
City of Grand Island



Tuesday, January 22, 2008

Council Session Packet

City Council:

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

Mayor:

Margaret Hornady

City Administrator:

Jeff Pederson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Steve Warriner, Abundant Life Christian Center, 3409 West Faidley Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item C1

Recognition of Ed Maslonka, Planning Technician with the Regional Planning Department for 40 Years of Service with the City

The Mayor and City Council will recognize Edwin Maslonka, Planning Technician for 40 Years of Service with the City of Grand Island. Mr. Maslonka was hired on January 29, 1968 as a Planning Technician and has continued to work in that capacity but has also been time sharing with the Construction and Engineering Department's. We Congratulate Mr. Maslonka for his dedication and service to the City of Grand Island.

Staff Contact: Mayor Margaret Hornady

Forty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

EDWIN MASLONKA

For your Loyalty, Diligence, and Outstanding Performance During Your Tenure With



Charles Fisher

Department Director

Margaret Kennedy

Mayor

22 Feb 2008

Date

17 Dec 2007

Date



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item E1

**Public Hearing on Request from Union Pacific Railroad for a
Conditional Use Permit for Two (2) Skid-Mounted Sheds Located
at 1219 1/2 West North Front Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: January 22, 2008

Subject: Request of Forrester Group on behalf of Union Pacific Railroad for Approval of a Conditional Use Permit to Allow for the Continued Use of a Temporary Building Located at 1219½ W.N. Front Street

Item #'s: E-1 & H-2

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for additional approval of a conditional use permit for a temporary building at 1219½ W.N. Front Street to facilitate equipment for a remediation project. The original request was presented and approved by the City Council in September of 1999 and has received additional approvals every two years since that time.

Discussion

The City code allows for temporary uses if approved by the City Council in the form of a conditional use permit. As the buildings and use have been in operation for the past several years and no apparent negative impact appears to have occurred in the surrounding neighborhood approval is recommended.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the requested conditional use permit for an additional two year period.

Sample Motion

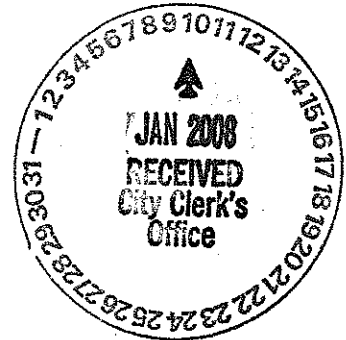
Move to approve the request for a conditional use permit to allow for the continue placement of two temporary buildings for an additional two years.



THE FORRESTER GROUP
INSIGHTFUL ENVIRONMENTAL SOLUTIONS™

January 10, 2008

Ms. RaNae Edwards
City Clerk
City Of Grand Island, NE
100 East First Street
PO Box 1968
Grand Island, NE 68802



RE: CONDITIONAL USE PERMIT APPLICATION
UPRR GRAND ISLAND, NE - SOLVENT SITE, (CLEBURN ST. WELL SITE, OU-5)
EPA DOCKET NO. 8:02-CV-368
PROJECT NO. 25510605 - GRAND ISLAND, NE

Dear Ms. Edwards:

On behalf of Union Pacific Railroad (UPRR), The Forrester Group is submitting an application for renewal of the Conditional Use Permit for the Former Nebraska Solvent site, located at 1219½ North Front Street Grand Island, Nebraska. The original Conditional Use Permit for this site was approved by the City Council on September 13, 1999 and most recently renewed by the City Council on January 24, 2006.

If you should have any questions, feel free to contact me at (913) 469-0686, extension 414.

Sincerely,

The Forrester Group, Inc.


Michael G. Mason
Project Manager

Attachment

cc: Jeff McDermott - UPRR

605 North Boonville Avenue
Springfield, MO 65806
p 417.864.6444
f 417.864.6445

500 Chesterfield Center, Suite 300
Chesterfield, MO 63017
p 636.728.1034
f 636.728.1035

14 Corporate Woods, Suite 650
8717 West 110th Street
Overland Park, KS 66210
p 913.469.0686
f 913.469.0688

428 East Capitol Ave., 3rd Floor
Jefferson City, MO 65101
p 573.636.7000
f 573.634.2379

www.forrestergroup.com



Non-Refundable Fee: \$200.00
Return by: _____
Council Action on: _____

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: ALLOW CONTINUED USE OF TWO (2) 10 FT X 12 FT SKID-MOUNTED SHEDS WITH ELECTRICAL SERVICE FOR OPERATION OF A BLOWER AND COMPRESSOR FOR REMEDIATION
2. The owner(s) of the described property is/are: UNION PACIFIC RAILROAD
(OWNER'S REPRESENTATIVE: THE FORRESTER GROUP)
3. The legal description of the property is: COUNTY: HALL TOWNSHIP: 11 RANGE: 9W
SECTION: 16 1/4 SECTION: SW
4. The address of the property is: 1219 1/2 W. NORTH FRONT STREET
GRAND ISLAND, NE 68801
5. The zoning classification of the property is: M-2
6. Existing improvements on the property is: TWO SHEDS, CRUSHED CONCRETE COVER, CHAIN LINK FENCE
7. The duration of the proposed use is: TWO (2) YEARS
8. Plans for construction of permanent facility is: NOT APPLICABLE
9. The character of the immediate neighborhood is: INDUSTRIAL BUILDINGS ON 3 SIDES WITH MAIN LINE RAILROAD TRACK ON SOUTH SIDE.
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: PERMISSION IS REQUESTED FOR CONTINUED USE OF THE TWO (2) SKID-MOUNTED SHEDS WITH ELECTRICAL SERVICE DURING AN EPA-MANDATED REMEDIATION PROJECT. THE EQUIPMENT MAY BE OPERATED PERIODICALLY OVER THE NEXT TWO (2) YEARS. THE SHEDS AND EQUIPMENT WILL BE REMOVED FOLLOWING EPA APPROVAL OF SITE REMEDIATION.

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

JANUARY 10, 2008
Date

(913) 469-0686 x414
Phone Number

Michael J. Madden THE FORRESTER GROUP
Owners(s) (on behalf of Union Pacific Railroad)
14 CORPORATE WOODS, SUITE 650
8717 W. 110th STREET
Address

OVERLAND PARK KS 66210
City State Zip

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



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item E2

**Public Hearing on Acquisition of Public Utility/Drainage Easement
Located at 731 Allen Drive in Meadowlark West Third and West
Fourth Subdivision (Allen Phase III, LLC)**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: January 22, 2008

Subject: Public Hearing on Acquisition of Public Utility and Drainage Easement in Lot 10 of Meadowlark West Third Subdivision and Lot 15 of Meadowlark West Fourth Subdivision

Item #'s: E-2 & G-13

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A public utility and drainage easement is needed on Lot 10 of Meadowlark West Third Subdivision and Lot 15 of Meadowlark West Fourth Subdivision to accommodate public utilities and drainage. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities and drainage within the easement. The public utility and drainage easement will replace a drainage easement being vacated at tonight's council meeting.

Discussion

The developer will build storm sewer in the new easement to replace the storm sewer that will be removed in the easement being vacated. The new easement and storm sewer will be along the south side of Lot 10 and the east side of Lot 10 & 15. The sixty foot that was originally dedicated for the drainage easement is more width than what is now needed. The new and relocated easement will be twenty five foot (25') wide and will serve as both a drainage and a utility easement.

Alternatives

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

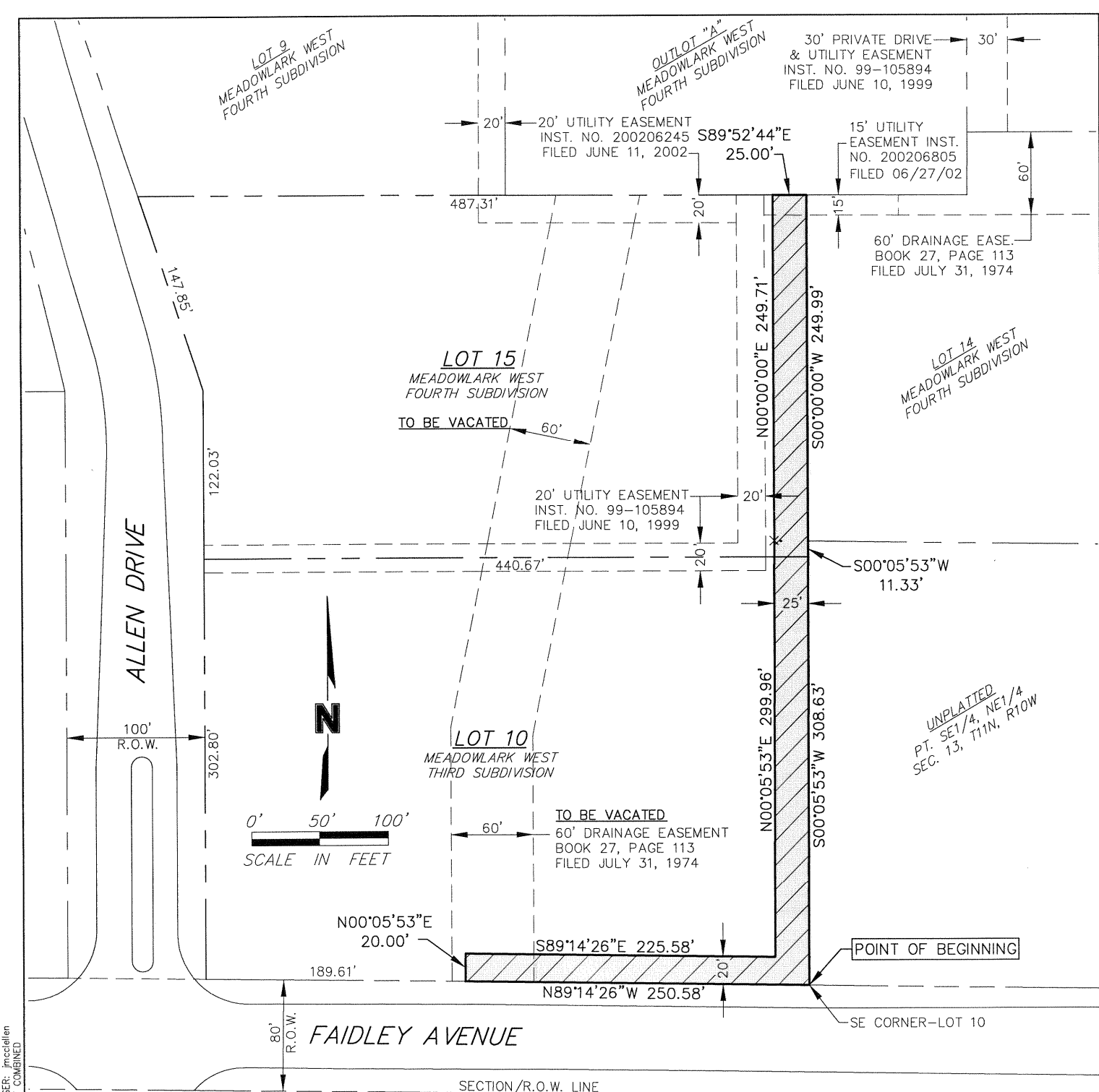
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Easement.

Sample Motion

Move to approve the acquisition of the Easement.



EASEMENT DESCRIPTION

A DRAINAGE AND UTILITY EASEMENT LOCATED IN LOT 10, MEADOWLARK WEST THIRD SUBDIVISION AND IN LOT 15, MEADOWLARK WEST FOURTH SUBDIVISION, ALL IN THE CITY OF GRAND ISLAND, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 10, MEADOWLARK WEST THIRD SUBDIVISION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°14'26"W ON THE SOUTH LINE OF SAID LOT 10, ALSO BEING ON THE NORTH RIGHT OF WAY (R.O.W.) LINE OF FAIDLEY AVENUE A DISTANCE OF 250.58 FEET; THENCE N00°05'53"E A DISTANCE OF 20.00 FEET; THENCE S89°14'26"E AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 225.58 FEET; THENCE N00°05'53"E AND PARALLEL WITH THE EAST LINE OF SAID LOT 10 A DISTANCE OF 299.96 FEET; THENCE N00°00'00"E AND PARALLEL WITH THE EAST LINE OF SAID LOT 15, MEADOWLARK WEST FOURTH SUBDIVISION; THENCE S89°52'44"E ON SAID LINE A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15, MEADOWLARK WEST FOURTH SUBDIVISION; THENCE S00°00'00"W ON THE EAST LINE OF SAID LOT 15 A DISTANCE OF 249.99 FEET; THENCE S00°05'53"W CONTINUING ON THE EAST LINE OF SAID LOT 15 A DISTANCE OF 11.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, MEADOWLARK WEST THIRD SUBDIVISION; THENCE CONTINUING S00°05'53"W ON THE EAST LINE OF SAID LOT 10 A DISTANCE OF 308.63 FEET TO THE POINT OF BEGINNING. SAID DRAINAGE AND UTILITY EASEMENT TRACT CONTAINS A CALCULATED AREA OF 18,757 SQUARE FEET OR 0.431 ACRES MORE OR LESS.

PROJECT NO: 2003-1327

DRAWN BY: JDM

DATE: 12/28/07

DRAINAGE & UTILITY EASEMENT

LOT 10, MEADOWLARK WEST 3RD
LOT 15, MEADOWLARK WEST 4TH
GRAND ISLAND, NE

MOLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT

A



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item F1

**#9157 - Consideration of Vacation of a Drainage Easement
Located at 731 Allen Drive in Meadowlark West Third and West
Fourth Subdivision (Allen Phase III, LLC)**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: January 22, 2008

Subject: Consideration of Vacation of a Drainage Easement in Meadowlark West Third and West Fourth Subdivision

Item #'s: F-1

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

Background

A sixty foot (60') wide drainage easement was filed with Hall County on July 31, 1974. The easement is currently used for storm sewer between 2 detention cells. Subsequently the property was subdivided as Meadowlark West Third Subdivision and Meadowlark West Fourth Subdivision. The easement cuts through the middle of Lot 10 of Meadowlark West Third Subdivision and Lot 15 of Meadowlark West Fourth Subdivision. The easement and storm sewer restrict the potential for the property to develop.

Discussion

The developer of the property is requesting that the existing 60' wide drainage easement be vacated and the storm sewer relocated to a new easement. All work will be performed at the developers cost to allow for development of the property as planned. The new easement and storm sewer will be along the south side of Lot 10 and the east side of lot 10 & 15. The new easement is being considered for dedication at tonight's council meeting. The sixty foot that was originally dedicated for the drainage easement is more than needed. The relocation will be twenty five foot (25') wide and will serve as both a drainage and a utility easement.

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

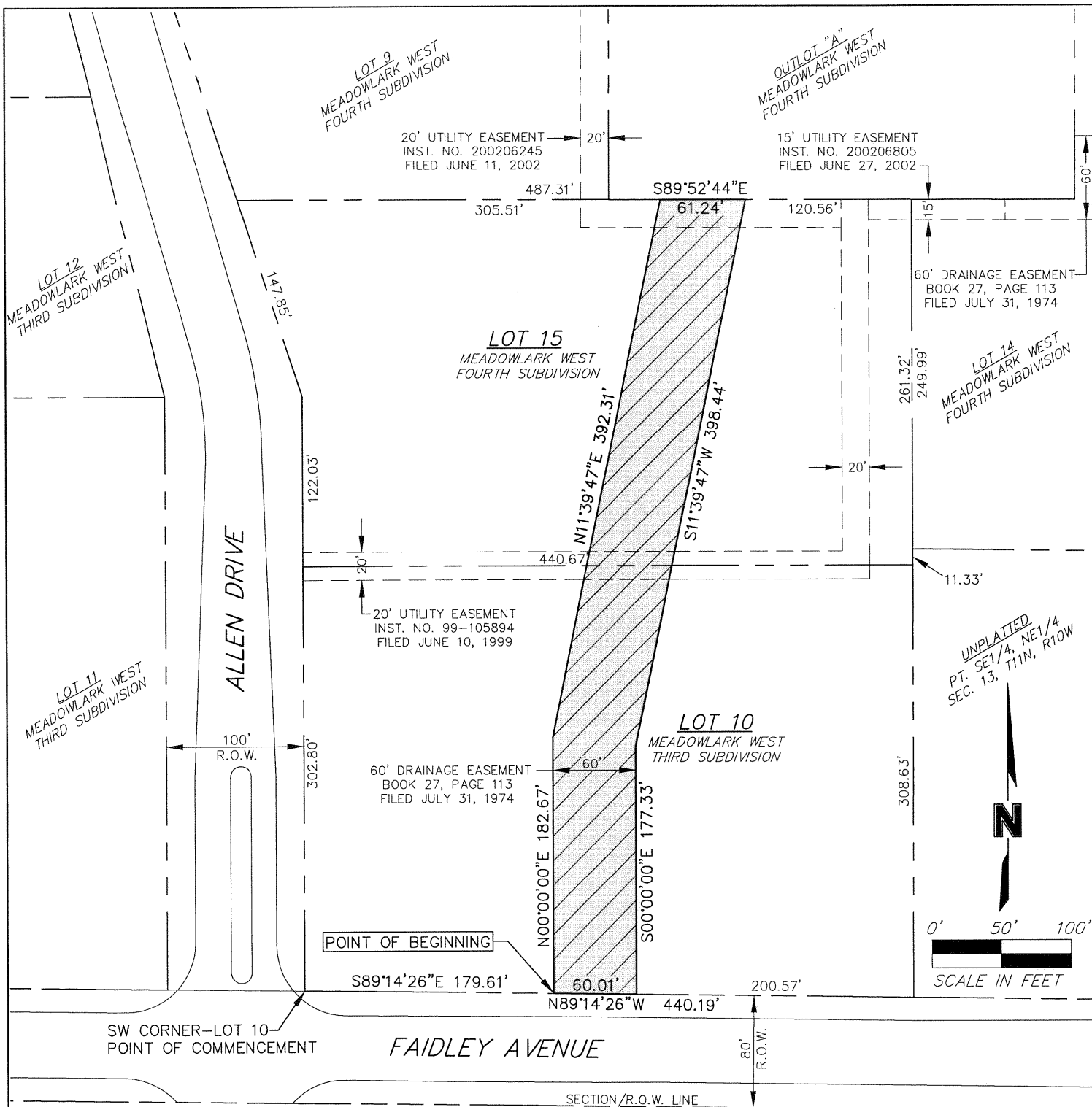
City Administration recommends the passing of an ordinance vacating the drainage easement in Lot 10 of Meadowlark West Third Subdivision and Lot 15 of Meadowlark West Fourth Subdivision.

Sample Motion

Move to approve an ordinance vacating the drainage easement in Lot 10 of Meadowlark West Third Subdivision and Lot 15 of Meadowlark West Fourth Subdivision.

USER: jmcclellen

DWG: F:\Projects\20031327\LDWP\Exhibits\Vacate-Storm-Easement.dwg
DATE: Jan 11, 2008 10:56am XREFS: 4TH & 3RD-PLAT COMBINED



EASEMENT DESCRIPTION

A SIXTY FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN BOOK 27, PAGE 113 AND FILED JULY 31, 1974 IN HALL COUNTY REGISTER OF DEEDS, LOCATED IN LOT 10, MEADOWLARK WEST THIRD SUBDIVISION AND IN LOT 15, MEADOWLARK WEST FOURTH SUBDIVISION, ALL IN THE CITY OF GRAND ISLAND, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, MEADOWLARK WEST THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF S89°14'26"E ON THE SOUTH LINE OF SAID LOT 10, ALSO BEING ON THE NORTH RIGHT OF WAY (R.O.W.) LINE OF FAIDLEY AVENUE A DISTANCE OF 179.61 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E A DISTANCE OF 182.67 FEET; THENCE N11°39'47"E A DISTANCE OF 392.31 FEET TO THE NORTH LINE OF SAID LOT 15, MEADOWLARK WEST FOURTH SUBDIVISION, ALSO BEING THE SOUTH LINE OF OUTLOT "A", MEADOWLARK WEST FOURTH SUBDIVISION; THENCE S89°52'44"E ON SAID LINE A DISTANCE OF 61.24 FEET; THENCE S11°39'47"W A DISTANCE OF 398.44 FEET; THENCE S00°00'00"E A DISTANCE OF 177.33 FEET TO THE SOUTH LINE OF LOT 10, MEADOWLARK WEST THIRD SUBDIVISION, ALSO BEING ON THE NORTH R.O.W. LINE OF FAIDLEY AVENUE; THENCE N89°14'26"W ALONG SAID LINE A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING. SAID DRAINAGE EASEMENT TRACT CONTAINS A CALCULATED AREA OF 34,522 SQUARE FEET OR 0.792 ACRES MORE OR LESS.

PROJECT NO: 2003-1327

VACATE DRAINAGE EASEMENT

DRAWN BY: JDM

LOT 10, MEADOWLARK WEST 3RD
LOT 15, MEADOWLARK WEST 4TH
GRAND ISLAND, NE

DATE: 12/28/07

MOLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT

A

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9157

An ordinance to vacate a portion of an existing drainage right of way and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; to repeal 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. That a portion of an existing drainage right of way of Midaro Drive,
more particularly described as follows:

A sixty foot wide drainage easement as recorded in Book 27, Page 113 and filed July 31, 1974 in Hall County Register of Deeds, located in Lot 10, Meadowlark West Third Subdivision and in Lot 15, Meadowlark West Fourth Subdivision, all in the City of Grand Island, Nebraska and more particularly described as follows:

Commencing at the Southwest Corner of Lot 10, Meadowlark West Third Subdivision, in the City of Grand Island, Nebraska; thence on an assumed bearing of S89°14'26"E on the South Line of said Lot 10, also being on the North Right of Way (R.O.W.) line of Faidley Avenue a distance of 179.61 feet to the point of beginning; thence N00°00'00"E a distance of 182.67 feet; thence N11°39'47"E a distance of 392.31 feet to the North Line of said Lot 15, Meadowlark West Fourth Subdivision, also being the south line of Outlot "A", Meadowlark West Fourth Subdivision; thence S89°52'44"E on said line a distance of 61.24 feet; thence

Approved as to Form	☐ _____
January 17, 2008	☐ City Attorney

ORDINANCE NO. 9157

S11°39'47"W a distance of 398.44 feet; thence S00°00'00"E a distance of 177.33 feet to the South line of Lot 10, Meadowlark West Third Subdivision, also being on the North R.O.W. line of Faidley Avenue; thence N89°14'26"W along said line a distance of 60.01 feet to the point of beginning. said drainage easement tract contains a calculated area of 34,522 square feet or 0.792 acres more or less.

is hereby vacated. Such right-of-way to be vacated is shown and more particularly described on Exhibit A attached hereto.

