WHEREAS, Consultant desires to render such services to Grand Island under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.

Professional Services. Consultant shall provide professional services to Grand Island as Consultant and Grand Island agree during the term of this Agreement. Consultant's activities shall correspond to the tasks and deliverables described in Consultant's proposal dated July 31, 2007 and hereby incorporated into this Agreement as Attachment A.

2.

Compensation. In consideration of the professional services to be rendered by Consultant, Grand Island will pay Consultant fees for professional services on a time and materials basis not to exceed \$200,000. Grand Island shall reimburse Consultant for ordinary and necessary out-of-pocket expenses incurred in providing those services as Consultant and Grand Island will agree during the term of this Agreement.

3.



Billing Procedures. Consultant shall submit invoices monthly for payment of fees and expenses pursuant to this Agreement to: **David Springer, City of Grand Island, 100 East First Street, P.O. Box 1968, Grand Island, NE 68802-1968.** All invoices submitted by Consultant for payment shall contain descriptions of the professional services rendered by Consultant. For each person providing services, the hours worked, rate, and a description of the work performed shall be provided with the invoices. In addition, any expenses incurred by Consultant for costs other than professional services for which Consultant is to be compensated shall be itemized on the invoices. Payment terms are Net 30 Days.

4.

Term and Termination. This Agreement shall commence on the date first shown above and continue in effect until terminated by Grand Island or Consultant. Either Party may terminate this Agreement for any reason whatsoever by giving ten (10) days' prior written notice to the other Party. In the event this Agreement is terminated, Grand Island shall tender all amounts due and payable to Consultant as of the termination date but shall have no further obligation to Consultant.

5.

Disclosure of Information. Consultant agrees that it shall, during and after the term of this Agreement, treat as proprietary and confidential (1) any information provided to the Consultant in connection with the performance of professional services pursuant to this Agreement which is designated by Grand Island as proprietary or confidential or which in the ordinary course of business would be considered proprietary and confidential and (2) any and all information developed by the Consultant specifically and exclusively for Grand Island in connection with the performance of professional services pursuant to this Agreement. Consultant shall immediately notify Grand Island of any unauthorized disclosure or use of any proprietary or confidential information of which Consultant becomes aware. Such information shall be used by Consultant solely and exclusively in connection with the performance of professional services pursuant to this Agreement, and specifically, without limitation, shall not be used by any principal or employee of Consultant in connection with the representation of any other client. The foregoing limitations shall not apply to material, data or information which (i) at the time disclosed to, or obtained by, Consultant is in the public domain, (ii) becomes part of the public domain through no fault of Consultant, (iii) was communicated to Consultant by third party who is not, to Consultant's knowledge, subject to any confidentiality obligations with respect thereto; (iv) is or was independently developed by Consultant outside of the scope of this Agreement; or (v) is required to be disclosed by Consultant pursuant to any statute, regulation, order, subpoena or document discovery request.

6.

Remedies. The Parties agree that monetary damages would not be adequate

compensation in the event of a breach by either Party of its obligations under Section 5 hereof and, therefore, the Parties agree that in the event of such breach, the non-breaching Party, in addition to its other remedies at law or in equity, shall be entitled to a court order requiring the breaching Party to specifically perform its obligations under said provisions or enjoining the breaching Party from breaching said provisions.

7.

Independent Contractor.

(a) Consultant agrees to perform professional services provided pursuant to this Agreement as an independent contractor. In no event shall Consultant or any of its personnel or any subcontractor be deemed to be partners, agents, joint venturers or employees of Grand Island. Neither Consultant nor any of its employees or agents shall have any power or authority to, and Consultant hereby agrees that it will not, bind, enter into contracts or agreements on behalf of, or otherwise create any debts or liabilities for or on behalf of Grand Island. Nothing in this Agreement shall be construed as limiting Consultant's right or ability to provide consulting services to other clients, existing or new, so long as Consultant does not utilize or disclose any Confidential Information in providing those consulting services to others.

8.

Warranty. Consultant warrants and agrees to exercise a degree of care and skill required by customarily accepted, good professional standards in the performance of professional services pursuant to this Agreement, to render services promptly upon receipt of an appropriate request, to perform all services with due diligence, and to use every reasonable effort to complete the services in a timely manner as requested by Grand Island.

9.

Compliance with Laws. Consultant agrees that all of the Consulting Services it performs pursuant to this Agreement shall be performed in compliance with all applicable domestic and foreign national, federal, state and local laws, decrees, regulations and ordinances. Consultant represents to Grand Island that it is duly organized and validly existing under the laws of The State of Wisconsin.

10.

Assignment and Subcontractors. The Parties acknowledge that Grand Island is contracting in this Agreement for the personal services of Consultant. Accordingly, this Agreement may not be assigned, nor the professional services to be provided pursuant to this Agreement subcontracted, without the prior written consent of Grand Island. Any subcontractor

shall agree in writing to be subject to all of the terms and conditions of this Agreement.

11.

Binding Effect. The rights and obligations of Grand Island under this Agreement shall inure to the benefit of and shall be binding upon any successor or assign of or to the business of Grand Island and may be freely assigned, in whole or in part, by Grand Island at any time without the consent of Consultant.

12.

Severability. All provisions of this Agreement are severable. In the event any section, sub-section or provision of this Agreement, or a portion thereof, is ruled void, invalid, unenforceable or contrary to public policy by a court of competent jurisdiction, then any remaining portion of such section, sub-section or provision and all other sections, sub-sections or provisions of this Agreement shall survive and be applied and any invalid and unenforceable portion shall be construed or performed to preserve as much of the original words, terms, purpose and intent to the fullest extent permitted by law.

13.

Captions. The section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation hereof.

14.

Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if personally served or if telecopied (if telecopied on a business day and during business hours at the place of receipt and if receipt is confirmed or if not, on the next succeeding business day at the place of receipt) or two (2) days after mailed if mailed by reputable international overnight delivery service, postage prepaid and in any event addressed to the address set forth below or to such other address as shall be designated by written notice issued pursuant hereto.

David Springer  
City of Grand Island  
100 East First Street  
P.O. Box 1968  
Grand Island, NE 68802-1968

Tammy Droessler  
Christensen Associates  
4610 University Ave., Ste 700  
Madison, WI 53705

15.

Non-Waiver. No section, sub-section or provision of this Agreement shall be deemed waived and no breach shall be deemed excused unless such waiver or consent is in writing and

signed by a duly authorized representative of the Party waiving such provision or excusing such breach. No such consent to, or waiver of a breach hereof, whether express or implied shall constitute a consent to, waiver of, or excuse for any subsequent or different breach.

16.

Entire Agreement. This Agreement embodies the entire agreement between the Parties with respect to its subject matter, and there have been no agreements, representations or warranties other than those set forth or provided herein.

17.

Amendments in Writing. This Agreement may not be amended unless such amendment is in writing and signed by a duly authorized representative of the Party to this Agreement against whom the amendment is being asserted.

18.

Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.

Governing Law. This Agreement is delivered and is intended to be performed in the State of Nebraska and shall be construed and enforced in accordance with the laws of that State.

20.

Fair Labor Standards. The contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

21.

Discrimination. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

City of Grand Island Code. City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first written above.

The City of Grand Island, Nebraska

By: \_\_\_\_\_  
Mayor

CHRISTENSEN ASSOCIATES ENERGY  
CONSULTING, LLC

By:  \_\_\_\_\_  
President



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
ELECTRIC LOAD PROFILING & COST OF SERVICE STUDY**

**RFP DUE DATE:** August 1, 2007 at 4:00 p.m.

**DEPARTMENT:** Utilities

**PUBLICATION DATE:** June 16, 2007

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY OF PROPOSALS RECEIVED**

**Burns & McDonnell**  
Kansas City, MO

**Christensen Associates**  
Madison, WI

**Utility Financial Solutions, LLC**  
Holland, MI

**Stanley Consultants, Inc.**  
Muscatine, IA

**Black & Veatch**  
Overland Park, KS

cc: Gary Mader, Utilities Director  
David Springer, Finance Director  
Wes Nespor, Assist. City Attorney

Pat Gericke, Utilities Admin. Assist.  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

**P1169**

R E S O L U T I O N   2007-280

WHEREAS, the City of Grand Island invited proposals for Electric Load Profiling and Cost of Service Study, according to Request for Proposals on file with the Finance Department; and

WHEREAS, on August 1, 2007, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Christensen Associates of Madison, Wisconsin, 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 \$200,000.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Christensen Associates of Madison, Wisconsin, in an amount not to exceed \$200,000.00 for Electric Load Profiling and Cost of Service Study is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, Deputy City Clerk

Approved as to Form	☐
November 8, 2007	☐ City Attorney



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G14

**#2007-281 - Approving Amending to 2007/2008 Fee Schedule**

Staff Contact: Dale Shotkoski



RESOLUTION 2007-281

WHEREAS, it is necessary to amend the 2007/2008 fee schedule to implement fees for spayed/neutered animals; unaltered animals; replacement tag fee; potentially dangerous animals and dangerous animals, as identified on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, it would be beneficial to the City of Grand Island to implement the amendments to the fee schedule; and

WHEREAS, it is recommended that such amendment be approved and adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Fee Schedule is hereby amended to implement the fees identified in Exhibit "A" attached hereto.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

### Exhibit "A"

Paragraph (A):                    ~~\$15~~~~\$10~~ fee for each altered (spayed/neutered) animal  
   ~~\$30~~~~\$20~~ fee for each unaltered animals  
   \$10 late fee, \$5 replacement tag fee

Paragraph (B):                    \$10 late fee, \$5 replacement tag fee (no changes requested)

Kennel Fee:                    \$50 for Potentially Dangerous Animal  
   \$100 for Dangerous Animal

Fee Schedule for 2008				
	2005	2006	2007	2008
<b>BUILDING DEPARTMENT</b>				
Building Permit Fee, Electrical Permit Fee, Gas Permit Fee, Plumbing Permit Fee, Sign Permit Fee: Based on Valuation				
Estimated Valuations:				
1.00 - 1,600.00	25.00	25.00	26.00	26.00
1,601.00 - 1,700.00	27.00	27.00	28.00	28.00
1,701.00 - 1,800.00	31.00	31.00	32.00	32.00
1,801.00 - 1,900.00	34.00	34.00	35.00	35.00
1,901.00 - 2,000.00	36.00	36.00	37.00	37.00
2,001 - 25,000	36.00 plus	36.00 plus	37.00 plus	37.00 plus
For each additional 1,000 or fraction, to and including 25,000	6.40	6.40	6.50	6.50
25,001 - 50,000 For each additional 1,000 or fraction, to and including 50,000	183.20 plus 4.90	183.20 plus 4.90	186.50 plus 5.00	186.50 plus 5.00
50,001 - 100,000 For each additional 1,000 or fraction, to and including 100,000	305.70 plus 3.50	305.70 plus 3.50	311.50 plus 3.60	311.50 plus 3.60
100,001 and up For each additional 1,000 or fraction	480.70 plus 3.10	480.70 plus 3.10	491.50 plus 3.20	491.50 plus 3.20
Plan Review Fee, Commercial (percentage of building permit fee)	50%	50%	50%	50%
Plan Review Fee, Residential (percentage of building permit fee)	10%	10%	10%	10%
Inspections outside of normal business hours*	45.00	45.00	50.00	50.00
Reinspection Fee*	45.00	45.00	50.00	50.00
Inspection for which no fee is specifically indicated*	45.00	45.00	50.00	50.00
Additional plan review required by changes, additions or revisions to approve plans (minimum charge, one-half hour)*	45.00	45.00	50.00	50.00
*Or the hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved				
Contractor Registration - New and Renewal for Electrical, Mechanical, Plumbing, Sign, Soft Water, Mover and Wrecker				100.00
New Contractor Set up fee				100.00
Registration card - Electrical, Mechanical, Plumbing: Master or Journeyman				20.00
License: Mechanical, Plumbing, Soft Water - Master				50.00
License: Mechanical, Plumbing, Soft Water - Journeyman				25.00
License: Mechanical, Plumbing, Soft Water - Apprentice				0.00
Board of Appeals application: Building, Electrical, Mechanical, Plumbing				50.00
Board of Appeals - Review of Decision/Test Fees: Building, Electrical, Mechanical, Plumbing				50.00
Investigation Fee				Minimum \$50.00 or cost of permit
Building Mover License issued between January 1 and June 30	165.00	165.00	165.00	165.00
Building Mover License issued between July 1 and December 31	115.00	115.00	115.00	115.00
Building Mover Consecutive Renewal	65.00	65.00	65.00	65.00
Demolition License issued between January 1 and June 30	165.00	165.00	165.00	165.00
Demolition License issued between July 1 and December 31	115.00	115.00	115.00	115.00
Demolition Consecutive Renewal	65.00	65.00	65.00	65.00
Mobile Home Park Registration (annual)				
Park with Facilities for 2 - 3 Mobile Homes	25.00	25.00	25.00	50.00
Park with Facilities for 4 - 15 Mobile Homes	50.00	50.00	50.00	75.00
Park with Facilities for 16 - 25 Mobile Homes	75.00	75.00	75.00	100.00
Park with Facilities for 26 - 50 Mobile Homes	100.00	100.00	100.00	125.00
Park with Facilities for 51 - 100 Mobile Homes	125.00	125.00	125.00	150.00
Park with Facilities for over 100 Mobile Homes	175.00	175.00	175.00	200.00

Fee Schedule for 2008				
	2005	2006	2007	2008
Mobile Sign Permit Fee for Special Event	100.00	100.00	100.00	100.00
Mobile Sign Permit Fee for 45 days	65.00	65.00	65.00	150.00
Temporary Buildings	65.00	65.00	65.00	100.00
Water Well Registration (Groundwater Control Area Only)	50.00	50.00	50.00	50
License Agreement	100.00	100.00	100.00	SEE PUBLIC
Denial of application for license agreement	50.00	50.00	50.00	WORKS
<b>Administration</b>				
Board of Adjustment Prior to Construction	80.00	80.00	80.00	100.00
Board of Adjustment After Construction/No Building Permit	235.00	235.00	235.00	250.00
Board of Adjustment After Construction/Not Conform	400.00	400.00	400.00	400.00
Conditional Use Permit	155.00	155.00	155.00	200.00
Election Filing Fees - City Council	1% of salary	1% of salary	1% of salary	1% of salary
Election Filing Fees - Mayor	1% of salary	1% of salary	1% of salary	1% of salary
Haulers Permit (annual) Garbage	200.00	200.00	200.00	225.00
Haulers Permit (annual) Refuse	65.00	65.00	65.00	75.00
Pawnbroker License (annual)	65.00	65.00	65.00	75.00
Pawnbroker Occupational Tax (annual)				75.00
Liquor Licenses - Occupational Tax (annual)				
Class A Retail beer, on sale	200.00	200.00	200.00	200.00
Class B Retail beer, off sale	50.00	50.00	200.00	200.00
Class C Retail liquor, on/off sale	500.00	500.00	600.00	600.00
Class D Retail liquor/beer, off sale	300.00	300.00	400.00	400.00
Class I Retail liquor, on sale	400.00	400.00	500.00	500.00
Class L Brew Pub	500.00	500.00	500.00	500.00
Class W Beer distributor	250.00	250.00	1000.00	1000.00
Class X Alcoholic liquor distributor, except beer	500.00	500.00	1500.00	1500.00
Class Z Micro Distiller LB-549				500.00
Liquor License - School Fees (annual)				
Class A Retail beer, on sale	100.00	100.00	100.00	100.00
Class B Retail beer, off sale	25.00	25.00	100.00	100.00
Class C Retail liquor, on/off sale	250.00	250.00	300.00	300.00
Class D Retail Liquor, Off sale			200.00	200.00
Special Designated Liquor License	20.00	20.00	40.00	40.00
Natural Gas Company Rate Filing Fee	500.00	500.00	500.00	500.00
Bingo Permit (annual)*	10.00*	10.00*	10.00*	10.00*
*Fees regulated by State of Nebraska				
<b>PUBLIC INFORMATION</b>				
DVD Tapes (per tape) (GITV)	10.00	10.00	20.00	20.00
Video Tapes (per tape) (GITV)	25.00	25.00	15.00	15.00
Special Employer/Employee Parking Permit	15.00	15.00	Chamber	Chamber
Downtown Parking Stalls (hourly)	5.00	5.00	Chamber	Chamber
Handicapped Parking Permit*	0.00	0.00	Finance	Finance
Sidewalk Vending Carts	50.00	50.00	Chamber	Chamber
Sidewalk Café Permit	100.00	100.00	Chamber	Chamber
<b>EMERGENCY MANAGEMENT</b>				
Alarm Registration Fee (yearly)	97.50	97.50	97.50	97.50
Digital Alarm Monitoring Fee (yearly-registration fee included)	218.00	218.00	218.00	218.00
Supervised Alarm Monitoring Fee (yearly-registration fee included)	375.00	375.00	375.00	375.00
Alarm Central Service Fee (yearly)	149.00	149.00	149.00	149.00
False Alarms (each)	103.00	103.00	103.00	103.00
Audio Tapes (per tape, includes search costs)	25.75	25.75	25.75	25.75
Video Alarm Monitor	1545.00	1545.00	1545.00	1545.00
Emergency Medical Dispatch Protocol included in billing	36.05	36.05	36.05	36.05

