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# City of Grand Island



**Tuesday, February 12, 2008**

## **Council Session Packet**

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### **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**

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

**Call to Order**

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

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

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**Inovcation - Pastor Jay Vetter, Trinity United Methodist Church, 511 North Elm Street**

**Pledge of Allegiance**

**Roll Call**

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## **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

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

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## **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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

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## **MAYOR COMMUNICATION**

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



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item E1**

**Public Hearing on the One & Six Year Street Improvement Program**

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

# **Council Agenda Memo**

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

**Meeting:** February 12, 2008

**Subject:** Approving One & Six Year Street Improvement Program

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

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

## **Background**

Adoption of a One and Six Year Street Improvement Program is mandatory by State Law as part of the requirements to receive approximately three million dollars of state gas tax funds each year. The Public Works Department goes through a process to prioritize street projects taking into consideration many factors such as:

- Availability of funds
- Condition of the street
- Traffic Counts
- Eligibility for State/Federal funds
- Redevelopment patterns
- Public/Council input

The City engages in a public process to assure input into the policy making process. The proposed One & Six Year Street Improvement Program is a result of the following steps:

- Tuesday, January 22, 2008 – City Council referred plan to Regional Planning Commission
- Wednesday, February 6, 2008 – Regional Planning Commission conducted a Public Hearing and forwarded the recommendation to the City Council
- Tuesday, February 12, 2008 – City Council hears presentation from staff, conducts Public Hearing and passes a Resolution adopting the plan.

## **Discussion**

A public hearing was conducted, testimony received and discussion held on the One & Six Year Street Improvement Program at the Grand Island/Hall County Regional Planning Commission meeting on February 6, 2007.



The proposed round-a-bout at the intersection of the North Road and Capital Avenue intersection was discussed and the Planning Commission recommended leaving the project in year 2009. The Community Development and Public Works Departments are pursuing safety funds from the Nebraska Department of Roads for the round-a-bout.

The preliminary engineering for an underpass on Broadwell Avenue at the Union Pacific Railroad tracks, originally planned for 2013, was moved up to 2009. Declining traffic counts on Broadwell Avenue were discussed at the Regional Planning Commission meeting. The traffic counts are included for review in the council packet. The Regional Planning Commission also discussed a lesser preliminary engineering study that could be performed for the Broadwell Avenue underpass, but left the \$1.2 million preliminary engineering in the program. The city would use federal aid STP funds for 80% of the preliminary engineering costs.

The One and Six Year Street Improvement Program was recommended for approval by the Planning Commission is attached.

### **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 Council conduct a Public Hearing and approve the One and Six Year Street Improvement Program.

### **Sample Motion**

Move to approve 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

		<b>2009 Construction Season</b>				
			(All costs in \$1,000s)			
	<b>No.</b>	<b>Project Description</b>	<b>Total Project</b>	<b>State Federal Other</b>	<b>City STP</b>	<b>City Cap. Impr. Fund</b>
		<b>Street Construction</b>				
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
M310-		Broadwell/UPRR Grade Separation (Preliminary Engineering)	\$1,200	\$960		\$240
		<b>Street Resurfacing</b>				
M310-	503	Annual Resurfacing Program (2009)	\$500			\$500
		<b>Drainage &amp; Flood Control</b>				
M310-	485	PVIP Cells & Drainage	\$127			\$127
M310-	507	Independence Avenue 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
		<b>Other</b>				
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
<b>TOTALS</b>			<b>\$11,417</b>	<b>\$2,593</b>	<b>\$3,351</b>	<b>\$2,000</b>
						<b>\$3,473</b>

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
<b>Street Construction</b>						
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 (Engineering Design)	\$45				\$45
M310- 540	Intersection Improvements @ 13th & North Road	\$300				\$300
<b>Street Resurfacing</b>						
M310- 522	Annual Resurfacing Program (2010)	\$500				\$500
<b>Drainage &amp; Flood Control</b>						
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
<b>Other</b>						
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
<b>TOTALS:</b>						
		\$6,763	\$930	\$900	\$1,950	\$2,983

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
<b>Street Construction</b>						
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
<b>Street Resurfacing</b>						
M310- 542	Annual Resurfacing Program (2011)	\$500				\$500
<b>Drainage &amp; Flood Control</b>						
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
<b>Other</b>						
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
<b>TOTALS</b>		<b>\$6,300</b>	<b>\$1,530</b>	<b>\$800</b>	<b>\$750</b>	<b>\$3,220</b>

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
<b>Street Construction</b>						
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 (Construction)	\$250	\$120			\$130
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
<b>Street Resurfacing</b>						
M310- 547	Annual Resurfacing Program (2012)	\$500				\$500
<b>Drainage &amp; Flood Control</b>						
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
<b>Other</b>						
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
<b>TOTALS</b>		<b>\$7,630</b>	<b>\$2,651</b>	<b>\$225</b>	<b>\$1,750</b>	<b>\$3,004</b>

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
<b>Street Construction</b>						
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	\$10,800	\$9,720	\$1,080		
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	
<b>Street Resurfacing</b>						
M310-	Annual Resurfacing Program (2013)	\$500				\$500
<b>Drainage &amp; Flood Control</b>						
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
<b>Other</b>						
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
<b>TOTALS</b>		<b>\$62,643</b>	<b>\$49,294</b>	<b>\$7,454</b>	<b>\$1,800</b>	<b>\$4,095</b>

February 7, 2008

Honorable Margaret Hornady, Mayor  
And Members of the Council  
City Hall 100 E. 1<sup>st</sup> Street  
Grand Island, NE 68801

Dear Members of the Council:

**RE: ADOPTION OF THE 1 & 6 YEAR STREET IMPROVEMENT PLAN FOR THE CITY OF GRAND ISLAND.**

At the meeting of the Regional Planning Commission, held February 6, 2008, the above item was considered following a public hearing. This item is to adopt the new 1 & 6 year street improvement plan for the City of Grand Island.

Steve Riehle, Public Works Director spoke and explained the projects and goals for the 1 & 6 year street improvement plan. He explained the proposed round-a-bout at North Road and Capital Avenue and the preliminary design project for a Broadwell grade separation in detail.

Planning Commissioners asked about the round-a-bout; specifically regarding the size of the project, how close the road would come to adjacent properties and the amount of property necessary for the project. They also asked about truck traffic through the intersection. Riehle stated that based on the preliminary design and discussions with neighboring property owners a few years back that it did not appear that the road would move much closer than where people currently drive. Some property acquisition would be necessary but most of that area is currently being used as roadway when people cut the corners on a turn. This area is not a truck route so only deliveries are permitted. The design of the round a bout would accommodate occasional truck traffic.

Dan Fogland, of Copycat questioned the need for the Broadwell Grade separation. He feels that dealing with the crossing at the edges of town makes more sense. He stated that traffic volumes on Broadwell appear to be declining.

A review of the traffic volumes, as provided by Riehle, shows that the numbers do vary from year to year but that there do not appear to be any significant declines over the last 17 years. Based on comments from the UPRR as quoted in the Grand Island Independent the number of trains has increased significantly.



Following further consideration and discussion of the proposed projects, a motion was made by Bredthauer and 2<sup>nd</sup> by Miller to approve and recommend that the City Council **approve** and **adopt** the 1 & 6 year street plan for the City of Grand Island.

A roll call vote was taken and the motion passed unanimously by the 10 members present (Miller, Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Heineman, Snodgrass).

Yours truly,

Chad Nabity AICP  
Planning Director

City of Grand Island  
1 & 6 year Street Improvement Plan  
2008 through 2013

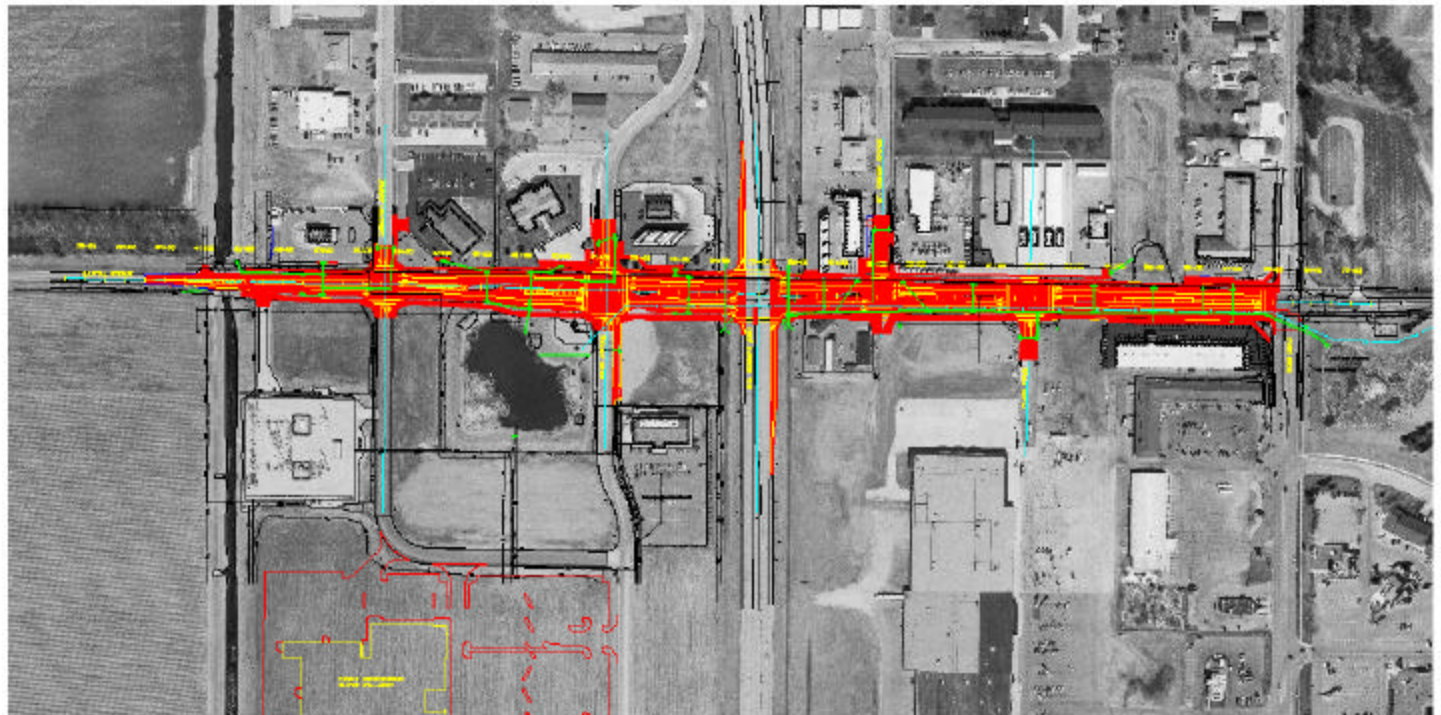
Regional Planning Commission  
February 6, 2008

# Capital Avenue Widening

2008  
Start

2009  
Finish

LOCATION MAP



# US Hwy 30 Widening

Scheduled for  
March 2008  
Start



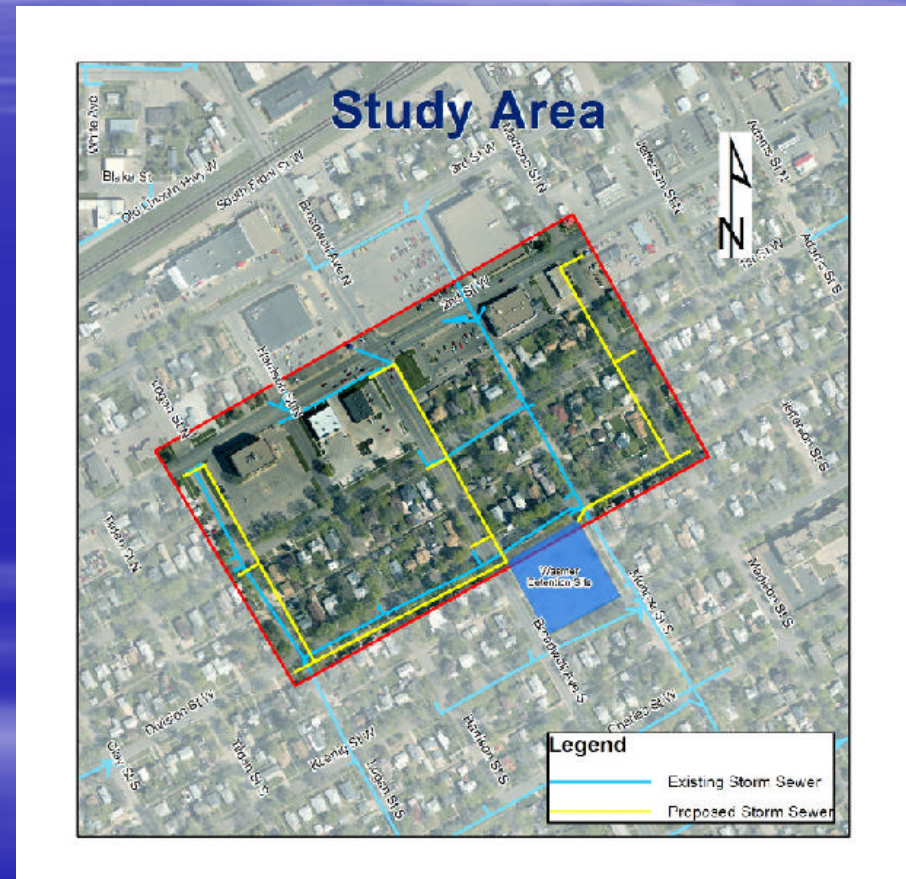
# US Hwy 30 Widening

- NDOR Project
- Grant to Greenwich
- Upgrade to 5 lane roadway
- Improve Storm Sewer Drainage
- Roadway construction complete – fall 2008
- Wrap-up work in Spring 2009



# Wasmer Detention Cell

- Start - May 2008
- Completion – Summer 2008
- Improves drainage capacity of US Hwy 30
- Not a flow-through cell



# Walk to Walnut SRTS Project - 2008

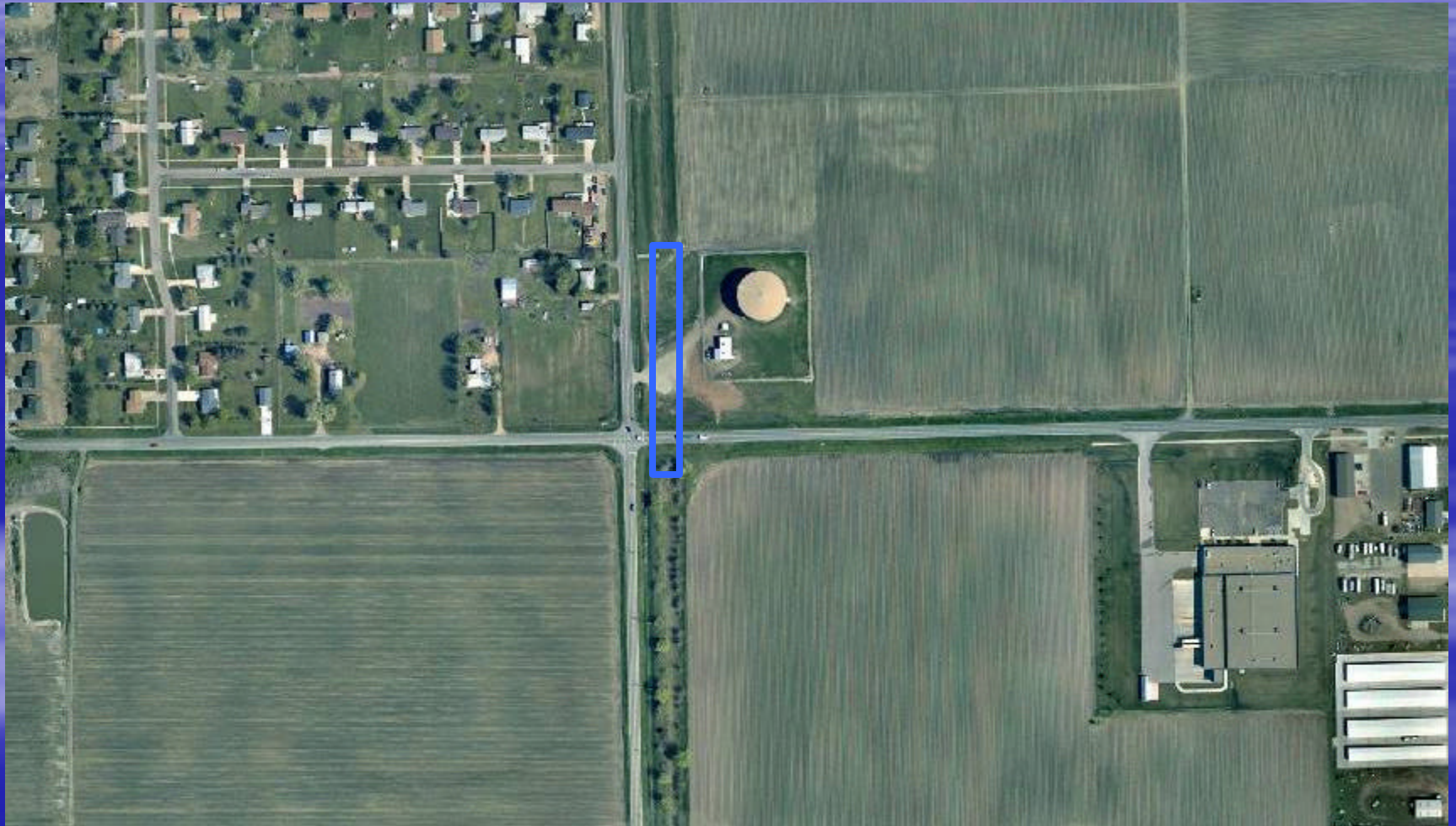
Realign  
Driveway  
To match  
Up to 15<sup>th</sup>

Traffic  
Signal





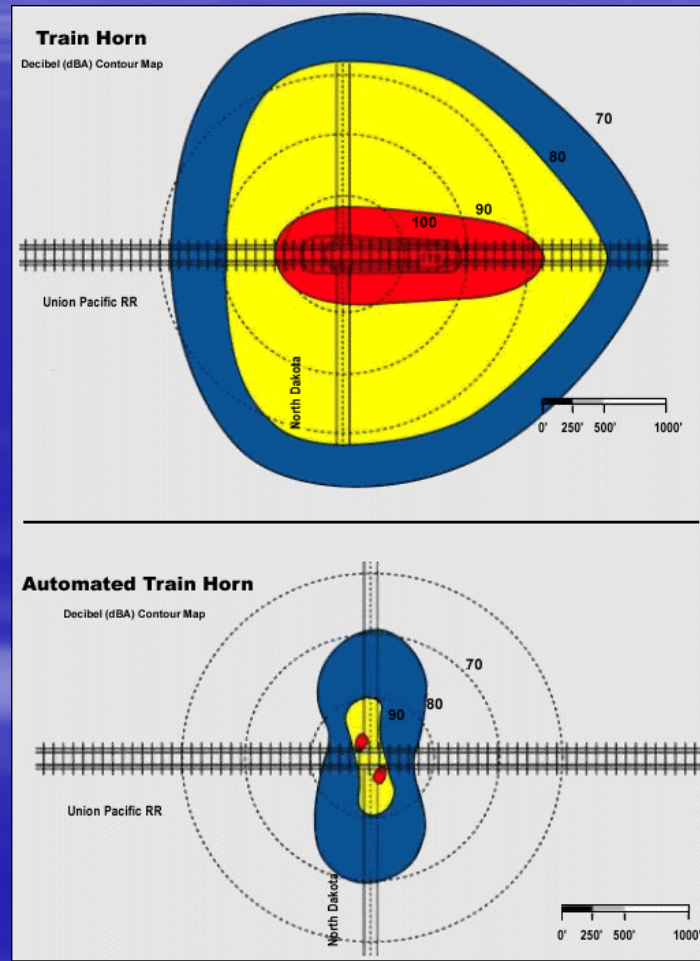
# Extend Moores Creek Ditch - 2008





# Quiet Zones on UPRR Corridor - 2008

- Oak
- Pine
- Walnut
- Elm



# Other 2008 Projects

- Annual Paving Petition Program
- Annual Asphalt Resurfacing Program
- Concrete Lining of Ditches
- Moores, Prairie and Silver Creek Flood Control
- Detention Cell Ditch Restoration
- Hike/Bike Trail Construction along Floodway
  - Hall County Park to South Locust