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

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

Enacted: January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G1

Approving Minutes of January 8, 2008 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 8, 2008

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on January 8, 2008. Notice of the meeting was given in *The Grand Island Independent* on January 2, 2008.

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, Ramsey, 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 Bev Lanzendorf, First Methodist Church, 4190 West Capital Avenue followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady acknowledged Community Youth Council members Ben Robbins, Karen Buettner and Amanda Calhoon.

PRESENTATIONS AND PROCLAMATIONS:

Presentation Electric Transmission Study by Advantage Engineering. Gary Mader, Utilities Director reported that since early 2006, Advantage Engineering, Inc. had been engaged in the analysis of the City's electric system, evaluating methods to meet continued City growth in a coordinated manner over time, with focus on improving overall system reliability as improvements were required. Mr. Mader introduced Steve Spencer representing Advantage Engineering, Inc. to give an update on the study.

Mr. Spencer gave a PowerPoint presentation covering the history of the Electric Transmission Study. The system was studied for the period of 2006-2016 with several recommendations and options for additional substations. The total cost for the recommended upgrades was \$19,405,000.00. Discussion was held concerning the costs. The council complimented the line crew on the maintenance of lines.

PUBLIC HEARINGS:

Public Hearing on Generalized Redevelopment Plan for CRA Area #6. Chad Nabity, Regional Planning Director reported that Area #6 was known as the Five Points area in the north central portion of Grand Island and the neighborhoods around the Broadwell, Eddy, and 2nd Street corridors. The generalized plan sets the parameters for TIF projects in the redevelopment area, but does not specifically approve any TIF projects. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to the Generalized Redevelopment Plans for CRA Areas #1, #4, and #6. Chad Nabity, Regional Planning Director reported that Areas #1, #4, and #6 were in the Downtown area of Grand Island. Approval of these amendments would allow the CRA to help

fund the Rail Road Quiet Zone improvements. Staff recommended approval. No public testimony was heard.

Public Hearing on Request from Tom Ummel, Sr. and Tom Ummel, Jr. for a Conditional Use Permit for a Recycling Center Located at 2403 W. Old Lincoln Highway. Craig Lewis, Building Department Director reported that Tom Ummel, Sr. and Tom Ummel, Jr. requested a Conditional Use Permit to allow for the operation of a recycling center in conjunction with the current operation of Heartland Disposal located at 2403 W. Old Lincoln Highway. Staff recommended approval with conditions as set out in City Code 36-101 and 36-106. Liz Gerberding, 404 West 14th Street spoke in support. No further public testimony was heard.

Public Hearing on Request from Pablo Zuniga Lucero dba Copas D'Oro, 413 West 4th Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Pablo Zuniga Lucero dba Copas D'Oro, 413 West 4th Street for a Class "C" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on December 13, 2007; notice to the general public of date, time, and place of hearing published on December 29, 2007; notice to the applicant of date, time, and place of hearing mailed on December 13, 2007; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

RESOLUTION:

#2008-12 – Consideration of Approving Contract with IBEW Wastewater Treatment Plant Employees. Brenda Sutherland, Human Resources Director reported that a labor agreement between the City of Grand Island and the IBEW, Local 1597 had been negotiated. The contract would be retroactive to October 1, 2007 and run through September 30, 2011. Discussion was held concerning the carry over of vacation hours. Ms. Sutherland reported the hours would be carried over to the new contract.

Motion by Nickerson, second by Zapata to approve Resolution #2008-12. Upon roll call vote, all voted aye. Motion adopted.

ORDINANCES:

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

#9155 – Consideration of Disposal of Old Fire Station No. 1

#9156 – Consideration of Amending Salary Ordinance

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

Jim Rowell, Fire Chief reported Ordinance #9155 if approved would allow the process to continue for the disposal of Old Fire Station No. 1 located at 302 South Pine Street. It was

recommended that a Request for Proposal be issued with the following criteria to be evaluated and scored:

1. Business plan
 - a. Anticipated assessed value at completion
 - b. Fiscal responsibility
 - c. Investment/cost of renovation
2. Schedule of development
3. Aesthetics preservation
4. Benefit to the neighborhood or community
5. Intended use
6. Experience
7. Ability to obtain performance bond
8. Disposition of the training tower
9. Purchase price

Paul Warshauer, 217 N. Locust Street, Suite 202 & 500 expressed interest in the fire station. Discussion was held concerning the outcome of the property once it was sold. Wes Nespor, Attorney for the City commented that the Request for Proposal process would allow council to approve a new owner with the council's intentions in mind. This process would also be subject to a 30 day remonstrance period as provided by law.

Brenda Sutherland, Human Resources Director reported Ordinance #9156 would amend the salary ordinance to include the contract approved by council for the IBEW Wastewater Treatment Plant employees. Also included in this ordinance were the deletion of the Shooting Park Maintenance Worker position, which had not been filled, and the addition of a Shooting Range Operator.

Steve Paustian, Parks & Recreation Director explained the reason for the change. Discussion was held concerning the work to be performed, the hours of operation, and marketing the Heartland Public Shooting Park.

Motion by Gericke to postpone a decision on Ordinance #9156 until the February 12, 2007 Council meeting. Motion died due to lack of a second.

Motion by Nickerson, second by Brown to approve Ordinances #9155 and #9156.

City Clerk: Ordinances #9155 and #9156 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9155 and #9156 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9155 and #9156 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent agenda item G-15 was pulled from the agenda at the request of the Community Development Specialist. Consent agenda item G-7 was removed for further discussion. Motion by Zapata, second by Ramsey to approve the Consent Agenda excluding items G-7 & G-15. Upon roll call vote, all voted aye. Motion adopted.

Receipt of Official Document – Tort Claim Filed by Laura Nelson.

Approving Minutes of December 18, 2007 City Council Regular Meeting.

Approving Appointments of Lisa Heineman and Steven Beck to the Community Development Advisory Board.

Approving Appointments of Terry Loschen and Scott Dugan to the Grand Island Facilities Corporation Board.

Approving Appointment of Jim Williams to the Law Enforcement Co-Location Committee.

#2008-1 – Approving Generalized Redevelopment Plan for CRA Area #6.

#2008-3 – Approving Purchase of (2) 2008 Ford 2-Wheel Drive Half-Ton Pickups for Park and Recreation Department with Anderson Ford of Lincoln, Nebraska in an Amount of \$14,310.00 each.

#2008-4 – Approving Request for Contract Extension for Earthwork for Wells #1, #4, and #8 – Platte River Wellfield with Hooker Brothers Construction of Grand Island, Nebraska.

#2008-5 – Approving Change Order #3 for Water Main District #455 – Park-View Subdivision with Starostka Group Unlimited, Inc. of Grand Island, Nebraska for a decrease of \$1,906.83 and a Revised Contract Amount of \$226,025.95.

#2008-6 – Approving Award of Proposal for Engineering Services Related to Semi-Annual Topographic Surveys at the Landfill with Miller & Associates Consulting Engineers, P.C. of Kearney, Nebraska.

#2008-7 – Approving Certificate of Final Completion for Traffic Signal Project No. 2006-TS-1; US Highway 30 and Public Safety Drive with Ensley Electrical Services, Inc. of Grand Island, Nebraska.

#2008-8 – Approving Certificate of Final Completion for Final Clarifier Launder Covers Project No. 2007-WWTP-1 with MFG Water Treatment Products Company of Union City, Pennsylvania.

#2008-9 – Approving Certificate of Final Completion for Installation of Final Clarifier Launder Covers Project No. 2007-WWTP-2 with A & D Millwright of Alda, Nebraska.

#2008-10 – Approving Subordination Agreement for Doug and Angie Boersen, 3324 N. Homestead Drive. This item was pulled from the agenda at the request of Joni Kuzma, Community Development Specialist.

#2008-2 – Approving Amendment to the Generalized Redevelopment Plans for CRA Areas #1, #4, and #6. Chad Nabity, Regional Planning Director answered questions concerning the timeline for the train horns. Oak, Pine, Elm and Walnut Streets would be done in the first year with Broadwell Avenue, Lincoln Street and Custer Street to follow in the second year.

Motion by Gilbert, second by Haase to approve Resolution #2008-2. Upon roll call vote, all voted aye. Motion adopted.

REQUEST AND REFERRALS:

Consideration of Request from Tom Ummel, Sr. and Tom Ummel, Jr. for a Conditional Use Permit for a Recycling Center Located at 2403 W. Old Lincoln Highway. This item related to the aforementioned Public Hearing.

Motion by Meyer, second by Haase to approve the request for a Conditional Use Permit. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2008-11 – Consideration of Request from Pablo Zuniga Lucero dba Copas D'Oro, 413 West 4th Street for a Class "C" Liquor License . This item related to the aforementioned Public Hearing.

Motion by Nickerson, second by Ramsey to approve Resolution #2008-11 contingent upon final inspections and Mr. Lucero completing a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2008-13 – Consideration of Approving Amendment to the Humane Society Contract of November 4, 2003. Dale Shotkoski, City Attorney reported that Council approved Resolution #2003-332 on November 4, 2003 whereby the City entered into an agreement with the Central Nebraska Humane Society (CNHS) to provide animal code enforcement services. The Humane Society requested an increase in funding from the City from \$167,500 to \$248,000 for the final year of the Agreement which would expire in September 2008. The addendum would increase the current monthly payment of \$13,958.33 to \$22,770.83 for the period of October 2007 through September 2008.

The following people spoke in support of the amendment to the Humane Society Contract:

Laurie Dethloff, Humane Society Executive Director
Gail Yenny, 1716 Rainbow Road
Galen Stehlik, 3004 Brentwood Place
Sharla Miller, 1523 Stagecoach Road
Jane Kuehn, 1915 West 1st Street

Discussion was held concerning the cost of services to the City and the budget for CNHS. It was mentioned that the Central Nebraska Humane Society does not trap feral cats. A few years back there was a \$2,500 grant that allowed the CNHS to perform those services. CNCS would provide those services again for a fee. It was mentioned that the City would be bidding these services out

and that it would not be treated as an outside agency. City Administrator Jeff Pederson stated the City was not in a position at this time to perform those services.

Motion by Gericke, second by Brown to approve Resolution #2008-13. Upon roll call vote, Councilmember's Brown, Zapata, Nickerson, Gericke, Carney, Gilbert, Ramsey, Niemann and Meyer voted aye. Councilmember Haase voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Brown, second by Haase to approve the Claims for the period of December 19, 2007 through January 8, 2008, for a total amount of \$3,218,527.60. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 8:55 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G2

**#2008-14 - Approving Final Plat and Subdivision Agreement for
Springdale Second Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: January 22, 2008

Subject: Springdale Second Subdivision – Final Plat

Item #'s: G-2

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

Background

This final plat proposes to create 12 lots, and 1 Outlot, on a tract of land comprising all of Outlot "A", Springdale Subdivision, and part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska. This land consists of approximately 6.434 acres. This property is located south of Lillie Drive, and west of North Road.

Discussion

The final plat for Springdale Second Subdivision was considered by the Regional Planning Commission at the January 9, 2008 meeting. Karen Bredthauer left the room, excusing herself from the discussion and voting process, citing a conflict of interest. A motion was made by Amick, and seconded by Heineman to approve the plat as presented. A roll call vote was taken and the motion carried with 9 members present voting in favor (Amick, O'Neill, Ruge, Reynolds, Monter, Haskins, Eriksen, Heineman, Snodgrass).

Alternatives

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

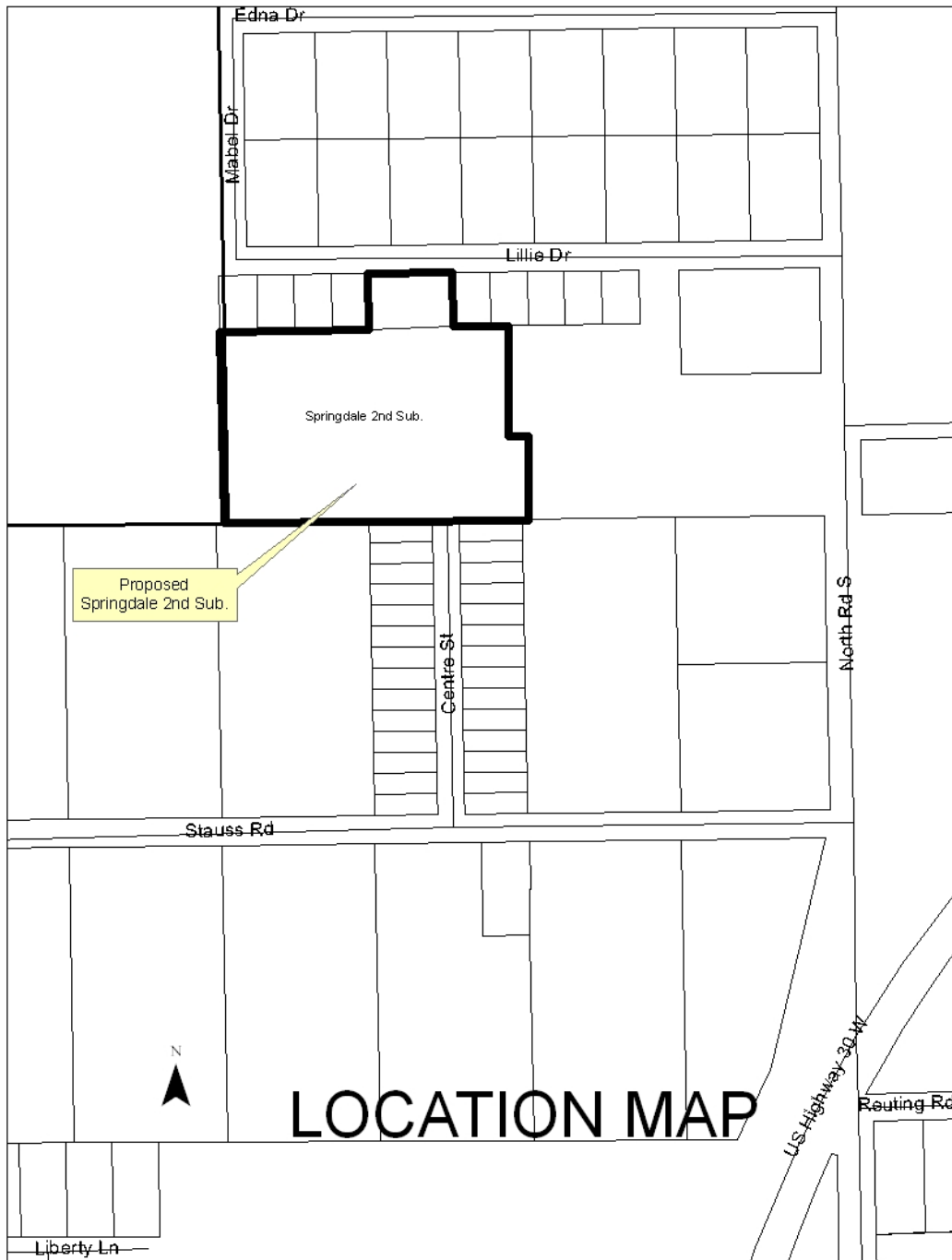
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

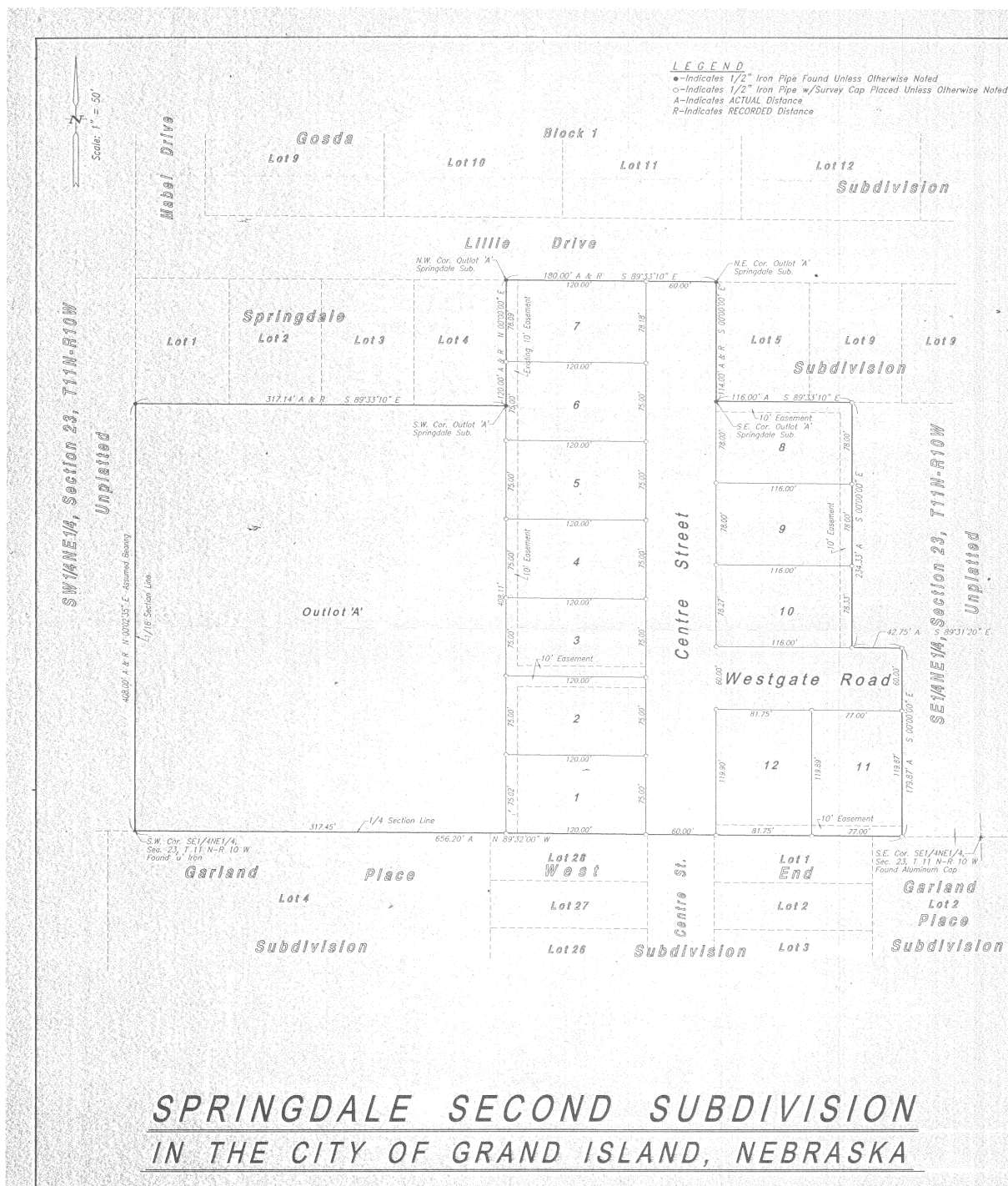
Recommendation

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

Sample Motion

Move to approve as recommended.





Springdale Second Subdivision Final Plat Summary

Developer/Owner

Karen J. Bredthauer

940 S. North Road.

Grand Island, NE 68803

12 Lots and 1 Outlot south of Lillie Drive and west North Road.

Size: 6.434 Acres

Zoning R1-Suburban Density Residential Zone

Road Access: Public City Streets, new streets will be 37' concrete curb and gutter

Water Public: City Water **is** available and **will** be extended to all lots.

Sewer Public: City Sewer **is** available and **will** be extended to all lots.



RESOLUTION 2008-14

WHEREAS, Karen Bredthauer, a single person, as owner, has caused to be laid out into lots, a tract of land comprising all of Outlot "A", Springdale Subdivision, and a part of the Southeast Quarter of the Northeast Quarter (SE¼ NE¼) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10 West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, under the name of SPRINGDALE SECOND SUBDIVISION, and has 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 SPRINGDALE 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, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 17, 2008	☐ City Attorney



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G3

#2008-15 - Approving Purchase of (6) Six Mobile Data Systems and Mobile Digital Video Systems and (1) One Backup Monitor from Data911

Staff Contact: Steve Lamken

Council Agenda Memo

From: Captain Robert Falldorf, Police Department

Meeting: January 22, 2008

Subject: Approving Purchase of Six (6) Data911 Mobile Data Systems and Mobile Digital Video Systems and one (1) Backup Monitor for Systems

Item #'s: G-3

Presenter(s): Steve Lamken, Chief of Police

Background

On February 27, 2007 Data 911 Systems of Chesterfield, Missouri was designated by City Council Resolution 2007-45 as the sole source provider for the future purchase of mobile data systems and mobile digital video systems. The police department has received a quote from Data911 for the purchase of six (6) additional mobile data and digital video systems and one (1) additional back up monitor. The quote is for the amount of \$65,286.66. This amount will be split between two different accounts, one being a capital outlay account in the general police budget (\$44,305.38) and the other being a mini-grant account (\$20,981.28) which will be reimbursed after the purchase through the Nebraska Office of Highway Safety.

Discussion

The police department is requesting council approval to purchase six (6) Data911 mobile data and mobile digital video systems and one (1) additional back up monitor for the systems.

Alternatives

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

1. Approve the purchase of the six (6) systems and one (1) monitor from Data911.
2. Send to committee for further discussion.

3. Table for more discussion.
4. Take no action.

Recommendation

City Administration recommends that the Council approve the purchase of six (6) Mobile Data Systems and Mobile Digital Video Systems and one (1) back up monitor from Data911.

Sample Motion

Move to approve the purchase of six (6) Mobile Data Systems and Mobile Digital Video Systems and one (1) back up monitor from Data911 in the amount of \$65,286.66.