Fee Schedule for 2008				
	2005	2006	2007	2008
<b>FIRE DEPARTMENT FEES</b>				
Mask Inspection (each time) Annual	40.00 plus parts	40.00 plus parts	40.00 plus parts	40.00 plus parts
Mask Inspection (each time) Three Years	50.00 plus parts	50.00 plus parts	50.00 plus parts	50.00 plus parts
Recharge Air Cylinders	N/A	N/A	N/A	N/A
Copy of Fire Report	10.00	10.00	10.00	10.00
CPR Class New (each person)	30.00	30.00	0.00	0.00
CPR BLS Health Care Provider New (\$45.00/person, increments of 6 people) Books are \$13.00/person	\$240.00/6 people, plus books	\$240.00/6 people, plus books	\$240.00/6 people, plus books	\$270.00/6 people, plus books
CPR Class Recertification (each time)	20.00	20.00	0.00	0.00
CPR Class Recertification (\$30.00/person, increments of 6 people) Books are \$13.00 each	\$150.00/6 people, plus books	\$150.00/6 people, plus books	\$150.00/6 people, plus books	\$180.00/6 people, plus books
HeartSaver AED (\$30.00/person, increments of 6 people) Books are \$13.00 each	\$125.00/6 people, plus books	\$125.00/6 people, plus books	\$125.00/6 people, plus books	\$180.00/6 people, plus books
HeartSaver CPR: All ages (\$40.00/person, increments of 6 people) Books are \$13.00 each	\$210.00/6 people, plus books	\$210.00/6 people, plus books	\$210.00/6 people, plus books	\$240.00/6 people, plus books
HeartSaver CPR: Adults (\$35.00/person, increments of 6 people) Books are \$13.00 each	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$210.00/6 people, plus books
HeartSaver CPR: Infant/child (\$35.00/person, increments of 6 people) Books are \$13.00 each	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$120.00/6 people, plus books	210.00/6 people, plus books
CPR for Family/Friends: All ages (\$30.00/person, increments of 6 people) Books are \$13.00/6 people	\$150.00/6 people, plus books	\$150.00/6 people, plus books	\$150.00/6 people, plus books	\$180.00/6 people, plus books
CPR for Family/Friends: Adult (\$25.00/person, increments of 6 people) Books are \$13.00/6 people	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$150.00/6 people, plus books
CPR for Family/Friends: Infant/child (\$25.00/person, increments of 6 people) Books are \$13.00/6 people	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$120.00/6 people, plus books	\$150.00/6 people, plus books
HeartSaver Facts (CPR/First Aid) (\$45.00/person, increments of 6 people) Books are \$30.00	\$240.00/6 people, plus books	\$240.00/6 people, plus books	\$240.00/6 people, plus books	270.00/6 people, plus books
CPR/AED				
Temporary Structures				
Tents over 200 sq ft	N/A	N/A	N/A	N/A
Canopies over 400 sq ft	N/A	N/A	N/A	N/A
Child Care Inspection*				
Consultation	15.00	15.00	15.00	15.00
0 - 8 people	30.00	40.00	40.00	40.00
9 - 12 people	40.00	50.00	50.00	50.00
13 + people	75.00	75.00	75.00	75.00
Liquor Inspection (each)*				
Consumption	50.00	75.00	75.00	75.00
Non-consumption	30.00	50.00	50.00	50.00
Nursing Home, Health Care (each)*	75.00	75.00	75.00	75.00
Hospital (each inspection)*	100.00	150.00	150.00	150.00
Foster Care Homes*	30.00	30.00	30.00	30.00
Building Department Fee Blue Print Review, Commercial Fire Safety (each review)	25%	25%	25%	25%

Fee Schedule for 2008				
	2005	2006	2007	2008
For duplicate building plans submitted within one (1) year of the review of the original plans	20%	20%	20%	20%
Alarm System Review	50.00	50.00	50.00	50.00
Sprinkler System Review	\$50.00/Riser + \$25.00 over 10 heads	\$50.00/Riser + \$25.00 over 10 heads	\$50.00/Riser + \$25.00/design area	\$50.00/Riser + \$25.00/design area
Hood System Review	30.00	30.00	30.00	30.00
Suppression System (other)	30.00	30.00	30.00	30.00
Fireworks Permit **used to be under Administration**	200.00	200.00	200.00	400.00
*Fees regulated by State of Nebraska				
<b>AMBULANCE DIVISION</b>				
Per call BLS (Basic Life Support) for non-emergency transportation, one way, 13.00 per mile	250.00	265.00	275.00	290.00
Per call for BLS emergency transportation, plus mileage, one way. 13.00 per mile	440.00	465.00	480.00	504.00
Per call for ALS (Advanced Life Support) Level 1 (ALS 1) non-emergency service, plus mileage. One way, 13.00 per mile	525.00	545.00	560.00	588.00
Per call for ALS Level 1 (ALS 1) emergency service, plus mileage, one way. 13.00 per mile	550.00	580.00	595.00	625.00
Per call for ALS Level 2 (ALS 2) Advanced care, emergency service, plus mileage, one way. 13.00 per mile	635.00	670.00	690.00	725.00
Per call for ALS emergency service when patient is not transported but some service is rendered; (plus supplies)	235.00	255.00	260.00	273.00
Specialty Care Transport	570.00	570.00	600.00	630.00
Mileage Fee, per patient mile	11.50	12.00	13.00	13.00
Standby Ambulance Service	\$75.00/hr	75.00/hr	75.00/hr	75.00/hr
Paramedic Intercept	500.00	520.00	535.00	560.00
Mayor and Council have established fees for certain medical supplies used for ambulance calls based on prices currently charged by Saint Francis Medical Center. The Fire Chief is authorized to adjust prices and add or delete products as necessary.				
<b>PARAMEDIC SERVICE RATES</b>				
Oxygen	38.00	45.00	47.00	49.00
O.B. Kits	15.00	15.00	16.00	16.00
Splints (air and/or hare traction)	20.00	20.00	21.00	21.00
Spinal Immobilization	40.00	75.00	77.00	81.00
Advanced Airway		115.00	118.00	124.00
IV1 (if single IV is started)		45.00	46.00	48.00
IV2 (multiple IV's started)		75.00	77.00	81.00
Bandages		10.00	10.00	11.00
Combo Pad		40.00	42.00	44.00
Resq Pod				100.00
Bone drill				100.00
<b>HUMANE SOCIETY</b>				
Pet License Fee - Un-neutered/un-spayed	18.00	20.00	20.00	30.00
Pet License Fee - Neutered/Spayed	8.00	10.00	10.00	15.00
Pet License Fee - Wild Animal	7.50	7.50	7.50	7.50
Pet License Delinquent Fee	10.00	10.00	10.00	10.00
Impoundment Fee - 1st Offense*	25.00	25.00	25.00	25.00
Impoundment Fee - 2nd Offense*	50.00	50.00	50.00	50.00
Impoundment Fee - 3rd Offense*	75.00	75.00	75.00	75.00
Impoundment Fee - 4th Offense*	100.00	100.00	100.00	100.00

Fee Schedule for 2008				
	2005	2006	2007	2008
*Impoundment includes a per day boarding fee				
Boarding Fee - Impoundment	10.00/day	10.00/day	10.00 + tax/day	10.00 + tax/day
Boarding Fee - Rabies observation	15.00/day	15.00/day	15.00 + tax/day	15.00 + tax/day
Boarding Fee - Potentially Dangerous Animal				50.00/day
Boarding Fee - Dangerous Animal				100.00/day
<b>AS OF JUNE 1, 2007, ALL ANIMALS ADOPTED FROM THE CENTRAL NEBRASKA HUMANE SOCIETY WILL BE SPAYED OR NUETERED AND HAVE CURRENT SHOTS</b>				
Adoptions: Nuetered/spayed				
Dogs	55.00	55.00	55.00	98.00
Cats & Kittens	45.00	45.00	75.00	85.00
"VIP" Very Important Pets (Pure breed)				150.00
Pickup and disposal of dead animals at owner's request	12.00	12.00	20.00	20.00
Removal of wildlife from the home, garage or yard at home owner's request				
During business hours	10.00	10.00	15.00	15.00
After regular business hours	15.00	15.00	20.00	20.00
(No charge for removing skunks or bats)				
<b>LIBRARY</b>				
Overdue charge on Library Materials (per item per day)	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult
Interlibrary loan per item (plus postage)	2.00	2.00	2.00	2.00
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.10	0.10	0.10	0.10
Photocopy/Computer Print (mono, 11"x17")	0.20	0.20	0.20	0.20
Photocopy/Computer Print (color, 8 1/2"x11")	0.70	0.70	0.70	0.70
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	1.00	1.00
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	1.50	1.50
Microform Reader-printer copy	0.40	0.40	0.40	0.40
Replacement Fee for Lost ID Card	1.00/card	1.00/card	1.00/card	1.00/card
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	Replacement Cost	Replacement Cost
FAX Services				
Outgoing	1st page 3.00 2-10 page 1.25	1st page 3.00 2-10 page 1.25	1st page 3.00 2-10 page 1.25	1st page 3.00 2-10 page 1.25
Incoming	1st page 2.00 2-10 page 1.00	1st page 2.00 2-10 page 1.00	1st page 2.00 2-10 page 1.00	1st page 2.00 2-10 page 1.00
Non-Resident Annual Card Fee	0.00	0.00	0.00	0.00
Computer use for work processing, database, spreadsheet applications	0.00	0.00	0.00	0.00
Purchase of computer disk	1.00/disk	1.00/disk	1.00/disk	1.00/disk
<b>PARKS AND RECREATION DEPARTMENT</b>				
<b>CEMETERY DIVISION</b>				
Open/Close Grave (per burial) **oversize vault - add \$150.00**				
Urn Vault over 18" x 18" - Add \$50.00				
Adult	450.00	450.00	450.00	450.00
Child	125.00	125.00	125.00	125.00
Ashes	100.00	100.00	100.00	100.00
After 4:00 pm Monday - Saturday (must leave gravesite by 4:30)				
Adult	600.00	600.00	600.00	600.00

Fee Schedule for 2008				
	2005	2006	2007	2008
Child	175.00	175.00	175.00	175.00
Ashes	150.00	150.00	150.00	150.00
Sunday & Holiday Open/Close (per burial)				
Adult	700.00	700.00	750.00	750.00
Child	250.00	250.00	300.00	300.00
Ashes	200.00	200.00	250.00	250.00
Disinternment				
Adult	700.00	700.00	750.00	750.00
Child	200.00	200.00	250.00	250.00
Cremation	175.00	175.00	250.00	250.00
Tent/Equipment Use for Service (each use)	150.00	150.00	200.00	250.00
Burial Space				
One	450.00	450.00	450.00	450.00
Two	900.00	900.00	900.00	900.00
One-Half Lot (4 or 5 spaces)	1800.00	1800.00	1800.00	1800.00
Full Lot (8 or 10 spaces)	3600.00	3600.00	3600.00	3600.00
Babyland/or Cremation Space	100.00	100.00	100.00	100.00
Transfer Deed (each new deed)	25.00	25.00	25.00	25.00
House Rental - 3168 Stolley Park Rd/per month	160.00	160.00	160.00	170.00
<b>RECREATION DIVISION</b>				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions				
Volleyball Program (per game)				
League Play - Per Team***	16.00	16.00	17.50	17.50
Basketball Program (per game)				
League Play - Per Team***	22.00	22.00	34.00	34.00
League A - Per Team***				
League B - Per Team***				
League C - Per Team***				
Flag Football Program (per game)				
League Play - Per Team***	30.00	30.00	25.00	25.00
Playground Program (per session)				
Fee per Child	Free	Free	Free	Free
***Volleyball, Basketball and Flag Football program fees determined by the number of teams signed up to play.				
Lifeguard Training	85.00	85.00	85.00	85.00
Lifeguard Instructor Training	85.00	85.00	85.00	85.00
Water Safety Instructor Training	85.00	85.00	85.00	85.00
Lifeguard Refresher Course	25.00	25.00	25.00	25.00
Guard Start	45.00	45.00	45.00	45.00
Professional CPR Training	40.00	40.00	40.00	40.00
Professional CPR Recertification	25.00	25.00	25.00	25.00
<b>AQUATICS</b>				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions				
Lincoln Pool				
Daily Fees - 4 & under w/paying adult	Free	Free	Free	Free
Daily Fees - 5 to 15	2.25	2.25	2.25	2.25
Daily Fees - 16 to 54	3.25	3.25	3.25	3.25
Daily Fees - 55 & Over	2.25	2.25	2.25	2.25
Pool Rental	65.00/hr	65.00/hr	65.00/hr	65.00/hr