# South Locust 4-Lanes

- 2009 Construction





# NWHS Left Turn Lane - 2009





# Realign Barr MS Entrance - 2009





# Extend Faidley Ave to North Road - 2009

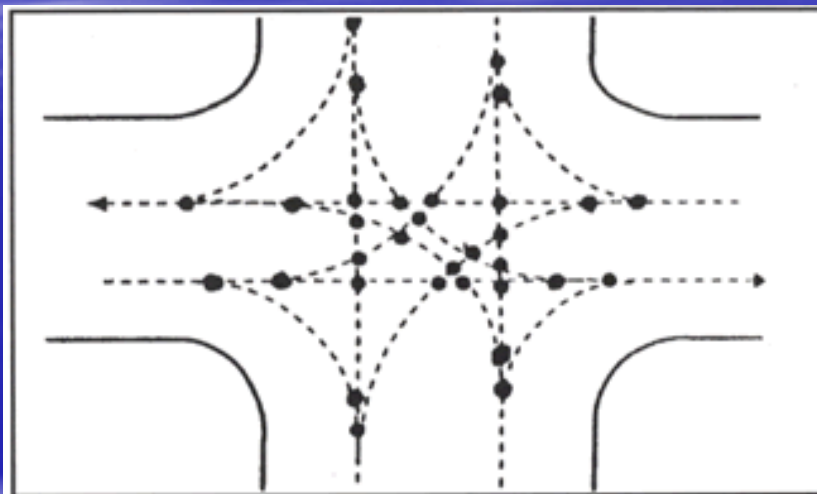


# North Road & Capital Ave Round-A-Bout 2009

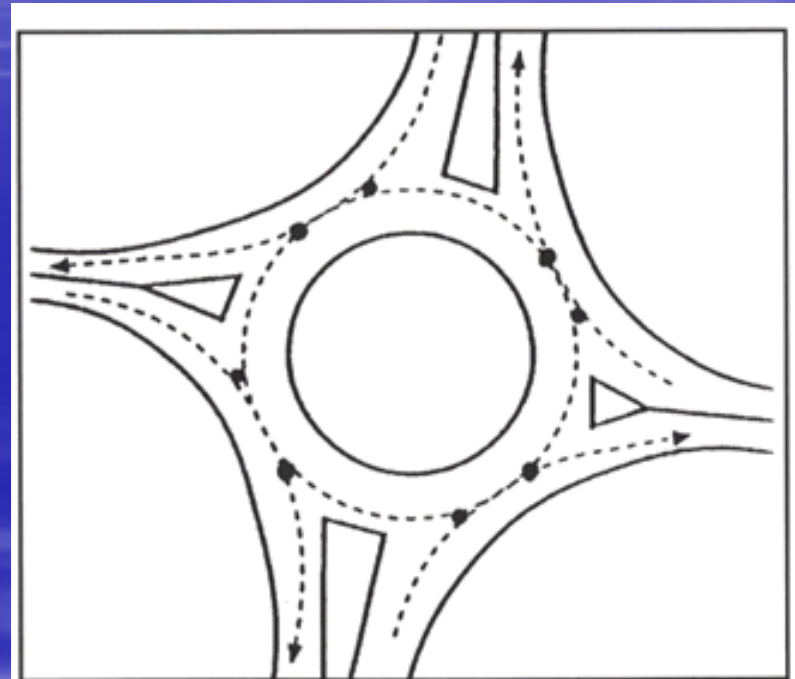




# Round-A-Bouts reduce Conflicts



Standard Intersection



Roundabout Intersection

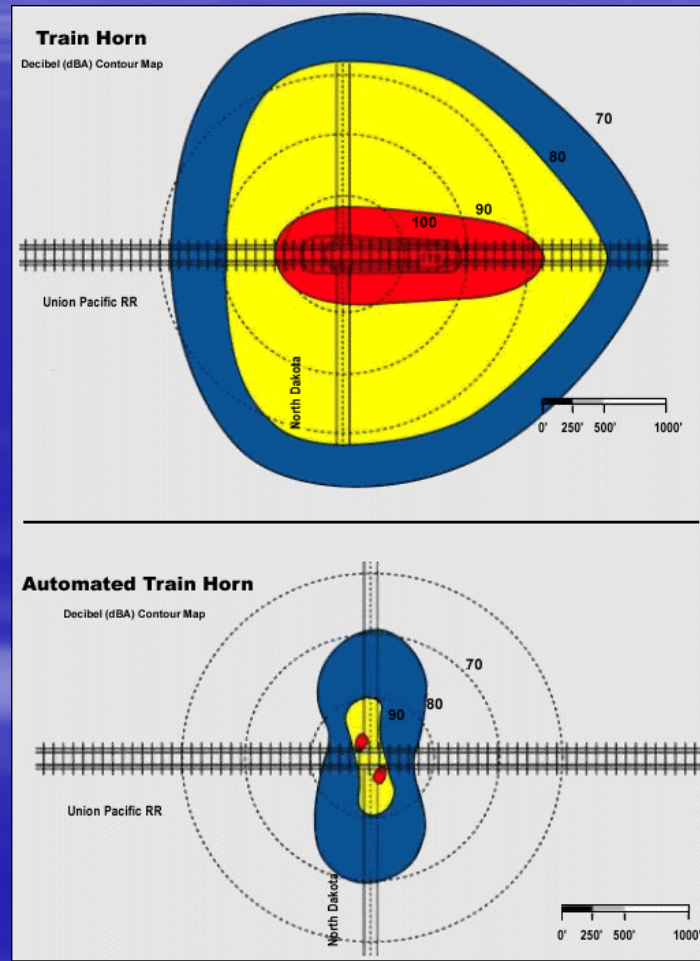
● = Conflict Point

*Figure 2*



# Quiet Zones on UPRR Corridor - 2009

- Lincoln
- Broadwell
- Custer



# 2009- Study/Preliminary Engineering for underpass on Broadwell Avenue at the Union Pacific Railroad Tracks



# Traffic Counts at UPRR

Traffic Counts					
	1990	1995	2000	2005	2007
Broadwell Ave	11180	11870	11861	12729	11074
Eddy St	12345	12305	9477	9809	9740
Sycamore St	6760	7645	7524	7390	5670
Blaine / Custer			10031	9216	10122
Lincoln St			2223	1436	1220
Elm St			941		788
Walnut St	4500	4544	3744	3513	3430
Pine St					1586
Oak St					2960

# Other 2009 Projects

- Annual Paving Petition Program
- Stolley Park Road widening east of Locust
- Traffic Signal at US Hwy 281 and Rae Road
- Traffic Signal at US Hwy 281 and Wildwood Drive
- Independence Ave North of Manchester – Ditch Design
- Annual Asphalt Resurfacing Program
- Concrete Lining of Ditches
- Moores, Prairie and Silver Creek Flood Control
- Detention Cell Ditch Restoration
- Hike/Bike Bridge Superstructure over two Platte River Channels
- Hike/Bike Trail Construction
  - State Street to Veterans Home



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item E2**

**Public Hearing on Request from Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmer Avenue for a Class "C" Liquor License**

**Staff Contact: RaNae Edwards**



# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** February 12, 2008

**Subject:** Public Hearing on Request from Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmer Avenue for a Class “C” Liquor License

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

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

## **Background**

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

### **Declared Legislative Intent**

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

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

## **Discussion**

Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmer Avenue has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

Also included with the application was a request from Nicholas Steinbach, 21938 Trailridge Blvd, Elk Horn, Nebraska for a Liquor Manager designation.

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

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application of Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmer Avenue for a Class "C" Liquor License contingent upon final inspections and the request from Nicholas Steinbach, 21938 Trailridge Blvd., Elk Horn, Nebraska for Liquor Manager designation contingent upon Mr. Steinbach completing a state approved alcohol server/seller training program.



# INTEROFFICE MEMORANDUM

## *Police Department*

*Working Together for a  
Better Tomorrow. Today.*

DATE: January 16, 2008

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Applications for Liquor License for Hy-Vee Gas #1221,  
Hy-Vee Grocery #1221, Liquor Manager for Hy-Vee Gas  
(Nicolas Steinbach), Liquor Manager for Hy-Vee Grocery  
(Nicholas Steinbach)

The Grand Island Police Department has received Liquor License Applications from Hy-Vee Gas and Hy-Vee Grocery located at 115/118 Wilmar Avenue and Liquor Manager Applications for both locations in the name of Nicholas Steinbach.

Also listed on the liquor license application are: Richard Jurgens (President/CEO), Carol Jurgens (Richard's wife), Stephen Meyer (Secretary), John Briggs (Treasurer), Diane Briggs (John's wife), Randy Edeker (Senior VP, Retail Operations), and Dawn Edeker (Randy's wife).

Nicholas Steinbach and his wife, Kathleen, lists home address in Elkhorn, NE. I checked Spillman for each one of them with negative results. I checked NCJIS for each of them. Nicholas did not have any violations listed. Kathleen has two convictions for speeding (7-12-01 and 9-18-02). Neither one of them disclosed any violations of the law on their application.

I checked the rest of the applicants through Spillman and NCJIS and couldn't find anything on any of them with the exception of Dawn Edeker. NCJIS showed a speeding conviction for her in 1999. However, the rest of the applicants are all from Iowa. I checked driving history through Iowa on all of them. Richard Jurgens has a speeding conviction on 4-2-02. Carol Jurgens has four speeding convictions. Stephen Meyer was convicted of a seatbelt violation. Randy Edeker has one speeding conviction. Dawn Edeker has two speeding convictions. I was unable to find a driving history on Diane Briggs.

The application clearly asks, "Has anyone who is a party to this application or their spouse, ever been convicted of or plead guilty to any charge." It further states that a charge includes federal, state, "local law, ordinance, or resolution." The speeding conviction and the seatbelt conviction would fall under state law or local ordinance.

None of the applicants on the liquor license application or the liquor manager designation disclosed any violations. The applicants' failure to disclose their speeding convictions and seatbelt violation technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section



# INTEROFFICE MEMORANDUM



*Working Together for a  
Better Tomorrow. Today.*

010.01). However the speeding convictions and the seatbelt violation are infractions, and they don't rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically exclude Nicholas from being a liquor manager or HY-VE or Hy-Vee Gas from obtaining a liquor license. In addition, all of the spouses who have convictions signed a Non-Participation agreement.

I was unable to run criminal histories (outside of NE) on liquor license applicants. None of the applicants had warrants entered into NCIC. In lieu of possible criminal history outside of Nebraska, the Police Department has no objection to the issuance of a liquor license to Hy-Vee and Hy-Vee Gas,<sup>4</sup> or does the Police Department have any objections to Nicholas Steinbach being the liquor manager at those two stores.

DV/rk *Dave Vetter*

01/15/08  
13:08

Grand Island Police Dept.  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
Occurred before : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
When reported : 08:30:00 01/14/2008  
Date disposition declared : 01/15/2008  
Incident number : L08011762  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License Investigation  
Incident address : 118 Wilmar Ave  
State abbreviation : NE  
ZIP Code : 68803  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received : O Officer Report  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : CLO Closed Case  
Misc. number : Printed  
Geobase address ID : 18759  
Long-term call ID :  
Clearance Code : CL Case Closed  
Judicial Status : NCI Non-criminal Incident  
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	131753	01/15/08	Hy-Vee,	Liquor License
NM	131754	01/15/08	Hy-Vee Gas,	Liquor License
NM	131755	01/15/08	Steinbach, Nicholas J	Liquor Manager
NM	131756	01/15/08	Steinbach, Kathleen M	Nicholas' Wife
NM	131763	01/15/08	Jurgens, Richard N	President/CEO
NM	131768	01/15/08	Jurgens, Carol J	Richard's Wife
NM	131769	01/15/08	Meyer, Stephen P	Secretary
NM	131770	01/15/08	Briggs, John C	Treasurer
NM	131771	01/15/08	Edeker, Randy B	Senior VP
NM	131772	01/15/08	Edeker, Dawn R	Randy's Wife

LAW INCIDENT NARRATIVE:

Liquor License Investigation for Hy-Vee, Hy-Vee Gas, and Liquor Manager  
Designation for Nicholas Steinbach

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number  
-----

01/15/08  
13:08

Grand Island Police Dept.  
LAW INCIDENT TABLE

450  
Page: 2

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	12:26:34 01/15/2008

Grand Island Police Department  
Supplemental Report

On 1/14/08, I received a copy of an application for a liquor license at the new Hy-Vee grocery store and gas station. The grocery store is located at 115 Wilmar Ave., and the gas station is located at 118 Wilmar Avenue. I also received a copy of an application from Nicholas Steinbach to be the liquor manager at the grocery store and the gas station. Also listed on the liquor license application are: Richard Jurgens (President/CEO), Carol Jurgens (Richard's wife), Stephen Meyer (Secretary), John Briggs (Treasurer), Diane Briggs (John's wife), Randy Edeker (Senior VP, Retail Operations), and Dawn Edeker (Randy's wife).

Nicholas Steinbach and his wife, Kathleen, list a home address in Elkhorn, NE. I checked Spillman for each one of them with negative results. I checked NCJIS for each one of them. Nicholas did not have any violations listed. Kathleen has two convictions for speeding (7/12/01 & 9/19/02). Neither one of them disclosed any violations of the law on their application.

I checked the rest of the applicants through Spillman and NCJIS and couldn't find anything on any of them with the exception of Dawn Edeker. NCJIS showed a speeding conviction for her in 1999. However, the rest of the applicants are all from Iowa. I checked driving history through Iowa on all of them. Richard Jurgens has a speeding conviction on 4/2/02. Carol Jurgens has four speeding convictions. Stephen Meyer was convicted of a seatbelt violation. Randy Edeker has one speeding conviction. Dawn Edeker has two speeding convictions. I was unable to find a driving history on Diane Briggs.

The application clearly asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge." It further states that a charge includes federal, state, "local law, ordinance, or resolution." The speeding convictions and the seatbelt conviction would fall under state law or local ordinance.

None of the applicants on the liquor license application or the liquor manager designation disclosed any violations. The applicants' failure to disclose their speeding convictions and seatbelt violation technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). However, the speeding convictions and the seatbelt violation are infractions, and they don't rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically exclude Nicholas from being a liquor manager or Hy-Vee or Hy-Vee Gas from obtaining a liquor license. In addition, all of the spouses who have convictions signed a Non Participation agreement.

I am unable to run criminal histories (outside of NE) on liquor license applicants. None of the applicants had warrants entered into NCIC. In lieu of possible criminal history outside of Nebraska, the Police Department has no

01/15/08  
13:08

Grand Island Police Dept.  
LAW INCIDENT TABLE

Page: 450  
3

objection to the issuance of a liquor license to Hy-Vee and Hy-Vee Gas, nor does the Police Department have any objections to Nicholas Steinbach being the liquor manager at those two stores.

Date, Time: Tue Jan 15 12:59:09 CST 2008  
Reporting Officer: Vitera  
Unit #: 865



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item E3**

**Public Hearing on Request from Hy-Vee, Inc. dba Hy-Vee Gas  
#1221, 118 Wilmer Avenue for a Class "D" Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** February 12, 2008

**Subject:** Public Hearing on Request from Hy-Vee, Inc. dba Hy-Vee Gas #1221, 118 Wilmer Avenue for a Class “D” Liquor License

**Item #'s:** E-3 & I-3

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

## **Background**

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

### **Declared Legislative Intent**

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

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

## **Discussion**

Hy-Vee, Inc. dba Hy-Vee Gas #1221, 118 Wilmer Avenue has submitted an application for a Class “D” Liquor License. A Class “D” Liquor License allows for the sale of alcohol off sale only inside the corporate limits of the city.

Also included with the application was a request from Nicholas Steinbach, 21938 Trailridge Blvd, Elk Horn, Nebraska for a Liquor Manager designation.

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

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application of Hy-Vee, Inc. dba Hy-Vee Gas #1221, 118 Wilmer Avenue for a Class "D" Liquor License contingent upon final inspections and the request from Nicholas Steinbach, 21938 Trailridge Blvd., Elk Horn, Nebraska for Liquor Manager designation contingent upon Mr. Steinbach completing a state approved alcohol server/seller training program.



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item E4**

**Public Hearing Concerning Acquisition of Utility Easement - 3321  
Island Circle - West of Webb Road and South of Hwy. 30 - GIAET,  
LLC**

**Staff Contact: Gary R. Mader**



# **Council Agenda Memo**

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

**Meeting:** February 12, 2008

**Subject:** Acquisition of Utility Easement – 3321 Island Circle –  
West of Webb Road and South of Hwy. 30 – GIAET, LLC

**Item #'s:** E-4 & G-9

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of GIAET, LLC, located at 3321 Island Circle (west of Webb Road and south of U.S. Highway 30), in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement will be used to place high voltage cable and a pad-mounted transformer to provide electric service to the new Lacy building.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item E5**

**Public Hearing on Acquisition of Public Utility Easement in Lot 1  
& Lot 2 of Meadowlark West Fifth 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:** February 12, 2008

**Subject:** Public Hearing on Acquisition of Public Utility Easement  
in Lot 1 and Lot 2 of Meadowlark West Fifth  
Subdivision

**Item #'s:** E-5 & G-23

**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 easement is needed on Lot 1 and Lot 2 of Meadowlark West Fifth Subdivision to accommodate public utilities. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement.

## **Discussion**

The new easement will be 26.44 feet wide and will provide a utility easement for extending sanitary sewer. The easement is an extension of an existing easement that will serve the newly changed Lot 2.

## **Alternatives**

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

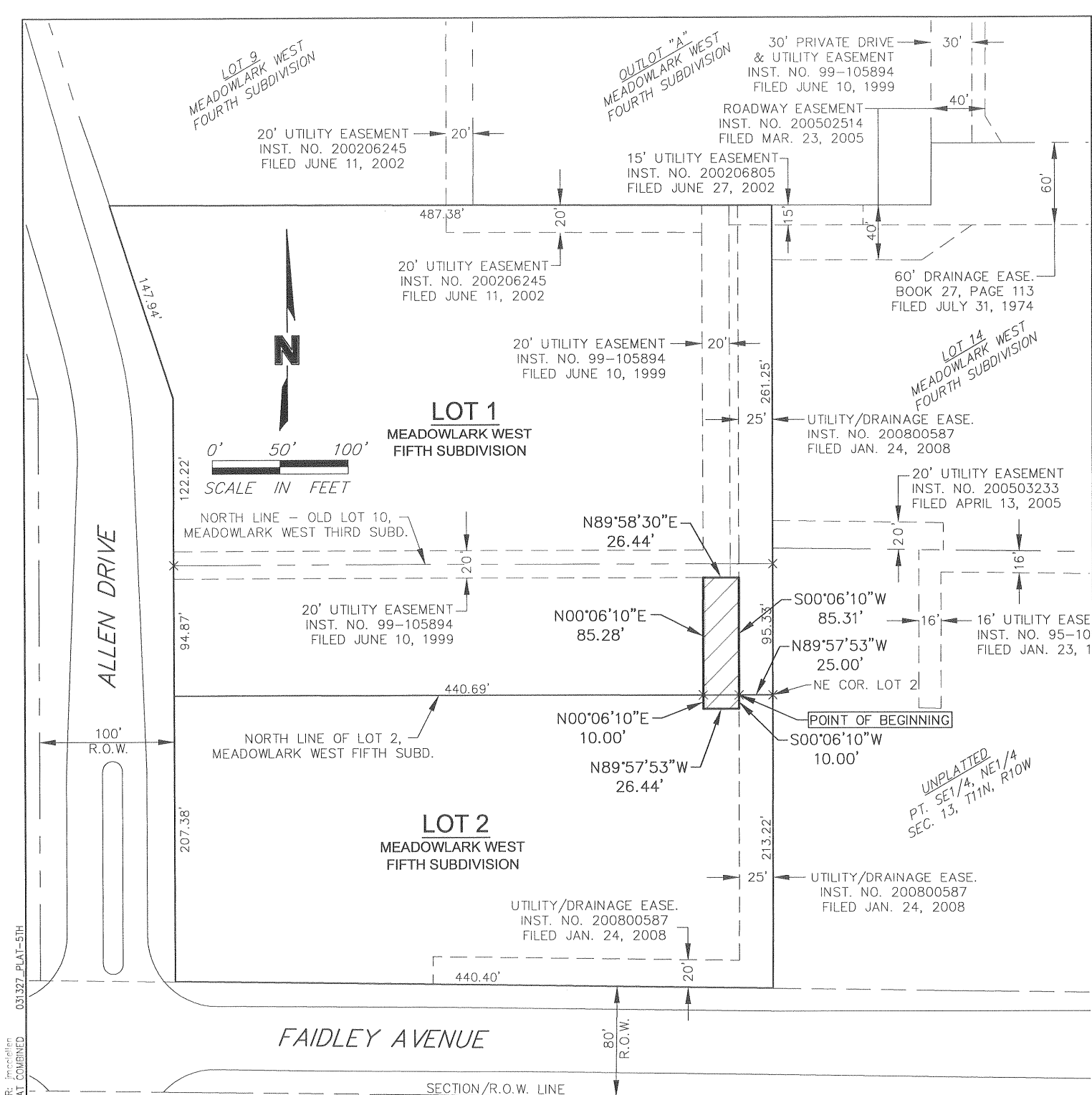
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **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 UTILITY EASEMENT LOCATED IN LOT 1 AND LOT 2, MEADOWLARK WEST FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MEADOWLARK WEST FIFTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N89°57'53\"W ON THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 25.00 FEET TO THE WEST LINE OF AN EXISTING UTILITY AND DRAINAGE EASEMENT RECORDED AS INSTRUMENT NUMBER 200800587, FILED JANUARY 24, 2008 AT HALL COUNTY REGISTER OF DEEDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°06'10\"W ON SAID EASEMENT LINE AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 A DISTANCE OF 10.00 FEET; THENCE N89°57'53\"W AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 26.44 FEET; THENCE N00°06'10\"E AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 A DISTANCE OF 10.00 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE CONTINUING N00°06'10\"E A DISTANCE OF 85.28 FEET TO THE SOUTH LINE OF AN EXISTING 20 FEET UTILITY EASEMENT RECORDED AS INSTRUMENT NUMBER 99-105894, FILED JUNE 10, 1999 AT HALL COUNTY REGISTER OF DEEDS, SAID UTILITY EASEMENT LINE RUNS 10 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF OLD LOT 10, MEADOWLARK WEST THIRD SUBDIVISION; THENCE N89°58'30\"E ON SAID EXISTING UTILITY EASEMENT LINE A DISTANCE OF 26.44 FEET TO THE WEST LINE OF SAID EXISTING UTILITY AND DRAINAGE EASEMENT RECORDED AS INSTRUMENT NUMBER 200800587, FILED JANUARY 24, 2008 AT HALL COUNTY REGISTER OF DEEDS; THENCE S00°06'10\"W ON SAID EASEMENT LINE A DISTANCE OF 85.31 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT TRACT CONTAINS A CALCULATED AREA OF 2,520 SQUARE FEET OR 0.058 ACRES MORE OR LESS.