A Quotation Prepared For:

Grand Island Police

Captain Falldorf
111 Public Safety Drive
Grand Island, NE 68801
308-385-5400

rfalldorf@gipolice.org



2021 Challenger Dr. Alameda, CA 94501

Bill Voss
Regional Sales Manager
Cell: 636 399 7865
Fax: 636 532 4916
E-mail: bill.voss@data911.com

Lisa Genovese
Inside Sales Representative
Office: 636-532-4911 x109
Cell: 636 484 3681
Fax: 636 532 4916
E-mail: lisa.genovese@data911.com

Quote Date: December 27, 2007

Qty	Part #	Description	Unit Price	Extended
M6 Mobile Data System				
6	SV12DM6	Data911 M6 Mobile Data System 12.1" Color Touchscreen display, 800x600 resolution Internal stereo audio speakers Intel Celeron M 1.5 GHz processor, 1 GB RAM, 40 GB Hard Drive 3 Serial Ports (DB9), 4 USB Ports, 1 FireWire (IEEE 1394) Ports 1 Type I/II Card Bus slot 1 ExpressCard slot 1 Internal PCI Express Mini Card slot Digital Audio (SoundBlaster Compatible) Analog Video Out (DB15) Ethernet 10/100/1000 BaseT (RJ45) Windows XP Professional, Operating System Keyboard, back-lit, liquid resistant, w/ touch pad (USB) Integrated Automotive Power Supply Power Control Module (includes on demand hard drive heater) 4 General Purpose I/O Ports Component Thermal Management Cable Kit Warranty: Thirty-nine months from date of shipment	\$4,975.85	\$29,855.10
Processor Upgrade:				
6	BA-01-6002-U	Intel Pentium M 2.0 GHz	\$331.17	\$1,987.02
	BA-01-6012-U	Intel Core 2 Duo 2.2 Ghz	\$372.67	Option
Memory Upgrade:				
	BA-01-6009-U	1 GB to 2 GB RAM	\$206.67	Option
Display Upgrade:				
6	D9-02-2010-U	12.1" Color Touchscreen Display, XGA	\$206.67	\$1,240.02
Hard Drive Upgrades:				
6	HD-01-0027-U	60.0 GB Hard Drive (SATA)	\$107.07	\$642.42
Other Options:				
6	D9-05-6001-U	Extended Cable Kit	\$140.27	\$841.62
Pricing for Additional Items available upon request.				
Spare Components				
1	D9-02-2009	Display, 12.1" Color Touchscreen, 800x600 resolution	\$1,950.75	\$1,950.75
1	D9-02-2010-U	12.1" Color Touchscreen Display, XGA	\$206.67	\$206.67
Mobile Digital Video				
6	D9-12-1000	Data911 MDV package	\$2,904.17	\$17,425.02
6	D9-12-0003-U	Data911 MDV Camera/Client Upgrade	\$414.17	\$2,485.02
6	D9-12-CMS	Central Management Software (license per user)	\$829.17	\$4,975.02
6	FR-210	FR-210 Cardbus 4.9 GHz w/ software	\$295.00	\$1,770.00
6	N/A	4.9 GHz 6 dBi Omni Mobile Antenna w/ 3' cable	\$220.00	\$1,320.00
	D9-12-DVBSC	Digital Video Rear Seat Camera package (rear seat camera and cable kit)	\$299.00	Option
Subtotal				\$64,698.66
Shipping/handling				\$588.00
Tax				
Total				\$65,286.66

Terms:

- Prices quoted are valid for thirty (30) days.
 - FOB Shipping Point. Shipping costs, including insurance, will be prepaid and billed, unless otherwise specified.
 - 50% Down, 50% NET 30 with 1.5% finance fee for past due payments.
- Details:**
- Estimated delivery begins forty-five (45) days or less from receipt of Purchase Order.
 - Third-Party hardware and software components are subject to manufacturers' written warranties.
 - All orders are subject to Data911 standard cancellation/return policy that may be subject to a 20% restocking fee.

Purchase Order Submittal:

- Please generate all purchase orders to:
Data911
1819 Clarkson Rd. Suite 306
Chesterfield, MO 63017
- Fax all purchase orders to (636) 532-4916

RESOLUTION 2008-15

WHEREAS, on February 27, 2007, by Resolution No. 2007-45, Data911 Mobile Computer Systems was designated as the sole source provider for the future purchase of mobile data systems and mobile digital video systems; and

WHEREAS, a quote was received from Data911 Mobile Computer Systems, of Chesterfield, Missouri, in the amount of \$65,286.66 for the purchase of six (6) mobile data systems and mobile digital video systems and one back up monitor.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quote in the amount of \$65,286.66 for the purchase of six (6) mobile data systems and mobile digital video systems and one back up monitor from for the Grand Island Police Department from Data911 Mobile Computer Systems, of Chesterfield, Missouri, as sole source provider, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G4

#2008-16 - Approving Amendment #2 to NPPD/GI Transformer Replacement Agreement

Staff Contact: Gary R. Mader;Dale Shotkoski

Council Agenda Memo

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

Meeting: January 22, 2008

Subject: Amendment No. 2 to NPPD/GI Transformer Replacement Agreement

Item #'s: G-4

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

Background

In 1999, the City entered into the 230/115 kV Transformer Replacement Agreement with Nebraska Public Power District (NPPD). Under this agreement, Grand Island advanced funds to NPPD to be used to replace two, older substation 230/115 kV power transformers in the NPPD/WAPA (Western Area Power Administration) substation east of the City. This replacement was completed to increase the import/export capacity from the City's electric system to the regional grid in accordance with the 1988 Joint Transmission Study. The old transformers were undersized to provide industry standard service for a growing City electric demand.

In exchange for financing the transformer replacement, Grand Island received a transmission service credit account to be used by Grand Island for transmission service received from NPPD. That transmission service account was in the full amount of the cost of the transformers replacement, and is interest bearing. Grand Island continues to be repaid in the form of transmission service from NPPD. The agreement will expire on December 31, 2014, or when the funds are fully depleted. Grand Island continues to receive interest on the balance of the account.

There has been one previous amendment to this agreement; Amendment No. 1 was approved by Council in January, 2000 to change the interest rate on the account from the lowest prime rate to the interest rate of U.S. Treasuries.

Discussion

The agreement expiration date was established based upon projected need to receive electric power from the Whelan Energy Center Unit #2 (WEC2) power plant participation. That plant is south of Grand Island about 30 miles, requiring use of the regional electric transmission grid to move power from the plant to the City. WEC2 was originally planned for construction with an in service date of summer, 2007. Grand Island has a 15 MW participation level in this unit. The projected expense of transmission service on NPPD's system to receive the 15 MW from WEC2 would have fully depleted the transformer replacement account prior to the December 31, 2014 contract expiration. However, this project was delayed four years, with a new in service date of summer, 2011. Current projections of the account balance depletion, taking this delay into consideration, result in a remaining balance of approximately \$1,000,000 at the agreement's current expiration date. Discussions were held with NPPD in an effort to resolve this issue. Amendment No. 2 is the result of those discussions. The amendment provides for an extension of the expiration date from December 31, 2014 to December 31, 2020, and the amendment ceases interest payments on the account as of December 31, 2009. With the WEC2 power plant currently under construction, and the subsequent participation in a second power plant project, OPPD's Nebraska City Unit #2, revised projections of account balance depletion show the account funds to be used prior to the revised expiration date.

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 Amendment No. 2 to the NPPD/GI Transformer Replacement Agreement.

Sample Motion

Move to approve Amendment No. 2 to the 230/115 kV Transformer Agreement with NPPD.

**AMENDMENT NO. 2
to the
230/115 TRANSFORMER REPLACEMENT AGREEMENT
between
NEBRASKA PUBLIC POWER DISTRICT
and
GRAND ISLAND UTILITIES
CITY OF GRAND ISLAND, NEBRASKA**

AMENDMENT NO. 2
to the
230/115 TRANSFORMER REPLACEMENT AGREEMENT
between
NEBRASKA PUBLIC POWER DISTRICT
and
GRAND ISLAND UTILITIES,
CITY OF GRAND ISLAND, NEBRASKA

This Amendment No. 2 to the 230/115 Transformer Replacement Agreement (Agreement) is made and entered into effective this ____ day of January, 2008, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter called "NPPD", and the City of Grand Island, Nebraska, a municipal corporation and political subdivision of the State of Nebraska, doing business as Grand Island Utilities, hereinafter called "GRIS". NPPD and GRIS respectively hereinafter referred to at times individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, NPPD and GRIS have entered into a 230/115 Transformer Replacement Agreement dated January 1, 2000, and as amended by Amendment No. 1 dated February 1, 2000 (the Agreement), which provides the terms for replacement of two transformers in NPPD's 230/115 kV Grand Island substation, and

WHEREAS, the Agreement provides for the payment of interest on funds advanced by GRIS to NPPD for the replacement of said transformers; and NPPD and GRIS would like to revise the period of time for which interest is applied to the advance of funds, and

WHEREAS, the Agreement provides a compensation term that defines the amount of time allowed where monthly GRIS transmission service costs under NPPD's transmission system rate is credited against the advance of funds; and GRIS and NPPD would like to revise the compensation term time period, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Article 2 – Compensation, Section 2.2 – Compensation Term, Paragraph 2 and Paragraph 3, shall be deleted in their entirety and the following Paragraphs inserted in their place:

The Compensation Term of this Agreement shall begin on the effective date of this Agreement and end at the close of business on December 31, 2020, or when the Advance of Funds Account reaches a balance of zero, whichever occurs first.

GRIS and NPPD agree that any balances remaining in the Advance of Funds Account at the close of business on December 31, 2020, shall be waived and the balance of the account shall be set to zero; and NPPD

shall have no further obligation to reimburse or compensate GRIS for the GRIS Advance of Funds Account.

Article 2 – Compensation, Section 2.3 – Interest Applied, Paragraph 1, shall be deleted in its entirety and the following Paragraph inserted in its place:

Interest shall begin to be applied to the balance of the Advance of Funds Account following receipt of the funds identified in 1.4 above. Interest shall be applied in accordance with this Section 2.3 and shall be applied monthly through the close of business on December 31, 2009; and after December 31, 2009 NPPD shall have no further obligation to apply interest to the Advance of Funds Account.

The Agreement shall continue in full force and effect except as amended herein.

IN WITNESS WHEREOF, the Parties hereto have caused Amendment No. 2 to the Agreement to be executed in duplicate by their duly authorized officers or representatives as of the dates indicated below.

NEBRASKA PUBLIC POWER DISTRICT

By _____

Printed Name: _____

Title _____

Date _____

GRAND ISLAND UTILITIES,
CITY OF GRAND ISLAND, NEBRASKA

By _____

Printed Name: _____

Title _____

Date _____

RESOLUTION 2008-16

WHEREAS, on November 22, 1999, by Resolution 99-372, the City of Grand Island approved a 230/115 KV Transformer Replacement Agreement by and between the City of Grand Island and Nebraska Public Power District (NPPD) to ensure compliance with MAPP regulations and to have adequate resources to provide sound electrical service to the City; and

WHEREAS, on January 24, 2000, by Resolution No. 27, Amendment No. 1 to the Transformer Replacement Agreement reflecting a change in interest rate computation was approved; and

WHEREAS, the cost of the transformer replacement project cost was paid by Grand Island, with such amount of payment being credited for use by Grand Island for transmission service from NPPD, to receive electric power and energy from a power plant being built at Hastings Nebraska.

WHEREAS That power plant construction project was delayed requiring an extension of the expiration date of the Transformer Replacement Agreement from December 31, 2014 to December 31, 2020; and

WHEREAS, Amendment No. 2 to the Transformer Replacement Agreement which reflects an extension of the contract expiration date to December 31, 2020, has been reviewed and approved by the City Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2 to the Transformer Replacement Agreement by and between the City and Nebraska Public Power District is hereby approved; and the Mayor is hereby authorized and directed to execute such amendment on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form January 17, 2008	_____ City Attorney
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City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G5

**#2008-17 - Approving Bid Award - Mercury Control System -
Platte Generating Station**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

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

Meeting: January 22, 2008

Subject: Bid Award - PGS Mercury Control System

Item #'s: G-5

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

Background

The federally issued Clean Air Mercury Rule (CAMR) caps mercury emissions of all of the nation's power plants by mandating states to implement plans to meet a specified national budget limit of emissions. The City is required by this rule to reduce the annual mercury emissions from the Platte Generating Station in 2010 and make further reductions in 2018, by either installing mercury emission control equipment or purchasing mercury emission allowances. In September 2006, the City authorized Black & Veatch to perform consulting services for this mercury rule. These services include engineering and economic evaluations, detailed system design, equipment and contractor selection, and environmental permitting. As a result of the evaluations, Black & Veatch recommended the addition of mercury control equipment to Platte. The recommended system will inject a carbon powder into the boiler exhaust gas, which combines with mercury in the gas stream. The carbon, holding the mercury, is then collected in a large fabric filter, or baghouse. The collected carbon can then be conveyed and mixed with other boiler ash products and disposed of in a conventional manner.

Black & Veatch prepared bid specifications for the mercury removal system equipment. In addition to the carbon injection system and fabric filter, these specifications included the additional ductwork for tying the system into the existing plant exhaust gas system and a 2000-horsepower booster fan to overcome the additional flow resistance of the added equipment. Additional future contracts will be required for the ash removal system, electrical switchgear, and the installation of the equipment. The cost of the total mercury removal project is currently estimated at \$35,000,000. The Electric Department '07 – '08 Budget includes \$8,000,000 for this project.

Discussion

The specifications for the Mercury Control System were advertised and issued for bid in accordance with the City Purchasing Code. Responses were received from the following bidders. The engineer's estimate for this phase of the project was \$9,700,000.00.

<u>Bidder</u>	<u>Bid Price</u>
SPE-Amerex, Batavia, IL	\$6,135,379.00
Hamon Research-Cottrell, Inc., Somerville, NY	\$7,734,200.00
Clyde Bergemann US, Inc., Hanover, MD	\$7,594,115.00

The bid from SPE-Amerex does not include sales tax, but is otherwise compliant with specifications and less than the engineer's estimate. The addition of sales tax to the SPE-Amerex puts the total contract bid amount at \$6,262,839.00.

The consulting engineer for this project, Black & Veatch, conducted a detailed evaluation of the bids for compliance with the technical and performance specifications, for compliance with the specified contract terms and conditions, and for life of equipment operating and maintenance expense. The engineer's evaluation report is attached.

The complete contract is a 460 page document; available in the offices of the Utilities Department, Legal Department and City Clerk. Black & Veatch recommends that the bid from SPE-Amerex be accepted as the lowest compliant bid. The Utilities Department concurs in that recommendation

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the contract for PGS Mercury Control System to SPE-Amerex from Batavia, IL, as the low responsive bidder, in a contract amount of \$6,262,839.00; which includes sales tax.

Sample Motion

Move to approve award of the PGS Mercury Control System contract to SPE-Amerex in the amount of \$6,262,839.00.



City of Grand Island
CGI Hg Control Engineering Services

B&V Project 145805
B&V File 62.0201
January 10, 2008

Grand Island Utilities Department
1035 West Wildwood Dr
Grand Island, NE 68802-1968

Subject: Mercury Control System Equipment
Bid Evaluation

Attention: Tim Luchsinger
Assistant Utility Director

Dear Tim:

Black & Veatch (BV) has evaluated the Mercury Control System Equipment Bids, Submitted per Specification 145805.62.0201. A summary of our evaluation is attached. It is Black & Veatch's opinion that the Bid from SPE Amerex (SPE) is the best and lowest bid. The evaluation price for the equipment and services proposed by SPE is \$6,262,839 which is lower than the Engineer's estimate of \$9,700,000.

Introduction. Specification 145805.62.0201, for engineering and furnishing Mercury Control System Equipment at Platte Generating Station, was issued to the following bidders on October 10, 2007.

- Babcock & Wilcox
- Clyde Bergeman
- Foster Wheeler
- Hamon Research Cottrell
- SPE Amerex
- Allied Environmental Solutions
- Ducon Technologies
- Alstom
- Siemens Wheelabrator

Clyde Bergeman (CB), Hamon Research Cottrell (HRC), and SPE indicated their intention to bid and successfully pre-qualified to submit a proposal. B&W, Foster Wheeler, Allied Environmental Solutions, Ducon Technologies, and Siemens Wheelabrator declined to bid due to their existing workload. A pre-bid meeting was held at Platte Generating Station on October 26, 2007. Bids were received from each of the qualified bidders on December 6, 2007.

Technical. Black & Veatch evaluated the bids on a cost basis. Each bid contained technical clarifications and exceptions. This is typical for a procurement of this complexity due to the differences in the bidders' designs and approaches. Each vendor's exceptions and clarifications were reviewed and found to be reasonable and acceptable.

As shown in Table 7 of the attached evaluation, the scope of supply from the three bidders largely agrees with each other, and with the specification. Therefore, it is Black & Veatch's opinion that all of the bids have a common scope basis.

City of Grand Island
CGI Hg Control Engineering Services

B&V Project 145805
January 10, 2008

A summary of significant technical factors follows.

1. Bag Life

All of the bidders met the minimum bag life requirement of 24,000 operating hours (essentially three years). CB offered an extended bag life option that they claimed would result in significant O&M cost savings for the City of Grand Island over the life cycle of the fabric filter.

This option consists of using 12 modules instead of 10, along with slightly shorter bags, for an additional cost of \$535K. Theoretically, the increased volume of the 12 modules will result in a lower pressure drop across the FF and less abrasion of the bags. The resultant savings in bag/cage replacement were estimated at \$700K to \$1M over the life of the FF. Resultant savings in aux power consumption were estimated at \$280K over the life of the FF.

CB assumes that this option will result in a significantly lower pressure through their baghouse than the other bidders. Since the lower pressure will result in a lower flue gas velocity, the bag material abrasion will be reduced, allowing CB to offer a 54 month guarantee vs. the three-year guarantee.

In analyzing this claim, it is noted that the difference in pressure drop between CB and SPE is 0.7 inwg vs. the 1.2 inwg assumed (nearly half the value). Re-calculating based on the 0.7 inwg differential results in saving of approximately \$500K which is actually less than the cost of the 12 module option (\$535K).

Also, bag abrasion is generally expected to be light because the FF will be installed downstream of the existing ESP resulting in a low inlet particle loading. The bag life for all three bidders should therefore be significantly longer than for a typical fabric filter.

Finally, SPE has agreed to extend its bag life to four years at no additional cost, nearly matching CB's bag life guarantee of 54 months.

Therefore, it is BV's opinion that bag life considerations do not result in an advantage for CB.

2. ID Booster Fan Sizing

The specification does not impose a pre-determined power rating for the ID booster fan, but requires the bidders to guarantee their system performance as a whole based on their design. SPE and CB both bid 2000 HP fans, and HRC bid an 1800 HP fan.

Only SPE submitted enough data to confirm the fan sizing. They sized the fan using a different approach than BV had used in preliminary sizing resulting in a smaller fan than BV had projected; however, their method is a standard approach within the industry and their calculated fan size is appropriate based on their performance guarantees. Therefore, their selection is acceptable and meets specification requirements.

3. Powdered Activated Carbon (PAC) Consumption

The specification requires bidders to guarantee the consumption rate of their halogenated PAC that would be injected into the system. All three bidders met the specification at 3 lb/MACFM. Consequently, PAC consumption rates were not an evaluation factor.

4. Hg Removal Rate

The specification requires the bidders to remove a minimum of 90% of the mercury from the incoming flue gas. All three bidders had equivalent reduction rates that met the specs.

SPE has noted in their proposal that they require a simultaneous comparison of the inlet to outlet Hg levels to prove they have met the 90% Hg removal rate. The City of Grand Island will be responsible for the costs of the testing. SPE has indicated they will be cooperative in mutually selecting the testing method used as the costs for various methods varies greatly.

5. Auxiliary Power Consumption

Each of the bidders indicated a power consumption of approximately 1500 kW. As a result, power consumption is not a differentiating factor in the bid evaluation.

6. Compressed Air Requirements

The specification requires the bidders to provide two sets of air compressors and dryers or blowers for bag cleaning and for supplied equipment requirements. SPE and CB both submitted compressors and dryers, and HRC provided blowers for their proprietary low pressure, high volume cleaning system.

The air compressors furnished under this specification were intended to be used for the ash handling system (separate specification) and other instrument air needs in the area. Since HRC has proposed low pressure blowers in lieu of air compressors, compressed air would have to be provided by CGI for these needs.

7. Incoming SO₃ Limitation

Each bidder's guarantee is based on a maximum SO₃ concentration in the flue gas entering the fabric filter (due to the interference of SO₃ in mercury capture). The actual concentration at Platte Station is being measured and will be compared to the bidder's requirements. SPE Amerex quoted 3 ppm SO₃ maximum, and HRC and CB quoted 5 ppm maximum. Once testing results are completed by CGI, the successful bidder will need to confirm their Hg removal rate and/or PAC consumption guarantees.

8. Fabric Filter Effective Size Criteria

The specification requires that the fabric filter effective size, referred to as Air to Cloth ratio, be a maximum of 4.5 fpm with all compartments on line (gross) and a maximum of 6.0 fpm with one compartment off line (net). All three bidders met the specified requirement.

9. Bag Cleaning Design Considerations

SPE and CB used a traditional bag cleaning design which sends high pressure/low flow pulses to rows of bags, and uses multiple pulse valves and piping to convey and trigger the air releases. The HRC design conversely uses low pressure/high flow pulses with a slowly rotating wheel that directs cleaning air from a central accumulator tank into a rotating manifold.

City of Grand Island
CGI Hg Control Engineering Services

B&V Project 145805
January 10, 2008

The HRC design uses four large heavy duty pulse valves for this fabric filter. The other two bidders will have as many as 168 valves. HRC states that the greatly reduced number of valves will result in significantly less maintenance. BV generally agrees with this statement, but it is not able to quantify the savings.

Both designs compete in the marketplace and are generally deemed acceptable with reasonable maintenance needs.

10. Construction Evaluation Costs

SPE and CB bid fabric filters that are modular in design (pre-built at facility), while HRC bid a standard component design (stick built on-site). The advantages of pre-built modular units are a lower labor rate than field-construction, higher fabrication quality and a shorter outage schedule. The City of Grand Island will experience significant construction savings with a modular design over a component design. The extent of the savings depends on the extent of pre-building at the factory. It is noted that SPE's module will require less field installation effort than CB's module.

SPE's bid also provides and installs insulation and lagging materials for the ductwork which is a significant cost. There will be only a minimal number of joints that will need to have insulation applied in the field. Neither CB nor HRC included insulation or lagging. BV captured the cost differential for this work in the construction differential cost (See Table 3).

SPE also provides framing and panels for the top weather enclosures and bottom hopper, whereas the other two bidders included only framing.

BV performed an evaluation of the field erection costs for each of the three bidders. A differential field erection cost was applied in the construction evaluation factors (See Table 3).

Conclusion. Black & Veatch recommends that the City of Grand Island award the PGS Mercury Control Equipment project to SPE America for \$6,262,839, which includes sales tax, as the lowest and best bid for the City of Grand Island.

Very truly yours,

BLACK & VEATCH

Curt Brown
Project Manager

ER/jo
Attachment[s]

cc: Emily Wise
Lynn Mayhew
Roosevelt Huggins
Erv Reed

Project
Specification Name
Specification Number
Date
Revision No.
Budget =

CGI PGS Hg Removal
Mercury Control System
62.0201
9-Jan-08
0
\$9,700,000

Prepared By

Ervin Reed
Technical
Emily Ray
Commercial

Bid Analysis

Planned Award Date

22-Jan-08

Note: Items in Blue will be Updated Automatically from Other Tables

INTRODUCTION/SCOPE OF WORK- To provide the Mercury Control System for the Platte Generating Station for the City of Grand Island.