Fee Schedule for 2008				
	2005	2006	2007	2008
Season Passes				
Children 5 - 15	30.00	30.00	30.00	30.00
Adults 16 to 54	40.00	40.00	40.00	40.00
Adults 55 and over	30.00	30.00	30.00	30.00
Husband or Wife and Family	75.00	75.00	75.00	75.00
Family	100.00	100.00	100.00	100.00
Lincoln Swimming Lessons per person/per session	18.00	18.00	20.00	20.00
<b>WATER PARK</b>				
	1.00/daily 4.00 deposit or driver's license	1.00/daily 4.00 deposit or driver's license	1.00/daily 4.00 deposit or driver's license	1.00/daily 4.00 deposit or driver's license
Locker Rental	2.00/daily 1.00 deposit	2.00/daily 1.00 deposit	2.00/daily 1.00 deposit	2.00/daily 1.00 deposit
Inner Tube Rental - Single	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit
Inner Tube Rental - Double				
Daily Fees				
Children 4 & under w/paying adult	Free	Free	Free	Free
Children 5 to 15	4.50	4.75	5.00	5.00
Adults 16 to 54	5.50	5.75	6.00	6.00
Adults 55 and over	4.50	4.75	5.00	5.00
	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price
Twilight Fee after 7:00 pm				
Family One Day Pass (Family includes two adults and up to four children)	19.00	20.00	20.00	20.00
Season Passes				
Children 5 to 15	65.00	65.00	65.00	65.00
Adults 16 to 54	75.00	75.00	75.00	75.00
Adults 55 and over	65.00	65.00	65.00	65.00
Husband or Wife and Family	140.00	140.00	140.00	140.00
Family	170.00	170.00	170.00	170.00
Replace Season Pass	5.00	5.00	5.00	5.00
Group Fees - Age Group				
10-29 people 5 to 15	4.25	4.50	4.75	4.75
10-29 people 16 to 54	5.25	5.50	5.75	5.75
10-29 people 55 and over	4.25	4.50	4.75	4.75
30-59 people 5 to 15	4.00	4.25	4.50	4.50
30-59 people 16 to 54	5.00	5.25	5.50	5.50
30-59 people 55 and over	4.00	4.25	4.50	4.50
60+ people 5 to 15	3.75	4.00	4.25	4.25
60+ people 16 to 54	4.75	5.00	5.25	5.25
60+ people 55 and over	3.75	4.00	4.25	4.25
Consignment Program - Island Oasis				
Age 5-15			4.00	4.00
Age 16-55			5.00	5.00
55 - Over			4.00	4.00
	325.00/1hr, includes the use of inner tubes	350.00/1 hr, includes the use of inner tubes	350.00/1 hr, includes the use of inner tubes	350.00/1 hr, includes the use of inner tubes
Pool Rental				

Fee Schedule for 2008				
	2005	2006	2007	2008
Swimming Lessons	18.00 per session	18.00 per session	20.00 per session	20.00 per session
<b>GOLF COURSE</b>				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions.				
<b>Weekday Golfing</b>				
Seniors 55 and older (weekdays & after 1:00 on weekends)				
9 holes				10.00
18 holes				14.00
9 holes	10.50	11.55	11.55	12.00
Additional 9 holes weekdays			3.30	4.00
Additional 9 holes weekends			3.30	4.00
Junior Golf-9 holes (weekdays & after 1:00 on weekends)			7.00	7.00
18 holes	13.50	14.85	14.85	16.00
Junior Golf-18 holes (weekdays & after 1:00 on weekends)			10.00	11.00
<b>Weekend/Holiday Golfing</b>				
9 holes	12.75	14.00	14.00	14.00
18 holes	15.75	17.30	17.30	18.00
<b>Passes (annual)</b>				
Adult Seven Day	450.00	495.00	495.00	495.00
Additional Family Member	200.00	220.00	220.00	220.00
Family Pass	650.00	715.00	715.00	715.00
Adult Five Day Pass (Mon-Fri only)	335.00	368.00	368.00	368.00
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)	260.00	285.00	285.00	150.00
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)	260.00	285.00	285.00	285.00
Capital Maintenance Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)	1.87	1.87	1.87	1.87
<b>Cart Rental</b>				
9 holes	N/A	N/A	N/A	N/A
18 holes	N/A	N/A	N/A	N/A
9 holes, two riders	14.00	14.00	14.00	14.00
18 holes, two riders	22.00	22.00	22.00	22.00
9 holes, one rider	7.00	7.00	7.00	7.00
18 holes, one rider	11.00	11.00	11.00	11.00
Golf Cart Punch Cards - 9 holes			99.00	99.00
Golf Cart Punch Cards - 18 holes			155.00	155.00
<b>Group Fees/Discount Booklets</b>				
25 - Rounds	287.50	316.25	316.25	316.25
50 - Rounds	550.00	605.00	605.00	605.00
100 - Rounds	1050.00	1155.00	1155.00	1155.00
200 - Rounds	2000.00	2200.00	2200.00	2200.00
<b>Green Fee Discounts for large groups</b>				
25-49 people				5%
50-100 people				10%
Over 100 people				15%

Fee Schedule for 2008				
	2005	2006	2007	2008
<b>HEARTLAND PUBLIC SHOOTING PARK</b>				
The Parks & Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play, and special events and promotions.				
Adult Skeet/trap per round (25 targets/round)		5.00	5.00	5.00
Skeet/Trap Punch Card rate - 12 rounds @ 4.34/round		55.00	55.00	55.00
Skeet/Trap - Youth Rate (age 18 & under)		2.50	3.50	3.50
Adult Sporting Clays per round (50 targets/round)		15.00	15.00	15.00
Sporting Clays - Punch Card rate - 5 rounds @ 13.27/round		70.00	70.00	70.00
Sporting Clays - Youth Rate (age 18 & under)		7.50	7.50	7.50
Counters-trap, skeet and sporting clays			.22 per target	.22 per target
5 Stand Sporting Adult			6.00	6.00
5 Stand Sporting Youth			4.00	4.00
Daily fee Rifle/Handgun Adult			10.00	10.00
Daily fee Rifle/Handgun Youth			5.00	5.00
Punch Cards (6 days at \$7.50)			45.00	45.00
Family Pass (12 months)			150.00	150.00
<b>PLANNING DEPARTMENT</b>				
<b>Zoning</b>				
Zoning Map Amendment: Grand Island	300.00	300.00	350.00	350.00
Zoning Map Amendment: Hall County	300.00	300.00	350.00	350.00
Zoning Map Amendment: Villages	300.00	300.00	350.00	350.00
Ordinance Amendment	275.00	275.00	400.00	450.00
CD, RD, TD Rezoning, Grand Island	500.00	500.00	500.00	500.00
P.U. D. Rezoning, Hall County (4 or less lots)	225.00	225.00	250.00	250.00
P.U. D. Rezoning, Hall County (5 or more lots)	325.00 plus 10.00/lot	325.00 plus 10.00/lot	350.00 plus 10.00/lot	350.00 plus 10.00/lot
<b>Subdivisions</b>				
Preliminary Plat	325.00 plus 10.00/lot	325.00 plus 10.00/lot	350.00 plus 10.00/lot	350.00 plus 10.00/lot
<b>Final Plat - Administrative Approval</b>				
Within Grand Island City Limits	25.00	25.00	25.00	25.00
Alda & Doniphan	25.00	25.00	25.00	25.00
<b>Final Plat</b>				
Grand Island Jurisdiction	275.00	275.00	300.00	300.00
Elsewhere in Hall County	175.00	175.00	200.00	200.00
Vacation of Plat	175.00	175.00	200.00	200.00
<b>Lots more than 10 acres</b>				
Grand Island Jurisdiction	275.00	275.00	300.00	300.00
<b>Comprehensive Plan</b>				
Map Amendment	300.00	300.00	350.00	350.00
Text Amendment	275.00	275.00	350.00	350.00
<b>Publications</b>				
Grand Island Street Directory	10.00	10.00	10.00	10.00
<b>Comprehensive Plan</b>				
Grand Island	75.00	75.00	75.00	75.00
Other Municipalities	50.00	50.00	50.00	50.00
<b>Zoning Ordinances</b>				
Grand Island	15.00	15.00	15.00	15.00
Other Municipalities	10.00	10.00	10.00	10.00
<b>Subdivision regulations</b>				
Grand Island	15.00	15.00	15.00	15.00
Other Municipalities	10.00	10.00	10.00	10.00
<b>Grand Island</b>				
800 Scale Zoning Map Unassembled	100.00	100.00	100.00	100.00

Fee Schedule for 2008				
	2005	2006	2007	2008
Generalized Zoning Map	35.00	35.00	35.00	40.00
Future Land Use Map	35.00	35.00	35.00	40.00
Grand Island Street Map	10.00	10.00	10.00	10.00
<b>Hall County</b>				
Zoning Map Generalized	20.00	20.00	20.00	25.00
Zoning Map 2" = 1 mile	40.00	40.00	40.00	45.00
Road Map	10.00	10.00	10.00	10.00
<b>Wood River, Cairo, Doniphan, Alda</b>				
Basemap	5.00	5.00	5.00	5.00
Zoning Map	25.00	25.00	25.00	30.00
<b>Other Maps</b>				
School District Maps	25.00	25.00	25.00	30.00
Election District Maps	25.00	25.00	25.00	30.00
Fire District Maps	25.00	25.00	25.00	30.00
Custom Printed Maps	8.50/sq foot in	8.50/sq foot in	9.50/sq foot in	10.00/sq foot in
<b>Electronic Publications</b>				
GIS Data CD	50.00	50.00	50.00	50.00
Aerial Photograph CD (MrSID Format)	50.00	50.00	50.00	50.00
Comprehensive Plans All Jurisdictions	50.00	50.00	50.00	50.00
Zoning and Subdivision Regulations All Jurisdictions	20.00	20.00	20.00	20.00
ArcPublisher Basemap All Jurisdictions	100.00	100.00	100.00	100.00
Custom ArcPublisher Map	100.00 plus 40.00/hr	100.00 plus 40.00/hr	100.00 plus 40.00/hr	100.00 plus 40.00/hr
Research & Documentation Fee		75.00/ hr Minimum 2 hr	75.00/ hr Minimum 2 hr	95.00/hr Minimum 2 hr
<b>POLICE DEPARTMENT</b>				
Copy of Reports (see below)	2.00	2.00	2.00	2.00
Copy of Records 1-5 pages (for all pages, not each page)	1.00	1.00	1.00	1.00
Copy of Records 6-10 pages (for all pages, not each page)	2.00	2.00	2.00	2.00
Copy of Records 11-15 pages (for all pages, not each page)	3.00	3.00	3.00	3.00
Bicycle License (one time)	0.00	0.00	0.00	0.00
Firearms Permit	5.00	5.00	5.00	5.00
Criminal Record Check (one time)	10.00	10.00	10.00	10.00
Towing Fee - Day	60.00	60.00	60.00	60.00
Towing Fee - Night	80.00	80.00	80.00	80.00
Impoundment Fee for Abandoned Vehicle	30.00	30.00	30.00	30.00
Storage Fee for Impounded Vehicle (per day)	10.00	10.00	10.00	10.00
Alcohol Test for DUI (each time)	95.00	105.00	105.00	105.00
Solicitor's Permit (30 day permit) *used to be under Administration	25.00	25.00	25.00	25.00
Solicitation Permit (per year) * used to be under Administration	No longer available	No longer available	No longer available	No longer available
Solicitor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	25.00
Street Vendor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	25.00
Street Vendor's Permit - 30 days	25.00	25.00	25.00	25.00
Street Vendor's Permit - 90 days	60.00	60.00	60.00	60.00
Street Vendor's Permit - 365 days	200.00	200.00	200.00	200.00
<b>Parking Ramp Permit Fees:</b>				
Lower Level:"Reserved Monthly"	25.00/month	25.00/month	25.00/month	25.00/month
Middle & Upper levels: "Reserved Monthly"	15.00/month	15.00/month	15.00/month	15.00/month
Reserved Daily Parking	0-2 hours/free	0-2 hours/free	0-2 hours/free	0-2 hours/free
Reserved Daily Parking	Over 2 hours/5.00 per hour	Over 2 hours/5.00 per hour	Over 2 hours/5.00 per hour	Over 2 hours/5.00 per hour

Fee Schedule for 2008				
	2005	2006	2007	2008
Police Issued Parking Tickets (tickets issued away from downtown)	10.00	10.00	10.00	10.00
Parking Ramp Boot Fee	25.00	25.00	25.00	25.00
Chamber Lot Parking Fee	10.00/year	10.00/year	10.00/year	10.00/year
Chamber Lot Boot Fee	25.00	25.00	25.00	25.00
Vehicle Auction Bid Fee (annual-calendar year)			15.00	15.00
<b>PUBLIC WORKS DEPARTMENT</b>				
<b>ENGINEERING</b>				
Cut and/or Opening Permit	15.00	15.00	15.00	15.00
Sidewalk and/or Driveway permit	15.00	15.00	15.00	15.00
Tap Permit	30.00	30.00	30.00	30.00
GIS CD	50.00	50.00	50.00	50.00
s.f. Mylar Sepia	2.25	2.25	2.25	2.25
Traffic Count Map	10.00	10.00	10.00	10.00
Aerial Photos - Individuals, businesses and consultants working for profit	3.50/sq. ft.	3.50/sq. ft.	3.50/sq. ft.	3.50/sq. ft.
Aerial Photos - City Depts, Hall County Depts, other non-profit organizations	.50/sf	.50/sf	.50/sf	.50/sf
Directory Map	Planning sells	Planning sells	Planning sells	Planning sells
Aerial Photos - on CD (TIFF Format)				
Computer setup	15.00	15.00	15.00	15.00
Quarter Section or any part thereof	5.00	5.00	5.00	5.00
Photo Mosaic (dependent upon number of sections) Minimum of two (2)	15.00	15.00	15.00	15.00
License Agreement Application (Non-refundable)	100.00	100.00	100.00	100.00
License Agreement Appeal	50.00	50.00	50.00	50.00
Permit and Plan Review Fee	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length
Large copy prints (minimum \$3.00 charge)	.50/sf	.50/sf	.50/sf	.50/sf
Application for vacation of Right-of-Way or Easement (Non-refundable)		100.00	100.00	100.00
<b>STREETS DIVISION</b>				
Pavement cut (sawed), whether bituminous or concrete	3.00/lf + 14.00 callout	3.00/lf + 14.00 callout	3.00/lf + 14.00 callout	3.00/lf + 14.00 callout
Curb section milling for driveways	6.50/lf + 22.00 call out & permits	6.50/lf + 22.00 call out & permits	6.50/lf + 22.00 call out & permits	7.00/lf + 22.00 call out & permits
Remove & replace 4" Concrete Sidewalk	3.75/sf	3.75/sf	3.75/sf	4.50/sf
Remove & replace 5" Concrete Sidewalk or Drive	4.00/sf	4.00/sf	4.00/sf	4.75/sf
Replace 6" Concrete Paving with 7" Concrete Paving	31.00/sy	31.00/sy	31.00/sy	35.00/sy
Add 1 inch additional thickness over 6" concrete pavement	2.50/sy	2.50/sy	2.50/sy	3.00/sy
Replacement of bituminous surfaced pavement 2" thick with 6" concrete base	38.00/sy	38.00/sy	38.00/sy	45.00/sy
Replacement of 6" bituminous surfaced pavement without a concrete base	30.00/sy	30.00/sy	30.00/sy	38.00/sy
Replacement of 2" asphalt surfaced pavement over existing concrete paving	23.50/sy	23.50/sy	23.50/sy	32.00/sy
Replacement of 2" asphalt surfaced pavement over existing concrete paving (off season)	30.00/sy	30.00/sy	30.00/sy	38.00/sy
<b>WASTEWATER TREATMENT (as Approved by Ordinance)</b>				
Sewer Tap Permit	30.00	30.00	30.00	30.00