PROJECT NO: 2003-1327

### UTILITY EASEMENT

DRAWN BY: JDM

LOTS 1 & 2, MEADOWLARK WEST 5TH

DATE: 01/25/08

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

DWG: F:\Projects\2003\1327\Utility\Utilities New\_SanSan-Ense.dwg  
 DATE: Jan 26, 2008 5:13pm  
 USER: jdm  
 4TH & 3RD-PLAT COMBINED  
 031327\_PLAT-5TH  
 XREFS: 071940\_x.tpo



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G1**

**Approving Minutes of January 22, 2008 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING

January 22, 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 22, 2008. Notice of the meeting was given in *The Grand Island Independent* on January 16, 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 Steve Warriner, Abundant Life Christian Center, 3409 West Faidley Avenue followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady acknowledged Community Youth Council members Zach Shultz and MaKayla Kort. Mentioned was that GITV would be moving to a new location in the basement of City Hall and programming would be interrupted for the next three weeks. Also mentioned was the Council Retreat scheduled for Saturday, January 26, 2008 at the Law Enforcement Center beginning at 8:30 a.m.

#### PRESENTATIONS AND PROCLAMATIONS:

Recognition of Ed Maslonka, Planning Technician with the Regional Planning Department for 40 Years of Service with the City. Mayor Hornady and the City Council recognized Ed Maslonka for his 40 years of service as Planning Technician with the Regional Planning Department. Chad Nabity, Regional Planning Director and Tom Barnes, Utility Engineer thanked Mr. Maslonka for his service. Mr. Maslonka was present for the recognition.

#### PUBLIC HEARINGS:

Public Hearing on Request from Union Pacific Railroad for a Conditional Use Permit for Two (2) Skid-Mounted Sheds Located at 1219½ West North Front Street. Craig Lewis, Building Department Director reported that the Forrester Group on behalf of Union Pacific Railroad requested a Conditional Use Permit to allow for the continued use of two (2) Skid-Mounted Sheds located at 1219½ West North Front Street. Staff recommended approval No public testimony was heard.

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). Steve Riehle, Public Works Director reported that a public utility easement was needed on Lot 10 of Meadowlark West Third Subdivision and Lot 15 of Meadowlark West Fourth Subdivision for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities and drainage. Staff recommended approval. No public testimony was heard.



ORDINANCE:

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

#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)

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.

Steve Riehle, Public Works Director reported the developer of the property was requesting the existing 60’ wide drainage easement be vacated and the storm sewer relocated to a new easement.

Motion by Meyer, second by Haase to approve Ordinances #9157.

City Clerk: Ordinance #9157 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9157 on final passage. All those in favor of the passage of this ordinance 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, Ordinance #9157 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-5 and G-8 were removed for further discussion. Motion by Zapata, second by Brown to approve the Consent Agenda excluding items G-5 and G-8. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of January 8, 2008 City Council Regular Meeting.

#2008-14 – Approving Final Plat and Subdivision Agreement for Springdale Second Subdivision. It was noted that Karen Bredthauer, owner had submitted the Final Plat and Subdivision Agreement for Springdale Second Subdivision located on a tract of land comprising all of Outlot “A” Springdale Subdivision, and part of the SE ¼ NE ¼ of Section 23-11-10 consisting of approximately 6.434 acres for the purpose of creating 12 lots, and 1 Outlot.

#2008-15 – Approving Purchase of (6) Six Mobile Data Systems and Mobile Digital Video Systems and (1) One Backup Monitor from Data911 Mobile Computer Systems from Chesterfield, Missouri in an Amount of \$65,286.66.

#2008-16 – Approving Amendment #2 to NPPD/GI Transformer Replacement Agreement for an Extension of the Contract to Expire on December 31, 2020.

#2008-18 – Approving Bid Award for Raw Water and Fire Tank Painting at Platte Generating Station with Linder Painting, Inc. of Lincoln Nebraska in an Amount of \$59,700.00.

#2008-19 – Approving Bid Award for Office, Shop and Locker Room Roof Replacement at Platte Generating Station with Weathercraft Co. of Grand Island, Nebraska in an Amount of \$73,021.00.

#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 with Sid Dillon Chevrolet-Buick-Pontiac of Wahoo, Nebraska in an Amount of \$22,755.00.

#2008-22 – Approving Nebraska Department of Environmental Quality Recycling Grant for Compost Turner Equipment.

#2008-23 – Approving State Bid Award for (1) 2008 Chevrolet 3/4 Ton 4x4 Pickup for the Wastewater Division of the Public Works Department with Sid Dillon Chevrolet-Buick-Pontiac of Wahoo, Nebraska in an Amount of \$28,259.77.

#2008-24 – Approving Amendment No. 4 to the Agreement for the Project to Widen Capital Avenue with Olsson Associates of Grand Island, Nebraska for an Amount not to exceed \$4,400.00.

#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).

#2008-26 – Approving Lease Agreement with Hall County School District No. 2 for Police Department Substation.

#2008-27 – Approving Grant Funding and Related Appropriation for Hike/Bike Trail Construction in an Amount of \$374,600.00.

#2008-28 – Approving Payment of Bones Trucking of Ottawa, Kansas for Red Diamond Agriline in an Amount of \$1,803.94.

#2008-29 – Approving Extension of Interlocal Agreement with Hall County for Keno Games to December 31, 2013.

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

#2008-17 – Approving Bid Award for Mercury Control System at Platt Generating Station with SPE-Amerex of Batavia, Illinois in an Amount of \$6,262,839.00. Gary Mader, Utilities Director answered questions regarding the difference in material bids between the bidders. Contributing factors could be dead-lines and design differences. Black & Veatch evaluated the bids and found SPE-Amerex to be a reputable contractor.

Motion by Nickerson, second by Haase to approve Resolution #2008-17. Upon roll call vote, all voted aye. Motion adopted.

#2008-20 – Approving Agreement for Consulting Services Related to the Fleet Services Facility with Nielsen, Mayne Architecture, Inc. of Omaha, Nebraska for a Lump Sum Amount of \$27,500.00. Steve Riehle, Public Works Director answered questions regarding the cost of a new building for Fleet Services and whether now was the time to be spending money on another capital project. Mr. Riehle stated the consultant would look at surrounding areas, modifications to the existing building, or a new building to meet the needs of the Fleet Services. Explained were some of the problems with the current building and its size when working on equipment.

Motion by Gilbert, second by Ramsey to approve Resolution #2008-20. Upon roll call vote, Councilmember's Brown, Haase, Zapata, Nickerson, Gericke, Carney, Ramsey, Niemann, and Meyer voted aye. Councilmember Gilbert voted no. Motion adopted.

#### REQUEST AND REFERRALS:

Approving Referral of the One & Six Year Street Improvement Program to the Regional Planning Commission. Steve Riehle, Public Works Director reported on the process of having the Regional Planning Commission act on the One & Six Year Street Improvement Program and then bring their recommendations to the City Council. The City Council would act on this at their February 12, 2008 Regular meeting. Questioned was the round-a-bouts in the amount of \$360,000. Mr. Riehle stated the Regional Planning Commission would review this and make recommendations to the City Council.

Motion by Meyer, second by Haase to approve referral of the One & Six Year Street Improvement Program to the Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Request from Union Pacific Railroad for a Conditional Use Permit for Two (2) Skid-Mounted Sheds Located at 1219½ West North Front Street. This item related to the aforementioned Public Hearing.

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

#### PAYMENT OF CLAIMS:

Motion by Brown, second by Zapata to approve the Claims for the period of January 9, 2008 through January 22, 2008, for a total amount of \$2,982,292.71. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 8:30 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G2**

**Approving Minutes of January 26, 2008 City Council Special  
Study Session Retreat**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL SPECIAL STUDY SESSION (RETREAT)

January 26, 2008

Pursuant to due call and notice thereof, a Study Session (Retreat) of the City Council of the City of Grand Island, Nebraska was conducted at the Law Enforcement Center, 111 Public Safety Drive on January 26, 2008. Notice of the meeting was given in the *Grand Island Independent* on January 18, 2008.

Mayor Margaret Hornady called the meeting to order at 8:30 a.m. The following members were present: Councilmember's Nickerson, Gericke, Brown, Gilbert, Haase, Meyer, Niemann, Ramsey, Carney, and Zapata. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, and Assistant to the City Administrator Paul Briseno.

#### **INTRODUCTION:**

Mayor Hornady welcomed the council and gave a brief outline of the day's activities and purpose.

#### **10 HABITS OF HIGHLY EFFECTIVE COUNCILS:**

City Administrator Jeff Pederson explained the 10 Habits of Highly Effective Councils as a team building process. Discussion was held on the following 10 Habits:

1. Think and Act Strategically
2. Understand and Demonstrate the Elements of Teams and Teamwork
3. Master Small Group Decision Making
4. Clearly Define Roles and Relationships
5. Establish and Abide by a Council-Staff Partnership
6. Make a Systematic Evaluation of Policy Implementation
7. Allocate Council Time and Energy Appropriately
8. Set Clear Rules and Procedures for Council Meetings
9. Get a Valid Assessment of the Public's Concerns and an Evaluation of the Council's Performance
10. Practice Continuous Personal Learning and Development as a Leader

Discussion was held concerning the budget process, vision, community input, communication, defined roles and responsibility.

#### **ALLIGATOR RIVER STORY:**

The Council worked in groups of four to review an exercise on beliefs, values and stereotypes.

## **DISCUSSION TOPICS:**

### **What Does Quality of Life Mean for Grand Island and How Do We Maintain or Foster Its Growth?**

Quality of life issues in Grand Island discussed were: adequate health care, entertainment, safety, educational opportunities, affordable & attainable housing, schools, infrastructure, kids opportunities, jobs, and smoke free community.

### **How Can We Improve Communication Between Councilmember's and Staff to Build a Team that is Aligned Around Common Goals and Objectives?**

The following ideas were presented by council:

- Council to give direction to staff after Study Session
- Council to call staff before council meetings with questions
- Weekly update from City Administrator
- Keep council informed on union negotiations
- Monthly administration report
- Defined formal structure for making request and to allow feedback
- Better training for new councilmember's
- E-mails from department directors to administrator sent to council
- Major issues at staff meetings conveyed to council
- Take advantage of technology
- GITV very important
- Small group briefing meetings on major issues
- City councilmember's as "sounding boards"
- Understanding of meeting procedures

### **How Do We Continue to Accomplish Goals, Improve Infrastructure, and Contribute to a Progressive Community with Constraints of the Budget?**

The following ideas were presented by council:

- Match expense growth with revenue growth
- Partnerships – look at private sector - resourcefulness
- Value understanding "out of sight, out of mind"
- Capital Replacement/expansion – plan for infrastructure
- Cooperate/collaborate with other government entities
- Revitalize government efficiency effectiveness committee – dialogue
- Balanced strategic plan process engage public/staff
- Continuous improvement ethic – look inside/challenge status quo

**LUNCH AND TOUR WITH HALL COUNTY BOARD OF SUPERVISORS AND DEPARTMENT DIRECTORS:**

The following Hall County Board of Supervisors were present for the Joint City/County Special Study Session: Jim Eriksen, Pam Lancaster, Bud Jeffries, Bob Rye, Daniel Wagoner, Scott Arnold, Bob Humiston, and Marla Conley County Clerk.

The following City Department Directors were present: Craig Lewis, Building; Jon Rosenlund, Emergency Management; David Springer, Finance; Jim Rowell, Fire Chief; Brenda Sutherland, Human Resources; Dale Shotkoski, City Attorney; Steve Fosselman, Library; Steve Paustian, Parks and Recreation; Steve Lamken, Police Chief; Steve Riehle, Public Works; Chad Nabity, Regional Planning, and Gary Mader, Utilities.

Following lunch, tours of the new Law Enforcement Center were given by Police Chief Steve Lamken and Sheriff Jerry Watson.

**TOP 3 CHALLENGES/OPPORTUNITIES FOR DEPARTMENTS IN THE NEXT FIVE YEARS:**

The following Department Directors briefly presented the top three challenges/opportunities for their departments in the next five years:

Building Department, Craig Lewis – 1) implantation of software for inspection programs 2) implementation of new license programs 3) property maintenance issues. Comments were made regarding issues of downtown building safety codes, inspections, sprinkler systems and ISO ratings.

Emergency Management, Jon Rosenlund – 1) staffing 2) adequate alternate dispatch center 3) future funding for replacement equipment and software. Comments were made regarding Homeland security grants.

Finance, David Springer – 1) technological advances 2) provide adequate/affordable health care plan for employees 3) maintain the cities financial strength. Comments were made regarding the upcoming budget, health care costs, investments, meter reading and rate structure.

Fire, Jim Rowell – 1) age of infrastructure - vehicles and equipment replacement plan 2) age of citizens within the community 3) age/retention of employees. Comments were made regarding significant structure fires, ISO and services.

Human Resources, Brenda Sutherland – 1) labor – planning for turnover due to retirements and regular turnovers 2) labor – salaries and benefits 3) labor – union negotiations. Comments were made regarding retaining/replacing employees.

Legal, Dale Shotkoski – 1) labor - union issues 2) labor - internal equity 3) purchasing internal controls.

Library, Steve Fosselman – 1) strengthening the library as a community center 2) additional learning centers within the library 3) costs of running the library. Comments were made regarding a northwest annex, increased database, future of libraries, age of patrons and services to the community.

Parks & Recreation, Steve Paustian – 1) acquiring property for future park development 2) redefining and evolution of the recreation division 3) money. Comments were made regarding development of parks through developers.

Police, Steve Lamken – 1) police community relations 2) staffing 3) technology. Comments were made regarding services above and beyond the duty required and computers in all police vehicles.

Public Works, Steve Riehle – 1) balancing projects and needs for infrastructure while maintaining current infrastructure 2) succession planning 3) manage projects. Comments were made regarding sanitary sewer system deterioration and detention cell maintenance.

Regional Planning, Chad Nabity – 1) Broadwell grade crossing 2) staffing 3) sewer and water extensions along South Locust Street. Comments were made regarding TIF funding along South Locust Street.

Utilities, Gary Mader – 1) condition of electric utility industries throughout the nation/regulatory requirements, uncertainty of future electric 2) renewable resources 3) water quality. Comments were made regarding coal fired power plants, energy audits, and Parkview Superfund.

#### **WRAP UP/GOING FORWARD:**

Jeff Pederson City Administrator thanked the department directors and council for their input. Mr. Pederson mentioned a pre-budget retreat in the next 6 to 8 weeks. Mayor Hornady thanked those present.

**ADJOURNMENT:** The meeting was adjourned at 4:30 p.m.

RaNae Edwards  
City Clerk





# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item G3

### **Approving Appointment of Bruce Eberle to Business Improvement District #5**

*The Mayor has submitted the name of Bruce Eberle to the Business Improvement District #5 Board to fill the unexpired term of Joan Dellenback. This appointment would become effective immediately upon Council approval and would expire on December 31, 2008.*

Staff Contact: Mayor Margaret Hornady



# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item G4

**#2008-31 - Approving Change Order #1 for Public Safety Drive  
Paving, Street Improvement Project Number 2006-P-2**

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

# **Council Agenda Memo**

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

**Meeting:** February 12, 2008

**Subject:** Approving Change Order #1 for Public Safety Drive Paving, Street Improvement Project Number 2006-P-2

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

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

## **Background**

The Starostka Group Unlimited, Inc. was awarded a \$249,363.48 contract on May 9, 2006. The contract was for concrete paving and storm sewer for Public Safety Drive between the Law Enforcement Center and the Hall County Correctional Facility.

## **Discussion**

### **Water Main Protection-**

The storm sewer outlet for the project crosses over a 30" water line with only 12 inches of clearance. A number of design changes were made to protect the water line. Footings were constructed on either side of the water main to support the storm sewer. The water main was surrounded by an insulating material to prevent the water main from freezing. The storm sewer pipe was changed from Reinforced Concrete Pipe (RCP) to High-Density Polyethylene (HDPE) pipe to reduce the loading on the water line. A saddle and observation pipe was connected to the water line so that the temperature of the water main could be monitored.

Change Order Number 1 will cover the cost of concrete footings, rebar, and saddle/pipe where the storm sewer crossed the water main. The insulating material was purchased by the City of Grand Island. The pipe material change was done at no change in price.

### **Pipe Culvert Changes-**

Rather than install new reinforced concrete for the driveway, the existing slope was relayed.

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

• Concrete \$250.00/cy x 2 cy	\$500.00
• Rebar	\$200.00
• Saddle/Pipe	\$150.00
• <u>Relay 18" RCP</u>	<u>\$117.00</u>
Total Cost	\$967.00

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Change Order #1 for Public Safety Drive Paving, Street Improvement Project Number 2006-P-2.

### **Sample Motion**

Move to approve Change Order #1 for Public Safety Drive Paving, Street Improvement Project Number 2006-P-2 in an amount of \$967.00.

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

**CHANGE ORDER NUMBER 1**

**Date of Issuance:** December 14, 2007

**PROJECT:** Public Safety Drive Paving, Street Improvement Project Number 2006-P-2

**CONTRACTOR:** Starostka Group Unlimited Inc.

**CONTRACT DATE:** May 9, 2006

The storm sewer outlet for the project crosses over a 30" water line with only 12 inches of clearance. Design changes were made to protect the water line. Footings were constructed on either side of the water main to support the storm sewer. The water main was surrounded by an insulating material to prevent the water main from freezing. The storm sewer pipe was changed from Reinforced Concrete Pipe (RCP) to High-Density Polyethylene (HDPE) pipe to reduce the loading on the water line. A saddle and observation pipe was connected to the water line so that the temperature of the water main could be monitored.

Rather than install new reinforced concrete pipe for the driveway – the existing slope was relayed.

The changes are:

• Concrete Footings (\$250.00/cy x 2 cy)	\$500.00
• Rebar	\$200.00
• Saddle/Pipe	\$150.00
• Relay 18" RCP	\$117.00
<b>Total</b>	<b>\$967.00</b>

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

Contract Price Prior to This Change Order .....	\$249,363.48
Net Increase/ <del>Decrease</del> Resulting from this Change Order .....	\$ 967.00
Revised Contract Price Including this Change Order .....	\$250,330.48

**Approval Recommended:**

By \_\_\_\_\_  
Steven P. Riehle, Public Works Director

Date \_\_\_\_\_

**The Above Change Order Accepted:**

\_\_\_\_\_  
Starostka Group Unlimited Inc.  
Contractor

By \_\_\_\_\_  
Marc Starostka, Vice President

Date \_\_\_\_\_

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

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

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

Date \_\_\_\_\_

RESOLUTION 2008-31

WHEREAS, on May 2, 2006, by Resolution 2006-136, the City Council of the City of Grand Island awarded the Starostka Group Unlimited, Inc., of Grand Island, Nebraska, the bid in the amount of \$249,363.48, for Street Improvement Project 2006-P-2 for concrete paving and storm sewer installation between the Law Enforcement Center and the Hall County Correctional Facility; and

WHEREAS, it has been determined that modifications to the work to be performed by the Starostka Group Unlimited, Inc. are necessary; and

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

WHEREAS, it is recommended that modifications to the work to be done by the Starostka Group Unlimited, Inc. are necessary; and

WHEREAS, the result of such modification will increase the contract amount by \$967.00 for a revised contract price of \$250,330.48.