TABLE 1: BID ANALYSIS SUMMARY

	SPE	CBEEC	HRC		Comments
a. BASE BID PRICE (From Table 2)	\$6,135,379	\$7,594,115	\$7,734,200		
COST ADJUSTMENTS					
b. Technical Cost Adjustment (From Table 3)	\$0	\$0	\$0		
c. Commercial Cost Adjustment (From Table 4)	\$127,460	\$75,863	\$131,200		
EXPECTED/FINAL CONTRACT PRICE (a+b+c)	\$6,262,839	\$7,669,978	\$7,865,400		
Expected/Final Contract Price vs. Budget (Positive Number Indicates Over Budget)	(\$3,437,161)	(\$2,030,022)	(\$1,834,600)		
Percentage Expected/Final Contract Price vs. Budget	-35%	-21%	-19%		
Expected/Final Contract Price Cost Difference (Expected/Final Price/Low Expected/Final Price)	BASE	\$1,407,138	\$1,602,561		
Percentage Difference vs. Expected/Final Contract Base (Expected/Final Price/Low Expected/Final Price)	BASE	122%	126%		
EVALUATING FACTORS					
d. Technical Evaluation (From Table 3)	\$0	\$0	\$0		
e. Construction Evaluation (From Table 3)	\$0	\$3,408,000	\$2,883,000		
f. Quality Assurance Evaluation (From Table 3)	\$0	\$0	\$0		
g. Commercial Evaluation (From Table 4)	\$0	\$0	\$0		
EVALUATED FACTORS SUBTOTAL (d+e+f+g)	\$0	\$3,408,000	\$2,883,000		
TOTAL EVALUATED COST(a+b+c+d+e+f+g)	\$6,262,839	\$11,077,978	\$10,748,400		
Evaluated Cost Difference (Evaluated Cost - Low Evaluated Cost)	BASE	\$4,815,138	\$4,485,561		
Percentage Difference vs. Evaluated Base (Evaluated Cost/Low Evaluated Cost)	BASE	177%	172%		

Conclusions/Recommendation:

Budget: \$ 9,700,000.00
Awarded Cost: \$ 6,262,839.47
Forecast Adjustments: \$ -
Final Cost at Completion: \$ 6,262,839.47
(Over)/Under Budget: \$ 3,437,160.53

Final Bid Analysis Approvals:

Procurement

Emily Ray - Project Procurement Lead

Engineering

Ervin Reed - Responsible Engineer

Project Mgmt.

Curt Brown- Project Manager

Project
Specification Name
Specification Number
Date
Revision No.
Budget =

CGI PGS Hg Removal
Mercury Control System
62.0201
9-Jan-08
0
\$9,700,000

Prepared By
Ervin Reed
Technical
Emily Ray
Commercial

Bid Analysis

TABLE 2: PRICE BREAKDOWN					
Bidders:	SPE	CBEEC	HRC		Comments
Base Bid Price					
Material and Labor	\$ 5,693,121.00	\$ 7,158,911.00	\$ 7,234,124.00		
Sales Tax	\$ 262,256.00	\$ 435,205.00	\$ 505,976.00		
Total Base Bid	\$6,135,379	\$7,594,115	\$7,734,200		
Price Breakdown:					
Pulver Jet Fabric Filter System					
Structural Steel	\$ 3,253,379.42	\$ 2,789,345.00	\$ 3,310,100.00		
Piping and Valves	\$ 201,301.00	\$ 577,384.00	\$ 135,500.00		
Electrical Equipment	\$ 14,716.00	\$ 120,898.00	\$ 22,000.00		
Instrumentation and Controls	\$ 42,538.00	\$ 98,862.00	Included		
Engineering Services	\$ 168,009.00	\$ 105,407.00	\$ 149,700.00		
Model Study/CFD and Physical Flow	\$ 340,256.00	\$ 826,099.00	\$ 893,200.00		
Power Activated Carbon Injection System	\$ 63,063.00	\$ 72,095.00	\$ 34,300.00		
PAC System	\$ 275,036.00	\$ 549,114.00	\$ 638,900.00		
Electrical Equipment	\$ 20,000.00	Included	Included		
Instrumentation and Controls	\$ 14,465.00	Included	Included		
Engineering Services	\$ 25,050.00	Included	Included		
Induced Draft Booster Fan					
Induced Draft Booster Fan	\$ 486,649.00	\$ 572,641.00	\$ 1,139,100.00		
Structural Steel	\$ 22,950.00	Included	Included		
Isolation Dampers with Drives and Linkages	\$ 170,369.00	Included	Included		
Electrical Equipment	Included	Included	Included		
Instrumentation and Controls	\$ 145,750.00	Included	Included		
Engineering Services	\$ 18,511.00	Included	Included		
Scrub ID Fan Motor	\$ 8,481.00	Included	Included		
Inlet and Outlet Ductwork	\$ 145,750.00	\$ 174,921.00	\$ 153,000.00		Includes base and spare motor
Inlet and Outlet Ductwork	Included	\$ 809,247.00	\$ 548,920.00		
Structural Steel	Included	\$ 306,731.00	\$ 144,900.00		
Supplemental Pricing					
Storage and Commissioning Spare Parts	\$ 2,205.00	Included	\$ 55,000.00		
Special Tools	Included	\$ 1,200.00	Included		
Special Lift Platform	Included				
Technical Field Services (340 Days, 8 Roadtrips)	\$ 124,035.20	\$ 243,587.00	\$ 289,700.00		
Transportation - All Goods, DOP/OP, Jobsite	\$ 322,114.00	Included	\$ 1,183,400.00		
Instruction Manuals (5 proof copies, 1 check copy, 18 final copies)	\$ 2,400.00	Included	\$ 11,000.00		
Training	\$ 17,100.00	Included	\$ 10,800.00		
100% Performance and Payment Bonds or Letter of Credit	\$ 149,643.38	\$ 133,861.00	\$ 17,800.00		
Labor (Engineering and In-house Services)	Included	Included	Included		
Taxes (7.0%)	Included	Included	Included		
Base Bid Price (Should Equal Base Bid Price Above)	\$ 6,135,379.00	\$ 7,158,911.00	\$ 7,734,200.00		
Options Pricing (Not Included in Evaluated Price)					
Q System Blower	\$ 9,500.00	N/A	N/A		
Q System Feeder	\$ 12,000.00	N/A	N/A		
Filter Timer Boards	\$ 1,100.00	N/A	N/A		
Miscellaneous Gaskets, Filters	\$ 2,500.00	N/A	N/A		
MFDEnclosure for ID Fan	N/A	\$ 505,000.00	N/A		
MCCs for baghouses and PAC equipment	N/A	\$ 192,000.00	N/A		
Equipment	N/A	\$ 145,000.00	N/A		
Elevator	N/A	\$ 180,000.00	N/A		
Supplier Alternatives (Not Included in Evaluated Price)					
Eliminate shop insulation from the inlet and outlet ductwork and ship as flat panels					
Customer would have to weld the duct flat panels and insulating the duct	\$ (426,925.00)	N/A	N/A		
Sections at grade vs. the cost of the shop insulation and more expensive height	\$ (68,973.00)	N/A	N/A		
Eliminate lower enclosure for fabric filter (upper enclosure remains)	\$ (31,419.00)	N/A	N/A		
Eliminate 304SS Hopper Liners	\$ N/A	\$ 535,000.00	N/A		
12 Module PUFF					

Project **CGI PGS Hg Removal**
 Specification Name **Mercury Control System**
 Specification Number **62.0201**
 Date **9-Jan-08**
 Revision No. **0**
 Budget = **\$9,700,000**

Bid Analysis

TABLE 3: TECHNICAL EVALUATION

Description	SPE	CBEEC	HRC	Comments
Technical Cost Adjustments to Base Bid				
1. None				
Subtotal Technical Cost Adjustments (Subtotals Forwarded to Table 1)	\$0	\$0	\$0	
Technical Evaluation Factors (If Applicable)				
1. Differential Balance of Plant Costs:				
Booster Fan Spring Differential Cost	\$0 *	\$0 *	\$0 *	*Upon Engineering analysis, cost differential is negligible.
2. Differential Operating & Maintenance Costs (If O&M is Evaluation Factor):				
Halogenated PAC Consumption Differential Cost	\$0 *	\$0 *	\$0 *	*Upon Engineering analysis, cost differential is negligible.
Hg Removal Rate Differential Cost	\$0 *	\$0 *	\$0 *	*Upon Engineering analysis, cost differential is negligible.
3. Other Technical Evaluation Factors:				
Clyde Bergmann Extended Bag Life Option Savings	N/A	\$0 *	N/A	*CBEEC offered a 12 module baghouse for an additional \$535K that they claimed would save the City of Grand Island between \$700K and \$1M in maintenance costs over the life cycle of the bag house due to an extended bag life guarantee. Upon engineering analysis, considering the specific application at CGI, BV does not agree their assumptions and it is our opinion that the actual bag life will be comparable for the three bidders.
Subtotal Technical Evaluation Factors (Subtotals Forwarded to Table 1)	\$0	\$0	\$0	
Construction Evaluation Factors (If Applicable)				
1. Differential Construction Costs from Base Bidder for constructing Modular Fabric Filter, insulation supply, installation and engineering:	BASE	\$3,408,000	\$2,883,000	
Subtotal Constructability Factors (Subtotals Forwarded to Table 1)	\$0	\$3,408,000	\$2,883,000	
Quality Assurance Evaluation Factors (If Applicable)				
1. None				
Subtotal Quality Factors (Subtotals Forwarded to Table 1)	\$0	\$0	\$0	

Project CGI PGS Hg Removal
Specification Name Mercury Control System
Specification Number 62.0201
Date 9-Jan-08
Revision No. 0
Budget = \$9,700,000

Bid Analysis

TABLE 4: COMMERCIAL EVALUATION

Description	SPE	CBEEC	HRC	COMMENTS
Commercial Cost Adjustments to Base Bid				
1. Subtract included sales tax	-\$282,258	-\$435,205	-\$505,976	
2. Add sales tax at 7.0%	\$409,718	\$501,124	\$505,976	
3. Training		\$9,944 *	\$11,200 *	*CBEEC adjusted to add 11 days of training HRC was adjusted to add 7 days of training
4. Field Service			\$120,000 *	* HRC adjusted to add 75 days of field service time.
Subtotal Commercial Cost Adjustments (Subtotal Forwarded to Table 1)	\$127,460.47	\$75,882.70	\$131,200.00	
Commercial Evaluation Factors				
1. Currency Risk	N/A	N/A	N/A	
2. Projected Shop Inspection & Expediting Cost	N/A	N/A	N/A	
3. Projected Escalation Cost	N/A	N/A	N/A	
4. Cost of Money for Supplier Payment Terms (From Table 8)	N/A	N/A	N/A	
5. Tax and Duty Cost (If Not Included in Bidder's Base Price)	N/A	N/A	N/A	
Subtotal Commercial Evaluation Factors (Subtotal Forwarded to Table 1)	\$0	\$0	\$0	
Training				
Number of Days/Trips Included in Bidder's Quotation	16/2	5/2	9/2	
Unit Adjusting Prices:		Not Provided		
Per Diem Rate (Monday through Friday up to 10 hours)	\$155.00 / day	\$0.00 / day	\$1,600.00 / day	
Per Diem Rate (Saturday up to 10 hours)	\$232.50 / day	\$0.00 / day	\$1,600.00 / day	
Per Diem Rate (Sunday / Holiday up to 10 hours)	\$232.50 / day	\$0.00 / day	\$3,300.00 / day	
Adjustment Rate (Monday through Friday up to 10 hours)	\$232.50 / hr	\$0.00 / hr	\$120.00 / hr	
Adjustment Rate (Saturday up to 10 hours)	\$232.50 / hr	\$0.00 / hr	\$120.00 / hr	
Adjustment Rate (Sunday / Holiday up to 10 hours)	\$232.50 / hr	\$0.00 / hr	\$240.00 / hr	
Round Trip Rate	\$1,000.00 / trip	\$0.00 / trip	\$1,200 / trip	
Technical Field Service Rates				
Number of Days/Trips Included in Bidder's Quotation	240/8	240/8	165/8	
Unit Adjusting Prices:		Not Provided		
Per Diem Rate (Monday through Friday up to 10 hours)	\$155.00 / day	\$0.00 / day	\$1,600.00 / day	
Per Diem Rate (Saturday up to 10 hours)	\$232.50 / day	\$0.00 / day	\$1,600.00 / day	
Per Diem Rate (Sunday / Holiday up to 10 hours)	\$310.00 / day	\$0.00 / day	\$3,300.00 / day	
Adjustment Rate (Monday through Friday up to 10 hours)	\$232.50 / hr	\$0.00 / hr	\$120.00 / hr	
Adjustment Rate (Saturday up to 10 hours)	\$232.50 / hr	\$0.00 / hr	\$120.00 / hr	
Adjustment Rate (Sunday / Holiday up to 10 hours)	\$310.00 / hr	\$0.00 / hr	\$240.00 / hr	
Round Trip Rate	\$1,000.00 / trip	\$0.00 / trip	\$1,200.00 / trip	

Project
Specification Name
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Budget =

CGI PGS Hg Removal
 Mercury Control System
 62.0201
 9-Jan-08
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 \$9,700,000

Bid Analysis

TABLE 5: COMMERCIAL INFORMATION

Supplier (Full Name)	SPE	GBEEC	HRC	
Supplier's Main Contact Person	SPE: Amerex John Foster	Clyde Bergemann EEC Don Hug	Hamon Research Cottrell Barry Stoltzman	
Phone	724-935-1300 x-131E	410-368-7171	908-333-2020	
Fax	724-935-1342	410-368-8721	908-333-2154	
E-mail	jfoster@spe-amerex.com	clhug@ebec.com	barry.stoltzman@hamonusa.com	
Location (City, State, Country)	Wexford, PA, USA	Hanover, MD, USA	Somerville, NJ, USA	
Bidder's Quotation Number	SP-070601-R1	07-11-20178	P-B707	
Bidder's Quotation Date	6-Dec-07	6-Dec-07	6-Dec-07	
Date(s) of Other Correspondence From Bidder	N/A	N/A	N/A	
Bidder Acknowledges All RFQ Addenda	Yes	Yes	Yes	
Bidder's Proposal Validity	60 days	90 days	60 days	
Taxes/Duties				
Taxes/Duties Included in Base Bid (Yes/No/NA)	Yes	Yes	Yes	
(If No, refer to Table 4)	6-Feb-08	Yes	Yes	
Firm Base Pricing (Yes/No) (If No, refer to Table 4 - Escalation)	Yes	Not Provided	Yes	
Firm Unit Adjustment Pricing Through Warranty Period (Yes/No)	Yes	N/A	N/A	
Option Pricing Validity	31-Dec-09	No	No	
Commercial/Technical Compliance (Yes/No)	Yes	Yes	Yes	
If No, All Exceptions Defined in Bid (Yes/No)	DDP/CIP Jobsite	DDP/CIP Jobsite	DDP/CIP Jobsite	
Transportation/Logistics	No	Yes, bags and electrical	No	
Special Storage Requirements (Yes/No)		Yes		
If Yes, Requirements Described in Bid (Yes/No)				
Place(s) of Manufacture	USA	USA	USA	
Country of Origin	No	No	Not Provided	
Bidder's Own Facility				
Facilities of Others	WW (Plate), PA (Structural), KS (Carbon Injection), AL (ID Fan)	Various	Not Provided	
Ex Works Delivery Location (City, State/Province, Country, and Postal Code)	Parkersburg, WV; Butler, PA; Kansas City, KS; Peiham, AL	Various	Not Provided	
Number of Shipments	20	Various	Not Provided	
Total Number of Pieces Per Shipment	1 to lots of supports	Later	Not Provided	
Total Weight and Volume Per Shipment	40,000lb / 5,900 cu ft	Later	Not Provided	
Total Weight and Volume of Largest Single Component	40,000lb / 5,900 cu ft	42,000lb	Not Provided	
Harmonize Tariff Code (International Shipment)	N/A	N/A	N/A	
At Risk Shipment (Yes/No or N/A)	No	No	No	
Subcontracting Proposed (Yes/No)	Yes	Yes	Yes	
If Yes, Subcontractor List Provided in Bid (Yes/No)	Yes	Yes	Yes	
Schedule Information				
Bidder Agrees With Schedule Dates in RFQ Documents (Yes/No)	Yes	Yes	Yes	
Warranty Period				
Warranty Cost Included in Base Bid (Yes/No/NA)				
(If No, refer to Table 4)	Yes	Yes	Yes	

Project
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CGI PGS Hg Removal
 Mercury Control System
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 \$9,700,000

Bid Analysis

TABLE 6: UNIT PRICE COMPARISON										
No. Item	Estimated Quantity	Unit	SPE		CBEEC		HRC			
			Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal		
1. Fabricated Plate	1	lb	2.22	2.22	Not Provided	Not Provided	Not Provided	Not Provided		
2. Structural Supports Heavy	1	lb	2.02	2.02	Not Provided	Not Provided	Not Provided	Not Provided		
3. Structural Supports Light	1	lb	2.63	2.63	Not Provided	Not Provided	Not Provided	Not Provided		
4. Hand Rail TP, Grating, Ladders	1	lb	4.14	4.14	Not Provided	Not Provided	Not Provided	Not Provided		
5. Bags, PPS 18oz Scrim Support	1	ea	77.80	77.80	Not Provided	Not Provided	Not Provided	Not Provided		
6. Cages 12 Wire, two piece	1	ea	28.57	28.57	Not Provided	Not Provided	Not Provided	Not Provided		
7. 3" Turbo 75 valve kits	1	ea	105.00	105.00	Not Provided	Not Provided	Not Provided	Not Provided		

Project
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CGI PGs Hg Removal
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Bid Analysis

TABLE 7: TECHNICAL COMPARISON

Specification Requirements		SPE	CBEEC	HRC
Fabric Filter	Type	Pulse Jet	Pulse Jet	Pulse Jet
	Number of compartments	8	12	4
	Bag length, ft max	26.25	25	26.5
	Bag diameter, in	5.125 nom, round	6 nom, round	6 x 2.5 nom oblong (4.9 in equiv)
	Number of bags incl spares	3352	4536	3296
	Gross A/C, fpm max	4.23	3.41	4.5
	Net A/C, fpm max	4.84	3.73	6.0
	Can velocity, ft/min	476	356	
	Pressure drop through fabric filter inw/c	5.5	8.0	
	Auxiliary power, kw	1556	~1500	1500
	Design arrangement	Modular	Modular	Field erected
	Hg minimum removal guarantee	90%	90.0%	90%
	SO ₂ contingency against Hg guarantee		Max 5 ppmv	Max 5ppmv
	Consumption of halogenated PAC, max lb/MACF	3	3	3
	Components			
	Plate min thickness	1/4 in	1/4 in	6mm
	Bag material	PPS	PPS	PPS
	Bag weight, oz/yd ²	15	18	18
	Scrim weight, oz/yd	3	Scrim	Scrim
	Bag % spares	5%	5%	5%
	Bag cleaning system	Supplier's design	HP comp air	LP high flow
	Pulsing method	Supplier's design	Rows of stationary pulse pipes	Rotating cleaning manifold
	Cage construction	Carbon Steel	CS, 2 piece	CS, 2 piece, 10-9 ga wire, rings on 7" centers
	Cage coating	None	None	None
	Cage % spares	5%	5%	5%
	Air source - Two 100% trains w/dryer & storage receiver	Compressors or blowers	Compressors	Blowers, no dryers
	Tubesheet min thickness	1/4 in	3/8 in	6mm
	Access			
	Main access	Stairs	Stairs	Stairs
	Alternate access	Caged ladder	Caged ladder	Caged ladder
	Walkways	Ends between modules, access levels	Included	Included
	Type of roof enclosure	Supplier's design	Walk-in plenum	Walk-in plenum
	Roof jib hoist and crane	Required	Included	Included
	Roof enclosure components	Top, walls, framing, insul, ventilation, fans	Framing only, no insulation or ventilation fans	Framing only, no insulation or ventilation fans
	Hopper valley angle min, degrees	60	60	
	Internal cladding	Lower 1/3 SS	Lower 1/3 SS	
	Hopper plate thickness	1/4 in	1/4 in	6mm
	Clearance below hopper outlet flange	6"	6"	6"
	Hopper accessories	Strikeplate, pocketube, door, vibrator, etc	Included	Included
	Hopper insulation	Insulated	No insulation	No insulation
	Hopper level detection	Supplier's design	Included	Included
	Hopper heating	Supplier's design	Included	Included
	Hopper enclosure components	Framing, sides, insulation, ventilation, fans	Framing only, no insulation, no ventilation or fans	Framing only, no insulation, no ventilation or fans
	Broken bag detector	Each compartment	Included	Included

TABLE 7: TECHNICAL COMPARISON				
Specification Requirements		SPE	CBEEC	HRC
Structural Steel				
Fabric filler structural support steel	Supplier's design	Included	Included	Included
Ductwork structural support steel	Supplier's design	Included	Included	Included
Base sildplates, misc. fasteners	Supplier's design	Included	Included	Included
Dampers				
Inlet dampers	Supplier's design	8 Elect/mechan, low leakage, butterfly	12 Pneumat, butterfly	4 Pneumat, low leakage, louver
Outlet dampers	Supplier's design	8 Pneumat, poppet	12 Pneumat, poppet	8 Pneumat, poppet
Bypass dampers	Supplier's design	3 Pneumat, dual disc, poppet	3 Pneumat, dual disc, poppet	3 Pneumat, dual disc
PAC Injection System				
PAC injection silo size, storage	Size per supplier, min 7 days plus margin	10' dia x 30' side wall	13' dia x 17' side wall	13' x 35'
Silo access & accessories	Caged ladder, access, manway	Included	Included	Included
Silo dust vent	Filter w/airn, bags, cages, cleaning	Included	Included	Included
Silo level indicators, activators, 2 isolation valves, rotary feeders	Bottom fluidization system	Included	Included	Included
Silo feeders, blowers, knife gates, 2-50% systems	Loading, transfer	Included	Included	Included
PAC transport line to lances, piping, valves	1 -100% line w/out injectors	Included	Included	Included
PAC system control panel	Control instrumentation, panel	Included	Included	Included
Booster Fan				
Booster fan	Supplier's design	DWDI airfoil w/over vane dampers	DWDI airfoil w/radial vane dampers	Airfoil, type A, air 3, variable vane
Booster fan motor size, hp and speed, rpm	Supplier's design	2000, 900	2000, 900	1800, 900
Booster fan bearings	Supplier's design	Water cooled sleeve		
Spare motor	Required	Included	Included	Included
Ductwork				
Scope - ID/fan to FF to booster fan to ductwork				
Plate min thickness	1/4 in	1/4 in	1/4 in	6mm
Ductwork insulation	Insulated	Insulated	No insulation	No insulation
Expansion joints	Non-metallic	Included	Included	Included
Modelling				
AQC Design Engineering	CFD entire AQC system	Included	Included	Included
	All drawings, calculations, arrangements	Included	Included	Included
Controls	Mfr's standard PLC for P/JFF and PAC	Included	Included	Included

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Assistant City Attorney

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BID OPENING

BID OPENING DATE: December 6, 2007 at 11:00 a.m.