Fee Schedule for 2008				
	2005	2006	2007	2008
Cost per 100 cubic feet	1.21	1.25	1.29	1.33
Sewer Service Charge per month	7.33	7.55	7.78	8.00
Industrial Waste Surcharge				
BOD Charge \$/lb over 300 mg/l	0.2498	0.2573	0.265	0.2724
SS Charge \$/lb over 300 mg/l	0.1936	0.1994	0.2054	0.2116
Oil & Grease \$/lb over 100 mg/l	0.0102	0.0105	0.0108	0.0111
Hydrogen Sulfide \$/lb over 0 mg/l				
Hydrogen Sulfide charges for industries discharging directly into City's Wastewater Treatment Plant = \$8132.32/per month PLUS	0.1115	0.1148	0.1182	0.1215
Ammonia \$/lb over 30 mg/l	0.3318	0.3418	0.3521	0.362
Industrial Service Four-Part Charge				
Flow Charge (\$/hcf)	0.372	0.3832	0.3947	0.4058
BOD Charge (\$/lb over 0 mg/l)	0.2498	0.2573	0.265	0.2724
SS Charge (\$/lb over 0 mg/l)	0.1936	0.1994	0.2054	0.2116
Oil & Grease (\$/lb over 0 mg/l)	0.0102	0.0105	0.0108	0.0111
Hydrogen Sulfide (\$/lb over 0 mg/l)				
Hydrogen Sulfide charges for industries discharging directly into City's Wastewater Treatment Plant = \$8132.32/per month PLUS	0.1115	0.1148	0.1182	0.1215
Ammonia (\$/lb over 0 mg/l)	0.3318	0.3418	0.3521	0.362
Minimum Charges	17.13	17.64	18.17	18.68
Charges for Septic Tank Sludge Minimum Fee	6.81	7.01	7.22	7.42
Charges for Septic Tank Sludge per 100 gallons	6.20	6.39	6.58	6.76
TV Inspection of Sanitary Sewer (minimum \$100.00 charge)	0.53/lf	0.55	0.57	0.59
<b>SOLID WASTE</b>				
Minimum Charge (Landfill)	1 ton	1 ton	1 ton	1 ton
Minimum Charge (Transfer Station)	12.00	12.00	12.00	12.00
A penalty will be applied at both locations (Transfer Station and Landfill) when the delivering vehicle is not properly equipped or the load is not completely covered.				
Amounts contained within less than 75% of vehicle's cargo area	N/A	N/A	N/A	N/A
Amounts contained within less than 100% but more than 75% of the vehicle's cargo area	N/A	N/A	N/A	N/A
Passenger tire	3.25/tire	3.25/tire	3.25/tire	3.25/tire
Passenger tire on rim	13.25/tire	13.25/tire	13.25/tire	13.25/tire
Truck tire	10.00/tire	10.00/tire	10.00/tire	10.00/tire
Truck tire on rim	25.00/tire	25.00/tire	25.00/tire	25.00/tire
Implement tire	25.00/tire	25.00/tire	25.00/tire	25.00/tire
Implement tire on rim	50.00/tire	50.00/tire	50.00/tire	50.00/tire
Special Waste (as designated by Superintendent)	Double the applicable rate	Double the applicable rate	Double the applicable rate	Double the applicable rate
Drive Off Fees	25.00	25.00	25.00	25.00
Appliances	10.00	10.00	10.00	10.00
*Fee set by Superintendent based on product received				
<b>LANDFILL SITE</b>				
Asbestos, contaminated soils and other wastes requiring special handling may require Nebraska Department of Environmental Quality pre-approval and notification to landfill.				
General Refuse, solid waste (Residential Packer Truck)	27.50/ton	27.50/ton	27.50/ton	27.50/ton
General Refuse, solid waste-+ and demolition material (Commercial/Rolloffs)	31.20/ton	31.20/ton	31.20/ton	31.20/ton
General Refuse - in county	N/A	N/A	N/A	N/A
General Refuse - long term out of county	N/A	N/A	N/A	N/A
General Refuse - short term out of county	N/A	N/A	N/A	N/A
Contaminated Soil	15.00/ton	15.00/ton	15.00/ton	15.00/ton



Fee Schedule for 2008				
	2005	2006	2007	2008
Contaminated Soil - in county	N/A	N/A	N/A	N/A
Contaminated Soil - long term out of county	N/A	N/A	N/A	N/A
Contaminated Soil - short term out of county	N/A	N/A	N/A	N/A
Street Sweepings	4.00/ton	4.00/ton	4.00/ton	4.00/ton
Liquid waste - sludge	not accepted	not accepted	not accepted	not accepted
Asbestos	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum
Asbestos - in county	N/A	N/A	N/A	N/A
Asbestos - long term out of county	N/A	N/A	N/A	N/A
Asbestos - short term out of county	N/A	N/A	N/A	N/A
Tails & by-products	34.40/ton	34.40/ton	34.40/ton	34.40/ton
Passenger tire			3.25/tire	3.25/tire
Passenger tire on rim			13.25/tire	13.25/tire
Truck tire			10.00/tire	10.00/tire
Truck tire on rim			25.00/tire	25.00/tire
Implement tire			25.00/tire	25.00/tire
Implement tire on rim			50.00/tire	50.00/tire
Appliances			10.00	10.00
Set pricing for special projects with the approval of the Public Works Director and City Administrator				
<b>TRANSFER STATION</b>				
General Refuse, solid waste (Residential Packer Truck)	29.85/ton	29.85/ton	29.85/ton	29.85/ton
General refuse, solid waste and demolition materials (Commercial/roll-offs and small vehicles)	37.10/ton	37.10/ton	37.10/ton	37.10/ton
General Refuse - in county	N/A	N/A	N/A	N/A
General Refuse - long term out of county	N/A	N/A	N/A	N/A
General Refuse - short term out of county	N/A	N/A	N/A	N/A
Passenger tire			3.25/tire	3.25/tire
Passenger tire on rim			13.25/tire	13.25/tire
Truck tire			10.00/tire	10.00/tire
Truck tire on rim			25.00/tire	25.00/tire
Implement tire			25.00/tire	25.00/tire
Implement tire on rim			50.00/tire	50.00/tire
Appliances			10.00	10.00
<b>COMPOST SITE</b>				
All materials received at the compost site shall be clean of trash and debris. Plastic bags shall be removed by the hauler				
Private Vehicles Yard Waste - clean grass, leaves or other compostable yard and garden waste	No Charge	No Charge	No Charge	No Charge
Commercial Hauler Yard Waste - clean grass, leaves or other compostable yard and garden waste	37.10/ton	37.10/ton	37.10/ton	37.10/ton
Clean lumber, trees or branches - limbs and whole trees must be 10" or less in diameter	37.10/ton	37.10/ton	37.10/ton	37.10/ton
<b>UTILITY SERVICE FEES</b>				
Late Charge (payment not received prior to next billing)	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00
Return Check Charge	20.00	20.00	25.00	25.00
Turn on Charge (non payment)	30.00	30.00	30.00	35.00
After 4:30 pm on a business day Turn on Charge (non payment)	130.00	175.00	200.00	200.00
Backflow Processing Fee	2.00/month	2.00/month	2.00/month	2.00/month

Fee Schedule for 2008				
	2005	2006	2007	2008
Temporary Commercial Electric Service	105.00	105.00	115.00	125.00
Service Charge (new connections, transfer service)	14.00	14.00	15.00	16.00
Fire Sprinkler System Connection Fee	73.54/yr	80.52/yr	90.72/yr	90.72/year
Temporary Water Meter on Fire Hydrant	70.00	70.00	80.00	80.00
Locate Stop Box	30.00	30.00	30.00	35.00
Pole Attachment Fee	4.00/yr	4.00/yr	4.00/yr	4.00/yr
Water Service				
3/4"	785.00	990.00	990.00	1135.00
1"	855.00	1070.00	1070.00	1200.00
Excavation Credit	115.00	125.00	125.00	165.00
Bill and collect Sewer (monthly charge)	8550.00	8550.00	8650.00	9160.00
Unauthorized re-connections			100.00	200.00
Water Main Taps - 2" or less	55.00	55.00	55.00	80.00
<b>FINANCE DEPARTMENT FEES</b>				
Returned Check Charge (All City Departments)		20.00	25.00	25.00
Handicap Parking Permit	0.00	0.00	0.00	0.00





# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G15

**#2007-282 - Approving Change Order #2 - Water Main District  
455 - Park-View Area**

Staff Contact: Gary R. Mader; Wesley Nespor

# **Council Agenda Memo**

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

**Meeting:** November 13, 2007

**Subject:** Water Main District 455 – Commerce Avenue and  
Pioneer Blvd. – Change Order #2

**Item #'s:** G-15

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

## **Background**

In March of this year, the City entered into a contract for Water Main District 455 with the Starostka Group Unlimited, Inc., of Grand Island, to install water lines and services to the properties along Commerce Avenue and Pioneer Blvd., in the Park-View Subdivision, located in the south-central portion of the City.

The contract specifies that after the pipe lines have been installed, the excavated material is to be placed back into the trench and re-compacted for proper pipe support and to prevent future settling. To insure surface areas do not settle, the soils are tested for proper density. The tests for fill materials specify they are to be compacted to 95% of maximum density within the street right-of-way. The Contractor is then responsible for maintenance of the trench backfill for one year from the date of acceptance of the project by the City.

## **Discussion**

During the past summer, Grand Island received rainfall well above normal amounts. This resulted in groundwater levels rising to approximately 4 to 4.5 feet below grade and saturation of the subsurface soils. Whereas optimum soil moisture for obtaining maximum soil compaction should be around 10%, the moisture test results during this wet construction season have ranged to over 24%. Consequently, the high moisture content of the excavated materials prevented it from being backfilled and compacted as specified.

The Utilities Department and Legal Department have been working with the Contractor to resolve the soil density issue. As a result of these discussions, the Contractor is willing to extend the warranty period on the backfill for three years. The time extension would

provide time for several yearly freeze-thaw cycles to occur, thereby verifying the backfill was effectively placed. The Contractor will remedy any problems, if settling occurs during the warranty period.

This Change Order is only for the extension of the warranty period for the backfill compaction. There is no change to the Contract's price.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Change Order #2 to the Contract for Water Main District 455 with the Starostka Group Unlimited, Inc., to extend the warranty period from one year to three years for backfill compaction. There is no change to the Contract's price.

### **Sample Motion**

Move to approve Change Order #2 to the contract for Water Main District 455 with the Starostka Group Unlimited, Inc., to extend the backfill compaction warranty period to three years.



CHANGE ORDER #2

TO: Starostka Group Unlimited, Inc.  
429 Industrial Lane  
Grand Island, NE 68803

Project: Water Main District 455 (Commerce Avenue and Pioneer Blvd.)

You are hereby directed to make the following change in your contract:

1. A 3 year warranty for compaction related issues. Any settling or related issues that arise from inadequate compaction will be remedied within 14 days of notice or as soon as possible thereafter in case of inclement weather. The warranty will not include areas of the project that are re-excavated by a third party.
2. This warranty is in addition to any warranty contained in the original bid specifications, contract, and prior amendments. It is intended to supplement such warranties, whether express or implied, and not to replace them.

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Change Order #2

\$ 0.00

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Approval and acceptance of this Change Order acknowledges understanding and agreement that commencement of the warranty extension to begin with acceptance of the project as dated on the Certificate of Final Completion. Additional claims will not be considered.

APPROVED: **CITY OF GRAND ISLAND**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

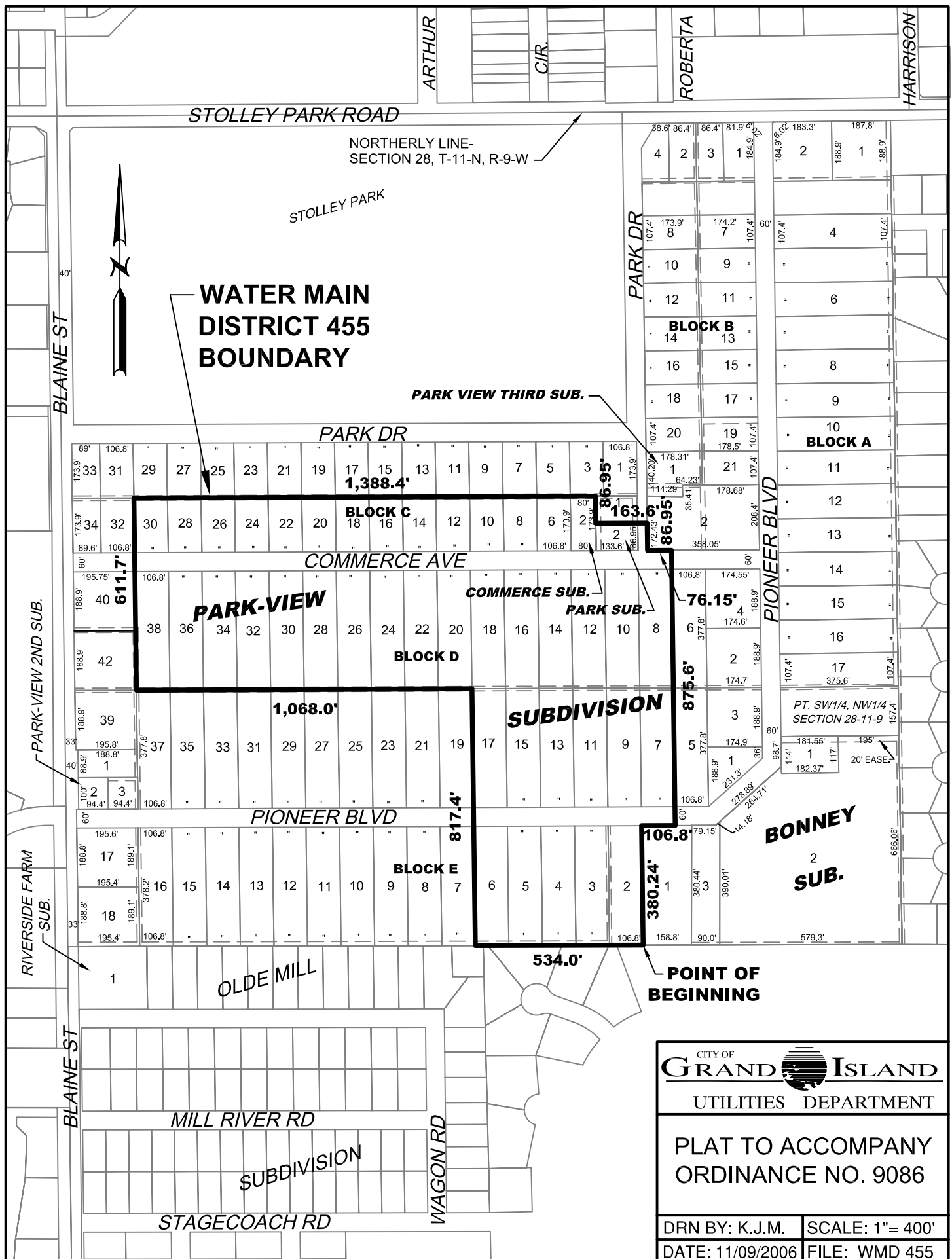
Attest: \_\_\_\_\_

  
Approved as to Form, City Attorney

ACCEPTED: **STAROSTKA GROUP UNLIMITED, INC.**

By:  \_\_\_\_\_

Date 11/5/07



RESOLUTION 2007-282

WHEREAS, on February 27, 2007, by Resolution 2007-43, the City of Grand Island awarded a bid in the total amount of \$219,862.80 for the construction of Water Main District No. 455 to Starostka Group Unlimited, Inc., of Grand Island, Nebraska; and

WHEREAS, on August 28, 2007, by Resolution No. 2007-202, the City of Grand Island approved Change Order No. 1 for additional expense for directional boring water service lines for Water Main District No. 455; and

WHEREAS, because of rainfall received well above the normal amounts, the contractor, Starostka Group Unlimited, Inc., of Grand Island, Nebraska, has agreed to extend the warranty period on the backfill for three years for Water Main District No. 455; and

WHEREAS, Change Order No. 2 is for the extension of the warranty period only for the backfill compaction and will not change the contract price of Water Main District No. 455.