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

Concrete.....	\$500.00
Rebar .....	\$200.00
Saddle/Pipe .....	\$150.00
Relay 18" RCP .....	\$117.00
Total: .....	\$967.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney



# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item G5

**#2008-32 - Approving Certificate of Final Completion for Street Improvement Project Number 2006-P-2, Public Safety Drive**

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

# **Council Agenda Memo**

**From:** Steven P. Riehle, City Engineer / Public Works Director

**Meeting:** February 12, 2008

**Subject:** Approving Certificate of Final Completion for Street Improvement Project No. 2006-P-2, Public Safety Drive

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

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

## **Background**

The Starostka Group Unlimited, Inc. was awarded a \$249,363.48 contract on May 9, 2006. The contract was for concrete paving and storm sewer for Public Safety Drive between the Law Enforcement Center and the Hall County Correctional Facility. Work commenced on May 7, 2007 and was completed on January 9, 2008.

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans, and the specifications. It was completed at a total cost of \$241,539.25, which includes one Change Order in the amount of \$967.00. There were no overruns during this project.

## **Alternatives**

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

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



## **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Street Improvement Project No. 2006-P-2.

## **Sample Motion**

Move to approve the Certificate of Final Completion for Street Improvement Project No. 2006-P-2.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Street Improvement Project No. 2006-P-2  
Public Safety Drive Paving  
CITY OF GRAND ISLAND, NEBRASKA  
January 9, 2008

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

This is to certify that Street Improvement Project No. 2006-P-2 has been fully completed by Starostka Group Unlimited Inc. of Grand Island, Nebraska under the contract dated May 9, 2006. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **Street Improvement Project No. 2006-P-2; Public Safety Drive Paving**

<u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>	<u>Unit</u>	<u>Total</u> <u>Quantity</u>	<u>Total</u> <u>Cost</u>
1.	Remove & Replace PCC Ditch Liner	\$ 713.60	Lump Sum	1.00	\$ 713.60
2.	24" Flared End Section	\$ 630.60	Ea.	0.00	\$ 0.00
3.	24" RCP Class III	\$ 47.20	Linear Ft.	897.00	\$42,338.40
4.	18" RCP Class IV	\$ 38.95	Linear Ft.	246.17	\$ 9,588.32
5.	15" RCP Class IV	\$ 29.70	Linear Ft.	259.00	\$ 7,692.30
6.	12" RCP Class IV	\$ 25.90	Linear Ft.	866.00	\$22,429.40
7.	Standard Junction Box	\$2,826.45	Ea.	2.00	\$ 5,652.90
8.	Type "D" Modified Inlet	\$1,975.46	Ea.	18.00	\$35,558.28
9.	18" RC Culvert Pipe	\$ 43.35	Linear Ft.	0.00	\$ 0.00
10.	Remove Existing RCP	\$ 9.90	Linear Ft.	22.00	\$ 217.80
11.	Remove, Salvage & Re-Install 18" RC FES	\$ 187.25	Ea.	2.00	\$ 374.50
12.	Sawcut & Remove PCC Median	\$ 9.00	Square Yd.	316.00	\$ 2,844.00
13.	Sawcut & Remove PCC Conc. Surfacing	\$ 5.75	Square Yd.	381.00	\$ 2,190.75
14.	Sawcut & Remove PCC Sidewalk	\$ 0.35	Square Ft.	541.00	\$ 189.35
15.	10" PCC Surfacing	\$ 27.95	Square Yd.	316.20	\$ 8,837.79
16.	8" PCC Surfacing	\$ 27.70	Square Yd.	2,836.40	\$78,568.28
17.	6" PCC Surfacing	\$ 19.70	Square Yd.	472.80	\$ 9,314.16
18.	6" PCC Integral Curb	\$ 7.00	Linear Ft.	1,384.00	\$ 9,688.00
19.	4" PCC for Median	\$ 30.20	Square Yd.	11.60	\$ 350.32
20.	4" PCC Sidewalk	\$ 2.75	Square Ft.	390.00	\$ 1,072.50
21.	4" x 60' Conduit w/ Caps	\$ 737.90	Ea.	4.00	\$ 2,951.60

**Original Project Total**

-----  
**\$240,572.25**

**Change Order #1**

22.	Concrete	\$ 250.00	Cubic Yd.	2.00	\$ 500.00
23.	Rebar	\$ 200.00			\$ 200.00
24.	Saddle/Pipe	\$ 150.00			\$ 150.00
25.	Relay 18" RCP	\$ 117.00			\$ 117.00
<b>Change Order #1 Total</b>					<b>\$ 967.00</b>

---

**TOTAL PROJECT COST FOR 2006-P-2**

**\$241,539.25**

I hereby recommend that the Engineer's Certificate of Final Completion for the Street Improvement Project No. 2006-P-2 be approved.

---

Steven P. Riehle – City Engineer/Public Works Director

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Margaret Hornady – Mayor

RESOLUTION 2008-32

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Project No. 2006-P-2, Public Safety Drive Paving and Storm Sewer, certifying that the Starostka Group Unlimited, Inc., of Grand Island, Nebraska, under contract, has completed the installation of concrete paving and storm sewer between the Law Enforcement Center and the Hall County Correctional Facility; and

WHEREAS, the City Engineer / Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendations of the City Engineer / Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2006-P-2, Public Safety Drive Paving and Storm Sewer, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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



# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item G6

**#2008-33 - Approving the Certificate of Compliance with the  
Nebraska Department of Roads for Maintenance Agreement No.  
12; Calendar Year 2007**

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

# **Council Agenda Memo**

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

**Meeting:** February 12, 2008

**Subject:** Approving the Certificate of Compliance with the  
Nebraska Department of Roads for Maintenance  
Agreement No. 12; Calendar Year 2007

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

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

## **Background**

The City of Grand Island and the Nebraska Department of Roads have an agreement for the maintenance of state highways within the city limits. Maintenance responsibilities for state highways within city limits are defined by state statute. The Nebraska Department of Roads is responsible for the maintenance of the highway lanes through a community and the city is responsible for the maintenance of any highway widening including parking or left turn lanes.

## **Discussion**

The agreement requires certification that the City completed the maintenance work required by the agreement for the 2007 calendar year. The State performs snow removal on NE Highway 2, US Highway 281, US Highway 34, and a portion of US Highway 30 from the west city limits to Johnstown Road. The City performs snow removal on US Highway 30 from Johnstown Road through town to the east city limits at Shady Bend Road. The City performs the surface maintenance on all state highways within the city limits.

The net result of this exchange of services is a payment by the Nebraska Department of Roads to the City of Grand Island in the amount of \$36,198.30



## **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 pass a Resolution authorizing the Mayor to sign the Certificate of Compliance.

## **Sample Motion**

Move to approve the Certificate of Compliance for Maintenance Agreement No. 12.

## CERTIFICATE OF COMPLIANCE

**Maintenance Agreement No. 12**

Maintenance Agreement Between the  
Nebraska Department of Roads and the  
Municipality of GRAND ISLAND  
Municipal Extensions in GRAND ISLAND

We hereby certify that all roadway surface maintenance has been  
accomplished as per terms of the Maintenance Agreement specified above.

As per SECTION 8d of the agreement, we are submitting this certificate  
to the District Engineer WESLEY WAHLGREN, Department of Roads,  
GRAND ISLAND, Nebraska.

ATTEST: \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

I hereby certify that roadway surface maintenance was performed as per  
the above Agreement and payment for the same should be made.

\_\_\_\_\_  
DISTRICT ENGINEER – DEPT. OF ROADS

RESOLUTION 2008-33

WHEREAS, each year the City of Grand Island enters into a maintenance agreement with the State of Nebraska Department of Roads with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, the City has complied with all surface maintenance work for the calendar year 2007 in accordance with the agreement; and

WHEREAS, upon receiving the City's Certificate of Compliance, the state will reimburse the City for maintenance work performed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island has complied with the terms of Maintenance Agreement No. 12 for calendar year 2007; and the Mayor is hereby authorized and directed to execute the Certificate of Compliance for such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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



# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item G7

**#2008-34 - Approving Bid Award for Sanitary Sewer District No. 96 Replacement, Between Yund & Division Streets, from Plum Street to Vine Street**

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

# **Council Agenda Memo**

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

**Meeting:** February 12, 2008

**Subject:** Approving Bid Award for Sanitary Sewer District No. 96 Replacement, Between Yund & Division Streets, from Plum Street to Vine Street

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

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

## **Background**

On January 18, 2008 the Waste Water Treatment Division of the Public Works Department advertised for bids for the replacement of Sanitary Sewer District No. 96, between Yund & Division Street, from Plum Street to Vine Street. This replacement is needed due to the deterioration of the old sewer line that was installed in 1923.

## **Discussion**

One bid was received and opened on February 5, 2008. The Waste Water Treatment Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the single bid.

The bid of \$47,797.23 from The Diamond Engineering Company of Grand Island, Nebraska is under the Engineer's estimate of \$50,276.00.

Funds are available in account number 53030055-85213.

## **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 bid award to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$47,797.23.

## **Sample Motion**

Move to award the bid to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$47,797.23.

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



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 5, 2008 at 11:00 a.m.

**FOR:** Sanitary Sewer District No. 96 Replacement

**DEPARTMENT:** Public Works

**ESTIMATE:** \$50,276.00

**FUND/ACCOUNT:** 53030055-85213

**PUBLICATION DATE:** January 18, 2008

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

**Bidder:** The Diamond Engineering Co.  
Grand Island NE

**Bid Security:** Universal Surety Company

**Exceptions:** None

**Bid Price:** \$47,797.23

cc: Steve Riehle, Public Works Director  
Ben Thayer, WWTP Superintendent  
Catrina Delosh, PW Admin. Assist.  
Wes Nespor, Assist. City Attorney  
Jeff Pederson, City Administrator

Bud Buettner, Assist. PW Director  
Roger Scott, WWTP Engineer  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

**P1224**

RESOLUTION 2008-34

WHEREAS, the City of Grand Island invited sealed bids for Sanitary Sewer District No. 96 Replacement between Yund and Division Streets from Plum Street to Vine Street, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on February 5, 2008, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering 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 \$47,797.23; and

WHEREAS, the bid of The Diamond Engineering Co. is less than the estimate for the Sanitary Sewer District No. 96 Replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Co. of Grand Island, Nebraska, in the amount of \$47,797.23 for Sanitary Sewer District No. 96 Replacement between Yund and Division Streets from Plum Street to Vine Street is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney





# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item G8

**#2008-35 - Approving Maintenance Agreement No. 12 Renewal  
with the Nebraska Department of Roads**

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

# **Council Agenda Memo**

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

**Meeting:** February 12, 2008

**Subject:** Approving Maintenance Agreement No. 12 Renewal  
with the Nebraska Department of Roads

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

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

## **Background**

Each year the City and the Nebraska Department of Roads enter into an agreement for the maintenance of Highways within the City Limits. The agreement for 2008 has been prepared. The content and scope of the agreement is similar to that of previous years.

## **Discussion**

The maintenance responsibilities by statute are detailed in Exhibit A of the agreement. Calculations for payments are detailed in Exhibit B. Surface maintenance and snow removal responsibilities from an operational efficiency stand point are detailed in Exhibit C. The net result of this exchange of services for 2008 will be a payment to the City of \$36,198.30.

## **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 pass a Resolution approving Maintenance Agreement No. 12.

### **Sample Motion**

Move to approve Maintenance Agreement No. 12 for 2008.

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
**(Streets Designated Part of the State Highway System excluding Freeways)**

**Maintenance Responsibility**

Neb. Rev. Stat. § 39-2105

**Maintenance Operation**

Neb. Rev. Stat. § 39-1339

	<b><u>Metropolitan Cities</u></b> (Omaha)	<b><u>Primary Cities</u></b> (Lincoln)	<b>1<sup>st</sup> Class Cities</b>	<b>2<sup>nd</sup> Class Cities &amp; Villages</b>
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Dept.	Dept.	Dept.
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Dept.
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Dept.	Dept.	Dept.

**Maintenance Responsibility**

Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

**Maintenance Operation**

Neb. Rev. Stat. § 39-1339

	<b>Metropolitan Cities</b> (Omaha)	<b>Primary Cities</b> (Lincoln)	<b>1<sup>st</sup> Class Cities</b> > 40,000	<b>1<sup>st</sup> Class Cities</b> < 40,000	<b>2<sup>nd</sup> Class Cities</b>
Pavement markings limited to lane lines, centerline, No passing lines, and edgelines on all connecting links except state maintained freeways	City	City	City	Dept.	Dept.
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.	City	City	City	City	City
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Dept.	Dept.
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Dept.	Dept.

EXHIBIT "B"  
City of GRAND ISLAND

Pursuant to Sections 1a, 1b, 1c, 8a, 8b, 8c and 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the STATE agrees to pay to the CITY the sum of \$1,515.00 per lane mile for performing the surface maintenance on those lanes listed on the attached copy of Exhibit "C".

From Exhibit "C" it is determined that the STATE'S responsibility for surface maintenance within the City Limits is 32.42 lane miles.

$32.42 \text{ lane miles} \times \$1515.00 \text{ per lane mile} = \$49,116.30$  due the CITY for surface maintenance.

From Exhibit "A" it is determined that snow removal within City Limits is the responsibility of the CITY. The CITY agrees to pay the STATE the sum of \$300.00 per lane mile for snow removal on those sections of highway within City Limits as listed on the attached copy of Exhibit "C".

From Exhibit "C" it is determined that the CITY'S responsibility for snow removal within the City Limits is 43.06 lane miles.

$43.06 \text{ lane miles} \times \$300.00 = \$12,918.00$  due the STATE for snow removal.

$\$49,116.30 - \$12,918.00 = \$36,198.30$  due the CITY and payable as per Section 8d.

**EXHIBIT "C"**

**City of GRAND ISLAND**

**STATE OF NEBRASKA  
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2105**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
							STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	4	4.88	**2.44	2.44
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	4	4.88	**2.44	2.44
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.49	0.33	2	0.66	*0.66	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	232.53	232.77	0.24	2	0.48	*0.48	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.28	0.03	2	0.06	*0.06	
Jct. 34 & 281 No. Corporate Limits	US 281	67.45	67.94	.49	4	1.96	*1.96**	
		68.20	72.60	4.40	4	17.60	*17.60**	
<b>TOTALS</b>						<b>68.78</b>	<b>51.74</b>	<b>17.04</b>

**\*\*32.42 MILES WHERE NDOR PAYS THE CITY FOR SURFACE MAINTENANCE**

**\*43.06 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR**

MAINTENANCE AGREEMENT NO. 12

Maintenance Agreement Between the  
Nebraska Department of Roads and the  
Municipality of GRAND ISLAND  
Municipal Extensions of GRAND ISLAND

A G R E E M E N T   R E N E W A L

We hereby agree that Maintenance Agreement No. 12, as described  
above, be renewed for the period JANUARY 1, 2008 to  
DECEMBER 31 , 2008

All figures, terms, and exhibits to remain in effect as per the original agreement  
dated JANUARY 1, 2006.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be  
executed by their proper officials thereunto duly authorized as of the date  
below indicated.

EXECUTED BY THE City this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS

\_\_\_\_\_  
DISTRICT ENGINEER

ATTEST:                      CITY OF \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

RESOLUTION 2008-35

WHEREAS, on December 22, 1992, the City of Grand Island approved and entered into Maintenance Agreement No. 12 with the State of Nebraska Department of Roads with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, this agreement requires annual renewal by both parties thereto; and

WHEREAS, it is in the best interest of the City of Grand Island to approve Maintenance Agreement No. 12, to be effective January 1, 2008.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Maintenance Agreement No. 12 between the City and the State of Nebraska Department of Roads for the term January 1, 2008 through December 31, 2008 is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item G9

**#2008-36 - Approving Acquisition of Utility Easement - 3321 Island Circle - West of Webb Road and South of Hwy. 30 - GIAET, LLC**

*This item relates to the aforementioned Public Hearing Item E-4.*

Staff Contact: Gary R. Mader

R E S O L U T I O N   2008-36

WHEREAS, a public utility easement is required by the City of Grand Island, from GIAET, LLC, to install, upgrade, maintain and repair public utilities and appurtenances, including lines and transformers; and

WHEREAS, a public hearing was held on February 12, 2008, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; more particularly described as follows:

**TRACT NO. 1**

The easterly twenty (20.0) feet of Lot Three (3) Lacy Subdivision.

**TRACT NO. 2**

The centerline of a twenty (20.0) foot wide tract being more particularly described as follows: Commencing at the northeast corner of Lot Three (3) Lacy Subdivision; thence southerly along the easterly line of said Lot Three (3), a distance of two hundred sixty one and fourteen hundredths (261.14) feet; thence deflecting right 90°36'21" and running westerly, a distance of twenty (20.0) feet to a point on the westerly line of Tract No. 1, being the actual Point of Beginning of Tract No. 2; thence continuing westerly on the last described course, a distance of one hundred seventy four (174.0) feet.

The above-described easement and right-of-way containing a combined total of 0.338 acres, more or less, as shown on the plat dated 1/22/2008, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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

Approved as to Form <input type="checkbox"/> _____ February 7, 2008 <input type="checkbox"/> City Attorney
---



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G10**

**#2008-37 - Approving Bid Award for Office, Lab & Maintenance  
Room Fire Protection - 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:** February 12, 2008

**Subject:** Bid Award - Office, Lab and Maintenance Room Fire Protection – Platte Generating Station

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

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

## **Background**

The Department's fire insurance underwriter, FM Global, has recommended the installation of a fire sprinkler system for the office, laboratory, and maintenance room at the Platte Generating Station. Plant management reviewed this recommendation and concurred based on its life safety aspect as well as minimizing property damage in the event of a fire. Specifications for the fire sprinkler system were developed by plant staff and approved by FM Global.

## **Discussion**

The specifications for the Office, Lab and Maintenance Room Fire Protection 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 \$80,000.00.

<u>Bidder</u>	<u>Bid Price</u>
Ahern Fire Protection	\$ 54,189.00
Nebraska Fire Sprinkler	\$ 41,200.00

The bids were reviewed by plant engineering staff. The bidders took similar exceptions with parts of the specifications regarding fire detection sensors and control panels. These exceptions were determined to be acceptable. Both bidders are compliant with specifications and less than the engineer's estimate.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council award the Contract for Office, Shop and Maintenance Room Fire Protection to Nebraska Fire Sprinkler from Alda, Nebraska, as the low responsive bidder, with the bid price of \$41,200.00.

## **Sample Motion**

Move to approve award of the bid of \$41,200.00 from Nebraska Fire Sprinkler for the Office, Shop and Maintenance Room Fire Protection as submitted.

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



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 31, 2008 at 11:00 a.m.

**FOR:** Office, Lab and Maintenance Room Fire Protection

**DEPARTMENT:** Utilities

**ESTIMATE:** \$80,000.00

**FUND/ACCOUNT:** 520

**PUBLICATION DATE:** January 18, 2008

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

<b>Bidder:</b>	<b><u>Ahern Fire Protection</u></b> Omaha, NE	<b><u>Nebraska Fire Sprinkler</u></b> Alda, NE
<b>Bid Security:</b>	Continental Casualty Co.	Universal Surety Co.
<b>Exceptions:</b>	Noted	Noted
<b>Bid Price:</b>	<b>\$54,189.00</b>	<b>\$41,200.00</b>

cc: Gary Mader, Utilities Director  
Lynn Mayhew, PGS  
Karen Nagel, Utilities Secretary  
Wes Nesper, Assist. City Attorney  
Jeff Pederson, City Administrator

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

**P1223**

RESOLUTION 2008-37

WHEREAS, the City of Grand Island invited sealed bids for Office, Lab and Maintenance Room Fire Protection for the Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 31, 2008, bids were received, opened and reviewed; and

WHEREAS, Nebraska Fire Sprinkler of Alda, 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 \$41,200.00; and

WHEREAS, the bid of Nebraska Fire Sprinkler is less than the estimate for Office, Lab and Maintenance Room Fire Protection.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Fire Sprinkler of Alda, Nebraska, in the amount of \$41,200.00 for Office, Lab and Maintenance Room Fire Protection is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G11**

**#2008-38 - Approving Confidentiality Agreement for Community  
Wind Energy Transmission, LLC**

**Staff Contact: Gary R. Mader; Wesley Nespor**



# **Council Agenda Memo**

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

**Meeting:** February 12, 2008

**Subject:** Confidentiality Agreement for Community Wind Energy Transmission, LLC

**Item #'s:** G-11

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

## **Background**

Since 1998, Grand Island Utilities has participated in wind power developments in the state. The most recent project, Community Wind Energy Transmission (CWET) is in the early stages of development. The three projects in which the City has participated are summarized below.