FOR: PGS Mercury Control System

DEPARTMENT: Utilities

ESTIMATE: \$9,700,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: October 12, 2007

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>SPE-Amerex</u> Batavia, IL	<u>Hamon Research-Cottrell, Inc.</u> Somerville, NY
Bid Security:	307,000.00	Federal Insurance Company
Exceptions:	None	None

Bid Price:		
Material:	\$4,836,845.00	\$7,228,224.00
Labor:	1,016,276.00	-0-
Sales Tax:	<u>282,258.00</u>	<u>505,976.00</u>
Total Base Bid:	\$6,135,379.00	\$7,734,200.00

Bidder:	<u>Clyde Bergemann US, Inc.</u> Hanover, MD
Bid Security:	\$375,000.00
Exceptions:	None

Bid Price:	
Material:	\$6,289,224.00
Labor:	941,691.00
Sales Tax:	<u>435,205.00</u>
Total Base Bid:	\$7,594,115.00

cc: Gary Mader, Utilities Director
Tim Luchsinger, Assist. Utilities Director
Karen Nagel, Utilities Secretary
Wes Nespor, Assist. City Attorney

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

P1196

RESOLUTION 2008-17

WHEREAS, the City of Grand Island invited sealed bids for Mercury Control System for the Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on December 6, 2007, bids were received, opened and reviewed; and

WHEREAS, SPE-Amerex of Batavia, Illinois, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$6,262,839.00, including tax; and

WHEREAS, the bid of SPE-Amerex is less than the estimate for the Mercury Control System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of SPE-Amerex of Batavia, Illinois in the amount of \$6,262,839.00, including tax for Mercury Control System for the Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G6

**#2008-18 - Approving Bid Award - Raw Water and Fire Tank
Painting - Platte Generating Station**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

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

Meeting: January 22, 2008

Subject: Bid Award - Raw Water and Fire Tank Painting

Item #'s: G-6

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

Background

The Platte Generating Station utilizes two water storage tanks for its operation. The Raw Water Tank is a 50,000 gallon steel reservoir used for potable water and for makeup for the boiler water treatment system. The Fire Tank is a 1,000,000 gallon steel reservoir used for plant cooling water and fire protection system water storage. The tanks are coated with specialized painting systems to prevent corrosion of the steel shells and support structures. Inspection of the tanks indicates that the interior and exterior of the Raw Water Tank and the exterior of the Fire Water Tank are in a deteriorated condition that requires repainting. Plant staff developed specifications for repainting of the tanks. This project was included in the '07 – '08 Electric Department Budget.

Discussion

The specifications for the Raw Water and Fire Tank Painting were advertised and issued for bid in accordance with the City Purchasing Code. Responses were received from the following bidders. The engineer's estimate for this project was \$68,000.00.

<u>Bidder</u>	<u>Bid Price</u>
Tri-Brothers Contracting, Inc., Southgate, MI	\$ 67,000.00
Mongan Painting Co., Inc., Cherokee, IA	\$ 44,113.67
J.R. Stelzer Co., Lincoln, NE	\$ 67,287.00
Pittsburg Tank & Tower Co., Inc., Henderson, KY	\$ 99,472.55
HEG Painting Company, Inc., Cherokee, IA	\$ 76,272.00
Lindner Painting, Inc., Lincoln, NE	\$ 59,700.00
TMI Coatings, Inc., St. Paul, MN	\$199,400.00
L.F.W. Sandblasting & Painting, Inc., Plattsmouth, NE	\$ 60,150.00

Hartman Walsh Painting Co., St. Louis, MO	\$108,591.00
Abhe & Svoboda, Inc., Prior Lake, MN	\$175,310.00
Maguire Iron, Inc., Sioux Falls, SD	\$ 68,890.00
Thomas Industrial Coatings, Inc., Pevely, MO	\$ 74,707.00
Utility Service Co., Inc., Perry, GA	\$150,000.00
M&M Tank coating Co., Inc., Greeley, CO	\$ 79,652.00

The bids were reviewed by plant engineering staff. Mongan Painting Co., Inc. did not provide the specified information to evaluate the bid or the specified bid security. Therefore, the bid is incomplete and not in compliance with the specifications. The rest of the bids were compliant with specifications. The low compliant bid is from Lindner Painting and is less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Raw Water and Fire Tank Painting to Linder Painting, Inc. from Lincoln, Nebraska, as the low responsive bidder, with the bid price of \$59,700.00.

Sample Motion

Move to approve award of the bid of \$59,700.00 from Linder Painting, Inc. for the Raw Water and Fire Tank Painting as submitted.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: January 8, 2008 at 11:15 a.m.

FOR: Raw Water and Fire Tank Painting

DEPARTMENT: Utilities

ESTIMATE: \$68,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: December 5, 2007

NO. POTENTIAL BIDDERS: 21

SUMMARY

Bidder:	<u>Tri-Brothers Contracting, Inc.</u> Southgate, MI	<u>Pittsburg Tank & Tower Co., Inc.</u> Henderson, KY
Bid Security:	Western Surety Company	Old Republic Surety Company
Exceptions:	None	None
Bid Price:	\$67,000.00	\$99,472.55
Bidder:	<u>Mongan Painting Co., Inc.</u> Cherokee, IA	<u>HEG Painting Company, Inc.</u> Cherokee, IA
Bid Security:	Western Surety Co. (FAX Copy)	Merchants Bonding Company
Exceptions:	None	None
Bid Price:	\$44,113.67	\$76,272.00
Bidder:	<u>J.R. Stelzer Co.</u> Lincoln, NE	<u>Lindner Painting, Inc.</u> Lincoln, NE
Bid Security:	Merchants Bonding Company	Merchants Bonding Company
Exceptions:	None	None
Bid Price:	\$67,287.00	\$59,700.00

Bidder:	<u>TMI Coatings, Inc.</u> St. Paul, MN	<u>Maguire Iron, Inc.</u> Sioux Falls, SD
Bid Security:	International Fidelity Ins. Co.	Great American Ins. Co.
Exceptions:	None	None
Bid Price:	\$199,400.00	\$68,890.00
Bidder:	<u>L.F.W. Sandblasting & Painting, Inc.</u> Plattsmouth, NE	<u>Thomas Industrial Coatings, Inc.</u> Pevely, MO
Bid Security:	Developers Surety & Indemnity Co.	The Hanover Insurance Co.
Exceptions:	Noted	None
Bid Price:	\$60,150.00	\$74,707.00
Bidder:	<u>Hartman Walsh Painting Co. Utility Service Co., Inc.</u> St. Louis, MO	Perry, GA
Bid Security:	Travelers Casualty & Surety Co.	Travelers Casualty & Surety
Exceptions:	None	None
Bid Price:	\$108,591.00	\$150,000.00
Bidder:	<u>Abhe & Svoboda, Inc.</u> Prior Lake, MN	<u>M & M Tank Coating Co., Inc.</u> Greeley, CO
Bid Security:	Western Surety Company	(Bond not received from Fed Ex)
Exceptions:	None	None
Bid Price:	\$175,310.00	\$79,652.00

cc: Gary Mader, Utilities Director
Lynn Mayhew, PGS
Pat Gericke, Utilities Admin. Assist.
Wes Nespor, Assist. City Attorney
Jeff Pederson, City Administrator

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

RESOLUTION 2008-18

WHEREAS, the City of Grand Island invited sealed bids for Raw Water and Fire Tank Painting for the Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 8, 2008, bids were received, opened and reviewed; and

WHEREAS, Linder Painting, Inc. of Lincoln, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$59,700.00; and

WHEREAS, the bid of Linder Painting, Inc., is less than the estimate for the Raw Water and Fire Tank Painting for the Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Linder Painting, Inc., of Lincoln, Nebraska in the amount of \$59,700.00 for Raw Water and Fire Tank Painting for the Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G7

**#2008-19 - Approving Bid Award - Office, Shop and Locker Room
Roof Replacement at Platte Generating Station**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

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

Meeting: January 22, 2008

Subject: Bid Award - Office, Shop and Locker Room Roof Replacement – Platte Generating Station

Item #'s: G-7

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

Background

Recent inspections of the Office, Shop and Locker Room area roofs at the Platte Generating Station have indicated leakage and general degradation. These are the original roofing systems from the plant construction in 1982 and contain asbestos materials. Because of the age and condition of the roofs, replacement is recommended. Specifications were drafted by plant staff.

Discussion

The specifications for the Office, Shop and Locker Room Roof Replacement were advertised and issued for bid in accordance with the City Purchasing Code. Responses were received from the following bidders. The engineer's estimate for this project was \$100,000.00.

<u>Bidder</u>	<u>Bid Price</u>
Ziembra Roofing Company, Hastings, NE	\$118,299.00
Weathercraft Co., Grand Island, NE	\$ 73,021.00
Tri-Cities Group, Inc., Grand Island, NE	\$109,640.22

The bids were reviewed by plant staff. All bids are compliant with specifications.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Office, Shop and Locker Room Roof Replacement to Weathercraft Co. from Grand Island, Nebraska, as the low responsive bidder, with the bid price of \$73,021.00.

Sample Motion

Move to approve award of the bid of \$73,021.00 from Weathercraft Co. for the Office, Shop and Locker Room Roof Replacement as submitted.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: January 8, 2008 at 11:00 a.m.

FOR: Office, Shop & Locker Room Roof Replacement

DEPARTMENT: Utilities

ESTIMATE: \$100,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: November 20, 2007

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Ziemba Roofing Company</u> Hastings, NE	<u>Weathercraft Co.</u> Grand Island NE
Bid Security:	Universal Surety Company	Universal Surety Company
Exceptions:	None	None
Bid Price:	\$118,299.00	\$73,021.00

Bidder:	<u>Tri-Cities Group, Inc.</u> Grand Island NE
Bid Security:	Inland Insurance Company
Exceptions:	None
Bid Price:	\$109,640.22

cc: Gary Mader, Utilities Director
Lynn Mayhew, PGS
Pat Gericke, Utilities Admin. Assist.
Wes Nespor, Assist. City Attorney
Jeff Pederson, City Administrator

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

RESOLUTION 2008-19

WHEREAS, the City of Grand Island invited sealed bids for Office, Shop and Locker Room Roof Replacement for the Utilities Department, Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 8, 2008, bids were received, opened and reviewed; and

WHEREAS, Weathercraft Co. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$73,021.00; and

WHEREAS, the bid of Weathercraft Co. is less than the estimate for the Office, Shop and Locker Room Roof Replacement for the Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Weathercraft Co. of Grand Island, Nebraska in the amount of \$73,021.00 for Office, Shop and Locker Room Roof Replacement for the Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G8

#2008-20 - Approving Agreement for Consulting Services Related to the Fleet Services Facility

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: January 22, 2008

Subject: Approving Agreement for Consulting Services Related to the Fleet Services Facility

Item #'s: G-8

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

Background

The Fleet Services Division of the Public Works Department is responsible for the mechanical maintenance and repair of city vehicles and equipment. The current facility has no air exchange system and isn't adequate for the size of vehicles that are often worked on. This consultation will help Fleet Services plan for the future and make better use of employees' time. Currently time is being spent moving equipment and vehicles around to increase work space.

On November 29, 2007 a Request for Proposals (RFP) for consulting services related to the Fleet Services Facility was advertised in the Grand Island Independent and sent to eight (8) potential proposers.

Discussion

Four (4) proposals were received on January 7, 2008. The proposals were reviewed by Fleet Services Superintendent, Allen Hoffman; Public Works Director, Steve Riehle; and Assistant City Attorney, Wes Nespor. Nielsen, Mayne Architecture of Omaha, Nebraska submitted the proposal that was chosen using evaluation criteria listed in the RFP.

Firm experience on similar work (30%)
Experience with City of Grand Island (10%)
Approach (20%)
Proposed schedule (10%)
Proposed fees and Agreement (30%)

Nielsen, Mayne Architecture will provide consulting services, for a lump sum amount of \$27,500.00, to analyze the current Fleet Services Facility. The analysis will determine the type, size and a location of a facility that will best serve all city departments. The current facility is located at 1111 W. North Front Street Grand Island, Nebraska. The Team will consist of Prime Architect Gary W. Nielsen, AIA (Principal in Charge), Michael G. Mayne (Project Manager) and the Collaborating Architect will be Marvin Webb, AIA (Principal) of Webb & Company Architects, Inc. of Grand Island, 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 proposal by Nielsen, Mayne Architecture of Omaha, Nebraska, for a lump sum amount of \$27,500.00.

Sample Motion

Move to approve the proposal by Nielsen, Mayne Architecture of Omaha, Nebraska, for a lump sum amount of \$27,500.00.



Dale M. Shotkoski, Assistant City Attorney

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**REQUEST FOR PROPOSAL
FOR
CONSULTING SERVICES FOR FLEET SERVICES FACILITY**

RFP DUE DATE: January 7, 2008 at 4:00 P.M.

DEPARTMENT: Public Works

PUBLICATION DATE: November 29, 2007

NO. POTENTIAL BIDDERS: 8

SUMMARY OF PROPOSALS RECEIVED

Nielsen, Mayne Architecture/Webb & Company Architects
Omaha, NE

Schemmer
Omaha, NE

TranSystems
Kansas City, MO

Victor Aufdenberge Architecture
Grand Island NE

cc: Steve Riehle, Public Works Director
Allen Hoffman, Fleet Services Supt.
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director
Catrina Delosh, PW Admin. Assist.
David Springer, Finance Director
Wes Nespor, Assist. City Attorney

P1213

AIA® Document B727™ – 1988

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the Twenty-second day of January in the year of Two Thousand Eight

BETWEEN the Owner:
(*Name and address*)

City of Grand Island, Nebraska
Grand Island City Hall
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802-1968

and the Architect:
(*Name and address*)

Nielsen, Mayne Architecture, Inc., Subchapter S Corporation
1010 South 120th Street, Suite 205
Omaha, Nebraska 68154

For the following Project:
(*Include detailed description of Project, location, address and scope.*)

City of Grand Island Public Works Fleet Services Facility Study
Grand Island, Nebraska
Fleet Services Facility Analysis Study consisting of existing facility analysis, analysis of Fleet Services Facility data, detailed space analysis, site selection, project budget; and implementation strategy.

The Owner and the Architect agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Service to be provided

The Architect shall provide architectural services for the Fleet Services Facility Analysis Study as described in Exhibit "A" Design Approach attached hereto and Exhibit "B" Schedule / Work Plan attached hereto.

Method and means of compensation

Compensation shall be a stipulated sum as described in Article 8 of this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS See 9.1.1

§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4 ARBITRATION See 9.1.2

§ 4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

§ 4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

§ 4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4. See 9.1.3

§ 5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- .1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination. See 9.1.3

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 PAYMENTS TO THE ARCHITECT

§ 7.1 DIRECT PERSONNEL EXPENSE

§ 7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 long-distance communications;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;
- .6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .7 renderings and models requested by the Owner;
- .8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and
- .9 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

§ 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

8.2.1 Compensation shall be a stipulated sum of twenty-seven thousand, five hundred dollars (\$27,500.00) for the above described services and as described in Exhibits "A" and "B" attached hereto.

8.2.2 Notwithstanding the requirements of Paragraph 7.2 Reimbursable Expenses, the stipulated sum compensation shall include normal anticipated expenses incurred incidental to the provision of services for the project including: 1) travel expenses for project meetings and jobsite visits during the preparation of the study, 2) printing for internal review and printing for submittals to the City of Grand Island including copies of the final report not to exceed ten copies, 3) miscellaneous postage, communications, supplies, and photography. Expenses related to other requested activities, activities beyond basic services, travel expenses to locations other than the project site; and fees paid for securing review and approval of authorities having jurisdiction over the project are not included and shall be reimbursable in accordance with Paragraph 8.3 of this Agreement.

8.2.3 Compensation for authorized Additional Services shall be an agreed upon stipulated sum or on an hourly basis in accordance with the Exhibit "C" Hourly Rate Schedule attached hereto.

8.2.4 Payment for all services rendered shall be monthly based upon invoices for progress to date.

Init.

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of One and one-tenth (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable Ten (10) days from the date of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

1.00% monthly

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9 OTHER CONDITIONS

9.1 CHANGES AND CLARIFICATIONS TO PREVIOUS ARTICLES

9.1.1 Delete the last sentence in Paragraph 3.1 and the following language is substituted therefore:

"The Owner shall be permitted to use the Architect's documents for the purpose of continuing this Project into the implementation phases. Such use shall be at the Owner's risk and without liability or legal exposure to the Architect."

9.1.2 Delete ARTICLE 4 ARBITRATION in its entirety and the following language is substituted therefore:

"ARTICLE 4 DISPUTE RESOLUTION

4.1 If claims, disputes, and other matters in question between parties of this Agreement arising out of or relating to this Agreement or the breach thereof; the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, resolution shall be initiated in a competent court of law in the State of Nebraska.

9.1.3 Delete the language "and all Termination Expenses as defined in Section 5.4" from end of the first sentence of Paragraph 5.3 and delete Paragraph 5.4 in its entirety.

9.2 OTHER PROVISIONS

9.2.1 Any modifications, deletions, or additions to this Agreement shall require City Council approval before the work being performed.

9.2.2 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 therefore. 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.

9.2.3 The City Request for Proposal is appended and incorporated into this Agreement by reference as Exhibit "D".

Init.

This Agreement entered into as of the day and year first written above.

OWNER - Approved

ARCHITECT

(Signature)

Margaret Hornady, Mayor

(Printed name and title)

(Signature)

Gary W. Nielsen, AIA, President

(Printed name and title)

Attest:

RaNae Edwards, City Clerk

Approved as to form:

Wesley Nespor, Assistant City Attorney

Init.

Additions and Deletions Report for AIA[®] Document B727[™] – 1988

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:56:00 on 01/16/2008.

PAGE 1

AGREEMENT made as of the Twenty-second day of January in the year of Two Thousand Eight

...

City of Grand Island, Nebraska
Grand Island City Hall
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802-1968

...

Nielsen, Mayne Architecture, Inc., Subchapter S Corporation
1010 South 120th Street, Suite 205
Omaha, Nebraska 68154

...

City of Grand Island Public Works Fleet Services Facility Study
Grand Island, Nebraska
Fleet Services Facility Analysis Study consisting of existing facility analysis, analysis of Fleet Services Facility data,
detailed space analysis, site selection, project budget; and implementation strategy.

PAGE 2

The Architect shall provide architectural services for the Compensation shall be a stipulated sum as described in
Fleet Services Facility Analysis Study as described in Article 8 of this Agreement.
Exhibit "A" Design Approach attached hereto and
Exhibit "B" Schedule / Work Plan attached hereto.

...

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS See 9.1.1

...

ARTICLE 4 ARBITRATION See 9.1.2

PAGE 3

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4. See 9.1.3

...

- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination. See 9.1.3

PAGE 4

§ 8.1 AN INITIAL PAYMENT OF Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

...

8.2.1 Compensation shall be a stipulated sum of twenty-seven thousand, five hundred dollars (\$27,500.00) for the above described services and as described in Exhibits "A" and "B" attached hereto.

8.2.2 Notwithstanding the requirements of Paragraph 7.2 Reimbursable Expenses, the stipulated sum compensation shall include normal anticipated expenses incurred incidental to the provision of services for the project including: 1) travel expenses for project meetings and jobsite visits during the preparation of the study, 2) printing for internal review and printing for submittals to the City of Grand Island including copies of the final report not to exceed ten copies, 3) miscellaneous postage, communications, supplies, and photography. Expenses related to other requested activities, activities beyond basic services, travel expenses to locations other than the project site; and fees paid for securing review and approval of authorities having jurisdiction over the project are not included and shall be reimbursable in accordance with Paragraph 8.3 of this Agreement.

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§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of One and one-tenth (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable Ten (10) days from the date of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 5

1.00% monthly

...

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9.1.1 Delete the last sentence in Paragraph 3.1 and the following language is substituted therefore:

"The Owner shall be permitted to use the Architect's documents for the purpose of continuing this Project into the implementation phases. Such use shall be at the Owner's risk and without liability or legal exposure to the Architect."

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9.2.3 The City Request for Proposal is appended and incorporated into this Agreement by reference as Exhibit "D".

PAGE 6

OWNER - Approved

ARCHITECT

...

Margaret Hornady, Mayor

Gary W. Nielsen, AIA, President

...

Attest:

RaNae Edwards, City Clerk

Approved as to form:

Wesley Nespor, Assistant City Attorney

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gary Nielsen, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:56:00 on 01/16/2008 under Order No. 1000331748_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B727™ – 1988 – Standard Form of Agreement Between Owner and Architect for Special Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Gary W. Nielsen

(Signed)

President

(Title)

1.16.08

(Dated)

Exhibit "A"
TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR SPECIAL SERVICES (AIA DOCUMENT B727 - 1988)

Design Approach

Our approach to design emphasizes participation and involvement

with the users of the Fleet Services Facility. We will be meeting with the key people representing the City, Public Works, and the Fleet Services Division to share input regarding the needs and goals for the Fleet Services Facility. By understanding the expectations of the users; we can provide a facility analysis and concept design that is responsive to the needs of the City.

USER INPUT

EXISTING FACILITY ANALYSIS

The process of design is a process of evolution. We will begin by assembling the available drawings of the current facility and conducting observations and field verification of the existing conditions. We will identify the characteristics the current site with regard to size, utilization, and location relative to other City departments that are users of fleet services.

These observations will result in appraisals of the physical condition and functional capabilities of the current facility, and the potential and limitations for adaptability of the current facilities to meet the long term needs of the City.

ANALYSIS OF FLEET SERVICES FACILITY DATA

Data representing maintenance schedules, fleet inventory, personnel utilization, service functions; and equipment needs has been compiled and is readily available from the Fleet Services Division.