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.2 for Water Min District No. 455.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G16

**#2007-283 - Approving Bid Award - Uniform Rental for Utilities  
and Public Works Employees**

Staff Contact: Gary R. Mader; Wesley Nespor

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director  
Bud Buettner, Asst. Public Works Director  
Wesley Nespor, Asst. City Attorney/Purchasing

**Meeting:** November 13, 2007

**Subject:** Bid Award-Uniform Rental Utilities/Public Works Employees

**Item #'s:** G-16

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

## **Background**

Several divisions within the Utilities and Public Works Departments have uniform rental agreements in order to maintain standard uniforms for City employees in these departments. The Union Contracts require the employees to pay 40% of the cost and the City 60%. Not all employees take advantage of the uniforms so the total numbers change from time to time. The current supplier is Paramount Uniform and Linen. That contract has been in place for three years, so the service was recently re-bid.

## **Discussion**

Bid documents were prepared and advertised in accordance with the City Purchasing Code. All bidders were given the number of uniforms detailed by each employees current usage so all bidders had the same information to base their bids. Unit prices were requested as part of the bid package to be used as new employees are hired or changes are made to each employees needs. Bids were publicly opened on Tuesday October 23, 2007. Four bids were received and evaluated by the Utilities and Public Works Departments. Bids were received from Aramark Uniform Services, Lincoln, NE; Paramount Linen and Uniform, Kearney, NE; Jackson Services, Inc., Columbus, NE; Village Uniform and Linen Service, Kearney, NE. The low bid was received from Paramount Linen and Uniform.



	JACKSON	VILLAGE	ARAMARK	PARAMOUNT
Bi-weekly Cost Estimate	\$948.17	\$2,020.80	\$905.16	\$890.39
Yearly Cost Estimate	\$24,652.42	\$52,540.80	\$23,534.16	\$23,150.14

Aramark requested a two year contract period with the option to renew for one additional year which is an exception to the Bid. The Bid Specifications state a one year contract with the option to renew for two additional one year periods. The intent is to stay with the successful contractor for three years, all things being constant.

The amount currently being spent for uniform rental is approximately \$26,000 per year. Employees pay 40% of this cost through payroll deduction. It is anticipated that approximately the same amount would be necessary to cover the Uniform Rental Agreement for the upcoming year.

### **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 accept the lowest bid for uniform rental which was from Paramount Linen and Uniform, Kearney, NE.

### **Sample Motion**

Move to approve the award of the bid for Uniform Rental Services to Paramount Linen and Uniform.

*Purchasing Division of Legal Department*  
**INTEROFFICE MEMORANDUM**



Wes Nespor, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 23, 2007 at 11:00 a.m.

**FOR:** Uniform Rental

**DEPARTMENT:** Utilities & Public Works

**ESTIMATE:** \$29,000.00

<b>FUND/ACCOUNT:</b>	Electric	52081295-92600
	Water	52590600-70300
	Streets	10033501-85140
	WWTP	53030001-85160
	Shop	61010001-85140
	Solid Waste	50530041-85140

**PUBLICATION DATE:** October 5, 2007

**NO. POTENTIAL BIDDERS:** 6

### SUMMARY

<b>Bidder:</b>	<b>Jackson Services, Inc.</b>	<b>Village Uniform</b>	<b>Aramark Uniform Services</b>	<b>Paramount Uniform</b>
	<b>Columbus, NE</b>	<b>Kearney, NE</b>	<b>Lincoln, NE</b>	<b>Kearney, NE</b>
<b>Exceptions:</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>
<b>Brand of Uniform:</b>	<b>Red Kap</b>	<b>Red Kap</b>	<b>Wear Guard</b>	<b>Red Kap</b>
<b>Bid Price: One (1) year contract</b>				
<b>a. Shirt, Industrial Poplin or equal; long sleeve</b>	<b>\$.41</b>	<b>\$.64</b>	<b>\$.38</b>	<b>\$.40</b>
<b>b. Shirt, Industrial Poplin or equal; short sleeve</b>	<b>.41</b>	<b>.73</b>	<b>.38</b>	<b>.40</b>
<b>c. Shirt, Oxford or equal; long sleeve</b>	<b>.56</b>	<b>.91</b>	<b>.55</b>	<b>.55</b>
<b>d. Shirt, Oxford or equal; short sleeve</b>	<b>.56</b>	<b>.79</b>	<b>.55</b>	<b>.55</b>
<b>e. Shirt, Uniform Blouse or equal; long sleeve</b>	<b>.41</b>	<b>.84</b>	<b>.38</b>	<b>.40</b>
<b>f. Shirt, Indura Work Shirt or equal; long sleeve</b>	<b>.83</b>	<b>2.10</b>	<b>.95</b>	<b>.80</b>
<b>g. Pan, Industrial Cut or equal</b>	<b>.42</b>	<b>.90</b>	<b>.38</b>	<b>.44</b>
<b>h. Pant, Jean Cut (West) or equal</b>	<b>.42</b>	<b>.90</b>	<b>.38</b>	<b>.44</b>
<b>i. Pant, Dress slacks or equal</b>	<b>.65</b>	<b>1.38</b>	<b>.55</b>	<b>.62</b>
<b>j. Pant, Half Elastic Industrial</b>	<b>.42</b>	<b>.99</b>	<b>.38</b>	<b>.44</b>
<b>k. Pant, Indura</b>	<b>.83</b>	<b>2.27</b>	<b>.99</b>	<b>.80</b>
<b>l. Pant, Denim (Big Ben) or equal</b>	<b>.49</b>	<b>.95</b>	<b>.45</b>	<b>.44</b>
<b>m. Pant, Denim (Wrangler) or equal</b>	<b>.49</b>	<b>1.25</b>	<b>.45</b>	<b>.44</b>
<b>n. Pant, Red Kap Denim or equal</b>	<b>.49</b>	<b>.98</b>	<b>.45</b>	<b>.44</b>
<b>Jacket; with inventory of 11 pants and shirts:</b>				
<b>o. Team or equal</b>	<b>N/C</b>	<b>.82</b>	<b>N/C</b>	<b>N/C</b>
<b>p. Panel or equal</b>	<b>N/C</b>	<b>.84</b>	<b>N/C</b>	<b>N/C</b>
<b>q. Indura Zip-in/Zip-out</b>	<b>N/C</b>	<b>2.85</b>	<b>3.60</b>	<b>N/C</b>

<b>Bidder:</b>	<b>Jackson Services, Inc.</b>	<b>Village Uniform</b>	<b>Aramark Uniform Services</b>	<b>Paramount Uniform</b>
	<b>Columbus, NE</b>	<b>Kearney, NE</b>	<b>Lincoln, NE</b>	<b>Kearney, NE</b>
<b>Jacket; with less-than inventory of 11 pants &amp; shirts</b>				
<b>r. Team or equal</b>	<b>N/C</b>	<b>.82</b>	<b>N/C</b>	<b>N/C</b>
<b>s. Panel or equal</b>	<b>N/C</b>	<b>.84</b>	<b>N/C</b>	<b>N/C</b>
<b>t. Indura Zip-in/Zip-out</b>	<b>N/C</b>	<b>2.85</b>	<b>3.60</b>	<b>N/C</b>
<b>u. Coveralls, Action Back or equal; with inventory of 11 pants and shirts</b>	<b>.90</b>	<b>.71</b>	<b>.70</b>	<b>.80</b>
<b>v. Coveralls, Action Back or equal; rented in winter months only; with inventory of 11 pants and shirts</b>	<b>.90</b>	<b>1.00</b>	<b>.70</b>	<b>.80</b>
<b>w. Coveralls, Action Back or equal; rented in winter months only; with less than inventory of 11 pants and shirts</b>	<b>.90</b>	<b>1.50</b>	<b>.70</b>	<b>.80</b>
<b>x. Short/long sleeve option – per shirt in addition to individual shirt costs above</b>	<b>.10</b>	<b>1.50</b>	<b>.80</b>	<b>N/C</b>
<b>y. Pre-Set up charge per item</b>	<b>N/C</b>	<b>.75</b>	<b>N/C</b>	<b>N/C</b>
<b>z. Any other applicable cost not shown elsewhere</b>	<b>None</b>	<b>5% Energy Surcharge</b>	<b>None</b>	<b>None</b>
<b>aa. Emblem for department designation; one-time cost each emblem</b>	<b>N/C</b>	<b>2.50</b>	<b>N/C</b>	<b>N/C</b>
<b>bb. Emblem for employee name designation; one-time cost each emblem</b>	<b>N/C</b>	<b>1.50</b>	<b>N/C</b>	<b>N/C</b>

cc: Gary Mader, Utilities Director  
Steve Riehle, Public Works Director  
Pat Gericke, Utilities Admin. Assist.  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

Bob Smith, Assist. Utilities Director  
Bud Buettner, Assist. Utilities Director  
Catrina Delosh, PW Admin. Assist.  
Wes Nespor, Assist. City Attorney



RESOLUTION 2007-283

WHEREAS, the City of Grand Island invited sealed bids for uniform rental, according to specifications on file with the Utilities Department and Public Works Department; and

WHEREAS, on October 23, 2007, bids were received, opened and reviewed; and

WHEREAS, Paramount Linen and Uniform of Kearney, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$23,150.14 annually; and

WHEREAS, the bid of Paramount Linen Uniform is less than the estimate for uniform rental services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Paramount Linen and Uniform of Kearney, Nebraska, in the amount of \$23,150.14 annually for uniform rental services is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G17

**#2007-284 - Approving Change Order #1 for Boiler Inspection and Repair Contract with W-S Mechanical Group - Platte Generating Station**

Staff Contact: Gary R. Mader; Wesley Nespor

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director

**Meeting:** November 13, 2007

**Subject:** Boiler Inspection and Repair Contract Change Order

**Item #'s:** G-17

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

## **Background**

Prior to the major overhaul and maintenance outage at Platte Generating Station this fall, plant staff developed an extensive specification and received bids for major repairs to be done on the plant boiler and auxiliary equipment. The repair specifications were based on known problems found from visual inspections, instrument tests, and plant systems operating histories. The specifications also included additional testing and inspections to be done during the overhaul. The testing during the outage is for internal boiler tubes, high pressure piping, hot gas paths, ducting and other plant components that cannot be accessed until the unit is off line and cooled down to allow access. Much of the internal boiler operates at temperatures in excess of 2,000° F. WS Mechanical Group was awarded the original contract for Boiler Inspection and Repair at the Council Meeting of June 26, 2007, in the amount of \$579,337.11. The next low bid price for the original contract was \$1,197,700.

## **Discussion**

The testing and inspection of the high temperature areas after unit shut down found a number of problems not known at the time the original repair specifications were developed. The problems included boiler tube erosion, cracked high temperature ducting, failed insulation, worn structural members, and critical piping supports. A more detailed description of the specific needed repairs is attached.

These repair needs were not known at the time of the original specification preparation, but that was the reason that the additional inspection and testing were included in that specification. The additional work required to accomplish the repairs was necessary to restore Platte Generating Station to a condition to operate reliably for the five year interval between major overhauls. The total cost of the additional repair work is \$123,237.93, for a final contract cost of \$702,575.04.



## **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 authorization of Change Order #1 to the Boiler Inspection and Repair Contract at the Platte Generating Station for an addition to the contract price of \$123,237.93.

## **Sample Motion**

Move to approve Change Order #1 to the Boiler Inspection and Repair Contract with W-S Mechanical.

**WS Mechanical – Boiler Inspection & Repair/FWH Install/AH Basket Changeout –**  
**Contract Amount (\$580,000)**

▪ **Remove/Replace Clinker Grinder (\$6,440)**

Upon boiler inspection, a bottom ash "clinker grinder" was found to be severely eroded and worn. The clinker grinder ensures that large pieces of slag are crushed so they can be conveyed through the bottom ash removal system. This extensive wear was unexpected; it was not included in the original outage repair work scope. WS Mechanical was already on-site performing other repairs of major equipment. They were the only qualified contractor, quickly available, who could meet the outage schedule.

▪ **Finishing SH Repairs: (14) Dutchmen & (2) Padwelds (\$7,840)**

With boiler internal inspection, several finishing superheater tubes were found to be eroded by soot blower operation. Soot blower erosion is a boiler tube failure mechanism which may jeopardize reliability. This erosion was not known when the bid specifications were prepared and was not included in the original outage repair scope. All tubes, eroded to less than 50% of their design thickness needed to be replaced. All tubes eroded to less than 75% of their design thickness, were pad welded. WS Mechanical was already on-site performing other repairs.

▪ **Furnace Front Wall Tube Replacement (7 Tube Panel) (\$14,600)**

A boiler tube wall area adjacent to C1 soot blower was found to be eroded. Repair of this erosion damage was not included in the original outage repair specifications. The repair consisted of a 7-tube panel, 18" in height.

▪ **Remove/Replace Superheat & Reheat Header TC's (\$2,240)**

In the top of the boiler, several thermocouples were identified as needing replacement. The repair involves welding the new thermocouple pads to the high pressure piping and headers. This thermocouple replacement was not included in the original outage repair contract. WS Mechanical performed the replacement to meet the outage schedule.

▪ **Remove/Replace Dewatering Bin Insulation (\$2,240)**

The Bottom Ash Dewatering Bin insulation was found to be cracked and eroded. Repair was necessary. Three Insulating contractors were contacted; Midwest Insulation, Insulation Systems and WS Mechanical. WS Mechanical was the only contractor who could meet the outage schedule.

▪ **Repair Precip Inlet Duct Leaks (\$38,472)**

Upon precipitator inspection, several cracks were observed in the inlet ducting steel structure. These cracks allow moisture into the gas path entering the precipitator. Duct repair was not included in the original outage repair scope. WS Mechanical performed the repairs to meet the outage schedule.

▪ **Air Heater Drive Gear Repairs (\$2,520)**

The air heater is a rotating "wheel" located in the boiler exhaust gas stream that transfers heat from the exhaust gas to the incoming combustion air. It is a rotating element weighing approximately 70 tons. The air heater drive gear was found to be out of

alignment. This situation causes "out of roundness" with the air heater basket assembly. To avoid premature breakdown, this situation required repair. WS Mechanical was used to perform the needed repair to meet the outage schedule.

- **Feedwater Heater #4 Thermal Well Drilling (\$560)**

Upon receipt of the new #4 feedwater heater, it was noted that it didn't contain wells to accept the required thermocouple installation. WS Mechanical was used to install the thermocouple wells.

- **HRH Hanger Beam Repair (\$1,120)**

Upon inspection of the high pressure piping supports, it was noted that the hot reheat (HRH) pipe had migrated away from its designed neutral cold position. The piping needed to be adjusted to ensure proper expansion to the hot position. A pipe guide beam was modified to allow correct movement. WS Mechanical performed the repair.

- **Install Corten Plating @ Economizer Front Wall (\$1,120)**

An area of the boiler economizer front wall was found to be eroded by soot blower erosion. To mitigate tube erosion, a corten steel plate was placed to protect the eroded section of economizer tubing. WS Mechanical performed the repair.