Spring View Project – was the first utility sized wind generator project in Nebraska. The project was funded by several public power utilities in the state and by a grant from the Electric Power Research Institute. The units operated for about eight years, but were decommissioned last year because of severe and very frequent mechanical failures. The participants are investigating installation of replacement units of newer design. Project size was 1.5 MW.

Elkhorn Ridge – is an 80 MW project proposed to be constructed near Bloomfield, in northeast Nebraska. Nebraska Public Power District (NPPD) is the lead agency in this development. In December 2007, the City Council approved a Confidentiality Agreement among the potential project participants and the developer, Midwest Wind Energy LLC, of Genoa, Illinois. Project development and evaluation continue.

Community Wind Energy Transmission Project (CWET) – this most recent project, is a 40 MW facility also located near Bloomfield, Nebraska. CWET was originally set up with NPPD as its sole participant. Recently, the NPPD Board decided to open this project for participation by other utilities.

## **Discussion**

Since the CWET is being built by a private developer, participants are required to maintain confidentiality regarding the project, as with the Elkhorn Ridge project. Initial cost figures for the CWET project estimate a savings of approximately 5% per MWh over the larger 80 MW project. Acceptance of the Confidentiality Agreement allows Grand Island to receive detailed information regarding cost and components and provides the opportunity to participate in the project should it be determined to be economically feasible and come to full development.

## **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 participation in the State wind power projects be continued and that the Confidentiality Agreement be signed to allow continued involvement in the Community Wind Energy Transmission LLC Project.

## **Sample Motion**

Move to approve the Confidentiality Agreement to continue involvement in the Community Wind Energy Transmission LLC Project.

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The City of Grand Island ("GI") and Community Wind Energy Transmission LLC ("CWET") agree as follows:

WHEREAS, the parties have entered into, or will likely soon enter into, discussions and negotiations relating to Community Wind Energy Transmission LLC ("Business Relationship") during which the parties may disclose certain confidential information related to their operations and business ("Confidential Information"); and

WHEREAS, the parties desire to protect the Confidential Information that they may disclose to each other pursuant to this Agreement;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. **Confidential Information.** For purposes of this Agreement, "Confidential Information" shall mean any information about the real, personal and intellectual properties, finances, operations, development strategies, business plans and other business information of each party and any affiliate companies, which is designated as "Confidential" in accordance with this Agreement, but shall not include information excluded under paragraph 5 hereof. Confidential Information, when disclosed in written, machine-readable, or other tangible form by one party to the other party, shall be clearly marked as "Confidential." Information which is disclosed orally and is considered confidential by a party shall be treated as Confidential Information and used only according to the terms of this Agreement. Each disclosure of Confidential Information shall be documented by the disclosing party, and in the case of oral disclosures such documentation shall be provided to the opposite party within fifteen (15) working days in the form of a written notice, summarizing those matters designated as Confidential Information.

2. **Use of Confidential Information.** During the course of discussions as to the Business Relationship, the parties may disclose to each other certain Confidential Information, either by oral or written communications. These disclosures will be made upon the basis of the confidential relationship between the parties and upon their agreement that, unless specifically authorized in writing by the other, they will:

- (a) use such Confidential Information solely for the purpose of evaluating the Business Relationship, and shall not use such Confidential Information for any other purpose, including, but not limited to, entering or negotiating any competing business venture, or soliciting any other business; and
- (b) promptly return to each other, upon request, any and all tangible material concerning such Confidential Information, including all copies and notes, or destroy the same and provide the other party with a written statement that such destruction has occurred. Under no circumstances shall any Confidential Information or copy thereof be retained, except with the express written approval of the owner of such Confidential Information.

3. **Nondisclosure.**

- (a) Each party agrees that it will use reasonable care to prevent unauthorized disclosure of Confidential Information. Neither party will make any copies of Confidential Information that is in written or other tangible form except for use by authorized persons with a need to know in connection with the Business Relationship, and all persons having access to Confidential Information shall agree to comply with the terms of this Agreement. Each party shall, upon request, provide the other with a list of persons authorized to receive Confidential Information.
- (b) Each party further agrees not to distribute, disclose or disseminate Confidential Information in any way to anyone, except persons who have such need to know, or use Confidential Information for its own purpose. Each party agrees that its disclosure of Confidential Information to a person who has a need to know shall be limited to only so much of the Confidential Information as is necessary for that person to perform his/her function in connection with the Confidential Information.

4. **No Obligations.** The furnishing of Confidential Information hereunder shall not obligate either party to enter into any further agreement or negotiation with the other or to refrain from discussing or entering into a business relationship with any other party.

5. **Exception.** The obligations imposed herein shall not apply to Confidential Information:

- (a) which becomes available to the public through no wrongful act of the receiving party; or
- (b) which may be published or otherwise made available to the public prior to the date hereof; or
- (c) which is received from a third party without restriction known to the receiving party and without breach of this Agreement; or
- (d) which is independently developed by the receiving party; or
- (e) which must be disclosed pursuant to a legal requirement (including but not limited to the Nebraska Public Records Act, Neb. Rev. Stat. ' 84-712.01 et seq.) If disclosure is requested or demanded as to Confidential Information pursuant to a legal requirement, the party receiving the request or demand shall provide the owner of such Confidential Information with prompt written notice to enable the owner to seek protective legal remedies and the receiving party shall reasonably cooperate in connection therewith.

6. **Termination.** Either party may terminate this Agreement upon ten (10) days written notice. However, upon termination, each party shall return or destroy Confidential Information, as

provided in paragraph 2 hereof, and shall continue to comply with the requirements of paragraph 2 and 3 hereof for a period of one (1) year following the return or destruction of the Confidential Information, or the delivery of the Confidential Information, whichever is longer.

7. **Reliance.** Each party acknowledges that neither it nor any of its representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information, except as may be otherwise agreed in writing between the parties. Neither party or its representatives shall have any liability to the other party, any of such other party's representatives, or any other person, relating to or arising from the use of the Confidential Information or for any errors therein or omissions therefrom, and each party assumes full responsibility for all conclusions such party derives from the Confidential Information, except as may be otherwise agreed in writing between the parties.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the treatment of Confidential Information. This Agreement may be modified only by written agreement of the parties. It shall be binding upon the parties hereto and their respective successors and assigns.

9. **Enforcement.** All provisions hereof for the protection of each party are intended to be for each party's benefit and enforceable directly by each party. Each party agrees that any remedy at law for any actual or threatened breach of this Agreement by the other would be inadequate, and that each party shall be entitled to specific performance hereof or injunctive relief or both, by temporary remedy, writ or orders as may be entered into by a state or federal court of competent jurisdiction in the State of Nebraska in addition to any damages that the harmed party may be legally entitled to recover, together with reasonable expenses of litigation, including attorney's fees incurred in connection therewith as may be approved by such court, and each party further agrees to waive any requirement for the securing or posting of any bond in connection with obtaining any such injunctive or equitable relief.

10. **Notices.** All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier (such as Federal Express), or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth below or to such other address or facsimile number as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if delivered personally, the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the first business day after dispatch if sent by overnight commercial air courier, or on the fifth business day after posting if sent by mail.

IF TO GI:

City of Grand Island

ATTN: Travis Burdett  
PO Box 1968  
Grand Island, NE 68802  
Phone: (308) 385-5466  
Telefax: (308) 385-5449

IF TO CWET: Community Wind Energy Transmission LLC  
ATTN: Dan McGuire  
4540 Oakridge Circle  
Lincoln, NE 68516  
Phone: (402)489-1346  
Telefax:

11. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, construed and enforced in accordance with, the laws of the State of Nebraska.

12. **No Waiver.** The failure of either party to exercise its rights and remedies under this Agreement upon an occurrence of a breach of this Agreement shall not be deemed a waiver of any subsequent breach of this Agreement.

13. **Negotiations.** Unless otherwise required by law (including as required by a court order), neither party hereto, without the prior written consent of the other, shall disclose to any other person any information about the Business Relationship, or the terms, conditions or other facts relating thereto, including the fact that the Confidential Information has been made available.

DATED for reference purposes this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, ("\_\_\_\_"),

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

COMMUNITY WIND ENERGY TRANSMISSION LLC ("CWET")

By: \_\_\_\_\_  
Title: Managing Member

W128927.03

RESOLUTION 2008-38

WHEREAS, Since 1998, the Grand Island Utilities Department has participated in Wind Turbine Electric Generation Projects to secure the most cost effective form of renewable energy; and

WHEREAS, it is in the best interests of the City to continue participation of various renewable energy projects as they develop; and

WHEREAS, Community Wind Energy Transmission LLC (CWET) and several Nebraska utilities are investigating the development of a new wind turbine project.

WHEREAS, in order to secure the information exchanged, and to comply with the National Electric Reliability Council's standards prohibiting the disclosure of information that may be used to gain an unfair advantage in electric power markets, it is recommended that a confidentiality agreement be entered into between the parties; and

WHEREAS, the confidentiality agreement would authorize NPPD, the City's Utility Department and other participants to disclose to one another as well as their Reliability Coordinator, as required under applicable National Electric Reliability Council reliability standards, real-time power system reliability data for all points; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Confidentiality Agreement between the City, other participants, and the Nebraska Public Power District for Electric System Reliability Data is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

---

Margaret Hornady, Mayor

Attest:

---

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney

RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G12**

**#2008-39 - Approving Bid Award for Skid Steer Loader for the  
Water Shop, Utilities Department**

**Staff Contact: Gary R. Mader; Wesley Nespor**

# **Council Agenda Memo**

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

**Meeting:** February 12, 2008

**Subject:** Bid Award - Skid Steer Loader – Water Department

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

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

## **Background**

A Skid Steer Loader was included in the Water Department capital budget for the current fiscal year. This piece of equipment is very useful for replacing fire hydrants and large line valves and in water main installation and repair; for breaking up concrete paving and sidewalks, backfilling trenches with minimal damage to adjacent properties and cleanup of construction debris.

Specifications were prepared and advertised in accordance with City Purchasing Policy, and sent to local suppliers with requests for bids. The bids were publicly opened at 11:00 a.m. on January 29, 2008.

## **Discussion**

Two bids were received in response to the solicitation, both from local dealers. The bids are tabulated below:

<b>Bidder</b>	<b>Mfgr/Make/Model</b>	<b>Exceptions</b>	<b>Bid Including Tax</b>
Central NE Bobcat	Bobcat 5185	None	\$47,457.73
Green Line Equipment	John Deere 320	Noted	\$48,536.71

The “as read” low bidder, Central Nebraska Bobcat, took no exceptions to the specifications. Greenline Equipment took exceptions to some of the auxiliary equipment which were minor, and exception to the performance standard of the pavement breaker. The specifications for the pavement breaker stated 1,400 blows-per-minute with a 500 lb. impact force. The Greenline unit provides 1,180 blows-per-minute with a 575 lb. impact,

fewer blows but at a higher impact force. That unit is evaluated as meeting the intent of the specifications. Either bid is acceptable to the Department.

### **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 bid for the Skid Steer Loader be awarded to the lowest compliant bidder, Central Nebraska Bobcat of Grand Island, in the amount of \$47,457.73.

### **Sample Motion**

Move to accept the bid from Central Nebraska Bobcat for the Skid Steer Loader.

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



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 29, 2008 at 11:00 a.m.

**FOR:** Skid Steer Loader

**DEPARTMENT:** Utilities

**ESTIMATE:** \$60,000.00

**FUND/ACCOUNT:** 525

**PUBLICATION DATE:** January 15, 2008

**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<u>Central Nebraska Bobcat</u> Grand Island NE	<u>Green Line Equipment</u> Grand Island NE
<b>Exceptions:</b>	None	Noted
<b>Bid Price:</b>	\$47,457.73	\$48,536.71
<b>Bidder:</b>	<u>Fairbanks Grand Island</u> Grand Island NE No Bid	

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

Bob Smith, Assist. Utilities Director  
David Goosic, Water Supt.  
Wes Nespor, Assist. City Attorney  
Jeff Pederson, City Administrator

**P1220**

RESOLUTION 2008-39

WHEREAS, the City of Grand Island invited sealed bids for a Skid Steer Loader, according to plans and specifications on file with the Water Division of the Utilities Department; and

WHEREAS, on January 29, 2008, bids were received, opened and reviewed; and

WHEREAS, Central Nebraska Bobcat 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 \$47,457.73; and

WHEREAS, the bid of Central Nebraska Bobcat is less than the estimate for the Skid Steer Loader.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Central Nebraska Bobcat of Grand Island, Nebraska in the amount of \$47,457.73 for a Skid Steer Loader is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G13**

**#2008-40 - Approving Extension Request for Block Grant 05-CR-015 Community Revitalization, Phase I**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development Administrator

**Meeting:** February 12, 2008

**Subject:** CDBG Amendment Request for Community Revitalization, Phase 1

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

**Presenter(s):** Joni Kuzma, Community Development Administrator

## **Background**

In March 2006, the State of Nebraska Department of Economic Development (DED) awarded a \$296,113 Community Development Block Grant to the City of Grand Island. The Community Revitalization was awarded to fund the projects of Owner-Occupied Rehabilitation, Down Payment Assistance for First Time Homebuyers, and Infrastructure improvements in a specified low- to- moderate income neighborhood.

The original grant contract was March 2006 to August 31, 2007. In October 2007, Community Development requested an amendment from DED to extend the contract end date to December 31, 2007. The first extension request was based on: 1) communication difficulties with non-English speaking clients and contractors, 2) contractors who were not certified in Lead Safe Work Practices and needed training, and 3) the late date on which the final housing rehab participant was accepted into the program (July 2007).

An extension request was granted by DED until December 31, 2007. However, due to the December 1, 2007 resignation of the grant/housing administrator, after a 3-month absence from October 5, 2007 to December 1, 2007, the work was not completed.

## **Discussion**

Community Development is requesting Council approval for a second extension request that would establish a contract end date of February 29, 2008. Although the City immediately hired a certified housing contractor to finish the 9 rehabilitation projects, there was not sufficient time between December 1 and the contract extension date of December 31 to adequately conduct final inspections and close-out the grant. The

housing contractor has provided lead based paint inspection and clearance testing services for each of the properties served by this grant.

DED requires Council approval of an extension request in the form of a resolution to accept an amendment request. As of this date, the contracted housing administrator has completed lead clearance testing and final inspections on all of the rehab properties. There are a few Housing Quality Standard issues that will need to be completed on some of the projects prior to the end of February.

### **Alternatives**

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

1. Approve the request for an extension for Community Revitalization Block Grant 05-CR-015 and authorize the Mayor to sign all appropriate documents
2. Disapprove or /Deny the request for an extension for Community Revitalization Block Grant 05-CR-015
3. Table the issue

### **Recommendation**

City Administration recommends that the Council approve the request for an extension for Community Revitalization Block Grant 05-CR-015 to the Department of Economic Development until February 29, 2008 and authorize the Mayor to sign all appropriate documents.

### **Sample Motion**

Move to approve the request for an extension for the Community Revitalization Block Grant 05-CR-015 to the Department of Economic Development until February 29, 2008 and authorize the Mayor to sign all appropriate documents.



RESOLUTION 2008-40

WHEREAS, in March, 2006, the State of Nebraska Department of Economic Development awarded the City of Grand Island a Community Development Block Grant in the amount of \$296,113 for the purpose of community revitalization; and

WHEREAS, the contract of the grant expired on December 31, 2007, and completion of some projects have been delayed due to unforeseen circumstances; and

WHEREAS, additional time is needed for grant completion and a request to extend the contract from the Department of Economic Development is required; and

WHEREAS, Council approval is required in order to submit the amended request to the Department of Economic Development.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the request for extension of the contract of the grant from the Department of Economic Development is approved and that the Mayor is hereby authorized and directed to execute any related documents on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G14**

**#2008-41 - Approving Subordination Agreement for Tony and  
Kristy Casarez, 610 East 12th Street**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development Division

**Council Meeting:** February 12, 2008

**Subject:** Subordination Request for 610 East 12<sup>th</sup> Street

**Item #'s:** G-14

**Presenter(s):** Joni Kuzma, Community Development  
Administrator

## **Background**

The City of Grand Island has a Deed of Trust filed on property owned by Tony and Kristy Casarez at 610 East 12<sup>th</sup> Street in the amount of \$24,000.00. On June 10, 1998, Community Development Block Grant funds were loaned to the owners to assist in the rehabilitation of a home in the Owner-occupied rehabilitation program. The address is 610 East 12<sup>th</sup> Street. The legal description is:

Lot Six (6), Block One (1), George Loan's Subdivision, Grand Island,  
Hall County, Nebraska

The owner is requesting permission from the City to subordinate to a new mortgage amount and accept second position to the first mortgage.

## **Discussion**

The City's current Deed of Trust is junior in priority to a Deed of Trust to Equitable Bank in the amount of \$52,006.15. The new lien amount would combine the senior Deed of Trust with a second lien through Equitable Bank for \$9,893.83 and a third lien through U S Dept of Education for \$9,658.71 for a total first mortgage of \$65,000.00. By law, the new Deed of Trust would be junior in priority to the City's lien. However, the new lender has asked the City to subordinate to the new Deed of Trust.

The appraised value of the property is \$101,000.00 and is sufficient to secure the first mortgage of \$65,000.00, and the City's mortgage of \$24,000.00. The loan from the City

reduces 10% annually for a period of 10 years. If the owners live at this property for 10 years from the origination date of the Deed of Trust, the lien will be forgiven in full.

The Community Development Advisory Committee reviewed subordination documents at their February 7, 2008 regular meeting and have recommended approval of the request.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Subordination Request.

### **Sample Motion**

Move to approve the Subordination Agreement for Tony and Kristy Casarez, 610 East 12<sup>th</sup> Street placing the City in second position to the new Deed of Trust.

## SUBORDINATION AGREEMENT

NOTICE; THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 12<sup>th</sup> day of February, 2008, by Tony J. Casarez and Kristy M. Casarez, husband and wife, owners of the land hereinafter described and hereinafter referred to as "Owner", and Equitable Bank, present owner and holder of the Deed of Trust and Note first and hereinafter described and hereinafter referred to as "Beneficiary".

### WITNESSETH:

THAT, WHEREAS, Tony J. Casarez and Kristy M. Casarez, married persons, DID EXECUTE a Deed of Trust dated June 10, 1998, to the City of Grand Island, covering:

Lot Six (6), Block One (1), George Loan's Subdivision, in the City of Grand Island, Nebraska, Hall County, a/k/a 610 E. 12<sup>th</sup> Street

To secure a Note in the sum of \$24,000.00 and dated June 10, 1998 in favor of the City of Grand Island, which Deed of Trust was recorded June 12, 1998 as Document No. 98-105677 in the Official Register of Deeds Office of Hall County; and

WHEREAS, Owner has executed, or are about to execute, a Deed of Trust and Note not to exceed the sum of \$66,000.00 dated February 14, 2008 in favor of Equitable Bank, hereinafter referred to as "Beneficiary" payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Beneficiary is willing to make said loan, provided the Deed of Trust securing the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Beneficiary; and

WHEREAS, it is to the mutual benefit of the parties hereto that Beneficiary make such loan to Owners; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Beneficiary to make the loan above referred to, it is hereby declared, understood, and agreed as follows:

- 1) That said Deed of Trust securing said Note in favor of Beneficiary, and any renewals or extensions thereof shall unconditionally be and remaining all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- 2) That Beneficiary would not make its loan above described without this Subordination Agreement.
- 3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above to the lien or charge of the Deed of Trust in favor of Beneficiary above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- 1) He consents to and approves (i) of all provisions of the Note and Deed of Trust in favor of Beneficiary above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Beneficiary for the disbursement of the proceeds of Beneficiary's loan;
- 2) Beneficiary in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Beneficiary represented that it will, see to the application of such proceeds by the person or persons to whom Beneficiary disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- 3) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Beneficiary above referred to and understands that in reliance upon, and in consideration of this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- 4) An endorsement has been placed upon the Note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Beneficiary above referred to.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

\_\_\_\_\_

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

STATE OF NEBRASKA)  
  ) ss  
COUNTY OF HALL        )

**Sworn and Subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.**

\_\_\_\_\_  
Notary Public

R E S O L U T I O N    2008-41

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated June 10, 1998 and recorded on June 12 1998, as Instrument No. 98-105677, in the amount of \$24,000.00, secured by property located at 610 East 12th Street and owned by Tony and Kristy Casarez, husband and wife, said property being described as follows:

Lot Six (6), Block One (1), George Loan's Subdivision, in the City of Grand Island, Hall County, Nebraska.