This data will be reviewed and analyzed as input to recommendations for service bay utilization, number of service bays, type and sizes of service bays; and service support equipment and functions. Projected personnel utilization and criteria for hours of operation will be a key factor in this analysis



Exhibit "A"
TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR SPECIAL SERVICES (AIA DOCUMENT B727 - 1988)

*Design
Approach
(continued)*

DETAILED
SPACE ANALYSIS

Interviews with key staff will establish user goals and document operational characteristics. This information will identify service workflow and equipment requirements; and provide the basis for developing space needs projections and establishing design parameters. This program data will be documented and used in developing diagrammatic plans for each functional area.

The format for the programming documentation is illustrated by examples from a previous project shown on the pages at the end of this section. Detailed requirements are developed for each building area, the individual areas are then summarized and adding a grossing factor determines the total building gross area projection. A similar process totaling building footprint and site component areas determines required site area.

SITE SELECTION

Potential sites for facility location and the City's criteria for site selection will be identified. Sites will be evaluated based on programmed site area requirements, location parameters relative to other City departments using the facility, existing infrastructure; and functional utilization capabilities.

PROJECT BUDGET

As the process of programming and site evaluation begins to assimilate facility concepts, R.O.M. budget costs will be incorporated into the process of evaluating alternatives. Facility construction costs and total project budget costs will be developed for the finalized facility concept plan.

IMPLEMENTATION
STRATEGY

The evaluation of considered alternatives and priority options will be concluded with an identification of the implementation project. A preliminary floor plan, site plan and exterior building concept will be developed. We will assist the City in developing a schedule and possible phasing for design and construction based on funding availability and construction sequencing.



Exhibit "B"

TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR SPECIAL SERVICES (AIA DOCUMENT B727 - 1988)

Schedule / Work Plan

KEY MILESTONES

The proposed project schedule illustrated on the following page represents a timeline and work plan based on achieving key milestones leading to the completion of the Fleet Services Facility Study on April 16, 2008. The Nielsen, Mayne Architecture design team is prepared to make the commitment to meet this schedule.

SIX SCOPE COMPONENTS

The five scope components identified in the request for proposal plus a sixth suggested component of developing an implementation strategy are all inter-related and will progress concurrently. Month to month progress can be summarized as follows:

JANUARY

Data collection, assemble existing information, observations and field verification, user input, and identify potential sites

FEBRUARY

Condition appraisal of existing facilities, analysis of fleet services facility data, program space needs and design criteria, and evaluate potential sites

MARCH

Validate projected service criteria and programmed areas, develop diagrammatic plans, develop site recommendations, incorporate cost factors, prioritize options; and identify the recommended implementation project

APRIL

Finalize proposed concept and project budget, develop implementation schedule, and present final report

Key milestones are indicated for timely progress reviews with the City and can be adjusted as needed.



TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR SPECIAL SERVICES (AIA DOCUMENT B727 - 1988)

WORK PLAN / SCHEDULE
FLEET SERVICES FACILITY STUDY
CITY OF GRAND ISLAND PUBLIC WORKS

	Jan 21	28	Feb 4	11	18	25	Mar 3	10	17	24	31	Apr 7	14
<p>NOTICE TO PROCEED 1.23.08</p> <p>KEY MILESTONE PROGRESS REVIEWS</p> <p>SUBMIT FINAL REPORT 4.16.08</p>													
EXISTING FACILITY ANALYSIS		<ul style="list-style-type: none"> Assemble exst. documents Observations, field verify 	<ul style="list-style-type: none"> Condition, function appraisal Location & site evaluation 		<ul style="list-style-type: none"> Adaptability potentials, limitations Validate conclusions 								
ANALYSIS OF FLEET SERVICES FACILITY DATA		<ul style="list-style-type: none"> Assemble current data Identify service priorities 	<ul style="list-style-type: none"> Analysis of service functions, frequencies Incorporate personnel utilization 		<ul style="list-style-type: none"> Validate service bay & support area criteria Integrate with space program & design 								
DETAILED SPACE ANALYSIS		<ul style="list-style-type: none"> Conduct staff interviews, establish user goals Document operational characteristics 	<ul style="list-style-type: none"> Identify service workflow & equipment requirements Develop space needs projections & parameters 		<ul style="list-style-type: none"> Document program data Develop diagrammatic plans 								
SITE SELECTION		<ul style="list-style-type: none"> Identify potential sites and city criteria Site performance and location evaluation 	<ul style="list-style-type: none"> Identify infrastructure Develop site utilization concepts 		<ul style="list-style-type: none"> Site recommendations Integrate site with design process 								
PROJECT BUDGET					<ul style="list-style-type: none"> Evaluate R.O.M. budget costs 				<ul style="list-style-type: none"> Finalize facility constructions costs Develop total project budget costs 				
IMPLEMENTATION STRATEGY						<ul style="list-style-type: none"> Prioritize options, identify implementation project Develop schedule for final design and construction 						<ul style="list-style-type: none"> Assemble Final Document 	

Exhibit "C"
TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR SPECIAL SERVICES (AIA DOCUMENT B727 - 1988)

Hourly Rate Schedule

Architectural

Principal	\$80.00
Project Architect / Manager	\$70.00
CAD Technician	\$55.00

Exhibit “D”
TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR SPECIAL SERVICES (AIA DOCUMENT B727 – 1988)

REQUEST FOR PROPOSAL
FOR CONSULTING SERVICES
RELATED TO THE FLEET SERVICES FACILITY
FOR THE CITY OF GRAND ISLAND, NEBRASKA

PROPOSED WORK

The Fleet Services Division of the Public Works Department for the City of Grand Island, Nebraska is seeking a consultant to provide consulting services to analyze the current fleet services facility. The facility analysis will determine if a new facility is needed. The analysis will determine the type, size and a location of a facility that will best serve all city departments. The current facility is located at 1111 W. North Front street Grand Island, Nebraska.

More specifically, the proposed services shall include, but are not limited to:

- a. **Existing facility analysis:** function, condition, location, adaptability to meet long-term needs of the city of Grand Island.
- b. **Analysis of Fleet Services Facility data:** The number of current and projected annual planned and unplanned breakdown maintenance visits. Personnel utilization analysis. Detailed fleet inventory and fleet projections. Analysis of service functions performed in-shop and those contracted out or performed by other departments. Inventory of current and projected fleet maintenance equipment needs.
- c. **Detailed space analysis:** Identify for each function the square footage required, number of occupants, desired adjacencies, environmental requirements, special services, and equipment requirements. To purchase new equipment or relocate from existing facility. A diagrammatic plan of each space will be developed.
- d. **Site selection:** Preliminary site selection to determine area needed for facility. Based on city provided criteria, review at least four proposed sites and/or existing buildings (both privately and city owned). To take into consideration travel time and distance for the departments that will utilize the facility to determine if land needs to be acquired or use existing city properties.
- e. **Project budget:** Estimate construction costs for a new fleet maintenance facility including building and other related fees.

EVALUATION CRITERIA

Proposals will be evaluated with the following considerations, along with the weight percentages assigned to each element which will be used to rank and evaluate the proposals:

- Firm experience on similar work. (30%)
- Experience with City of Grand Island. (10%)
- Approach. (20%)
- Proposed schedule. (10%)
- Proposed fees and Agreement. (30%)

PROPOSAL SHALL INCLUDE

(Limit 30 pages excluding staff resumes)

In order to be carefully evaluated, the proposal shall include:

- Brief Firm Profile.
- Brief approach to the project with schedule.
- Experience in conducting the program statement.
- Experience in designing this type of facility.
- Resume of key staff designated for the work.
- Copy of typical agreement with proposed cost.
- Brief summary of no more than five (5) similar projects the firm has completed with history of construction estimates and accepted bids.
- List of four (4) references of similar projects.
- Any exception to the proposal requirements.

PROPOSAL PROTOCOL

Allen Hoffman, Fleet Services Superintendent, Fleet Services Division of the Public Works Department will be the Cities' contact person for additional information on this proposal (telephone number 308-385-5437). Interested firms shall send four (4) copies of their proposal to the City Clerk, Grand Island City Hall, 100 East 1st Street, P.O. Box 1968, Grand Island, NE 68802-1968. Proposals must be received by 4:00 p.m. (local time) on January 7, 2008. Proposals must remain firm for ninety (90) days from the proposal due date. The City of Grand Island reserves the right to reject any or all proposals and to select the proposal which is deemed to be in the City's best interest, at its sole discretion.

CONTRACT NEGOTIATIONS

The evaluation committee will rank the proposals. It is anticipated that no interviews will be necessary. The City will then try to negotiate an agreement with the highest ranked proposer. If a satisfactory agreement cannot be negotiated with the highest ranked proposer, then an attempt will be made to negotiate an agreement with the next highest ranked proposer.

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 therefore. 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.

ANTICIPATED SCHEDULE

The following timetable is anticipated:

Jan 7, 2008	Proposal Due
Jan 9, 2008	Begin Negotiations
Jan 22, 2008	City Council Approve Agreement
Jan 23, 2008	Issue Notice to Proceed
Apr 16, 2008	Complete Work and submission of Final Report

RESOLUTION 2008-20

WHEREAS, the City of Grand Island invited proposals for Consulting Services for the Fleet Services Facility of the Public Works Department, according to the Request for Proposals on file with the Public Works Department; and

WHEREAS, on January 7, 2008, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Nielsen, Mayne Architecture, Inc. of Omaha, Nebraska, with Webb & Company Architects of Grand Island, Nebraska, as a sub-consultant, 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 \$27,500.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Nielsen, Mayne Architecture, Inc. of Omaha, Nebraska, for a lump sum amount of \$27,500.00 for Consulting Services for the Fleet Services Facility is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐
January 17, 2008	☐ City Attorney



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G9

#2008-21 - Approving State Bid Award for (1) 2008 Chevrolet 1/2 Ton 4x4 Pickup for the Solid Waste 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: January 22, 2008

Subject: Approving State Bid Award for (1) 2008 Chevrolet 1/2 Ton 4x4 Pickup for the Solid Waste Division of the Public Works Department

Item #'s: G-9

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

Background

The Solid Waste Division of the Public Works Department budgeted for a pickup to be used in the daily operations of the division.

Discussion

The vehicle specifications awarded under State of Nebraska contract # 12052 OC meet all of the requirements for the Solid Waste Division vehicle. Sid Dillon Wahoo, Inc., DBA Sid Dillon Chevrolet-Buick-Pontiac of Wahoo, Nebraska submitted a bid for a pickup with an 8 foot box in the amount of \$22,755.00. There are sufficient funds for this purchase in Account No. 50530040-85625.

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 Sid Dillon, Inc. of Wahoo, Nebraska in the amount of \$22,755.00 for the 2008 Chevrolet ½ Ton 4x4 pickup for the Solid Waste Division of the Public Works Department.

Sample Motion

Move to approve the State Bid Award to Sid Dillon, Inc. of Wahoo, Nebraska in the amount of \$22,755.00 for the 2008 Chevrolet ½ Ton 4x4 pickup for the Solid Waste Division of the Public Works Department.

RESOLUTION 2008-21

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

WHEREAS, said vehicle, a 2008 Chevrolet ½ Ton 4x4 Pickup, 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 Chevrolet ½ Ton 4x4 Pickup in the amount of \$22,755.00 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, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G10

#2008-22 - Approving NDEQ Recycling Grant - Compost Turner

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Steve Riehle, Public Works Department

Meeting: January 22, 2008

Subject: Compost Turner Grant Request to the Nebraska Department of Environmental Quality

Item #'s: G-10

Presenter(s): Steve Riehle, Public Works Director

Background

The City of Grand Island has operated a composting operation at the Solid Waste Division "Transfer Station since 1992." In 1993, a Department of Environmental Quality grant funded the purchase of a wheel-loader front-mounted compost turner. The front-mounted turner puts a large amount of strain on the wheel-loader coupler, which results in costly repairs. Based on increasing maintenance and repair costs to the compost turner and the wheel-loader, the decision was made to apply for funding to purchase a new pull-type compost turner. A pull-type compost turner will reduce the amount of stress placed on the wheel-loader, cost less to maintain, and free the wheel-loader for other sanitation services.

Discussion

The Solid Waste Division of the Public Works Department would like to submit a grant application to the Nebraska Department of Environmental Quality to purchase a pull-type compost turner. The purchase price of a pull-type compost turner is estimated to be between \$69,000 and \$102,000, depending on the final bid specifications. There are two sources from which this type of turner can be purchased.

Alternatives

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

1. Move to approve the grant application and authorize the Mayor to sign all related documents
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 Council approve a grant application for the purchase of Compost Turning Equipment from the Nebraska Department of Environmental Quality and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve a grant application for the purchase of Compost Turning Equipment from the Nebraska Department of Environmental Quality and authorize the Mayor to sign all related documents.

RESOLUTION 2008-22

WHEREAS, The City of Grand Island has operated a composting station at the Solid Waste Division of the Public Works Department since 1992; and

WHEREAS, in 1993, a grant funded by the Department of Environmental Quality purchased a wheel loader, front mounted compost turner; and

WHEREAS, because of increased maintenance and repair costs to the compost turner and wheel loader, the Solid Waste Division of the Public Works Department wishes to submit a grant application to the Nebraska Department of Environmental Quality to purchase a pull-type compost turner.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska, is hereby authorized to apply for a grant for the purchase of Compost Turning Equipment from the Nebraska Department of Environmental Quality.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G11

#2008-23 - Approving State Bid Award for (1) 2008 Chevrolet 3/4 Ton 4x4 Pickup for the Wastewater 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: January 22, 2008

Subject: Approving State Bid Award for (1) 2008 Chevrolet 3/4 Ton 4x4 Crew Cab Pickup with Service Body for the Wastewater Division of the Public Works Department

Item #'s: G-11

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

Background

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

Discussion

The vehicle specifications awarded under State of Nebraska contract # 12025 OC meet all of the requirements for the Wastewater Division vehicle. Sid Dillon Wahoo, Inc., DBA Sid Dillon Chevrolet-Buick-Pontiac of Wahoo, Nebraska submitted a bid for a pickup in the amount of \$23,759.77 and a service body for the pickup in the amount of \$4,500.00 for a total amount of \$28,259.77. There are sufficient funds for this purchase in Account No. 53030054-85625.

Alternatives

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

1. 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 Sid Dillon, Inc. of Wahoo, Nebraska in the amount of \$28,259.77 for the 2008 Chevrolet $\frac{3}{4}$ Ton 4x4 Crew Cab Pickup with service body for the Wastewater Division of the Public Works Department.

Sample Motion

Move to approve the State Bid Award to Sid Dillon, Inc. of Wahoo, Nebraska in the amount of \$28,259.77 for the 2008 Chevrolet $\frac{3}{4}$ Ton 4x4 Crew Cab Pickup with service body for the Wastewater Division of the Public Works Department.

RESOLUTION 2008-23

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

WHEREAS, said vehicle, a 2008 Chevrolet ¾ Ton 4x4 Crew Cab Pickup with Service Body, 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 Chevrolet ¾ Ton 4x4 Crew Cab Pickup with Service Body in the amount of \$28,259.77 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, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G12

**#2008-24 - Approving Amendment Number 4 to the Agreement
with Olsson Associates for the Project to Widen Capital Avenue**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: January 22, 2008

Subject: Approving Amendment Number 4 to the Agreement with Olsson Associates for the Project to Widen Capital Avenue

Item #'s: G-12

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

Background

Any amendments to the agreement must be approved by council. On November 9, 2004 an agreement with Olsson Associates was approved by the council. The agreement provided for Engineering Consulting Services to widen Capital Avenue from the Moores Creek Drainway to the east.

The project is approximately 80% funded with federal Surface Transportation Funds administered by the Nebraska Department of Roads (NDOR).

Discussion

Agreements with leaseholder tenants are a new requirement on federal aid projects. The additional work is beyond the scope of the original agreement. The files on the unsigned tenants will be reopened, contacts made and an attempt made to reach an agreement. If a satisfactory agreement is not reached with all tenants, the related files will be turned over to the City for consideration for proceeding with condemnation. On November 9, 2004 the City of Grand Island entered into an agreement with Olsson Associates for Engineering Consulting Services to widen Capital Avenue from Moores Creek ditch to just east of Webb Road.

The majority of this project will be funded with Federal funds administered by the Nebraska Department of Roads (NDOR). Olsson & Associates contracted with Midwest Right-of-Way services for the negotiation and acquisition of right-of-way and easements from the property owners. Most of the acquisitions were commercial properties with numerous tenants or leaseholders on the premises. Initially NDOR did not require

Leasehold Agreements to be negotiated with the tenants. Due to federal requirements it is now necessary to contact and negotiate Leasehold Agreements with the affected tenants. This will involve considerable time and is the basis for this amendment to the original agreement.

Additional work beyond the scope of the original agreement is needed to complete Right-of-Way acquisitions. This additional work is not to exceed \$4,400.00.

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 the amendment to the agreement with Olsson Associates, in an amount not to exceed \$4,400.00.

Sample Motion

Move to approve the amendment to the agreement with Olsson Associates, in an amount not to exceed \$4,400.00.

4th AMENDMENT TO LETTER AGREEMENT FOR ENGINEERING SERVICES

THIS AMENDMENT TO LETTER AGREEMENT, made as of the 22nd day of January 2008, by and between the City of Grand Island, Nebraska ("Client") and Olsson Associates ("Olsson"), WITNESSETH, That whereas the Client intends to acquire leaseholder agreements from tenants located along the project, for which services are considered additional services under the agreement between the City of Grand Island and Olsson Associates dated November 3, 2004, a fee for these services for the Project are hereby added to the agreement in accordance with paragraph 2, Letter of Agreement. Said Additional Services shall be provided as set forth hereafter.

Scope of Services

A. Additional Right of Way Negotiations:

Per Exhibit A, Section E, Olsson will obtain the services of Midwest Right of Way Services to negotiate leaseholder agreements with tenants on Tracts 6, 7, 14, 23, and 24. NDOR has given a directive to reach reasonable settlements with these tenants or file condemnation. This is required in order to complete the federal requirements for Right of Way process on this project. This includes the following:

- Reopen files on all unsigned tenants on above tracts.
- Contact all remaining tenants to see if they will sign the leasehold agreement or submit reasonable counter offers to be presented to City for consideration.
- Provide any signed Leasehold Agreements to the City for payment and delivery to NDOR.
- Turn in for condemnation all tenant files with whom an agreement was not reached.
- Work with NDOR to provide any additional information on any other tracts in order to meet the requirements for the R.O.W. Certificate process.

Midwest Right of Way Services Fee: \$4,000

Right of Way Negotiation Coordination: \$ 400

Fees for testimony in condemnation proceedings, if needed, would be considered additional services, including travel and preparation time, and will be billed at our current hourly rates.

4th Amendment Total **\$4,400**

Fees are based on our current hourly rates rendered by our principals, and employees engaged directly on the Project, plus the subconsultant fee.

Billings will be submitted and payable monthly in accordance with the original agreement.

Termination Provisions

- A. The termination provisions of Paragraph 5.3 of the General Provisions of the original agreement apply to this contact amendment.

OLSSON ASSOCIATES

By _____
Matthew M. Rief, PE

By _____
Kevin P. Prior, PE

Accepted this _____ day of
_____, 2008

CITY OF GRAND ISLAND "Client"

ATTEST:

By _____
Margaret Hornady

Title _____
Mayor

Dated: _____

If different from above,

Attest:

RaNae Edwards, City Clerk

Approved as to Form:

Wes Nespor, Assistant City Attorney

R E S O L U T I O N 2008-24

WHEREAS, on November 9, 2004, by Resolution No. 2004-285, the City Council of the City of Grand Island approved an agreement with Olsson Associates of Grand Island, Nebraska, to perform preliminary design services to widen Capital Avenue from the Moores Creek Drainway to Webb Road ; and

WHEREAS, on April 26, 2005, by Resolution No. 2005-131, the City Council of the City of Grand Island approved Amendment #1 to the agreement with Olsson Associates to extend the final design to Webb Road; and

WHEREAS, on April 24, 2007, by Resolution No. 2007-97, the City Council of the City of Grand Island approved Amendment #2 to the agreement with Olsson Associates for additional services related to right-of-way acquisition; and

WHEREAS, on May 22, 2007, by Resolution No. 2007-123, the City Council of the City of Grand Island approved Amendment #3 to the agreement with Olsson Associates for additional appraisal services; and

WHEREAS, additional work beyond the scope of the original agreement related to appraisal services is needed to complete right-of-way acquisition; and

WHEREAS, costs of the additional shall not exceed \$4,400.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to the agreement with Olsson Associates of Grand Island, Nebraska, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form <input type="checkbox"/> _____ January 17, 2008 <input type="checkbox"/> City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G13

**#2008-25 - Approving Acquisition of Public Utility/Drainage
Easement Located at 731 Allen Drive in Meadowlark West Third
and West Fourth Subdivision (Allen Phase III, LLC)**

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

R E S O L U T I O N 2008-25

WHEREAS, a drainage and utility easement is required by the City of Grand Island, from Allen Phase III, LLC, , to construct and maintain the utilities and drainage at 731 Allen Drive in Meadowlark West Third and West Fourth Subdivision; and

WHEREAS, a public hearing was held on January 22, 2008, for the purpose of discussing the proposed acquisition of an easement through Lot 10, Meadowlark West Third Subdivision and in Lot 15, Meadowlark West Fourth Subdivision, all in the City of Grand Island, Nebraska and more particularly described as follows:

Commencing at the Southeast Corner of said Lot 10, Meadowlark West Third Subdivision, said point also being the point of beginning; thence on an assumed bearing of N89°14'26"W on the South Line of said Lot 10, also being on the North Right of Way (R.O.W.) line of Faidley Avenue a distance of 250.58 feet; thence N00°05'53"E a distance of 20.00 feet; thence S89°14'26"E and parallel with the South Line of said Lot 10 a distance of 225.58 feet; thence N00°05'53"E and parallel with the East Line of said Lot 10 a distance of 299.96 feet; thence N00°00'00"E and parallel with the East Line of said Lot 15, Meadowlark West Fourth Subdivision a distance of 249.71 feet to the North Line of said Lot 15, also being the south line of Outlot "A", Meadowlark West Fourth Subdivision; thence S89°52'44"E on said line a distance of 25.00 feet to the Northeast Corner of said Lot 15, Meadowlark West Fourth Subdivision; thence S00°00'00"W on the East Line of said Lot 15 a distance of 249.99 feet; thence S00°05'53"W continuing on the East Line of said Lot 15 a distance of 11.33 feet to the Northeast Corner of said Lot 10, Meadowlark West Third Subdivision; thence continuing S00°05'53"W on the East Line of said Lot 10 a distance of 308.63 feet to the point of beginning. said drainage and utility easement tract contains a calculated area of 18,757 square feet or 0.431 acres more or less.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a drainage and utility easement from Allen Phase III, LLC, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form ☐ _____
January 17, 2008 ☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G14

**#2008-26 - Approving Lease Agreement with Hall County School
District 2 for Police Department Substation**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: January 22, 2008

Subject: Police Department Substation

Item #'s: G-14

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department has maintained a substation in the Plum Creek Station. We are no longer leasing space at the Station. The Department wishes to enter into a contract with the Grand Island Public Schools for space for a substation in the warehouse portion of the School Administration Building at 123 S. Webb Road.