- **RH & SH Header Insulation Repair (\$5,488)**

Insulation failures were found on the reheat & superheat headers in the boiler penthouse. Some of the block insulation had crumbled and displaced itself. Three Insulating contractors were contacted; Midwest Insulation, Insulation Systems and WS Mechanical. WS Mechanical was the only contractor who could respond in time to meet the outage schedule.

- **House Heating Pipe Insulation (\$2,240)**

During plant inspection, the house heating turbine extraction piping was found with insulation damage. Three Insulating contractors were contacted including Midwest Insulation, Insulation Systems and WS Mechanical. WS Mechanical was the only contractor who could meet the outage schedule.

- **Feedwater Heater #4 Reinsulate (\$26,488)**

Replacement Feedwater Heater #4 was installed during this outage. The required insulation was overlooked when the replacement was specified. Three Insulating contractors were contacted; Midwest Insulation, Insulation Systems and WS Mechanical. WS Mechanical was the only contractor who could meet the outage schedule.

- **Total Material Costs (\$11,870)**

This item includes the materials used by the contractor to complete the work included in the added work assignments. The materials procured are separated for tax purposes.

**Total WS Mechanical Adder: \$123,238**



*Working Together for a  
Better Tomorrow. Today.*

**TO:** W-S Mechanical Group  
P.O. Box 461085  
Papillion, NE 68046-1085

**PROJECT:** Boiler Inspection and Repair Contract Change Order - Platte Generating Station

You are hereby directed to make the following change in your contract:

1 Additional payment per the attached spreadsheet.

ADD: \$123,237.93

The original Contract Sum

\$ 579,337.11

Previous Change Order Amounts

\$ -

The Contract Sum is increased by this Change Order

\$ 123,237.93

The Contract Sum is decreased by this Change Order

\$ -

The total modified Contract Sum to date

\$ 702,575.04

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

**APPROVED: CITY OF GRAND ISLAND**

By: \_\_\_\_\_

Date \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to Form, City Attorney

**ACCEPTED: W-S MECHANICAL GROUP**

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "John B. Wiese".

Date 11/7/07

RESOLUTION 2007-284

WHEREAS, on June 26, 2007, by Resolution 2007-146, the City of Grand Island awarded the bid for Boiler Inspection and Repair to W-S Mechanical Group, LLC, of Council Bluffs, Iowa; and

WHEREAS, it has been determined that modifications to the work to be performed by W-S Mechanical Group, LLC are necessary; and

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

WHEREAS, the result of such modification will increase the contract amount by \$123,237.93 for a revised contract price of \$702,575.04.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and W-S Mechanical Group, LLC of Council Bluffs, Iowa to provide the modification set out as follows:

Remove/Replace Clinker Grinder .....	\$6,440.00
Finishing SH Repairs: (14) Dutchmen & (2) Padwelds .....	7,840.00
Furnace Front Wall Tube Replacement (7 Tube Panel).....	14,600.00
Remove/Replace Superheat & Reheat Header TC's .....	2,240.00
Remove/Replace Dewatering Bin Insulation .....	2,240.00
Repair Precip Inlet Duct Leaks .....	38,472.00
Air Heater Drive Gear Repairs .....	2,520.00
Feedwater Heater #4 Thermal Well Drilling.....	560.00
HRH Hanger Beam Repair .....	1,120.00
Install Corten Plating & Economizer Front Wall .....	1,120.00
RH & SH Header Insulation Repair .....	5,488.00
House Heating Pipe Insulation .....	2,240.00
Feedwater Heater #4 Re-insulate .....	26,488.00
Total Material Costs.....	<u>11,870.00</u>
Total.....	\$123,238.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  

Approved as to Form	☐ _____
November 8, 2007	☐ City Attorney

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G18

**#2007-285 - Approving Final Plat and Subdivision Agreement for  
Deadwood Second Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** November 13, 2007

**Subject:** Deadwood Second Subdivision – Final Plat

**Item #'s:** G-18

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

## **Background**

This final plat proposes to create 2 lots on a tract of land comprising all of Lot Six (6), Deadwood Subdivision in the City of Grand Island, Hall County, Nebraska. This land consists of approximately 4.652 acres. This property is located south of W. Old Highway 30, between Johnstown Road and Claude Road. Water is available to the subdivision. Sewer is not available and the Nebraska Department of Environmental Quality has approved the use of on-site treatment systems for these lots.

## **Discussion**

The final plat for Deadwood Second Subdivision was considered under the Consent Agenda by the Regional Planning Commission at the November 7, 2007 meeting. A motion was made by Ericksen, and seconded by Miller to approve the plat as presented. A roll call vote was taken and the motion carried with 12 members present voting in favor (Miller, Amick, O'Neill, Ruge, Hayes, Reynolds, Monter, Haskins, Eriksen, Bredthauer, Heineman, Snodgrass).

## **Alternatives**

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

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



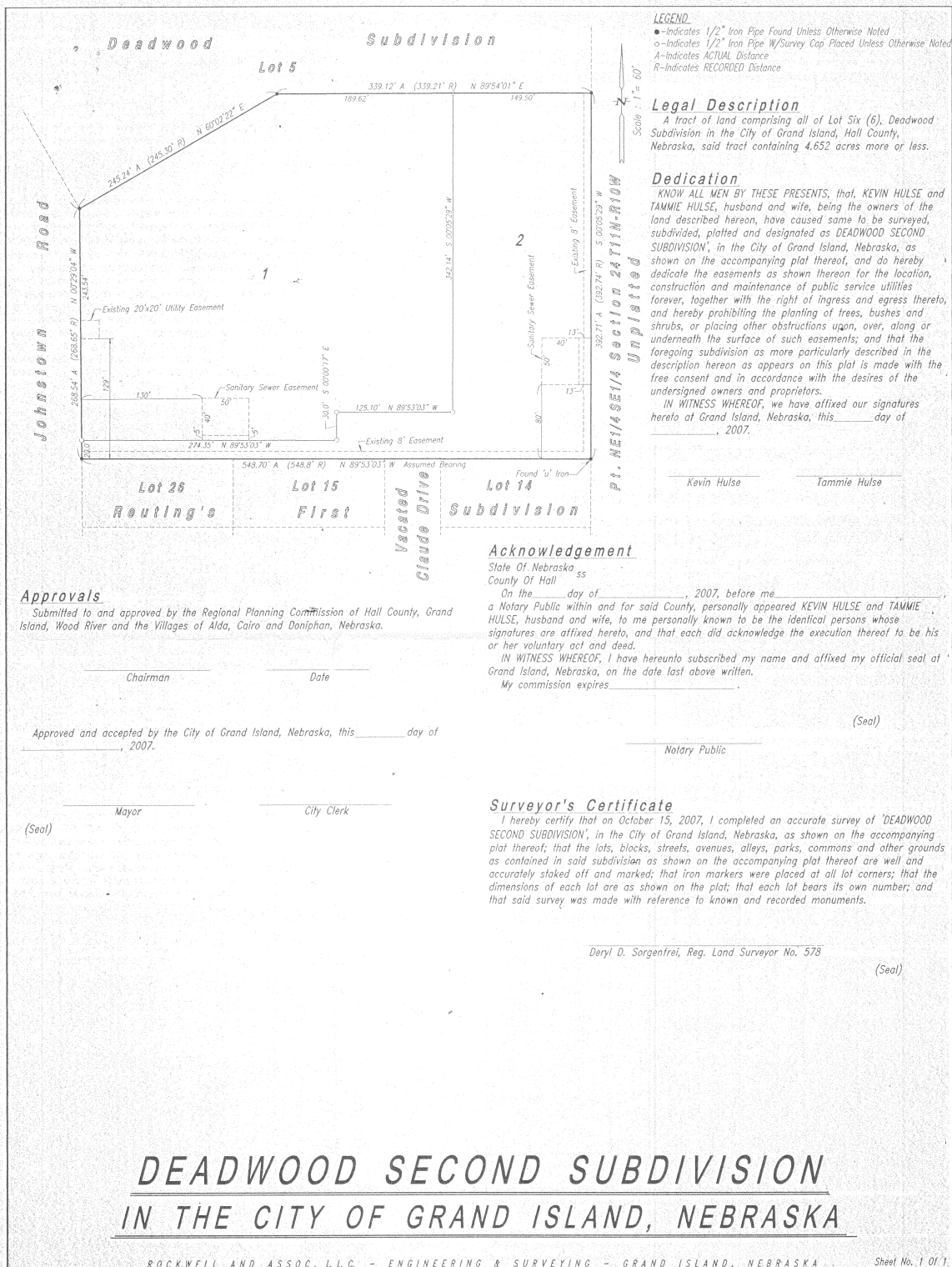
## **Recommendation**

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

## **Sample Motion**

Motion to approve as recommended.





## Deadwood Second Subdivision Final Plat Summary

### Developer/Owner

Kevin and Tammie Hulse  
4300 W Wildwood Drive  
Grand Island, NE 68803

2 Lots south of Arch Street and east of Johnstown Road.

**Size:** 4.652 Acres

**Zoning** M2-Heavy Manufacturing

**Road Access:** Public City Streets, No new streets will be added

**Water Public:** City Water is Available and will be extended to serve all lots

**Sewer Public:** City Sewer **Not** Available. The state has approved the use of a septic system on these lots.



RESOLUTION 2007-285

WHEREAS, Kevin Hulse and Tammie Hulse, husband and wife, as owners, have caused to be laid out into lots, a tract of land comprising all of Lot Six (6), Deadwood Subdivision, in the City of Grand Island, Hall County, Nebraska, under the name of DEADWOOD SECOND SUBDIVISION, and have caused a plat thereof to be acknowledged by it; and

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

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

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

BE IT FURTHER RESOLVED that the final plat of DEADWOOD SECOND SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 8, 2007	☐ City Attorney



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item G19

**#2007-286 - Approving State Bid Award for (1) 2008 Chevrolet  
Impala for the Building Department**

Staff Contact: Craig Lewis

# **Council Agenda Memo**

**From:** Craig A. Lewis, Building Department Director

**Meeting:** November 13, 2007

**Subject:** Purchase of 2008 Chevrolet Impala for Building Department

**Item #'s:** G-19

**Presenter(s):** Craig Lewis, Building Department Director

## **Background**

The 2007-2008 budget included funds for the replacement of an inspection vehicle. State bids were reviewed a replacement purchase is requested.

## **Discussion**

The Department is requesting approval of the purchase of a 2008 Chevrolet Impala from Sid Dillon Chevrolet-Buick-Pontiac, Wahoo, Nebraska the vendor of the State of Nebraska contract #12042OC in the amount of \$15,597.00.

## **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 purchase of the identified vehicle on the State awarded contract.

### **Sample Motion**

Move to approve the purchase of an inspection vehicle from Sid Dillon Chevrolet-Buick-Pontiac from Wahoo, Nebraska on State Contract #12042OC in the amount of \$15,597.00.



RESOLUTION 2007-286

WHEREAS, the Building Department for the City of Grand Island, budgeted for a vehicle in the 2007/2008 fiscal year; and

WHEREAS, said vehicle, a 2008 Chevy Impala, can be obtained from the State contract holder; and

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

WHEREAS, the funding for such vehicle is provided in the 2007/2008 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2008 Chevy Impala in the amount of \$15,597.00 from the State contract holder, Sid Dillon Chevrolet-Buick-Pontiac of Wahoo, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 8, 2007	☐ City Attorney



# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item G20**

**#2007-287 - Approving Law Enforcement Center Costs in Excess  
of Budget**

**Staff Contact: David Springer**

# **Council Agenda Memo**

**From:** Steve Lamken, Police Chief  
Dave Springer, Finance Director

**Meeting:** November 13, 2007

**Subject:** Approving Law Enforcement Center Costs in Excess of Budget

**Item #'s:** G-20

**Presenter(s):** Steve Lamken, Police Chief  
Dave Springer, Finance Director

## **Background**

At the end of fiscal year 2007 on September 30, City Finance and Police Administration encumbered \$2,360,283 in the Capital Projects Fund to provide budget for the completion of the Law Enforcement Center (LEC) with an estimated total cost of \$8.8 million. At this time, due to the costs of equipment and furnishings, it is projected that the final cost will nearer \$9,050,000. The Capital Projects Fund is budgeted for 2008 at \$6.5 million, plus \$3.1 million encumbered from 2007, that is, budgeted but not spent in 2007 and carried forward to the next fiscal year.

## **Discussion**

It would be highly unusual that in a \$9.6 million Capital Projects budget, that their wouldn't be \$250,000 available to final out the Law Enforcement Center from other projects that get delayed, under run from conservative budgeting, or ones that can be pushed to another year. There are revenue offsets, as there is \$60,000 in unspent contingency funds, approximately \$40,000 in late penalties on contractors, and about \$180,000 in earnings on bond proceeds, net of arbitrage. Thus, it is not anticipated that a formal budget amendment would be necessary, but it is appropriate that council be appraised of these higher costs and is requested to approve a redirection of funds as indicated above.

## **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 to provide a higher spending level for the LEC than currently budgeted without increasing total project spending.

## **Sample Motion**

Move to approve the Resolution to increase budgeted spending for the LEC by \$250,000, with no total budget increase for the Capital Projects Fund.

RESOLUTION 2007-287

WHEREAS, the city's Finance Department and Police Administration encumbered \$2,360,283.00 from the 2006/2007 Capital Projects Fund to provide budget for the completion of the Law Enforcement Center; and

WHEREAS, the City of Grand Island 2007/2008 Budget Statement was approved and adopted on August 28, 2007 by Ordinance No. 9135; and

WHEREAS, it is recommended that the city reallocate \$250,000.00 within the Capital Projects Fund for the purpose of completing the Law Enforcement Center within no overall increase in the fund.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the city reallocate \$250,000.00 within the general fund for the purpose of completing the Law Enforcement Center.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on November 13, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form ? _____ November 9, 2007      ?City Attorney
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# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item G21**

**#2007-288 - Approving State Bid Award for Portable Radios for  
Fire Department**

**Staff Contact: Jim Rowell**

# **Council Agenda Memo**

**From:** Jim Rowell, Fire Chief  
**Meeting:** November 13, 2007  
**Subject:** Replacement of Portable Radios  
**Item #'s:** G-21  
**Presenter(s):** Jim Rowell, Fire Chief

## **Background**

The Grand Island Fire Department has recently experienced battery connection problems with its existing stock of Motorola two-way portable radios. This is a serious problem that could have grave consequences if not remedied expeditiously. The Grand Island Fire Department has worked directly with Motorola, the Motorola representative to the state bid contract, and local Motorola representative Platte Valley Communications to resolve this problem. The proposed solution includes replacement of existing portable radio stock. The proposal includes the following:

63 Motorola GPS XPR 6550 portable radios @\$567.00 each	\$35,721.00
63 Motorola Speaker Mics (submersible) @ \$57.70 each	\$3635.10
50 Motorola Impress batteries 1500 MAH Li-ion @ \$72.00 each	\$3600.00
Programming software RVN5115 @ \$299.00 each	<u>\$299.00</u>
Total Purchase	\$43,255.10

The purchase should be awarded to Platte Valley Communications of Grand Island, Nebraska, the local representative of State Bid Contract #11182 OC.