WHEREAS, Tony and Kristy Casarez wish to execute a Deed of Trust and Note in the amount of \$65,000.00.00 with Equitable Bank, to be secured by the above-described real estate conditioned upon the City subordinating its Deed of Trust to their lien priority; and

WHEREAS, the value of the above-described real estate is sufficient to adequately secure both loans.

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Deeds of Trust from Tony and Kristy Casarez, husband and wife, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of Equitable Bank, Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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

Approved as to Form <input type="checkbox"/> _____ February 7, 2008 <input type="checkbox"/> City Attorney
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# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G15**

**#2008-42 - Approving License Agreement for America's Promise  
Alliance for Use of Logo**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development Administrator

**Meeting:** February 12, 2008

**Subject:** License Agreement with America's Promise

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

**Presenter(s):** Joni Kuzma, Community Development Administrator

## **Background**

In 1997, General Colin Powell founded the America's Promise Alliance, the largest youth-focused alliance of corporations, non-profit organizations, foundations, policymakers, advocates and faith-based groups committed to mobilizing all sectors and every interested community across America to improve the well-being of youth. In 2005, America's Promise Alliance and their partners launched a "100 Best Communities for Young People" competition that recognizes local communities for the outstanding and innovative work they are doing to help young people succeed. This recognition is based on the extent to which a community provides opportunities to young people to experience the Five Promises of success. Those promises are 1) caring adults, 2) safe places, 3) a healthy start, 4) an effective education, and 5) opportunities to help others.

In November 2007, grant writers from the City of Grand Island, the Grand Island Public School System, and Saint Francis Medical Center completed an application for Grand Island that demonstrated how the community provides elements of the Five Promises to community youth from birth to age 18. The lengthy application was comprised of information collected from a wide variety of community representatives (i.e. government, education, medical, human service, faith-based, business, non-profit entities).

## **Discussion**

The City received notification on January 18, 2008 that Grand Island was chosen as one of the "100 Best Communities for Young People" in the nation. A media embargo was imposed until January 24, at which time the official announcement was made on The Today Show. One of the many benefits of the award is the opportunity to use the "100 Best" official seal provided by America's Promise Alliance on media announcements, in promotions, and on other appropriate outlets.

Information about use of and the actual "100 Best" logo was received on January 22 with instructions from America's Promise that it could be used on all promotions beginning January 24. However, in order for Grand Island to use the 2008 Seal artwork, they had to have a signed copy of the license agreement on file and would not release the artwork without a signed agreement. The City would not have been able to use the seal at the press conference or for marketing purposes until after the February 12, 2008 Council meeting. Based on that fact, the "100 Best" committee, with direction from the City Administrator, submitted a signed agreement to America's Promise to begin promotions the day of the announcement. The Mayor was in Washington D.C. accepting the award so was unable to sign the document.

At this time, the committee is requesting permission for the Mayor to sign an updated agreement with Council approval. This was a time-sensitive action that needed to be addressed to fulfill the promotional requirements of this national award.

### **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 license agreement for use of the "100 Best" Seal of America's Promise and authorize the Mayor to sign the updated agreement.

### **Sample Motion**

Move to approve the license agreement for use of the "100 Best" Seal of America's Promise and authorize the Mayor to sign an updated agreement.

## LICENSE AGREEMENT

This Agreement is entered into by and between America's Promise—The Alliance for Youth ("APA"), a Maryland Non-profit Corporation with a place of business at 909 N Washington Street, Suite 400, Alexandria, VA 22314-1556 (hereinafter "Licensor" or "APA") and \_\_\_\_\_ with a place of business at \_\_\_\_\_ (hereinafter "Licensee") effective as of the last date written below.

WHEREAS Licensor is the Owner of the U.S. Trademark Application Serial No. 78/643138 for the mark 100 BEST COMMUNITIES FOR YOUNG PEOPLE for use in connection with "Arranging and conducting competitions for the purpose of recognizing local communities for innovative and successful work they are doing to help children and youth succeed" (hereinafter the "Mark")

WHEREAS Licensee is qualified to and desires to use the Mark in connection with promoting its selection as one of the 100 BEST for 2008 and wishes to obtain a license for such use of the Mark.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings and obligations of the parties hereinafter set forth, the parties hereto do hereby agree as follows:

### **1. Grant**

The APA grants the Licensee a non-exclusive, non-assignable and nontransferable license to use and display the Mark as described under "Use of Mark" below.

The Licensee agrees to use the Mark only as set forth in this Agreement. The Licensor will provide the winning community with a version of this Mark, refer to attached sample. Nothing in this Agreement will give the Licensee any right to the Mark beyond the right granted in this Agreement.

### **2. Use of Mark**

#### **A. Placement**

Licensee may display the Mark in transient advertising and solicitations, to include newspaper advertisements, periodicals, billboards, posters, direct mail appeals, flyers and television, in annual reports and letterhead, business cards and decals, or other promotion materials (hereinafter "advertising and solicitations"). Licensee may install the Mark anywhere on their primary World Wide Web site, on web sites and in email (hereinafter "website displays") provided the Mark clicks to a 100 BEST Communities for Young People section of the AmericasPromise.org website as described below. All uses must be consistent with the intended uses described in this agreement.

## **B. Mark Usage Specifications**

Upon Licensee's signing of this Agreement, APA will provide Licensee with a digital version of the Mark as well as specifications for usage for the Licensee to use in non-electronic media. APA will also provide Licensee with access information to digital versions of the Mark for the Licensee to download and install in electronic media. The Licensee may not modify or change the specified PMS Colors used in the Mark as follows: PMS 130/Yellow, PMS 185/Red, and PMS 2735/Blue. The Mark should appear in the four PMS (or PROCESS equivalent) colors specified or Black and White (Greyscale). No other color or tint combinations are acceptable.

## **C. Restrictions**

The Mark cannot be used in for-profit commercial ventures, such as affinity cards (for example, Visa/Mastercard). Such commercial ventures violate this agreement and can result in the decision to curtail the winning community's further use of the Mark.

The Agreement does not authorize the Licensee to alter the Mark in any way or to use it in a manner which would reflect poorly on APA or the community.

The Mark must be used as designed and must include the year in which the LICENSEE was selected as one of the 100 BEST COMMUNITIES FOR YOUNG PEOPLE by APA. APA has the right to void the License Agreement if Licensee is found to have modified or broken-up components within the Mark live area.

## **D. Inspection**

LICENSEE shall supply LICENSOR with a sample of any advertising and solicitations, and samples of any website display in which the MARK will appear prior to their use and/or distribution to the public. LICENSEE further agrees to supply LICENSOR with samples of any changes in the use or appearance of the MARK in connection with the advertisements or solicitations or website displays already approved by Licensor prior to their use or distribution to the public. LICENSEE acknowledges LICENSOR's right to review and disallow any and all advertising and/or promotional materials bearing the MARKS before and after publication and distribution.

LICENSEE agrees not to use or distribute to the public any proposed advertising and solicitations or website displays bearing the MARK or any previously approved advertising and solicitations or website displays with changes in the use or appearance of the MARK until the LICENSOR approves the advertising and solicitations or website displays. LICENSOR's approval of the advertising and solicitations or website displays shall be in its reasonable discretion and shall not be unreasonably withheld.

### **3. Ownership of Marks**

LICENSEE acknowledges and agrees that the MARK and the goodwill associated therewith are the sole and exclusive property of the LICENSOR and that all use of the MARKS by LICENSEE shall inure to the benefit of and be on behalf of LICENSOR. LICENSEE further acknowledges and agrees that nothing in this Agreement shall give LICENSEE any rights, title, or interest in and to the MARKS other than the right use the MARKS in accordance with this Agreement. LICENSEE will not at any time do, or knowingly permit to be done, any acts or things which would or could affect the validity of the MARKS.

### **4. Licensee Responsibilities**

Upon request, Licensee agrees to provide APA with information on where the MARK will appear including the uniform resource locators (URL) where Licensee will display the Mark online. If the URL changes, the Licensee will notify APA of the new URL and of the URL of the web site that will no longer display the logo, if appropriate.

### **5. APA Responsibilities**

APA will maintain the technology to ensure that the online Mark clicks to a 100 Best Communities for Young People section of the AmericasPromise.org web site.

### **6. Term, Suspension and Termination**

#### **A. Term**

The license is for a term of five years commencing on the date the license is executed by APA. The term of the License is renewable with the written consent of LICENSOR.

#### **B. Suspension and Termination**

This Agreement and the license may be suspended by APA in its sole discretion if there are substantial questions raised regarding the Licensee's use of the Mark or the appropriateness of the Mark given previously unanticipated circumstances, particularly as they relate to the well-being of the communities' youth. APA may terminate this Agreement upon ten days notice if licensee violates any terms of the Agreement, is declared insolvent or bankrupt, or in any way conducts themselves in a manner inconsistent with the objectives of the 100 BEST COMMUNITIES FOR YOUNG PEOPLE and detrimental to the communities' young.

### **C. Responsibilities upon Suspension and Termination**

The Licensee agrees to remove the MARK immediately from all electronic media, to discard promptly all materials bearing the MARK, and cease future use of the MARK.

### **7. Indemnification**

The Licensee agrees to indemnify and hold APA harmless against any loss, damage or expense, including reasonable attorney's fees, arising out of any third party claim alleging misuse by Licensee, or of any violation of the terms and conditions of this Agreement.

### **8. Policing**

Licensor agrees that it will police infringements of the Licensed Mark that are brought to its attention. Licensee agrees that it will cooperate with Licensor in preventing, enjoining, or prosecuting any infringements of the Licensed Mark. If Licensor elects not to bring action against any alleged infringer of the Licensed Mark, Licensee shall have the right to initiate infringement proceedings at its own expense, in its name and that of the Licensor. Licensor agrees that it will cooperate with Licensee in any such suit, in any reasonable manner requested by Licensee, at Licensee's expense.

### **9. Limitation of Liability**

Licensee agrees that it will not sue APA for monetary damages on any matter concerning this Agreement.

### **10. Entire Agreement/Modifications**

This agreement is not valid until countersigned by an authorized representative of APA. APA may modify this Agreement from time to time. APA shall provide written notice of any modification to Licensee and Licensee shall be deemed to have consented to the modification if Licensee continues to use the Mark following receipt of the notice.

**LICENSEE (Organization):**

\_\_\_\_\_

**Name of License Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

\_\_\_\_\_

**City:** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Facsimile No:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**America's Promise—The Alliance for Youth**

**909 N Washington Street, Suite 400**

**Alexandria, VA 22314**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Facsimile No:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



RESOLUTION 2008-42

WHEREAS, in 1997, General Colin Powell founded the America's Promise Alliance for the purpose of improving the well being of the youth of America; and

WHEREAS, In 2005, America's Promise Alliance and their partners launched a "100 Best Communities for Young People" which recognizes local communities for the outstanding and innovative work being done to help young people succeed; and

WHERE, on January 18, 2008, the City of Grand Island received notification that it was chosen as one of the "100 Best Communities for Young People" in the nation; and

WHEREAS, as one of the benefits of receiving this award is the opportunity to use the "100 Best" official seal provided by America's Promise Alliance on media announcements; and

WHEREAS, in order to use the "100 Best" official seal, the City of Grand Island is required to enter into a license agreement with America's Promise Alliance; and

WHEREAS, a proposed License Agreement between the City of Grand Island and America's Promise Alliance authorizing the use of the "100 Best" Seal has been reviewed 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 updated License Agreement by and between the City and Grand Island and America's Promise Alliance authorizing the use of the "100 Best" Seal is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

\_\_\_\_\_

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item G16

**#2008-43 - Approving Final Plat and Subdivision Agreement for  
Dinsdale Subdivision**

Staff Contact: Chad Nabitv

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** February 12, 2008

**Subject:** Dinsdale Subdivision – Final Plat

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

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

## **Background**

This final plat proposes to create 2 lots on a replat of Lot 1, Hamilton-Kinman Subdivision in the City of Grand Island, and part of an unplatted tract of land in part of the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska. This land consists of approximately 7.002 acres. This property is located on the northwest corner of Stolley Park Road and Webb Road.

## **Discussion**

The final plat for Dinsdale Subdivision was considered under the Consent Agenda by the Regional Planning Commission at the February 6, 2008 meeting. A motion was made by Snodgrass, and seconded by Bredthauer, to approve the plat as presented. A roll call vote was taken and the motion carried with 10 members present voting in favor (Miller, Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Heineman, Snodgrass).

## **Alternatives**

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

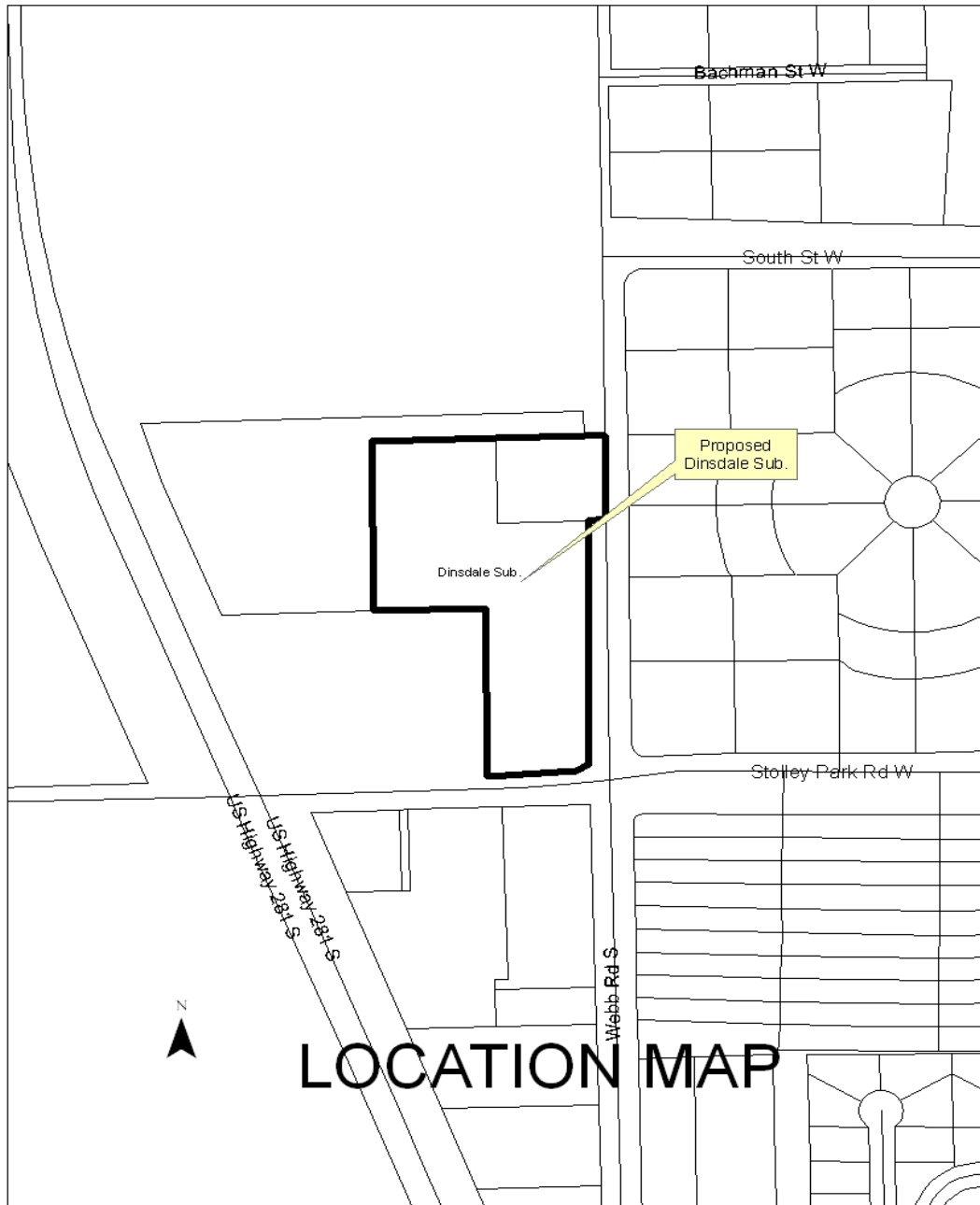
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve as recommended.





## Dinsdale Subdivision Final Plat Summary

### Developer/Owner

Dinsey, L.L.C.  
3312 West Stolley Park Road  
Grand Island, NE 68803

2 Lots north of Stolley Park Road and west Webb Road.

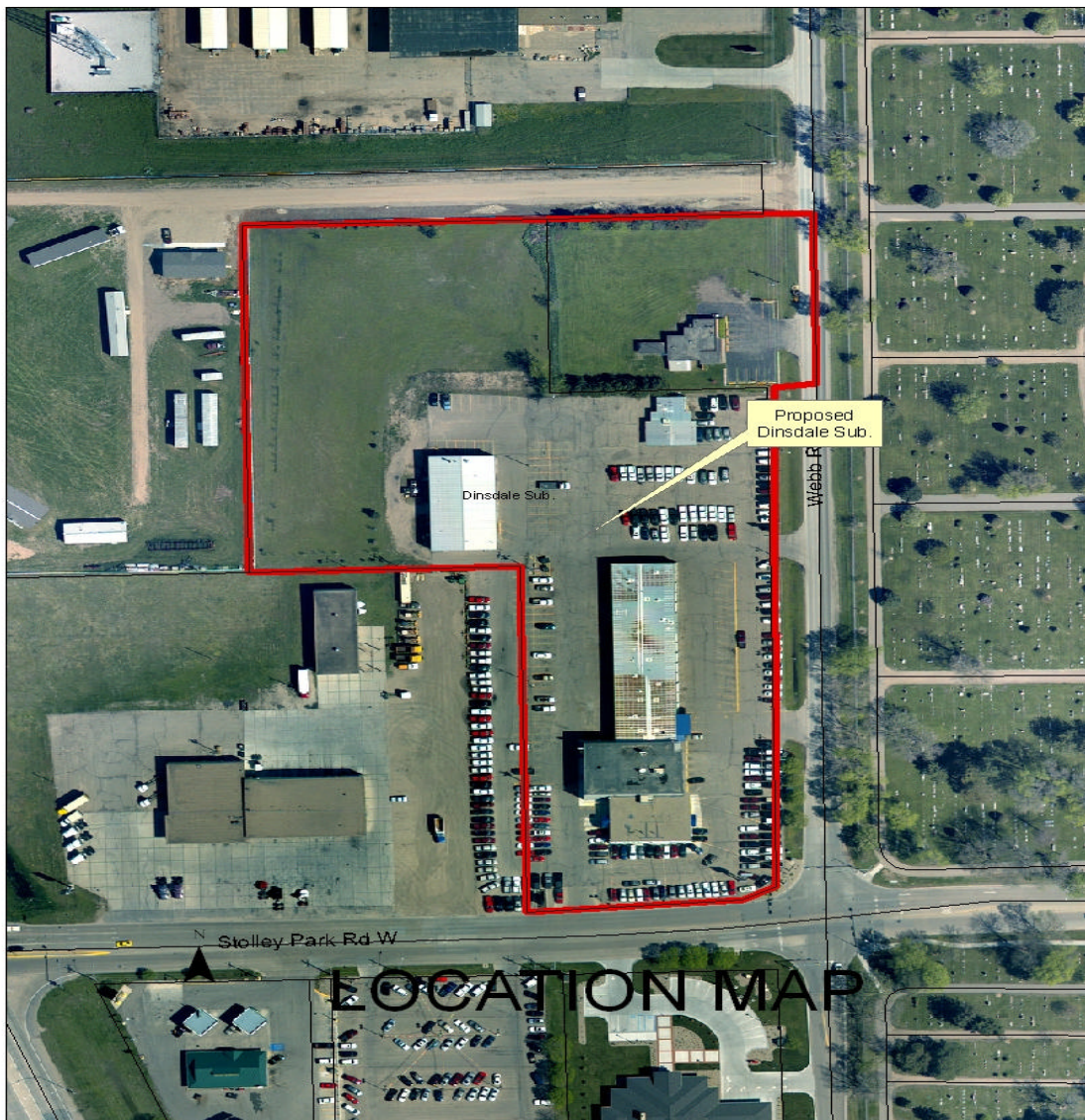
**Size:** 7.002 Acres

**Zoning** M2-Heavy Manufacturing

**Road Access:** Public City Streets, no new streets

**Water Public:** City Water is available to all lots.

**Sewer Public:** City Sewer is available to all lots.



RESOLUTION 2008-43

WHEREAS, Dinsey, L.L.C., and the City of Grand Island, as owners, have caused to be laid out an unplatted tract of land in part of the Southeast Quarter SE ¼) of Section Twenty-Four (24), Township eleven (11) North, Range Ten (10) , West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, under the name of DINSDALE 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 DINSDALE 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, February 12, 2008.