Discussion

The Police Department leased office space in the Plum Creek Station for several years. The office space was used as an off site for officers to process reports and conduct investigations. In addition, the space was used as the office of one investigator due to there being no room in the Public Safety Center. The Police Department ended the lease at Plum Creek Station this year. The station is too close to the Police Department to serve as an effective off site station. The station is less than a mile from the old Police Department site and the new site. Officers working in the west side of the City were required to travel back to the Police Department or to Plum Street Station to do report processing. There is now adequate room in the new Law Enforcement Center for the investigator work station.

The Police Department has been seeking a site in the western part of the City for a substation for officers to process reports and conduct investigations. Such a site can reduce the amount of time an officer needs to travel and increase efficiency. The Grand Island Public Schools has agreed to lease an office in the warehouse portion of the School Administration Building at 123 S. Webb Road to the Police Department for one dollar per year for use as an off site substation.

This site meets the requirements the Police Department is looking for in a new substation. It is further west and located in a busy area of the City. There is excellent ingress and

egress to the site on Highway 30, Old Potash, or Webb Roads. The office space and restrooms are adequate for our needs. We recommend acceptance of the lease contract.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the lease agreement to lease office space at 123 S. Webb Road from the Hall County School District 2, Grand Island Public Schools for a Police Department substation.

Sample Motion

Move to approve the contract for the lease of office space at 123 S. Webb Road from Hall County School District 2 for a Police Department substation.

LEASE AGREEMENT

THIS LEASE, dated January 10, 2008, is made by and between Hall County School District 2, hereinafter referred to as "Landlord" and the City of Grand Island Police Department, hereinafter referred to as "Tenant".

1. **Premises**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord upon the terms and conditions set forth herein that part of the office space in Landlord's building located at 123 S. Webb Road, Grand Island, NE 68803, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as "the Premises".

2. **Term, Effective Date, Renewal, Termination**. The term of this Lease shall be one year from the effective date. The effective date of this Lease shall be February 1, 2008. Landlord shall deliver possession of the Premises to Tenant on the effective date. This Lease shall automatically renew without further notice from Landlord. The Landlord or Tenant may terminate this Lease, without cause, with a (60) day written notice.

3. **Rental**. Tenant shall pay to Landlord, as rental for the Premises during the term of this Lease, the sum of One Dollar (\$1.00) annually. All rents shall be payable to the Landlord at its business office, Attention Director of Business, 123 S. Webb Road, P.O. Box 4904, Grand Island, NE 68802.

4. **Use of Premises**. The Premises may be occupied and used by Tenant for the purpose of office space. Tenants shall not keep or have character that might increase the danger of fire on the Premises, nor may Tenant do anything on the Premises that will increase the rate of fire insurance on the building and improvements constituting a part of the Premises. Tenant shall not violate any zoning law or any law, rule or regulation of the Nebraska Department of Health or any other governmental body having jurisdiction over the use of the premises. Tenant shall take good care of the Premises and shall maintain the Premises in a clean and orderly condition, free of debris, rubbish, trash and other objectionable matter.

5. **Condition of the Premises**. Landlord hereby represents and warrants that the Premises, including all equipment and improvements situated thereon, are structurally sound, are in compliance with applicable laws and regulations, and are generally suitable for the uses and purposes permitted by this Lease.

Tenants shall indemnify and hold landlord harmless from any loss, damage, claim, fine, penalty, or expense, including reasonable attorney fees, suffered or incurred by Landlord as a result of any activity of the Tenant on the Premises which results in liability to Landlord under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, or any other federal, state or local law, ordinance or regulation for the protection of persons or the environment regarding any activity of Tenant occurring with respect to the Premises after the Effective Date.

6. **Signs and Tenant Improvements**. Tenant may, with Landlord's consent, erect such signs over a freight door at the Premises as is reasonably necessary to apprise the public of Tenant's business. Tenant shall remove such signs at the expiration of the term of this Lease. Upon termination of this Lease Tenant shall, if requested by Landlord, remove any improvements, machinery, equipment, and structures placed on the Premises by Tenant after the Effective Date hereof, and Tenant shall repair any damage caused to the Premises by such removal. Any such improvements not required to be removed by Tenant, shall within sixty (60) days following the termination of this Lease become the property of landlord and shall not be removable by Tenant.

Tenant shall:

- A. Tenant will have separate locks for this designated area with the Landlord having access for maintenance and emergency use only.

- B. Tenant, shall within (60) days following the termination of this Lease remove all machinery, equipment, and personal property or forfeit said machinery, equipment, and personal property to the Landlord.

7. **Maintenance and Repairs.** Tenant shall pay all expense for repair of improvements installed by Tenant. Landlord shall maintain and repair, at its sole expense, the roof and all structural components of the building, and in addition, shall make all repairs to the surfaces and outside areas of the Premises, unless due to excessive wear and tear caused by Tenant.

8. **Insurance.**

8.1 **Insurance on the Premises.** Landlord agrees that it will keep the leased improvements and structures on the Premises insured against loss or damage by fire and extended coverages. Such insurance shall be issued by financially responsible insurers duly authorized to do business in the state of Nebraska and shall contain the standard waiver of subrogation. As to any insurable risks of loss or damage to the Premises not required to be insured hereunder, Landlord shall bear the cost of the same. Landlord shall be deemed to be self-insurer as to the deductible or any co-insurance applicable to such insurance coverage, and shall pay any deductible or co-insurance amount applicable in the event of such loss or damage.

8.2 **Tenant's Insurance.** Tenant agrees to maintain, at its own expense, property insurance on a form commonly known as the "special coverages" form, which includes malicious mischief and vandalism insurance on Tenant's property located at the premises, including inventory, which insurance policy shall contain the standard waiver of subrogation clause, and Tenant will, upon request by Landlord, provide Landlord with a certificate of insurance properly executed by its insurance company evidencing such coverage.

8.3 **Waiver of Subrogation.** The parties hereby release each other, and their respective officers, employees, and agents, from all claims for damage to the Premises and to the fixtures, personal property, equipment, and improvements of either Landlord or Tenant, in or on the Premises, notwithstanding that any such loss or damage may be due to or result from the negligence of either of the parties or their respective officers, employees, or agents. However, such waiver shall not be enforced in the event and to the extent that the same is contrary to Nebraska law or prohibited by the applicable policy or policies.

9. **Indemnity.**

9.1 **Insurance Requirements.** For purposes of this Section, The parties agree during the term hereof to maintain adequate public liability and other insurance, with reputable insurance companies as hereinafter set forth, and, upon request, to furnish each other with certificates of insurance properly executed by their respective insurance companies evidencing such fact, and requiring their respective insurers to give at least thirty (30) days notice to the other party in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by both parties shall be as follows:

A. Comprehensive General Liability Insurance, including contractual liability coverage as respects this Lease, against claims for bodily injury, including death, and property damage occurring in or about the Premises, affording as a minimum single limit protection of TWO MILLION DOLLARS (\$2,000,000) with respect to bodily injury or death and property damage occurring or resulting from one occurrence; and

B. Worker's Compensation in accordance with the statutory requirements of the state in which the Premises are located, and employer's liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000), each party providing coverage for its own employees.

9.2 Indemnity by Tenant. Tenant agrees to indemnify and hold harmless Landlord, its Board of Education, officers, agents, and employees from and against all third party claims of whatever nature from any act or omission arising from negligence of Tenant, of Tenant's agents, officers, or employees, or arising from any accident, injury, or damage whatsoever caused to any such third party, or to the property of any third party, occurring during the terms of this Lease in or about the Premises, or arising from any accident, injury, or damage occurring outside the Premises where resulted from an act or omission on the part of Tenant or its agents, officers, or employees.

9.3 Indemnity by Landlord. Landlord agrees to indemnify and hold harmless Tenant from and against all third-party claims arising from any act or omission caused by negligence of Landlord, its Board of Education, officers, agents, or employees, arising from any accident, injury, or damage whatsoever caused to any such third party, or to the property of any third party, occurring during the term of this Lease in or about the Premises resulting from negligence on the part of the Landlord, its Board of Education, officers, agents or employees.

9.4 Cost and Expenses. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities in or in connection with any such claim or proceeding brought thereon and the defense thereof, including reasonable attorney fees.

10. Surrender. On the last day of the term hereof, or upon any sooner termination as provided herein, Tenant shall surrender the Premises to landlord in substantially the same condition as when received, ordinary wear and tear, natural deterioration beyond the control of Tenant, and damage by fire, or other casualty or act of God excepted, and except for those conditions for which Landlord had the obligation of maintenance and repairs.

11. Eminent Domain. If all or part of the Premises is condemned for any public use or purpose by any legally-constituted authority, then Landlord or Tenant may elect to: (1) terminate this Lease effective as of the time of taking by such authority, and rental shall be accounted for between Landlord and Tenant may elect to: (1) Terminate this Lease effective as of the time of taking by such authority, and rental shall be accounted for between Landlord and Tenant as of such date; or (2) continue this Lease with regard to the portion of the Premises not taken, in which event the rental shall be equitably reduced in proportion to the area so taken and its effect on Tenant's use, and Landlord shall restore the remaining portion of the Premises at its own expense to the extent necessary to render the Premises suitable for the purposes for which they were leased, and make all repairs to the extent reasonably necessary to constitute the building and improvements a complete architectural and functional unit, and to restore the Premises as nearly as possible to their prior condition.

12. Casualty to Premises. If the improvements or the Premises shall be damaged or destroyed by fire or other casualty so that the Premises shall be untenable or unsuitable for the conduct of Tenant's business, this Lease shall terminate as of the occurrence of such damage or destruction, and all rents and other charges shall be adjusted and prorated.

13. Taxes. Landlord shall pay before delinquent all property taxes and as valorem taxes that are levied against the Premises and/or Landlord's personal property installed or located in or about the Premises which are assessed or payable during the primary or any renewable term of this lease. Landlord shall not be liable for any taxes on Tenant's personal or other property located on or at the Premises.

14. Utilities. Any utility charges are calculated into the annual rental cost.

15. Quiet Enjoyment and Access to Premises. As long as Tenant is not in default under any of the terms and conditions of this Lease, Tenant shall peaceably hold and quietly enjoy the Premises, and shall have the right of ingress and egress to and from the Premises. Landlord shall have such right of access to the Premises as is reasonably necessary to inspect or repair the

Premises from time to time at such times as are reasonable; PROVIDED, HOWEVER, Landlord shall not unreasonably interfere with or disrupt Tenant's business operations in so doing.

16. Remedies.

A. Default by Landlord. In the event that Landlord shall fail or neglect to keep and perform any of the covenants or agreements in this Lease on the part of Landlord to be kept and performed, Tenant shall forward written notice of such default by US Certified Mail, addressed to Landlord as hereinafter set forth, and Landlord agrees that if it be in default as set forth in such notice, it will cure such default within thirty (30) days after the date of receiving such notice (or in the event such default is of such a character as to require more than thirty (30) days to cure, Landlord shall commence to cure such default within thirty (30) days and proceed with such cure with reasonable diligence). In the event Landlord shall fail to cure such default as herein set forth, Tenant may at its election, in addition to all other remedies now or hereafter afforded or provided by law, terminate this Lease.

B. Default by Tenant. In the event Tenant shall default in any of the terms and provisions of this Lease other than payment of rent, Landlord shall forward written notice of such default by US Certified Mail, addressed to Tenant as hereinafter set forth, and Tenant agrees that if it be in default as set forth in such notice, it will cure such default within thirty (30) days after the date of receiving such notice (or in the event such default is of such a character as to require more than thirty (30) days to cure, Tenant shall commence to cure such default within thirty (30) days and proceed with such cure with reasonable diligence). In the event Tenant shall fail to cure such default as herein set forth, Landlord may cure such default, and the cost and expense thereof shall be deemed to be additional rent to be paid by Tenant on the next day when fixed monthly rental shall become due and payable, together with interest thereon at the legal rate from and after the date of such expenditure by Landlord. If, however, after due notice to Tenant of an opportunity to cure a default, Tenant should refuse to cure the same, Landlord may, at its option, terminate this Lease.

In the event Tenant shall, except as provided herein, default in the payment of rent when due, Landlord may forward written notice of such default by US Certified Mail, addressed to Tenant as provided herein, and failure on the part of Tenant to cure such default within five days after the date of receiving said notice shall, at the option of Landlord, be cause of termination of this Lease.

17. Notices. All notices under this Lease must be in writing and either hand-delivered or sent by US Certified Mail, postage prepaid, or Express Mail or other overnight service providing a receipt for delivery, addressed as follows:

LANDLORD: Hall County School District 2
Attn.: Director of Business
123 South Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

TENANT: City of Grand Island
Police Department
P.O. Box
Grand Island, NE 68803

18. Shared Use. Tenant acknowledges that a portion of the warehouse building adjacent to the Premises shall be occupied by Landlord and other Tenants (hereinafter referred to as the "Other Tenants"). At the commencement of the Lease and at all times thereafter, when reasonably requested by Landlord, Tenant shall provide to Landlord a statement acknowledging that Tenant is fully aware and knowledgeable that Landlord and Other Tenants may use the

warehouse building as a facility to store and handle various goods and products and engage in activities related thereto; and that the storage, handling and sale of these products is regulated by Federal, State and local environmental laws and, further, that this products can generate odors, fumes, vapors, dust and other known and unknown effects. Tenants shall indemnify, defend and hold Landlord, its Board of Education, officers, employees, invitees and agents claiming any expense, loss, damage or other injury ("Claim") by Tenant and any party claiming by or through Tenant including, without limit, any claim by any of Tenant's employees, invitees or other person coming on or to the property for the purposes associated with Tenant's business, which Claim alleges injury as a result of the use of the property by Tenant or any successor or assign in the manner described herein.

19. Additional Provisions.

A. One or more waivers by either party of any covenant or condition of this Lease shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. The consent or approval given by either party with respect to the act of another party requiring such consent or approval shall not be deemed to be a waiver of, or to render unnecessary, further consent to or approval or any subsequent similar act by a party.

B. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. The laws of the state of the location of the Premises shall govern the interpretation, validity, performance and enforcement of this Lease.

C. This Lease contains all of the agreements and conditions made between Landlord and Tenant with regard to the Premises, and may not be modified orally or in any other manner than by an agreement in writing signed by the parties or their respective successors in interest.

D. The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

E. Time is of the essence of this Lease and of all provisions contained herein.

F. Tenants may, at its option and expense, install additional lighting fixtures in the demise Premises. Tenants shall, at Tenant's expense, maintain all lighting fixtures in the Premises. Upon termination of this lease, all lighting fixtures installed by Tenants shall become the property of Landlord.

G. Tenants shall maintain the restrooms in a clean and good working condition at all times during the term of this Lease.

H. Tenant may, at its sole cost and expense, place a "knock down" office within the Premises, so long as the same meets all building and applicable codes for occupancy for such use. Upon termination of the lease, such "knock down" office shall be removed by Tenant as Tenant's property.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LANDLORD:
Hall County School District 2

TENANT:
City of Grand Island – Police Department

By 
Its Board President

By: _____
Its Mayor

RESOLUTION 2008-26

WHEREAS, the Police Department is in need of a substation located in the west side of the City to increase efficiency by reducing officer travel time to prepare reports and conduct investigations; and

WHEREAS, space is available at 123 South Webb Road, in the warehouse portion of the School Administration Building for a satellite office for the Grand Island Police Department; and

WHEREAS, a lease is necessary setting out the terms and conditions for utilizing such office space for a period of one year; and

WHEREAS, the proposed lease has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Lease by and between the Grand Island Police Department and the Hall County School District No. 2 for the use of the School Administration Building as a satellite police station is hereby approved; and the Mayor is hereby authorized and directed to execute such lease on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ? _____ January 17, 2008 ? City Attorney
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City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G15

**#2008-27 - Approving Grant Funding and Related Appropriation
for Hike/Bike Trail Construction**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks & Recreation Director

Meeting: January 22, 2008

Subject: Approving Grant Funding and Related Appropriation for Hiker/Biker Trail Construction

Item #'s: G-15

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

Background

Before fiscal 2007 ended, the City had been informed of its award of a grant for hike/bike trail development. At the end of fiscal year 2007, The Parks and Recreation Department and City Finance encumbered \$62,000 in the Capital Projects Fund to provide for the required city match. As the U.S. Corp of Engineers had not approved the final disposition of the grant, we were reluctant to put figures in the 2008 budget.

Discussion

The grant award is for funds of \$347,907. Some design work was incurred in 2007, leaving a projected cost to complete of \$374,600 and a remaining encumbrance for this project of \$27,515. Thus, there is no financial impact on the Capital Projects budget, as the grant revenues and encumbrance offset the costs. However, neither the revenue nor appropriation for the trails is in the 2008 budget. At the same time, we have encountered a significant delay in the property acquisition for the Capital Avenue Widening project, which makes it extremely unlikely that anywhere near the \$3.9 million budgeted for that project will be spent in this fiscal year. Therefore, council is asked to approve the appropriation for hike/bike trails of \$348,000 to be funded from unbudgeted grant monies and carryover encumbrance.

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 the appropriation to spend new grant monies for hike/bike trails, without increasing total project spending.

Sample Motion

Move to approve the Resolution to increase budgeted spending for the Hike/Bike Trails by \$374,600, with no total budget increase for the Capital Projects Fund.

R E S O L U T I O N 2008-27

WHEREAS, prior to the end of fiscal year 2007, the City of Grand Island was awarded a grant in the amount of \$347,907.00 for further development of the Hike/Bike Trail; and

WHEREAS, the Parks and Recreation Department encumbered the required match of \$62,000.00 at the end of fiscal year 2007 out of the Capital Projects budget; and

WHEREAS, projected costs to complete work for the Hike/Bike trail are in the amount of \$374,600.00, and neither these costs or the grant revenue was budgeted for. An encumbrance in the amount of \$27,515.00 remains, which will leave no financial impact on the Capital Projects budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the appropriation of grant monies for the Hike/Bike Trail in the amount of \$374,600.00, with the encumbrance, will not cause a budget increase for the Capital Projects Fund, and is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G16

**#2008-28 - Approving Payment to Bones Trucking for Red
Diamond Agrilime**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: January 22, 2008

Subject: Approve Payment to Bones Trucking for Red Diamond Agrilime

Item #'s: G-16

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

Background

Three prices for the purchase and delivery of Red Diamond Agrilime, a sportsfield conditioner, were secured by the Park Maintenance Division of the Park and Recreation Department. The low bid was provided by Bones Trucking, of Ottawa, Kansas and a purchase order was issued for \$19,695.00 for 325 tons of product.

Discussion

A total of 15 loads were delivered to the Webb Road Athletic Complex. The final two loads were received and spread on the fields in December. The final two loads put the total amount of product over the original purchase order by \$1,803.94. As this over-run exceeded the \$20,000.00 purchase order threshold, it is necessary for Council to authorize the payment of the additional \$1,803.94.

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 allow for a purchase order to be issued to Bones Trucking in the amount of \$1,803.94.

Sample Motion

Move to approve payment of an additional \$1,803.94 to Bones Trucking.

RESOLUTION 2008-28

WHEREAS, quotes were secured by the Parks Maintenance Division of the Parks and Recreation Department for the purchase and delivery of a sportsfield conditioner, Red Diamond Agrilime; and

WHEREAS, Bones Trucking of Ottawa, Kansas submitted the low quote at a price of \$19,695.00 for 325 tons of product; and

WHEREAS, cost of the product exceeded the original purchase price of \$19,695.00 by \$1,803.94 and therefore, council approval is needed to authorize payment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that payment of the remaining balance of \$1,803.94 to Bones Trucking of Ottawa, Kansas for the purchase and delivery of Red Diamond Agrilime is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G17

**#2008-29 - Approving Extension of Interlocal Agreement with Hall
County for Keno Games**

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale M. Shotkoski, City Attorney

Meeting: January 22, 2008

Subject: Extension of Interlocal Agreement with Hall County for Keno Games

Item #'s: G-17

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

Background

Fonner Keno, Inc., is the operator of the Keno lottery authorized by the City of Grand Island/Hall County Interlocal Cooperation Agreement. The Interlocal Agreement and Operator Agreement have been in place for a number of years. In 2002, the City Council extended both agreements for five years from December 31, 2003, to December 31, 2008. The action at that time included renewal provisions for an additional five years.

Discussion

The existing Interlocal Cooperation Agreement and Agreement with Fonner Keno, Inc., provides that the term of the Interlocal Cooperation Agreement shall automatically renew for an additional five year term unless either party gave notice twelve months prior to the renewal to Fonner Keno. The Fonner Keno Agreement automatically renewed as of January 1, 2008, for five years from December 31, 2008 to December 13, 2013.

Alternatives

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

1. Move to ratify the extension of the Fonner Keno Agreement to December 31, 2013.
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 Council adopt a resolution and ratify the five year extension of the Fonner Keno, Inc. Agreement.

Sample Motion

Move to ratify the five year extension of the Fonner Keno, Inc. Agreement.

MODIFICATION AND EXTENSION

OF

INTER-LOCAL COOPERATION AGREEMENT
COUNTY OF HALL AND CITY OF GRAND ISLAND

THIS MODIFICATION AND EXTENSION OF INTER-LOCAL COOPERATION AGREEMENT COUNTY OF HALL AND CITY OF GRAND ISLAND is made and executed this _____ day of _____, 2008 by and between the County of Hall ("the County") and the City of Grand Island ("the City").

RECITALS

WHEREAS, the County and the City entered into a Inter-Local Cooperation Agreement dated March 23, 1993 (hereinafter referred to as "the Inter-Local Agreement") for the operation and control by the County of a lottery games or games within Hall County and the City of Grand Island, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference; and

WHEREAS, the term of the Inter-Local Agreement expires on or about December 31, 2008; and

WHEREAS, the County and the City desire to extend the term of the Inter-Local Agreement to December 31, 2013 upon the same terms and conditions except as hereinafter further amended and modified; and

WHEREAS, the County and the City desire to enter into this Modification and Extension of Inter-Local Cooperation Agreement County of Hall and City of Grand Island to provide for the extension of the term of the Inter-Local Agreement to December 31, 2013 and to further amend and modify the terms of the Inter-Local Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree and contract as follows:

1. EXTENSION OF INTER-LOCAL AGREEMENT. The County and the City agree that the term of the Inter-Local Agreement shall be extended to December 31, 2013.