## **Discussion**

In light of the battery connection problems with existing Motorola portable radios owned by Grand Island Fire Department, Motorola has made a special concession regarding this purchase. The state bid contract #11182 OC price for the Motorola GPS XPR 6550 is normally \$1,078.25 which is a 5% reduction from list price. For this purchase only, Motorola has offered a 48% reduction in list price. Normally, the radios alone would cost \$67,929.75 if utilizing the existing state bid contract price. The savings offered on the radios alone is over \$32,000. Motorola is offering this special concession until November 30, 2007.

There are other benefits seen by this purchase. The Grand Island/Hall County Emergency Operations Center (GIEC) is in the process of updating their existing communications consoles. These consoles have the ability to track radio signals and pinpoint their location through GPS. The existing GIFD portable radios are not capable of sending this tracking signal. The proposed radios will send the GPS signal and interface with the new GIEC consoles. This tracking will facilitate more efficient deployment of emergency responders to emergency incidents based upon the GPS tracking information.

It is the recommendation of the Grand Island Fire Department that Platte Valley Communications of Grand Island, Nebraska be awarded the bid based upon the existing state bid contract #11182 OC at the reduced price offered directly from Motorola due to existing battery connection issued.

### **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 bid to Platte Valley Communications.

### **Sample Motion**

Move to approve the purchase of portable radios and equipment from Platte Valley Communications for a price of \$43,255.10.



RESOLUTION 2007-288

WHEREAS, the Fire Department for the City of Grand Island is experiencing severe battery connection problems with its existing stock of Motorola two-way radios; and

WHEREAS, said radios can be replaced by the State contract holder under State Contract #11182 OC; and

WHEREAS, purchasing the radios from the State contract holder meets all statutory bidding requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of portable radios and equipment in the amount of \$43,255.10 from the State contract holder, Platte Valley Communications of Grand Island, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item G22**

**#2007-289 - Approving Right-of-Way Acquisition Certification for  
Capital Avenue Widening Project**

**Staff Contact: Dale Shotkoski**

# **Council Agenda Memo**

**From:** Wesley D. Nespor, Attorney  
**Meeting:** November 13, 2007  
**Subject:** Certificate of Rights-of-Way Acquisition  
**Item #'s:** G-22  
**Presenter(s):** Dale Shotkoski, City Attorney

## **Background**

One of the initial phases of the Capital Avenue widening project was the acquisition of permanent rights-of-way and temporary easements from the abutting landowners. Since other agencies are participating in the project, periodic reports and certificates must be made to them. One such document is a certificate that the City of Grand Island has now obtained all the rights-of-way and easements necessary to move forward to the next phase.

## **Discussion**

The City had obtained, through voluntary means, the necessary rights-of-way on all but four tracts of land. Condemnation proceedings concerning these four tracts were filed in the Hall County Court, a hearing was held, and an appraiser's award was entered and recorded with the Register of Deeds. Even though the owners have appealed the award to the District Court, the rights-of-way and easements are now vested in the City. The statutes are written this way so that projects are not delayed by lengthy legal proceedings regarding the amount to be paid for the land needed by the City. The City is now in a position to certify to the other participating agencies that the rights-of-way and easements have been acquired.

## **Alternatives**

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

1. Approve the resolution authorizing the Mayor to certify the acquisitions.
2. Continue the issue to a later date.

### **Recommendation**

City Administration recommends that the Council approve the resolution authorizing the Mayor to certify the acquisition of the Capital Avenue rights-of-way.

### **Sample Motion**

Move to approve the resolution authorizing the Mayor to certify the acquisition of the Capital Avenue rights-of-way and easements.

**RIGHT OF WAY CERTIFICATE  
FOR COUNTY OR CITY FEDERAL AID HIGHWAY PROJECT**

TO: THE NEBRASKA DEPARTMENT OF ROADS

FEDERAL AID PROJECT NO.: STPAA-5436(4) C.N. 42427

NAME OF PROJECT: CAPITAL AVENUE PAVING IMPROVEMENTS

DESCRIPTION OF PROJECT: The project consists of reconstructing approximately 2,800 linear feet Capital Avenue from the Moores Creek drainway to just east of Webb Road.

This is to certify that the necessary right-of-way for said project has all been acquired in compliance with the provisions of Title III of the UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT of 1970.

All encroachments including improvements and signs have been removed from the right-of-way.

All necessary moving, lowering or rearranging of pipelines, pole lines and other utility lines have been completed or provisions made for such work to be completed by prior to or concurrent with construction.

Relocation assistance was not required for this project.

The right-of-way is now available for immediate construction and it is recommended that said project be advanced to letting stage.

DATED this 13<sup>th</sup> day of November, 2007.

CITY OF GRAND ISLAND  
CERTIFIED BY:

Margaret Hornady, Mayor

ATTEST:

RaNae Edwards, City Clerk

RESOLUTION 2007-289

WHEREAS, the acquisition of permanent and temporary easements have been obtained from abutting landowners by the City of Grand Island in the Capital Avenue Widening Project; and

WHEREAS, it is necessary that the city certify to other participating agencies in the Capital Avenue Widening Project that the permanent and temporary easements have been acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island has obtained the necessary permanent and temporary easements from abutting landowners for the Capital Avenue Widening Project; and the Mayor is hereby authorized and directed to certify the acquisition of the rights-of-way and easements on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item H1

**Consideration of Request from Chief Industries, Inc. for a Conditional Use Permit for Additional Parking and Use of a Rock or Crushed Concrete Surface for One Year Located at 1208 South Adams Street**

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

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item I1

**#2007-290 - Consideration of Request of JR Enterprises LLC dba JR Liquor, 624 West 4th Street for a Class "D" Liquor License and Liquor Manager Designation for Judy Sheeks-Rivas, 3207 East Seedling Mile Road**

Staff Contact: RaNae Edwards



R E S O L U T I O N    2007-290

WHEREAS, an application was filed by JR Enterprises LLC, doing business as JR Liquor at 624 West 4<sup>th</sup> Street, Grand Island, Nebraska, for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on November 3, 2007; such publication cost being \$13.60; and

WHEREAS, Judy Sheeks-Rivas, 3207 East Seedling Mile Road, Grand Island, Nebraska, has applied for a liquor manager designation for the business; and

WHEREAS, a public hearing was held on November 13, 2007, for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends the application of Judy Sheeks-Rivas, 3207 East Seedling Mile Road, as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_

Approved as to Form	<input type="checkbox"/>	_____
November 8, 2007	<input type="checkbox"/>	City Attorney

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item I2

**#2007-291 - Consideration of Approving Request of Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4th Street for a Class "C" Liquor License and Liquor Manager Designation for Elsy Ramos, 243 South Sycamore**

Staff Contact: RaNae Edwards

RESOLUTION 2007-291

WHEREAS, an application was filed by Munoz R. Rodriguez, Inc., doing business as Zona Rosa Nightclub at 611 East 4<sup>th</sup> Street, Grand Island, Nebraska, for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on November 3, 2007; such publication cost being \$14.03; and

WHEREAS, Elsy Ramos, 243 South Sycamore, Grand Island, Nebraska, has applied for a liquor manager designation for the business; and

WHEREAS, a public hearing was held on November 13, 2007, for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends the application of Elsy Ramos, 243 South Sycamore, as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_

Approved as to Form	<input type="checkbox"/>	_____
November 8, 2007	<input type="checkbox"/>	City Attorney

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item I3**

**#2007-292 - Consideration of Designating Old Fire Station No. 1 as  
Surplus Property and Directing Method of Disposal**

**Staff Contact: Jim Rowell**

# **Council Agenda Memo**

**From:** Jim Rowell, Fire Chief

**Meeting:** November 13, 2007

**Subject:** Surplus Property

**Item #'s:** I-3

**Presenter(s):** Jim Rowell, Fire Chief

## **Background**

The new fire station at 409 East Fonner Park Road is in service as of October 1, 2007. This station was a part of the plan for the replacement of Fire Station 1 at 302 South Pine. The project was supported by the public and paid for with the 1/2 cent sales tax.

## **Discussion**

The fire station at 302 South Pine is no longer being utilized as a fire station. The new fire station has begun operations and no responses are being made out of the 302 South Pine Street location.

This property is currently being utilized for storage of miscellaneous items that will be disposed of in the near future. Declaring the property as surplus is the first step in the process of disposal of the property.

There are two general approaches to the sale of this kind of real estate. The first is to auction the property or accept bids and sell the property for the highest reasonable bid. The second is to look at the big picture. Does the bidder have a plan for the building and the financial wherewithal to follow through? In the first instance, the city would advertise it for sale (by sealed bids, public auction, or realtor listing) and in the second, the city would request proposals to include the price offered and a business plan and schedule for the project.

A Council resolution will begin the process by declaring the property surplus. The terms of the sale must then be established by ordinance with a 30 day right of remonstrance after publication. To be sure that all steps have been properly met, I would recommend:

1. A resolution should be passed declaring the real estate and building surplus and directing that an ordinance be prepared offering it for sale.
2. An ordinance should be passed setting forth the manner of sale (auction, listing, sealed bids, or request for proposals) and the date the sale will take place. This ordinance would be published once a week for three weeks.
3. Another ordinance would be passed after review of all bids or offers to determine a buyer and the conditions of sale and again published for three weeks. If no public remonstrance is filed within 30 days after final publication of either ordinance, the property can be conveyed.

### **Alternatives**

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

1. Move to declare the property surplus and request an ordinance setting forth the manner of sale.
2. Postpone the issue to future date
3. Take no action on the issue and retain the property.

### **Recommendation**

City Administration recommends that the Council declare, by resolution, that such property is surplus and direct an ordinance be prepared setting forth the manner of sale.

### **Sample Motion**

Move to approve a resolution declaring the fire station at 302 South Pine surplus and that an ordinance be drafted setting forth the manner in which the property will be sold.



RESOLUTION 2007-292

WHEREAS, the City of Grand Island owns real estate and a building at 302 South Pine Street, known as "Old Fire Station No. 1"; and

WHEREAS, "Old Fire Station No. 1" has been replaced by Fire Station No. 1 at 402 East Fonner Park Road and has been in operation since October 1, 2007; and

WHEREAS, in order to dispose of the building known as "Old Fire Station No. 1", it is necessary that the council declare the real estate and building as surplus so that the property can be properly disposed of.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the property known as "Old Fire Station No. 1", located at 302 South Pine Street, Grand Island, Nebraska, is hereby declared as surplus property and an ordinance shall be prepared setting forth the manner of sale.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on November 13, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form ? _____ November 8, 2007 ? City Attorney
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# **City of Grand Island**

**Tuesday, November 13, 2007**

**Council Session**

## **Item I4**

**#2007-293 - Consideration of Northwestern's Application for  
Natural Gas Rate Adjustment**

**Staff Contact: Dale Shotkoski**

# **Council Agenda Memo**

**From:** Dale M. Shotkoski, City Attorney

**Meeting:** November 13, 2007

**Subject:** Settlement Agreement with Northwestern Corporation  
with Respect to Northwestern's Application for Natural  
Gas Rate Adjustment

**Item #'s:** I-4

**Presenter(s):** Dale M. Shotkoski, City Attorney

## **Background**

On June 1, 2007, Northwestern Corporation, d/b/a Northwestern Energy, filed an application for natural gas rate increase with the Nebraska Public Service Commission. Northwestern sought an additional \$2,813,794.00 in rate recovery in its application. On June 26, 2007, the City Council authorized the City Attorney to work with city staff cooperatively from the cities of Kearney, North Platte and the Village of Alda, to negotiate with Northwestern Corporation for a general rate change.

The cities of Kearney, North Platte, Grand Island and the Village of Alda have been working cooperatively and have completed its negotiations with Northwestern Corporation's representation for new natural gas rates, which agreement will be filed and must be approved by the Nebraska Public Service Commission.

## **Discussion**

The cities of Grand Island, Kearney, North Platte and the Village of Alda, consulted with an accounting firm to review the financial records of Northwestern along with its filings with the Nebraska Public Service Commission. As a result of the careful review of the documents, negotiations commenced with the goal of the parties being that Northwestern be allowed to receive a fair rate of recovery as allowed by the Nebraska Public Service Commission. As a result of the negotiations, the exchange of documents, and the discovery, the parties have agreed in principle to an adjustment for new natural gas rates for Northwestern in Nebraska. The agreement provides Northwestern with an additional \$1,700,000.00 in rate recovery, subject to the resolutions of three minor outstanding issues, including but not limited to, determination of the appropriate depreciation schedules. Other items that need to still be addressed are a true up of the depreciation

schedules currently under review by the State of South Dakota. Once the State of South Dakota makes its determinations, the parties have agreed to accept South Dakota's resolution.

Another item for council to address is whether or not council wishes to continue to pass through to Northwestern's customers in Grand Island a surcharge to the gas rates in amount of \$86,000.00 annually, which money is then passed through the City of Grand Island to the Economic Development Corporation with certain restrictions. Since the last rate agreement with Northwestern Energy, the City of Grand Island has adopted the additional sales tax, which allows sales tax to be used for LB840 purposes. As a result of the passage of the local sales tax, additional revenues have been generated and passed through to the Economic Development Corporation for economic development purposes. Sales tax on Northwestern's customers is a source of the economic development revenue. The surcharge passed through to the customers for the additional \$86,000.00 passed from Northwestern to the City is essentially a second fee attached to Northwestern's customers for economic development purposes. Northwestern will allow the cities under the current arrangement to either opt in or opt out of continuing with such a surcharge program. It must be made clear that the Economic Development money that has been shown by the city to have been received from Northwestern is in actuality money that was simply collected by Northwestern from its customers and passed through to the City. It is clear from the natural gas rate negotiations that Northwestern has been a collector of the surcharge money which is passed through the city for economic development purposes and because it has simply been a pass through, it is reflected as a cost of doing business in the City of Grand Island which Northwestern had included in its Natural Gas Rate Application.

## **Alternatives**

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

1. Move to approve the proposed settlement agreement with Northwestern Corporation with respect to Northwestern's Application for Natural Gas Rate Adjustment, including the surcharge to its customers for economic development purposes.
2. Move to approve the proposed Interlocal Agreement between the city and Northwestern with respect to Northwestern's Application for Natural Gas Rate Adjustment and opt out of adopting the surcharge assessing Northwestern's customers with a fee for economic development purposes.
3. Postpone the issue to a future date.
4. Take no action on the issue.

## **Recommendation**

City administration recommends that the City Council approve the settlement agreement with Northwestern Corporation pursuant to the Neb. Rev. Stat. §66-1838 with respect to Northwestern's Application for Natural Gas Rate Adjustment in principal, allowing Northwestern an additional \$1,700,000.00 in rate recovery. City administration further recommends that council choose to either opt in or opt out as it deems appropriate the surcharge of the Economic Development cost proposed by Northwestern to collect on behalf of Economic Development if council chooses to do so.

## **Sample Motion**

Move to approve the agreement as proposed between the City of Grand Island and Northwestern Corporation pursuant to Neb. Rev. Stat. §66-1838 with respect to Northwestern's Application for Natural Gas Rate Adjustment, to include or to not include the Economic Development surcharge.

## RESOLUTION 2007-293

A RESOLUTION TO ENTER A SETTLEMENT AGREEMENT WITH NORTHWESTERN CORPORATION PURSUANT TO NEBRASKA REVISED STATUTE SECTION 66-1838 WITH RESPECT TO NORTHWESTERN'S APPLICATION FOR NATURAL GAS RATE ADJUSTMENT.