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

Attest:

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

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney





# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G17**

**#2008-44 - Approving Change Orders No. 17 with Chief  
Construction for Law Enforcement Center**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief  
**Meeting:** February 12, 2008  
**Subject:** Change Order #17, Law Enforcement Center  
**Item #'s:** G-17  
**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The City awarded Chief Construction the contract in the summer of 2006 to construct the new law enforcement center for a cost of \$7,406,080. \$150,000 of contingency funds were provided in the contract to allow for needed change orders during the project. To date, there is \$76,622.00 remaining in contingency funds. Acceptance of change order #17 will reduce the contingency funds by \$6,695.55 leaving a new balance of \$69,926.45.

## **Discussion**

Change Order #17 includes three changes in the construction project. The changes have a total cost of \$6,695.55. Accepting the changes will leave the contingency funds balance at \$69,926.45. The changes requested are:

Add a duplex receptacle in the evidence storage area to be used to service a refrigerator used for evidence storage. Cost \$91.12.

Perform additional work on the HVAC system of the building that was needed to support the auxiliary air conditioning in the IT server room and the radio equipment room.. Cost \$3,180.13

Install additional safety equipment on the emergency generator to include an enunciator and an emergency shut off button. Cost \$3,424.30

A summary of the costs of Change Order #17 are:

Install additional receptacle in Evidence Storage-	+ \$ 91.12
Complete additional HVAC work -	+ \$ 3,180.13
Install additional generator safety equipment -	+ \$ 3,424.30

Total Costs -

+ \$ 6,695.55

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council move to approve Change Order #17.

### **Sample Motion**

Move to approve Change Order #17 with Chief Construction for the sum of \$6,695.55 for: installing an additional receptacle, performing additional HVAC work, and installing additional safety equipment on the emergency generator.



# AIA<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 017	<b>OWNER:</b> <input checked="" type="checkbox"/>
Grand Island / Hall County Law Enforcement Center Grand Island, Nebraska	<b>DATE:</b> January 17, 2008	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b> 0412	<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
Chief Construction Company 2107 North South Road Grand Island, Nebraska 68803	<b>CONTRACT DATE:</b> June 15, 2006	<b>FIELD:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>OTHER:</b> <input type="checkbox"/>

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

Change Request #21, Attached

DATE: January 14, 2008

SCOPE: Addition Duplex receptacle in Evidence Storage

COST: ADD \$91.12

Change Request #22, Attached

DATE: January 14, 2008

SCOPE: Additional Material and labor for Generator

COST: ADD \$3,180.13

Change Request #23, Attached

DATE: January 16, 2008

SCOPE: Additional HVAC materials and labor

COST: ADD \$3,424.30

The original Contract Sum was

\$ 7,406,080.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 7,406,080.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 0.00

The new Contract Sum including this Change Order will be

\$ 7,406,080.00

The Contract Time will be increased by Zero ( 0 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 4, 2007

The original contingency allowance included in the contract was

\$ 150,000.00

The net change to the contingency allowance by previous Change Orders

\$ 73,378.00

The contingency allowance prior to this Change Order Was

\$ 76,622.00

The contingency allowance will be decreased by this Change Order in the amount of

\$ - 6,695.55

The new contingency allowance including this Change Order will be

\$ 69,926.45

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wilson Estes Police Architects

ARCHITECT (Firm name)

5799 Broadmoor, Suite 520, Mission,  
Kansas 66208

ADDRESS

BY (Signature)

Jeremy Levasseur

(Typed name)

January 17, 2008

DATE

Chief Construction Company

CONTRACTOR (Firm name)

2107 North South Road, Grand Island,  
Nebraska 68803

ADDRESS

BY (Signature)

Dan Lind

(Typed name)

DATE

City of Grand Island

OWNER (Firm name)

100 East 1st Street, Grand Island,  
Nebraska 68801

ADDRESS

BY (Signature)

Margaret Hornady

(Typed name)

DATE

R E S O L U T I O N   2008-44

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

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

WHEREAS, on December 18, 2007, by Resolution 2007-319, the City of Grand Island approved Change Order No. 16 to relocate a fan power box and valve from the detention center; to provide a metal blocking on the windows of the Records Room to allow for the installation of blinds; to install power receptacles in the IT Server Room; and install a 30 amp 220 breaker for the Police Department paper shredder; and

WHEREAS, it is necessary to add a duplex receptacle in the evidence storage area; to perform additional work on the HVAC system of the building; and to install additional safety equipment on the emergency generator to include an enunciator and an emergency shut off button; and

WHEREAS, such changes, in the amount of \$6,695.55, have been incorporated into Change Order No. 17, and will decrease the contingency fund to \$69,926.45.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No.17 for the construction of the Law Enforcement Center to provide the modification set out as follows:

Install Additional Receptacle in Evidence Storage.....	\$   91.12
Complete Additional HVAC Work.....	\$3,180.13
Install Additional Generator Safety Equipment.....	<u>\$3,424.30</u>
Total	\$6,695.55

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G18**

**#2008-45 - Approving Change Orders No. 18 with Chief  
Construction for Law Enforcement Center**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** February 12, 2008

**Subject:** Change Order #18, Law Enforcement Center

**Item #'s:** G-18

**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The City awarded Chief Construction the contract in the summer of 2006 to construct the new law enforcement center for a cost of \$7,406,080. \$150,000 of contingency funds was provided in the contract to allow for needed change orders during the project. To date, there is \$69,926.45 remaining in contingency funds. Acceptance of change order #18 will reduce the contingency funds by \$45,000 leaving a new balance of \$24,926.45. In addition, acceptance of change order #18 will further reduce the total cost of the construction project by assessing \$45,000 in late penalties. Acceptance of change order #18 will reduce the cost of the construction project to \$7,316,080.

## **Discussion**

Change Order #18 includes two changes in the construction project. The changes will reduce the cost of the project by \$90,000. Accepting the changes will reduce the cost of the construction project to \$7,316,080 and reduce the remaining contingency funds to \$24,926.45:

The contract for the construction project provided for \$500 per day for late penalty fees to be assessed if the project was not completed on schedule. The construction project reached substantial completion 136 days late. The project architects and the contractor, Chief Construction provided information regarding the late substantial completion date. Many of the late days can be contributed to contractor or subcontractor delays in construction while other delays could be contributed to delays by either the architects or owners by not providing the contractor timely information or directions. We are recommending the Council assess ninety days of delay against the contractor for a total of \$45,000. This has been discussed with Chief Construction and they believe it is a reasonable settlement.



The project has reached substantial completion with \$69,926.45 remaining in contingency funds. We have determined that we will need some minor changes in the building after moving in and the contractor needs to complete the remaining outside work on the project once weather permits. We are recommending reducing the contingency funds by \$45,000 leaving a balance of \$24,926.45. We believe the remaining balance will be adequate to cover any future contingencies. Any unspent contingency funds will be deducted from the total cost of the project upon final completion.

A summary of the costs of Change Order #17 are:

Assessment of Late Penalties -	- \$45,000.00
Reduction of Contingency Funds -	- \$45,000.00
Total Reduction in cost of construction -	- \$90,000.00

### **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 move to approve Change Order #18.

### **Sample Motion**

Move to approve Change Order #18 with Chief Construction for the reduction in cost of the project for assessment of \$45,000 in late penalties and reduction of the contingency funds by \$45,000 for a total reduction in the cost of the construction project of \$90,000.



# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 018	<b>OWNER:</b> <input checked="" type="checkbox"/>
Grand Island / Hall County Law	<b>DATE:</b> January 28, 2008	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
Enforcement Center		<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
Grand Island, Nebraska		<b>FIELD:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b> 0412	<b>OTHER:</b> <input type="checkbox"/>
Chief Construction Company	<b>CONTRACT DATE:</b> June 15, 2006	
2107 North South Road	<b>CONTRACT FOR:</b> General Construction	
Grand Island, Nebraska 68803		

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

Liquidated damages, Correspondence attached.

**DATE:** January 28, 2008

**SCOPE:** Liquidated damages due to the General Contractor being 136 days behind schedule.

**COST:** DEDUCT \$45,000.00

Contingency Allowance, Correspondence attached.

**DATE:** January 28, 2008

**SCOPE:** Partial reduction to the Contingency Allowance

**COST:** DEDUCT \$45,000.00

The original Contract Sum was

\$ 7,406,080.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 7,406,080.00

The Contract Sum will be decreased by this Change Order in the amount of

\$ 90,000.00

The new Contract Sum including this Change Order will be

\$ 7,316,080.00

The Contract Time will be increased by Zero ( 0 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 4, 2007

The original contingency allowance included in the contract was

\$ 150,000.00

The net change to the contingency allowance by previous Change Orders

\$ 80,073.55

The contingency allowance prior to this Change Order Was

\$ 69,926.45

The contingency allowance will be decreased by this Change Order in the amount of

\$ -45,000.00

The new contingency allowance including this Change Order will be

\$ 24,926.45

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wilson Estes Police Architects  
ARCHITECT (Firm name)

5799 Broadmoor, Suite 520, Mission,  
Kansas 66208

ADDRESS

BY (Signature)

Jeremy Levasseur  
(Typed name)

January 28, 2008

DATE

Chief Construction Company  
CONTRACTOR (Firm name)

2107 North South Road, Grand Island,  
Nebraska 68803

ADDRESS

BY (Signature)

Dan Lind  
(Typed name)

DATE

City of Grand Island  
OWNER (Firm name)

100 East 1st Street, Grand Island,  
Nebraska 68801

ADDRESS

BY (Signature)

Margaret Hornady  
(Typed name)

DATE

R E S O L U T I O N    2008-45

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

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

WHEREAS, on February 12, 2008, by Resolution 2008-44, the City of Grand Island approved Change Order No. 17 to add a duplex receptacle in the evidence storage area; to perform additional work on the HVAC system of the building; and to install additional safety equipment on the emergency generator to include an enunciator and an emergency shut off button; and

WHEREAS, it is necessary to assess late penalties in the amount of \$45,000.00 and reduce contingency funds in the amount of \$45,000.00; and

WHEREAS, such changes, in the amount of \$45,000.00, have been incorporated into Change Order No. 18, and will decrease the contingency fund to \$24,926.45.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No.18 for the construction of the Law Enforcement Center to provide the modification set out as follows:

Reduction of Contingency Funds.....	\$45,000.00
Assessment of Late Penalties.....	<u>\$45,000.00</u>
Total	\$90,000.00

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
February 7, 2008	<input type="checkbox"/> City Attorney



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G19**

**#2008-46 - Approving Substantial Completion of Law Enforcement Center**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** February 12, 2008

**Subject:** Substantial Completion, Law Enforcement Center

**Item #'s:** G-19

**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The City awarded Chief Construction the contract in the summer of 2006 to construct the new law enforcement center for a cost of \$7,406,080. The architects for the project recommend awarding Chief Construction substantial completion on the project as of the date of January 18, 2008. Substantial completion provides for the City to occupy the law enforcement center while some work remains to be done for final completion of the project.

## **Discussion**

The law enforcement center project architect firm, Wilson Estes Police Architects conducted a substantial completion inspection of the law enforcement center in January of 2008. The architects determined that Chief Construction had completed enough work on the building to recommend that the City grant Substantial Completion to Chief Construction on the date of January 18, 2008. Substantial completion allowed an occupancy permit to be issued and the Police Department and Sheriff's Office to move into the new center and begin operations from the facility.

The architects prepared a "punch list" of several pages of items that Chief Construction must either correct or complete on the building. This work must be completed by Chief Construction after the date of substantial completion and before final completion of the project. In addition, the architects identified that a considerable amount of outside work and landscaping needed to be completed and would not be done until spring due to weather conditions. The architects have recommended that the City withhold \$293,411 in construction project payments to Chief Construction to cover the costs of the punch list work and remaining outside work that needs to be completed. The \$293,411 includes the cost of the work plus retainage. The Police Department and project architects will inspect

future work as it is completed for approval and payment with the goal of reaching final completion of the contract by May of 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 move to approve substantial completion of the Law Enforcement Center by Chief Construction as of January 18, 2008..

### **Sample Motion**

Move to approve granting substantial completion of the Law Enforcement Center by Chief Construction on January 18, 2008.



# AIA® Document G704™ – 2000

## Certificate of Substantial Completion

**PROJECT:***(Name and address):*

Grand Island / Hall County Law  
Enforcement Center  
Grand Island, Nebraska

**PROJECT NUMBER:** 0412/**CONTRACT FOR:** General Construction**CONTRACT DATE:** June 15, 2006**OWNER:** ☒**ARCHITECT:** ☒**CONTRACTOR:** ☒**FIELD:** ☐**OTHER:** ☐**TO OWNER:***(Name and address):*

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

**TO CONTRACTOR:***(Name and address):*

Chief Construction Company  
2107 North South Road  
Grand Island, Nebraska 68803

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

Entire facility, excluding final grading, landscape and irrigation Work. This Work shall commence once weather conditions are favorable. A second Certificate of Substantial Completion that outlines the outstanding exterior items to be corrected or completed will be issued once final inspection of this area occurs.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**Warranty**

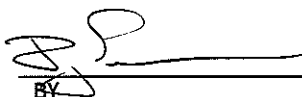
Landscaping and Irrigation

**Date of Commencement**

T.B.D. when completed.

Wilson Estes Police Architects

ARCHITECT

  
BY

January 18, 2008

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective:** \$431,337.45

(continued)



The Contractor will complete or correct the Work on the list of items attached hereto within Thirty ( 30 ) days from the above date of Substantial Completion.

Chief Construction Company

CONTRACTOR

BY



DATE

1.25.08

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8:00 A.M. (time) on January 19, 2008 (date).

City of Grand Island

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

Owner shall assume responsibility for security, maintenance, heat, utilities and damage incurred by use. Contractor shall assume responsibility for damage incurred by defective Work. Owner shall assume responsibility for property insurance. Contractor shall continue to hold in effect insurance covering personnel and/or subcontractor's personnel until all punch list inspection items are corrected.

R E S O L U T I O N   2008-46

WHEREAS, the Chief of Police for the City of Grand Island recommends that a Certificate of Substantial Completion for the Law Enforcement Center be issued, certifying that Chief Construction, of Grand Island, Nebraska, has substantially completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the Chief of Police recommends the acceptance of the certificate of substantial completion; and

WHEREAS, the substantial completion date for the Law Enforcement Center was January 18, 2008, and the substantial completion date commences the start of all warranties and guarantees required by the contract documents; and

WHEREAS, the final completion date for the Law Enforcement Center is May, 2008.

WHEREAS, the Mayor concurs with such recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Substantial Completion for the Law Enforcement Center be issued and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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

Approved as to Form <input type="checkbox"/> _____ February 7, 2008 <input type="checkbox"/> City Attorney
---



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G20**

**#2008-47 - Approving Bid Award Structural Firefighters  
Protective Clothing**

**Staff Contact: Jim Rowell**

# **Council Agenda Memo**

**From:** Troy Hughes, Training Division Chief  
**Meeting:** February 12, 2008  
**Subject:** Structural Firefighters Protective Clothing  
**Item #'s:** G-20  
**Presenter(s):** Fire Chief Jim Rowell

## **Background**

The Grand Island Fire Department received a federal Fire Act grant to fund replacement of firefighting personal protective clothing. This grant was intended to facilitate the purchase of 56 sets of protective clothing. The clothing specified included 56 coats and 56 pants. The total budget for this clothing is \$82,721.00 with the federal share being \$74,441.00 and the local or City of Grand Island's share being \$8,271.00 or 10%. Bids were received from six vendors: Danko Emergency Equipment - \$97,446.16 (numerous exceptions), Municipal Emergency Services, Inc. (MES) - \$82,712.00 (no exceptions), Heiman Fire Equipment - \$81,200.00 (numerous exceptions), Ed M. Feld Fire Equipment (\$78,120.00 (numerous exceptions), FYR-Tek, Inc. - \$77,308.00 (numerous exceptions), and FireGuard, Inc. - \$76,750.80 (numerous exceptions).

## **Discussion**

The fire department established a committee to review the bids. The committee consisted of one Division Chief, two Fire Captains, one Firefighter/EMT-P, and one Firefighter/EMT-B. In reviewing the bids, the committee did not consider the bid from Danko due to the exceptions and the cost being above the engineers estimate. They did not consider the bid from Ed M. Feld Fire Equipment as they bid the same product as FireGuard but at a higher price. They did evaluate the bids from MES, Heiman Fire Equipment, FYR Tek, Inc., and FireGuard, Inc. The committee met with product representatives of each of the four products that were bid. They received sample products from each of the vendors and considered the merits of these products based upon written specifications. Only the bid from MES met all of the written specifications. The committee carefully reviewed the listed exceptions and determined that these exceptions would have a detrimental effect on the life cycle of the product. Therefore, the fire department administration recommends accepting the bid from MES based upon them meeting all bid specifications and the pricing being within the engineers 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 to approve the bid received from MES

## **Sample Motion**

Move to approve the bid from Municipal Emergency Services of Fremont, NE for \$82,712.00.

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



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 3, 2008 at 11:00 a.m.

**FOR:** Structural Firefighters Protective Clothing

**DEPARTMENT:** Fire

**ESTIMATE:** \$82,712.00      **Federal Share:** \$74,441.00  
**Department Share:** \$ 8,271.00

**FUND/ACCOUNT:** 10022101-85548

**PUBLICATION DATE:** December 8, 2007

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

<b>Bidder:</b>	<b><u>Danko Emergency Equipment</u></b>	<b><u>Municipal Emergency Service</u></b>
	Snyder, NE	Fremont, NE
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>		
<b>Protective Jackets:</b>	\$62,238.96	\$48,664.00
<b>Pants &amp; Suspenders:</b>	35,207.20	34,048.00
<b>Bidder:</b>	<b><u>Heiman Fire Equipment</u></b>	<b><u>FYR-Teck, Inc.</u></b>
	Ashton, IA	Gothenburg, NE
<b>Exceptions:</b>	Noted	Noted
<b>Bid Price:</b>		
<b>Protective Jackets:</b>	\$48,440.00	\$49,156.80
<b>Pants &amp; Suspenders:</b>	32,760.00	28,151.20

<b>Bidder:</b>	<b><u>Fire Guard, Inc.</u></b>	<b><u>Ed M. Feld Fire Equipment</u></b>
	<b>Omaha, NE</b>	<b>Carroll, IA</b>
<b>Exceptions:</b>	<b>Noted</b>	<b>Noted</b>

**Bid Price:**

<b>Protective Jackets:</b>	<b>\$44,507.68</b>	<b>\$45,360.00</b>
<b>Pants &amp; Suspenders:</b>	<b>32,243.12</b>	<b>32,760.00</b>

cc:	Jim Rowell, Fire Chief	Troy Hughes, Training Division Chief
	Chris Hoffman, Fire Admin. Assist.	Dale Shotkoski, City Attorney
	Wes Nespor, Assist. City Attorney	Sherry Peters, Legal Secretary
	Jeff Pederson, City Administrator	

**P1215**

RESOLUTION 2008-47

WHEREAS, the City of Grand Island invited sealed bids for Structural Firefighters Protective Clothing, according to plans and specifications on file with the Fire Department; and

WHEREAS, on January 3, 2008, bids were received, opened and reviewed; and

WHEREAS, Municipal Emergency Services of Fremont, 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 \$82,712.00; and

WHEREAS, the bid of Municipal Emergency Services is less than the estimate for the Structural Firefighters Protective Clothing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Municipal Emergency Services of Fremont, Nebraska in the amount of \$82,712.00 for Structural Firefighters Protective Clothing is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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





# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item G21

**#2008-48 - Approving Agreement for Temporary Construction  
Occupancy Located at 1010 North Diers Avenue - Shafer  
Properties, LLC**

Staff Contact: Gary Mader

# **Council Agenda Memo**

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

**Meeting:** February 12, 2008

**Subject:** Agreement for Temporary Construction Occupancy –  
1010 North Diers Avenue - Shafer Properties, LLC

**Item #'s:** G-21

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

## **Background**

The Utilities Department will be constructing a water line in the easement at the north side of Lot 4, Crane Valley Fourth Subdivision. This is on the north side of 1010 North Diers Avenue. Nebraska State Law requires that acquisition of property or property right must be approved by City Council. The Utilities Department needs to acquire a construction easement adjacent to the permanent easement.