2. MODIFICATION OF INTER-LOCAL AGREEMENT. The County and the City further agree that the Inter-Local Agreement shall be further amended and modified as of the date of this Modification and Extension of Inter-Local Cooperation Agreement County of Hall and City of Grand Island as follows:

2.1 Paragraph 1 of the Inter-Local Agreement is hereby amended to read as follows:

"1. DURATION

The term of this Agreement shall expire December 31, 2013 unless sooner terminated as hereinafter provided. Upon expiration of any term, this Agreement shall automatically renew for an additional five year term unless terminated as hereinafter provided."

3. OTHER TERMS AND PROVISIONS. Except as specifically modified by this Modification and Extension of Inter-Local Cooperation Agreement County of Hall and City of Grand Island, all other terms and provisions of the Inter-Local Agreement previously executed by and between the County and the City shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Modification and Extension of Inter-Local Cooperation Agreement County of Hall and City of Grand Island.

COUNTY OF HALL, A political
subdivision of the State of Nebraska

By: _____
Chairman

Attest: _____
Clerk

"COUNTY"

CITY OF GRAND ISLAND, A municipal
corporation of the State of Nebraska

By: _____
Mayor

Attest: _____
City Clerk

"CITY"

19-1/191325

MODIFICATION AND EXTENSION
OF
LOTTERY OPERATOR AGREEMENT

THIS MODIFICATION AND EXTENSION OF LOTTERY OPERATOR AGREEMENT made and executed this _____ day of _____, 2008 by and between Fonner Keno, Inc., a Nebraska corporation, incorporated under the Nebraska Business Corporation Act (hereinafter referred to as "Contractor"), and the County of Hall, Nebraska, a body politic and corporate, duly organized as a county within the State of Nebraska under the Constitution and laws of the State of Nebraska (hereinafter referred to as "County").

RECITALS

WHEREAS, the Contractor and the County entered into a Lottery Operator Agreement dated March 23, 1993 (hereinafter referred to as "the Lottery Operator Agreement") for the conduct by Contractor of a keno-type lottery in the County, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference; and

WHEREAS, the Lottery Operator Agreement has been amended or modified from time to time by the mutual consent of the Contractor and the County; and

WHEREAS, the term of the Lottery Operator Agreement expires on or about December 31, 2008; and

WHEREAS, the County and the Contractor desire to extend the term of the Lottery Operator Agreement, as heretofore amended, to December 31, 2013 upon the same terms and conditions except as hereinafter further amended and modified; and

WHEREAS, the County and the Contractor desire to enter into this Modification and Extension of Lottery Operator Agreement to provide for the extension of the term of the Lottery Operator Agreement, as heretofore amended, to December 31, 2013 and to further amend and modify the terms of the Lottery Operator Agreement, as heretofore amended.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree and contract as follows:

1. EXTENSION OF LOTTERY OPERATOR AGREEMENT. The County and the Contractor agree that the term of the Lottery Operator Agreement, as amended, shall be extended to December 31, 2013.

2. MODIFICATION OF LOTTERY OPERATOR AGREEMENT. The County and the Contractor further agree that the Lottery Operator Agreement, as amended, shall be further amended and modified as of the date of this Modification and Extension of Lottery Operator Agreement as follows:

2.1 Paragraph 6.1 of the Lottery Operator Agreement is hereby amended to read as follows:

"6.1 The term of this Agreement shall extend to December 31, 2013."

2.2 Paragraph 28.1 of the Lottery Operator Agreement is hereby amended to read as follows:

"28.1 In the event that the Interlocal Cooperation Contract dated March 23, 1993, by and between the County and the City, is renewed for a five (5) year term from and after December 31, 2013, the County shall have the right to renew this Agreement for an additional term of five (5) years from and after December 31, 2013 upon the mutual agreement of the County and the Contractor."

3. OTHER TERMS AND PROVISIONS. Except as specifically modified by this Modification and Extension of Lottery Operator Agreement, all other terms and provisions of the Lottery Operator Agreement, as heretofore amended, previously executed by and between the Contractor and the County shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Modification and Extension of Lottery Operator Agreement.

FONNER KENO, INC.,
A Nebraska Corporation

By _____
Its President

"CONTRACTOR"

COUNTY OF HALL, NEBRASKA, A
Body Politic and Corporate,
duly organized as a county
within the State of Nebraska,
under the Constitution and
laws of the State of
Nebraska

By _____
Its Chairman

"COUNTY"

19-1/191336

RESOLUTION 2008-29

WHEREAS, the City of Grand Island entered into an Interlocal Cooperation Agreement with the County of Hall on March 23, 1993, for the operation and control by the County of a lottery game or games within Hall County; and

WHEREAS, the term of the Interlocal Agreement expires on December 31, 2008; and

WHEREAS, the County has requested that such agreement be amended and extended to December 31, 2013, with an option for an additional five year term.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the modification and extension of the Interlocal Cooperation Agreement by and between the County of Hall and the City of Grand Island to extend and amend the expiration date of the contract to December 31, 2013, with an option for an additional five year term.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G18

#2008-30 - Approving Response to the Nebraska Public Service Commission Regarding Wireless Cost Recovery to Carriers for Phase II E911 Service

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: January 22, 2008

Subject: Response to Public Safety Commission Request for
Comment on Cost Recovery for Phase II Enhanced 911

Item #'s: G-18

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

The Public Safety Commission has requested public safety answering points (PSAPs) to comment regarding cost recovery to wireless carriers for the implementation of Phase II Enhanced 911 service. Phase II Enhanced 911 is the ability to identify the location of a 911 caller, transmit that location to a PSAP, and the PSAP's ability to map it.

Nebraska's Enhanced Wireless 911 Fund consists of surcharges collected from wireless carriers to be used by the state for costs incurred or to be incurred for the implementation of Phase II capabilities. It is this fund that has purchased the technological upgrades for the Grand Island Emergency Communications (GIEC) to prepare itself for receiving Phase II data from wireless carriers. Recently, following these upgrades, the GIEC sent a formal request to wireless carriers to implement Phase II. Carriers have 6 months to comply.

PSAPs have expressed concern to the Commission that wireless carriers may invoice PSAPs directly for certain costs necessary to implement Phase II 911 service. The Commission is seeking comment on the following issues:

1. Whether the Commission has jurisdiction with respect to cost recovery for wireless carriers for implementation of enhanced wireless 911 service in Nebraska.
2. Whether cost recovery by wireless carriers directly from PSAPs, municipalities or counties requesting Phase II service is permissible under federal and state law.
3. Whether receipt for funding by wireless carriers from the state's Enhanced Wireless 911 Fund should preclude cost recovery directly from PSAPs if it is determined that such cost recovery is permissible.
4. Whether receipt of cost recovery by wireless carriers from sources other than the Fund, including but not limited to wireless users, municipalities, counties, other state or

federal funds, should be a factor used in determining the level of funding received by wireless carriers from the Fund.

Comments are due to the PSC by January 31, 2008

Discussion

As you may know, PSAPs may collect surcharges from landline phone companies to fund 911 services. In Hall County, surcharges on landlines are collected and managed by the County exclusively for the provision of 911 services in this county through the E911 Special Revenue Fund located in the City of Grand Island budget.

However, in the State of Nebraska, the Public Service Commission collects all surcharges from wireless carriers into the aforementioned Enhanced Wireless 911 Fund. In turn, this money is used by the State to make purchases of software and equipment, and even pay certain maintenance costs on behalf of PSAPs with regards to providing wireless 911 services.

Following discussions with both the City and County, we have drafted a letter that expresses the following:

We agree that the Public Service Commission (PSC) has jurisdiction regarding issues of wireless cost recovery.

We agree that wireless carriers must not turn to local PSAPs, municipalities or counties for wireless cost recovery because the method of funding such recovery is not collected at the local level.

We recommend that any request for cost recovery by wireless carriers be issued to the PSC for their deliberation and possible funding through the Enhanced Wireless 911 Fund, according to all applicable laws and FCC rules and regulations.

We recognize that cost recovery is intended to upgrade older equipment and resources to appropriate capabilities and recommend that if any cost recovery is provided by the PSC to wireless carriers, it should fund upgrades only to pre-existing resources, and not to resources constructed, expanded, or purchased after a formal request for Phase II service by the PSAP. Following the update of this pre-existing equipment, cost recovery should cease and these funds should not be applied to future resources due to normal replacement, expansion, etc.

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 adopt this resolution and forward these comments to the Public Safety Commission.

Sample Motion

Move to approve Resolution #2008-30 and forward to the Public Safety Commission.

RESOLUTION 2008-30

WHEREAS, the Public Service Commission for the State of Nebraska collects all surcharges from wireless carriers into an Enhanced Wireless 911 Fund; and

WHEREAS, wireless surcharges collected are used by the State of Nebraska to purchase software and equipment and to pay certain costs of behalf of Public Safety Answering Points (PSAPs) to provide wireless 911 services; and

WHEREAS, the Public Service Commission has jurisdiction regarding cost recovery to wireless carriers for the implementation of Phase II Enhanced 911 service; and

WHEREAS, the City of Grand Island is recommending to the Public Service Commission that all FCC Rules and Nebraska Revised Statutes be taken into account in defining and limiting the amount of cost recovery; and

WHEREAS, the City of Grand Island recommends that any costs recovered should only apply to equipment and software that was in place before the Phase II Enhanced 911 service was requested by the PSAP and that any cost recovery that is allowed only be allowed from the funds collected by the State of Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that this Resolution be adopted by the City Council and the Mayor of Grand Island, Nebraska, and that the Resolution be forwarded to the Public Safety Commission.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 17, 2008	☐ City Attorney



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item H1

**Approving Referral of the One & Six Year Street Improvement
Program to the Regional Planning Commission**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: January 22, 2008

Subject: Approving Referral of the One & Six Year Street Improvement Program to the Regional Planning Commission

Item #'s: H-1

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

Background

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

Discussion

The attached draft 1 & 6 year Street Improvement Program will be reviewed by the RPC and come back to the City Council for discussion, modification, and adoption in February. Administration recommends that the draft be referred to the Regional Planning Commission.

Our recommendation for the review of the proposed plan is as follows:

- Tuesday, January 22, 2008 - City council refers the plan to the Regional Planning Commission
- Wednesday, February 6, 2008 – Regional Planning Commission conducts a Public Hearing and forwards a recommendation to the City Council
- Tuesday, February 12, 2008 – City Council hears a presentation from staff, conducts a Public Hearing, and passes a Resolution adopting the plan
- Prepare and submit the report to the Nebraska Department of Roads by March 1, 2008

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 refer the One and Six Year Street Improvement Program to the Regional Planning Commission.

Sample Motion

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

2008 Construction Season						
(All costs in \$1,000s)						
No.	Project Description	Total Project	State Federal Other	City STP	City G.O. Bond	City Cap. Impr. Fund
Street Construction						
M310- 490	Annual Paving Petition Program (2008)	\$200			\$200	
M310- 500	Widen Capital Avenue - Moores Creek Drainway to Webb Road - Construction	\$4,500	\$3,375			\$1,125
M310- 351	Hwy 30 - Grant to Greenwich - NDOR Project (FY 2007)	\$5,322	\$4,258	\$1,064		
M310- 508	Wasmer Cell Construction	\$735	\$588			\$147
M310- 537	Realign Walnut Middle School entrance with 15th St. & install traffic signal	\$270	\$270			
M310- 407	S. Locust - HWY 34 to I-80 - Additional Landscaping	\$60	\$48			\$12
Street Resurfacing						
M310- 491	Annual Resurfacing Program (2008)	\$750				\$750
Drainage & Flood Control						
M310- 493	Concrete Lining of Drainage Ditches(2008)	\$50				\$50
M310- 461	Moores,Prairie, & Silver Creek Flood Control - Construction for Northwest Grand Island	\$825	\$450			\$375
M310- 514	Detention Cell/Ditch Restoration	\$50				\$50
M310- 382	Moores Creek Drainage - along North Road from Rogers Well to S. of Old Potash HWY	\$209				\$209
Other						
M310- 385	Geographic Information System (Continued development and maintenance)	\$25				\$25
M310- 515	Railroad Quiet Zone	\$150				\$150
M310- 389	Hike/Bike Trail Const. along Floodway - Hall County Park to S. Locust	\$435	\$348			\$87
TOTALS		\$13,581	\$9,337	\$1,064	\$200	\$2,980

2009 Construction Season						
(All costs in \$1,000s)						
No.	Project Description	Total Project	State Federal Other	City STP	City G.O. Bond	City Cap. Impr. Fund
Street Construction						
M310- 501	Annual Paving Petition Program (2009)	\$750			\$750	
M310- 409	S. Locust Grading and Median Drains for New Lanes	\$875		\$700		\$175
M310- 341	S. Locust I-80 to Floodway, Surfacing New Lanes	\$3,314		\$2,651		\$663
M310-	Construct Left Turn Lane on North Road @ NW High School	\$56				\$56
M310- 535	Realign Barr Mid. School entrance with Riverside Dr & signal @ Stolley/Adams	\$360	\$306			\$54
M310- 487A	Stolley Park Rd widening, Locust to Fonner Park Ent. (Eng Design & ROW)	\$150				\$150
M310- 545	Traffic Signal @ Rae Road/HWY 281	\$135				\$135
M310- 353	Faidley Ave. - Moores Creek Ditch to North Rd.	\$1,250			\$1,250	
M310- 538	Round-a-bout - Capital Ave/North Rd Intersection	\$360				\$360
M310- 458	Traffic Signal - HWY 281/Wildwood Dr.	\$170	\$85			\$85
Street Resurfacing						
M310- 503	Annual Resurfacing Program (2009)	\$500				\$500
Drainage & Flood Control						
M310- 485	PVIP Cells & Drainage Independence Avenue	\$127				\$127
M310- 507	Drainage(Design/ROW)	\$80				\$80
M310- 505	Concrete Lining of Drainage Ditches(2009)	\$50				\$50
M310- 461	Moores,Prairie, & Silver Creek Flood Control - Construction	\$825	\$450			\$375
M310- 516	Detention Cell/Ditch Restoration	\$50				\$50
Other						
M310- 385	Geographic Information System (Continued development and maintenance)	\$25				\$25
M310- 408	Hike/Bike Bridge Superstructure over two Platte River Channels	\$390	\$312			\$78
M310- 518	Railroad Quiet Zone	\$150				\$150
M310- 447	Hike/Bike Trail Construction - State St. to Veterans Home	\$600	\$480			\$120
TOTALS		\$10,217	\$1,633	\$3,351	\$2,000	\$3,233

2010 Construction Season						
(All costs in \$1,000s)						
No.	Project Description	Total Project	State Federal Other	City STP	City G.O. Bond	City Cap. Impr. Fund
Street Construction						
M310- 519	Annual Paving Petition Program (2010)	\$750			\$750	
M310- 533	Husker Highway Widening - from 1/4 Mi. west of HWY 281 easterly to Highway 281	\$1,200		\$900		\$300
M310-	Intersection Improvements @ North Rd & Stolley Park Rd near UPRR	\$146				\$146
M310- 487	Stolley Park Rd widening, Locust to Fonner Park Entrance (Construction)	\$1,200			\$1,200	
M310- 267	Two Bridge Replacements - Blaine @ Wood River (Construction)	\$250	\$120			\$130
M310- 540	Intersection Improvements @ 13th & North Road	\$300				\$300
Street Resurfacing						
M310- 522	Annual Resurfacing Program (2010)	\$500				\$500
Drainage & Flood Control						
M310- 523	Annual Major Drainage Development (2010)	\$300				\$300
M310- 524	Concrete Lining of Drainage Ditches(2010)	\$50				\$50
M310- 461	Moore's, Prairie, & Silver Creek Flood Control - Construction	\$825	\$450			\$375
M310- 525	Detention Cell/Ditch Restoration	\$50				\$50
M310- 485	PVIP Cells & Drainage	\$272				\$272
M310- 507	Independence Ave. Drainage (Construction)	\$350				\$350
Other						
M310- 385	Geographic Information System (Continued development and maintenance)	\$25				\$25
M310- 527	Misc. Safety Enhancements	\$150				\$150
M310- 431	Hike/Bike Trail Construction, S. Locust - Floodway to I-80	\$600	\$480			\$120
TOTALS:						
		\$6,968	\$1,050	\$900	\$1,950	\$3,068

2011 Construction Season						
(All costs in \$1,000s)						
No.	Project Description	Total Project	State Federal Other	City STP	City G.O. Bond	City Cap. Impr. Fund
Street Construction						
M310- 541	Annual Paving Petition Program (2011)	\$750			\$750	
M310- 89	Capital Ave - Webb to Broadwell Ave	\$1,000				\$1,000
M310- 498	S. Locust - Illumination Lighting S. City Limits to I-80	\$1,000		\$800		\$200
M310- 521	Swift Road - WWTP to Shady Bend Rd	\$450				\$450
Street Resurfacing						
M310- 542	Annual Resurfacing Program (2011)	\$500				\$500
Drainage & Flood Control						
M310- 543	Annual Major Drainage Development (2011)	\$300				\$300
M310- 544	Concrete Lining of Drainage Ditches(2011)	\$50				\$50
M310- 461	Moore's, Prairie, & Silver Creek Flood Control - Construction	\$825	\$450			\$375
M310- 525	Detention Cell/Ditch Restoration	\$50				\$50
Other						
M310- 385	Geographic Information System (Continued development and maintenance)	\$25				\$25
M310- 414	Hike/Bike Trail Construction, S. Locust to Mormon Island. (Parallel to I-80)	\$600	\$600			
M310- 527	Misc. Safety Enhancements	\$150				\$150
M310- 517	Hike/Bike Trail Const. - Veterans Home to Eagle Scout Park	\$600	\$480			\$120
TOTALS		\$6,300	\$1,530	\$800	\$750	\$3,220

2012 Construction Season						
(All costs in \$1,000s)						
No.	Project Description	Total Project	State Federal Other	City STP	City G.O. Bond	City Cap. Impr. Fund
Street Construction						
M310- 546	Annual Paving Petition Program (2012)	\$750			\$750	
M310- 520	Capital Ave - Broadwell to St. Paul Road	\$1,000			\$1,000	
M310- 528	State St/Diers Ave - Intersection Improvements	\$390				\$390
M310- 539	3rd Street Widening - Adams to Eddy St.	\$90				\$90
M310- 411	Highway 34 - Highway 281 to Locust - NDOR Project	\$1,125	\$900	\$225		
M310- 267	Two Bridge Replacements - Blaine @ Wood River (Engineering Design)	\$45				\$45
M310-	Left Turn Lane on Husker HWY @ Heartland Luthern High School	\$62				\$62
M310-	13th Street - Intersection Improvements @ Mansfield Rd/Redwood Rd	\$62				\$62
M310-	Resurface Wildwood Rd - U.S. HWY 281 to Locust St.	\$876	\$701			\$175
M310- 334	Widen Eddy Street Underpass to 5-lanes on south end	\$175				\$175
Street Resurfacing						
M310- 547	Annual Resurfacing Program (2012)	\$500				\$500
Drainage & Flood Control						
M310- 548	Annual Major Drainage Development (2012)	\$500				\$500
M310- 549	Concrete Lining of Drainage Ditches(2012)	\$50				\$50
M310- 461	Moore's, Prairie, & Silver Creek Flood Control - Construction (Due remainder of Project)	\$825	\$450			\$375
M310- 525	Detention Cell/Ditch Restoration	\$50				\$50
M310- 511	Moore's Creek Drainage - along North Road from Old Potash HWY to Edna Dr.	\$150				\$150
Other						
M310- 517	Hike/Bike Trail Const. - Veterans Home to Eagle Scout Park	\$600	\$480			\$120
M310- 385	Geographic Information System (Continued development and maintenance)	\$25				\$25
M310- 527	Misc. Safety Enhancements	\$150				\$150
TOTALS		\$7,425	\$2,531	\$225	\$1,750	\$2,919

		2013 and After Construction					
		(All costs in \$1,000s)					
	No.	Project Description	Total Project	State Federal Other	City STP	City G.O. Bond	City Cap. Impr. Fund
		Street Construction					
M310-	352	Hwy 30 - Hwy 281 to west City Limits - NDOR Project	\$20,068	\$16,054	\$4,014		
M310-		Annual Paving Petition Program (2013)	\$750			\$750	
M310-	499	Grade Separation Broadwell @ UPRR	\$12,000	\$10,800	\$1,200		
M310-	502	Grade Separation Shady Bend Road @ UPRR	\$16,000	\$14,400	\$1,600		
M310-	536	Traffic Signal - Locust St./Fonner Park Heartland Event Center Center Entrance	\$150				\$150
M310-		Grade Separation North Road @ UPRR	\$7,600	\$6,840	\$760		
M310-	480	Independence Avenue Paving - Shanna St. to Manchester Ave.	\$1,050			\$1,050	
		Street Resurfacing					
M310-		Annual Resurfacing Program (2013)	\$500				\$500
		Drainage & Flood Control					
M310-		Annual Major Drainage Development (2013)	\$500				\$500
M310-		Concrete Lining of Drainage Ditches(2013)	\$50				\$50
M310-	461	Moore's, Prairie, & Silver Creek Flood Control - Construction (Due remainder of Project)	\$3,300	\$1,800			\$1,500
M310-	525	Detention Cell/Ditch Restoration	\$50				\$50
M310-	459	Construct Drainway from CCC area to Wood River	\$425				\$425
		Other					
M310-	526	Hike/Bike Trail Const. along Floodway - S. Locust to Platte River	\$600	\$480			\$120
M310-	385	Geographic Information System (Continued development and maintenance)	\$25				\$25
M310-	416	BLDG Improvements at West Yard	\$375				\$375
M310-	527	Misc. Safety Enhancements	\$150				\$150
M310-	497	Illuminating Lighting - HWY 281, Stolley to Old Potash	\$250				\$250
		TOTALS	\$63,843	\$50,374	\$7,574	\$1,800	\$4,095



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item H2

**Consideration of Request from Union Pacific Railroad for a
Conditional Use Permit for Two (2) Skid-Mounted Sheds Located
at 1219 1/2 West North Front Street**

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item J1

Approving Payment of Claims for the Period of January 9, 2008 through January 22, 2008

The Claims for the period of January 9, 2008 through January 22, 2008 for a total amount of \$2,982,292.71. A MOTION is in order.

Staff Contact: David Springer