WHEREAS, on June 1, 2007, NorthWestern Corporation, doing business as NorthWestern Energy ("NorthWestern"), filed an Application for a Natural Gas Rate Adjustment ("Application") with the Nebraska Public Service Commission ("PSC") seeking an additional \$2,813,794 in rate recovery;

WHEREAS, Section 66-1838 of the Nebraska Revised Statutes authorizes jurisdictional utilities such as NorthWestern to negotiate directly with affected municipalities such as the City with respect to a proposed general rate change provided, among other things, municipalities representing more than fifty percent (50%) of the ratepayers within the affected municipalities adopt resolutions evidencing their intent to negotiate with the jurisdictional utility;

WHEREAS, on July 17, 2007, the City adopted a resolution to negotiate directly with NorthWestern as permitted by NEB.REV.STAT. §66-1838;

WHEREAS, affected municipalities representing more than fifty (50%) of NorthWestern's ratepayers in Nebraska entered resolutions evidencing their intent to negotiate with NorthWestern;

WHEREAS, pursuant to NEB.REV.STAT. §66-1838, NorthWestern and affected municipalities entered into good faith negotiations regarding NorthWestern's Application;

WHEREAS, pursuant to NEB.REV.STAT. §66-1838(13), if the affected municipalities and NorthWestern reach agreement upon new natural gas rates, such agreement must be reduced to writing and filed with the PSC;

WHEREAS, NorthWestern and the affected municipalities have reached agreement upon new natural gas rates for NorthWestern in Nebraska that provides NorthWestern with an additional \$1,700,000 in rate recovery, subject to the resolution of three minor outstanding issues including, but not limited to, determination of the appropriate depreciation schedules; and

WHEREAS, the settlement between NorthWestern and the affected municipalities is in the public interest.

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

1. The Mayor is hereby authorized to, on behalf of the City, execute the required settlement agreement for new natural gas rates for NorthWestern in accordance with the terms and

Approved as to Form	☐ _____
November 8, 2007	☐ City Attorney

conditions generally described above and as agreed upon by NorthWestern and the affected municipalities; and

2. The City Attorney is hereby authorized and directed to take such appropriate action as necessary to effectuate the settlement with NorthWestern and work cooperatively with NorthWestern and the affected municipalities to obtain the necessary approvals from the PSC.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2007.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item J1

### **Approving Payment of Claims for the Period of October 24, 2007 through November 13, 2007**

*The Claims for the period of October 24, 2007 through November 13, 2007 for a total  
amount of \$6,986,178.13. A MOTION is in order.*

Staff Contact: David Springer





# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item J2

### Approving Payment of Claims for the Library Expansion for the Period of October 24, 2007 through November 13, 2007

*The Claims for the Library Expansion for the period of October 24, 2007 through November 13, 2007 for the following requisitions:*

#93	\$1,440.00
#94	645.00
#95	2,065.35
#96	1,486.50
#97	152,855.06
#98	410.00

*Total \$158,901.91*

*A MOTION is in order.*

Staff Contact: David Springer

EXHIBIT B  
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 93

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>
Creative Cabinets, Inc.	\$1440.00	2 laminated cabinets for meeting room.

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 6th day of November, 2007.

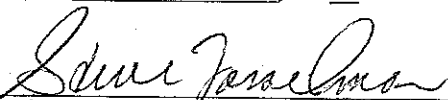
  
\_\_\_\_\_  
Project Manager



EXHIBIT B  
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 94

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>
Eakes	\$645.00	Chairs for office.

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 6th day of November, 2007.

  
\_\_\_\_\_  
Project Manager



617 WEST THIRD STREET  
GRAND ISLAND NE 68801  
308-382-8026

CUSTOMER # 618799 DEPT

G I PUBLIC LIBRARY

211 NORTH WASHINGTON ST  
GRAND ISLAND NE 68801

**Please Remit To:**

Eakes Office Plus  
P.O. Box 2098  
Grand Island, NE 68802-2098

CHARGE  
INVOICE

GIDT

**THIS IS THE ONLY INVOICE  
YOU WILL RECEIVE**

DATE	INVOICE NUMBER
10/16/07	4616064-0

PAGE 1 09:28

SALESMAN 1708 PHONE 308-385-5333

PO# WRITER 1012

SHIPPING ADDRESS

G I PUBLIC LIBRARY

211 NORTH WASHINGTON ST  
GRAND ISLAND NE 68801

ITEM NUMBER	CO. DESCRIPTION	ORDER QTY	BACK QTY	SHIP QTY	UNIT	NET PRICE	EXTENDED PRICE
0042580907	EAK 2093EB11T, CHAIR, VINYL, BK	4		4	EA	89.000	356.00
2091SR11T	HON CHAIR, EXEC, HI-BACK, BLK LEATHER	1		1	EA	289.000	289.00
	PULL 2091 CHAIR FROM WAREHOUSE						

Thank You!

TERMS AND CONDITIONS OF SALE: Due net on 10th of month following date of purchase. 1.33% per month  
(15.96% annual interest) charged on balance past 30 days.

CUSTOMER COPY

SUB-TOTAL	645.00
TOTAL	645.00

EXHIBIT B  
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 95

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>
ASI-Modulex	\$2,065.35	Dedication Plaque

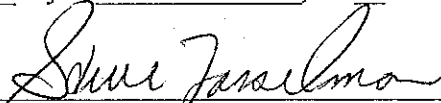
Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

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 6th day of November, 2007.

  
\_\_\_\_\_  
Project Manager

**Invoice No. 147010**

Page 1

<b>Bill To</b>		Steve Fosselman Grand Island Public Library 211 North Washington Grand Island, NE 68801		<b>Ship To</b>		Steve Fosselman Grand Island Public Library 211 N. Washington Grand Island, NE 68801																							
<b>Phone</b>	308.385.5333	<b>FAX</b>	308.385.5339	<b>Phone</b>	308.385.5333	<b>FAX</b>	308.385.5339																						
<b>Date</b>	10/17/2007	<b>Est. Ship</b>	10/08/2007	<b>Terms</b>	Net 30 Days	<b>F.O.B.</b> Install																							
<b>Project</b> RUSH glass dedication plaque				<b>Rep</b> Todd Carey / Ronda Geurts																									
<b>Ref.</b> GRAN01 130084 / NA / GRAN01		<b>Ship Method</b> Installed			<b>PO No.</b> Signed Quote 39125																								
<b>Item</b>	<b>Qty</b>	<b>Description</b>			<b>Ship</b>	<b>B/O</b>	<b>Unit Price</b>																						
1.	1	Dedication Plaque  ASI Modulex Custom Series Tempered glass plaque polished edges 50" x 23-1/2" x 1/2" thick Silkscreen copy on 2nd surface Time Bold and Regular font SC 913 flint color (6) satin lauminm gyford standoffs. 7/8" diameter and 7/8" standoffs from wall  Copy to read:  Edith Abbott Memorial Library 1972  <table border="0"> <tr> <td>City Council</td> <td>Library Board</td> </tr> <tr> <td>John Ditter, Mayor</td> <td>James E. Wenger, President</td> </tr> <tr> <td>Bob Albee</td> <td>Warren Bosley, M.D.</td> </tr> <tr> <td>Oscar Bredthauer</td> <td>Father Frank Hoelck</td> </tr> <tr> <td>Wm. Burke</td> <td>Mrs. Selma Shamberg</td> </tr> <tr> <td>Mrs. Charlotte Eaton</td> <td>Mrs. Jacqueline Sorensen</td> </tr> <tr> <td>Virgil Eihusen</td> <td>Roberta A. Lawrey, Library Director</td> </tr> <tr> <td>B.L. McGahan</td> <td>Contractor</td> </tr> <tr> <td>John M. Carpenter, City Manager</td> <td>Mid Plains Construction Co.</td> </tr> <tr> <td>James F. Minor, Finance Director</td> <td>Architect</td> </tr> <tr> <td>Duane A. Burns, City Attorney</td> <td>Stanley J. How and Associates</td> </tr> </table> etc. etc. etc.			City Council	Library Board	John Ditter, Mayor	James E. Wenger, President	Bob Albee	Warren Bosley, M.D.	Oscar Bredthauer	Father Frank Hoelck	Wm. Burke	Mrs. Selma Shamberg	Mrs. Charlotte Eaton	Mrs. Jacqueline Sorensen	Virgil Eihusen	Roberta A. Lawrey, Library Director	B.L. McGahan	Contractor	John M. Carpenter, City Manager	Mid Plains Construction Co.	James F. Minor, Finance Director	Architect	Duane A. Burns, City Attorney	Stanley J. How and Associates	1	0	\$1,585.35
City Council	Library Board																												
John Ditter, Mayor	James E. Wenger, President																												
Bob Albee	Warren Bosley, M.D.																												
Oscar Bredthauer	Father Frank Hoelck																												
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John M. Carpenter, City Manager	Mid Plains Construction Co.																												
James F. Minor, Finance Director	Architect																												
Duane A. Burns, City Attorney	Stanley J. How and Associates																												
						<b>Subtotal</b>	\$1,585.35																						
						* Tax Exempt	\$0.00																						
						<b>Crating &amp; Shipping</b>	\$0.00																						
						<b>Installation</b>	\$480.00																						
Please make checks payable to: <b>ASI-Modulex</b> 1219 Zimmerman Dr. S. PO Box 187 Grinnell, IA 50112						<b>Invoice Total</b>	<b>\$2,065.35</b>																						

 ASI-Modulex  
 6958 N. 97th Circle  
 Omaha, NE 68122

 402.572.5055  
 402.572.5155  
 www.asimodulx.com

Continued On Next Page







# INVOICE

Invoice Number: 14457  
 Invoice Date: Oct 24, 2007  
 Page: 1

PO BOX 729 • Grand Island, NE 68802  
 Phone 308.382.7230 • Fax 308.382.7100

## Bill To:

EDITH ABBOTT LIBRARY  
 211 N. WASHINGTON  
 GRAND ISLAND, NE 68801  
 USA

## Ship to:

Customer ID	Customer PO	Payment Terms	
GIPUBLIB		Net 5 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
MAY	None		10/29/07

Quantity	Item	Description	Unit Price	Amount
67.00		LETTERS FOR 3 SIGNS FOR WALLS IN HERITAGE ROOM "ABBOTT SISTERS RESEARCH CENTER, DAR SPRAGUE COLLECTIONS, LOCAL LIBRARY HISTORY"	4.80	321.60
6.00		HOURS - INSTALL ON SATURDAY	66.00	396.00

Terms: Net amount of this invoice is due on the above date  
 Past due balances will accrue the maximum allowable finance charge.  
 Make checks payable to Mayhew Signs, Inc.

Check/Credit Memo No:

Subtotal	717.60
Sales Tax	
Total Invoice Amount	717.60
Payment/Credit Applied	
<b>TOTAL</b>	<b>\$ 717.60</b>

*Thank You*

www.mayhewsigns.com



# INVOICE

Invoice Number: 14459  
 Invoice Date: Oct 24, 2007  
 Page: 1

PO BOX 729 • Grand Island, NE 68802  
 Phone 308.382.7230 • Fax 308.382.7100

## Bill To:

EDITH ABBOTT LIBRARY  
 211 N. WASHINGTON  
 GRAND ISLAND, NE 68801  
 USA

## Ship to:

Customer ID	Customer PO	Payment Terms	
GIPUBLIB	STEVE FOSSELMAN	Net 5 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
MAY-R	None		10/29/07

Quantity	Item	Description	Unit Price	Amount
43.00		6" LETTERS (2) INFORMATION (1) MEETING ROOMS (1) RESTROOMS	4.80	206.40
51.00		3" LETTERS (1) DEDICATIONS (1) GRAND ISLAND PUBLIC LIBRARY FOUNDATION DONORS	3.50	178.50
8.00		HOURS 2 MEN - MAKE PATTERN, INSTALL LETTERS	48.00	384.00

Terms: Net amount of this invoice is due on the above date  
 Past due balances will accrue the maximum allowable finance charge.  
 Make checks payable to Mayhew Signs, Inc.

Check/Credit Memo No:

Subtotal	768.90
Sales Tax	
Total Invoice Amount	768.90
Payment/Credit Applied	
<b>TOTAL</b>	<b>\$ 768.90</b>

*Thank You*

EXHIBIT B  
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 97

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.	\$577.50	Installation of outdoor furniture.
	\$152,277.56	Design/Build Contract
	\$152,855.06	

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 6th day of November, 2007.

  
\_\_\_\_\_  
Project Manager

INVOICE #: 103169  
INVOICE DATE: 10/31/07  
PERIOD TO: 10/31/07  
APPLICATION #: 24  
CONTRACT DATE: 07/01/05  
DUE DATE: 11/10/07  
PAGE: 2

JOB: 50175

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	32,742.46	78,581.90		111,324.36	85.0	19,645.48	
	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	5703,180.74	95,277.56	0.00	5798,458.30	99.8	32,511.54	0.00

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.....	\$ 5,798,458.30
TOTAL RETAINAGE.....	\$ 0.00
TOTAL EARNED LESS RETAINAGE.....	\$ 5,798,458.30
LESS PREVIOUS CERTIFICATES FOR PAYMENT..	\$ 5,646,180.74

ARCHITECT: DATE:

CURRENT PAYMENT DUE.....\$ 152,277.56

**Thank you for your business!**

**MID PLAINS CONSTRUCTION CO.**

1319 W. North Front St.  
GRAND ISLAND, NE 68801

**(308) 382-2760**

**STATEMENT**

DATE

10/31/07

NUMBER

50175

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

TERMS: net 10 days

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$ \_\_\_\_\_

DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD	
	Installation of outdoor furniture	\$577.50

**MID PLAINS CONSTRUCTION CO.**

*Thank You*

PAY LAST AMOUNT  
IN THIS COLUMN

EXHIBIT B  
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 98

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>
Tilley's Sprinkler System	\$410.00	Dripline

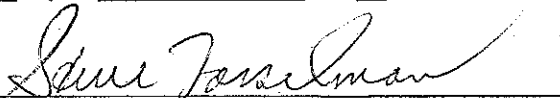
Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

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 6th day of November, 2007.

  
Project Manager

385-5339

TILLEY SPRINKLER SYSTEMS  
3809 WESTGATE ROAD  
GRAND ISLAND, NE 68803  
308/382-1282

JOB#

023622

10/15/07

GRAND ISLAND PUBLIC LIBRARY  
211 N. WASHINGTON  
GRAND ISLAND, NE 68801

SERVICE DATE 10/12/07

Purchase Order:

Terms: NET 10TH OF MON

GAQ-DRIP	250	DRIPLINE .9GPH	0.540	135.00 *
		MISC FITTINGS		65.00 *
		LABOR		210.00
ADD ON TO DRIP ZONE IN FRONT				

Subtotal	410.00
*Sales Tax	0.00
Invoice Total	410.00

VISIT US AT [www.tilleysprinkler.com](http://www.tilleysprinkler.com)

Please Pay====&gt; 410.00



# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item X1

### **Discussion Concerning FOP, IAFF, and IBEW Union Negotiations**

*City Attorney Dale Shotkoski will update the Mayor and Council on the FOP, IAFF, and IBEW Union Negotiations.*

Staff Contact: Dale Shotkoski





# City of Grand Island

Tuesday, November 13, 2007

Council Session

## Item X2

### **Discussion Concerning Real Estate Acquisition - Capital Avenue Condemnation**

*City Attorney Dale Shotkoski will update the Mayor and Council on the Real Estate Acquisition - Capital Avenue Condemnation.*

Staff Contact: Dale Shotkoski