## **Discussion**

The construction easement will be a temporary easement that will provide a place to deposit dirt from the water line trench, and directional bore, provide access to the construction area, and provide a location for construction materials while the line is built. The easement will cease to exist upon completion of the construction for Water Main Project 2008-W-4. Cost of the easement will be \$1.00 (one dollar).

## **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 Temporary Agreement for Construction Occupancy between the City of Grand Island, Utilities Department, and Shafer Properties, LLC.

## **Sample Motion**

Move to approve the Agreement for Temporary Construction Occupancy.

## AGREEMENT FOR TEMPORARY CONSTRUCTION OCCUPANCY

Agreement made and entered into by and between the City of Grand Island, a municipal corporation of the State of Nebraska, herein referred to as "City", and SHAFER PROPERTIES, LLC, a Nebraska limited liability company, herein referred to as "Owner", whether one or more.

### Recitals

WHEREAS, the City intends to construct WATER MAIN PROJECT 2008-W-4, on or adjacent to property owned by Owner; and

WHEREAS, it may be necessary for the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives to enter upon, travel over, excavate, clear, backfill, store materials upon, and otherwise use the lands herein described which are owned by Owner during the afore mentioned construction project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this agreement, the parties agree as follows:

### Section One Right of Entry

Owner hereby grants to the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives the right to enter upon the following described real estate:

Part of Lot Four (4) Crane Valley Fourth Subdivision in the City of Grand Island, Hall County, Nebraska, being more particularly described as follows:

The southerly twenty (20.0) feet of the northerly thirty (30.0) feet of Lot Four (4) Crane Valley Fourth Subdivision;

to do such work as may be necessary or appropriate for the construction of WATER LINES and related facilities on or adjacent to such property. Such right of entry shall include, but not be limited to the right to enter upon, travel over, excavate, clear drives and other improvements, backfill, store materials upon, and otherwise use the above described premises.

### Section Two Term of Agreement

The premises may be occupied and used by the City for the purposes related hereto during the period beginning upon execution of this agreement and continuing until the construction work for WATER MAIN PROJECT 2008-W-4 has been completed.

Section Three  
**Compensation**

The compensation for the temporary construction occupancy shall be  
\$ 1.00 (One dollar and 00/cents).

Section Four  
**Restoration**

The City agrees to: (a) restore the property as reasonably practical to its grade and condition prior to construction and (b) prior to the termination of this Agreement.

Section Five  
**Assignment**

It is understood that the rights of the Owner do not automatically transfer upon sale or lease of the real estate. The City agrees to permit assignment of the rights and obligations of the Owner to a sub-sequential buyer or tenant, provided the Owner obtains the City's prior written consent, which the City shall not unreasonably withhold.

Dated \_\_\_\_\_, 2008

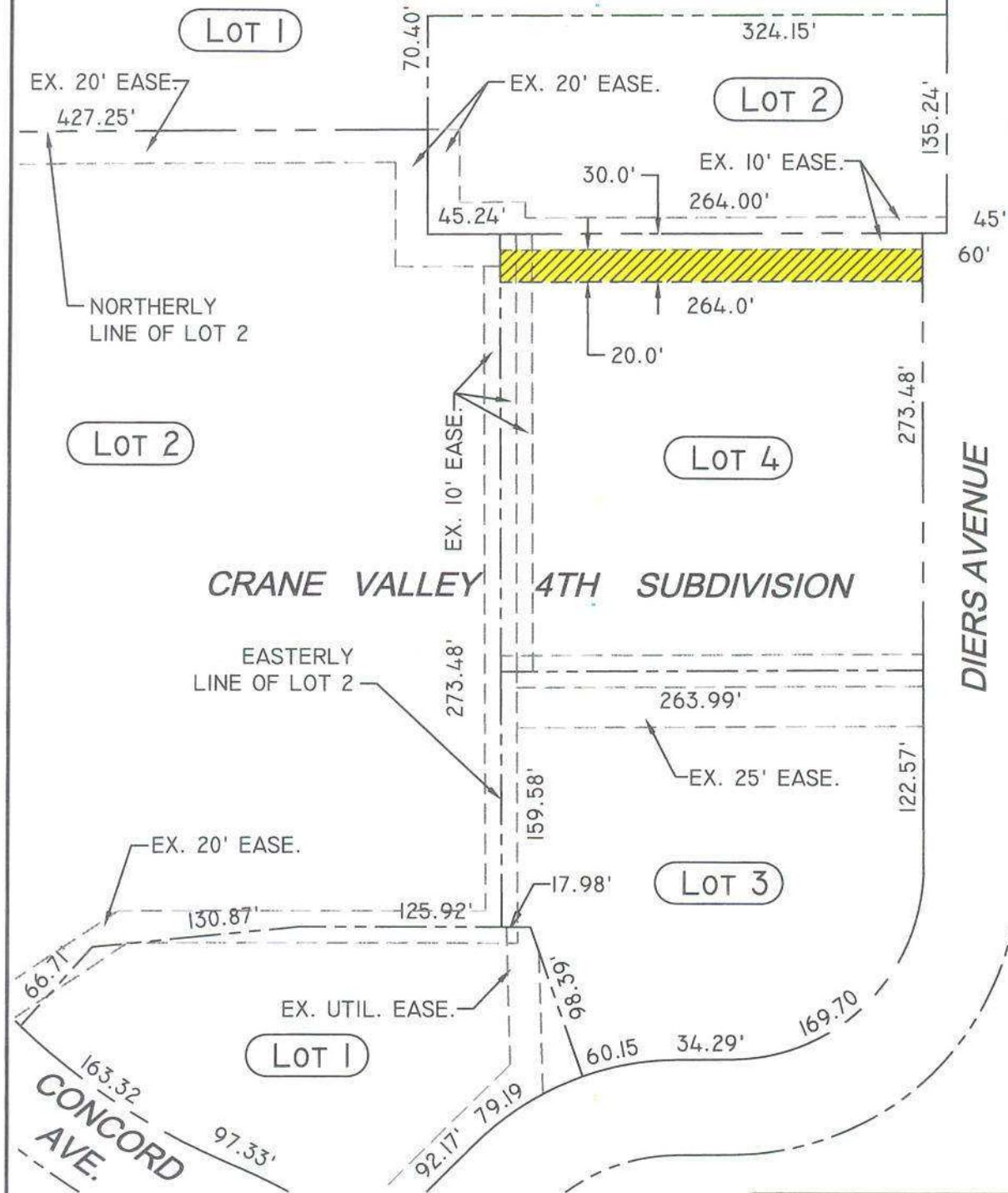
CITY OF GRAND ISLAND, NEBRASKA  
a Municipal Corporation

SHAFER PROPERTIES, LLC,  
a Nebraska Limited Liability Company

By \_\_\_\_\_  
(Name of signer)

By \_\_\_\_\_  
Title \_\_\_\_\_

# PARK ISLAND SQUARE SIXTH SUB.



## LEGEND



INDICATES 20' WIDE TEMPORARY  
EASEMENT FOR CONSTRUCTION  
OCCUPANCY; 0.121 ACRES +/-

CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

## EXHIBIT "A"

LOT 4  
CRANE VALLEY 4TH  
SUBDIVISION

DRN BY: T.D.Z.

SCALE: 1"= 100'

DATE: 1/7/2008

FILE: 2008-W-4



RESOLUTION 2008-48

WHEREAS, a temporary construction easement is required by the City of Grand Island, from Shafer Properties, LLC, a Nebraska corporation, to construct Water Main Project 2008-W-4 on such property comprising a part of Lot Four (4), Crane Valley Fourth Subdivision,. in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

The southerly twenty (20.0) feet of the northerly thirty (30.0) feet of Lot Four (4), Crane Valley Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

WHEREAS, top soil will need to be moved from the construction area in preparation of the installation of water mains and appurtenances, and replaced and restored after the construction is complete; and

WHEREAS, an Agreement for Temporary Construction Occupancy has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into an Agreement for Temporary Construction Occupancy with Shafer Properties, LLC, a Nebraska corporation, on the above-described tract of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney



# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item G22

**#2008-49 - Approving Agreement for Temporary Construction  
Occupancy Located at 1004 North Diers Avenue - Westgate  
Properties, LLC**

Staff Contact: Gary R. Mader



# **Council Agenda Memo**

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

**Meeting:** February 12, 2008

**Subject:** Agreement for Temporary Construction Occupancy –  
1004 North Diers Avenue - Westgate Properties, LLC

**Item #'s:** G-22

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

## **Background**

The Utilities Department will be constructing a water line in the easement at the north side of Lot 2, Crane Valley Fourth Subdivision. This address is the Westgate Shopping Center, 1004 North Diers Avenue. Nebraska State Law requires that acquisition of property or property right must be approved by City Council. The Utilities Department needs to acquire a construction easement adjacent to the permanent easement.

## **Discussion**

The construction easement will be a temporary easement that will provide a place to deposit dirt from the water line trench, provide access to the construction area, and provide a location for construction materials while the line is built. The easement will cease to exist upon completion of the construction for Water Main Project 2008-W-4. Cost of the easement will be \$1.00 (one dollar).

## **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 Agreement for Temporary Construction Occupancy between the City of Grand Island, Utilities Department, and Westgate Properties, LLC.

## **Sample Motion**

Move to approve the Agreement for Construction Occupancy.

## AGREEMENT FOR TEMPORARY CONSTRUCTION OCCUPANCY

Agreement made and entered into by and between the City of Grand Island, a municipal corporation of the State of Nebraska, herein referred to as "City", and WESTGATE PROPERTIES, LLC, a Nebraska limited liability company, herein referred to as "Owner", whether one or more.

### Recitals

WHEREAS, the City intends to construct WATER MAIN PROJECT 2008-W-4, on or adjacent to property owned by Owner; and

WHEREAS, it may be necessary for the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives to enter upon, travel over, excavate, clear, backfill, store materials upon, and otherwise use the lands herein described which are owned by Owner during the afore mentioned construction project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this agreement, the parties agree as follows:

### Section One Right of Entry

Owner hereby grants to the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives the right to enter upon the following described real estate:

Part of Lot Two (2) Crane Valley Fourth Subdivision in the City of Grand Island, Hall County, Nebraska, being more particularly described as follows:

Commencing at the northwest corner of Lot Four (4) Crane Valley Fourth Subdivision, also being a corner of Lot Two (2) Crane Valley Fourth Subdivision; thence southerly along an easterly line of said Lot Two (2), a distance of twenty (20.0) feet to the actual Point of Beginning; thence continuing southerly along the easterly line of said Lot Two (2), a distance of ten (10.0) feet; thence westerly, parallel with the northerly line of said Lot Two (2), a distance of one hundred forty and twenty four hundredths (140.24) feet; thence northerly, parallel with the easterly line of said Lot Two (2), a distance of seventy four and seventy seven hundredths (74.77) feet to a point on the southerly line of a platted easement being twenty (20.0) feet south of the northerly line of said Lot Two; thence easterly, along the southerly line of the said platted easement, a distance of seventy five (75.0) feet; thence southerly, along the westerly line of a platted easement, being twenty (20.) feet westerly of an easterly line of said Lot Two (2), a distance of sixty four and seventy seven hundredths (64.77) feet; thence easterly, along the southerly line of a platted easement, being twenty (20.0) feet south of the northerly line of said Lot Two (2), a distance of sixty five and twenty four hundredths (65.24) feet to the said Point of Beginning;

to do such work as may be necessary or appropriate for the construction of WATER LINES and related facilities on or adjacent to such property. Such right of entry shall include, but not be limited to the right to enter upon, travel over, excavate, clear drives and other improvements, backfill, store materials upon, and otherwise use the above described premises.

Section Two  
**Term of Agreement**

The premises may be occupied and used by the City for the purposes related hereto during the period beginning upon execution of this agreement and continuing until the construction work for WATER MAIN PROJECT 2008-W-4 has been completed.

Section Three  
**Compensation**

The compensation for the temporary construction occupancy shall be  
\$ 1.00 (One dollar and 00/cents).

Section Four  
**Restoration**

The City agrees to: (a) restore the property as reasonably practical to its grade and condition prior to construction and (b) prior to the termination of this Agreement.

Section Five  
**Assignment**


It is understood that the rights of the Owner do not automatically transfer upon sale or lease of the real estate. The City agrees to permit assignment of the rights and obligations of the Owner to a sub-sequential buyer or tenant, provided the Owner obtains the City's prior written consent, which the City shall not unreasonably withhold.

Dated \_\_\_\_\_, 2008

CITY OF GRAND ISLAND, NEBRASKA  
a Municipal Corporation

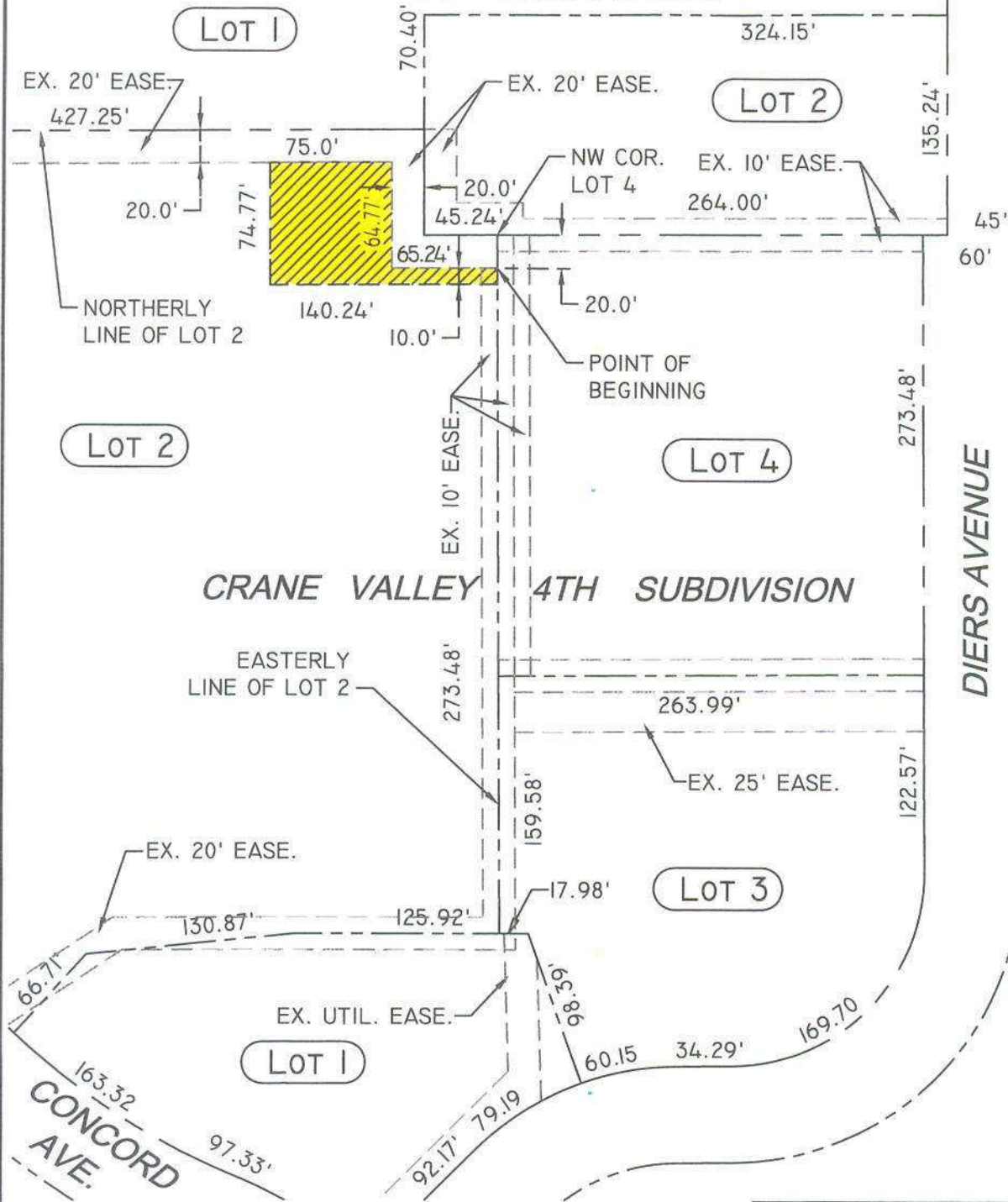
WESTGATE PROPERTIES, LLC,  
a Nebraska Limited Liability Company

By \_\_\_\_\_  
(Name of signer)

By   
Title Proas



# PARK ISLAND SQUARE SIXTH SUB.



## LEGEND



INDICATES TEMPORARY EASEMENT  
FOR CONSTRUCTION OCCUPANCY  
0.144 ACRES +/-



CITY OF <b>GRAND ISLAND</b>	
UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	
LOT 2	
CRANE VALLEY 4th SUBDIVISION	
DRN BY: T.D.Z.	SCALE: 1"= 100'
DATE: 1/7/2008	FILE: 2008-W-4

## RESOLUTION 2008-49

WHEREAS, a temporary construction easement is required by the City of Grand Island, from Westgate Properties, LLC, a Nebraska corporation, to construct Water Main Project 2008-W-4 on such property comprising a part of Lot Two (2) Crane Valley Fourth Subdivision in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of Lot Four (4) Crane Valley Fourth Subdivision, also being a corner of Lot Two (2) Crane Valley Fourth Subdivision; thence southerly along an Easterly Line of said Lot Two (2), a distance of Twenty (20.0) feet to the actual Point of Beginning; thence continuing Southerly along the Easterly Line of said Lot Two (2), a distance of Ten (10.0) feet; thence Westerly, parallel with the Northerly Line of said Lot Two (2), a distance of One Hundred Forty and Twenty Four Hundredths (140.24) feet; thence Northerly, parallel with the Easterly Line of said Lot Two (2), a distance of Seventy Four and Seventy Seven Hundredths (74.77) Feet to a point on the Southerly Line of a platted easement being Twenty (20.0) feet South of the Northerly Line of said Lot Two; thence Easterly, along the Southerly Line of the said plated easement, a distance of Seventy Five (75.0) feet; thence Southerly, along the westerly line of a platted easement, being twenty (20.0) feet Westerly of an Easterly Line of said Lot Two (2), a distance of Sixty Four and Seventy Seven Hundredths (64.77) feet; thence Easterly, along the Southerly Line of a platted easement, being Twenty (20.0) feet South of the Northerly Line of said Lot Two (2), a distance of Sixty Five and Twenty Four Hundredths (65.24) feet to the said Point of Beginning

WHEREAS, top soil will need to be moved from the construction area in preparation of the installation of water mains and appurtenances, and replaced and restored after the construction is complete; and

WHEREAS, an Agreement for Temporary Construction Occupancy has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into an Agreement for Temporary Construction Occupancy with Westgate Properties, LLC, a Nebraska corporation, on the above-described tract of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item G23

**#2008-50 - Approving Acquisition of Public Utility Easement  
Located at 805 Allen Drive and 721 Allen Drive in Lot 1 & Lot 2  
of Meadowlark West Fifth Subdivision (Allen Phase III, LLC)**

*This item relates to the aforementioned Public Hearing Item E-5.*

Staff Contact: Steve Riehle



RESOLUTION 2008-50

WHEREAS, a public utility easement is required by the City of Grand Island, from Allen Phase III, LLC, to install, upgrade, maintain and repair public utilities and appurtenances, including lines and transformers; and

WHEREAS, a public hearing was held on February 12, 2008, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; more particularly described as follows:

A utility easement located in Lot 1 and Lot 2, Meadowlark West Fifth Subdivision, in the City of Grand Island, Nebraska and more particularly described as follows:

Commencing at the Northeast Corner of Lot 2, Meadowlark West Fifth Subdivision; thence on an assumed bearing of N89°57'53"W on the North Line of said Lot 2 a distance of 25.00 feet to the West Line of an existing utility and drainage easement recorded as Instrument Number 200800587, filed January 24, 2008 at Hall County Register of Deeds, said point also being the point of beginning; thence S00°06'10"W on said easement line and parallel with the East line of said Lot 2 a distance of 10.00 feet; thence N89°57'53"W and parallel with the North line of said Lot 2 a distance of 26.44 feet; thence N00°06'10"E and parallel with the East line of said Lot 2 a distance of 10.00 feet to the North line of said Lot 2; thence continuing N00°06'10"E a distance of 85.28 feet to the South line of an existing 20 feet utility easement recorded as Instrument Number 99-105894, filed June 10, 1999 at Hall County Register of Deeds, said utility easement line runs 10 feet South and parallel with the North line of old Lot 10, Meadowlark West Third Subdivision; thence N89°58'30"E on said existing utility easement line a distance of 26.44 feet to the West line of said existing utility and drainage easement recorded as Instrument Number 200800587, filed January 24, 2008 at Hall County Register of Deeds; thence S00°06'10"W on said easement line a distance of 85.31 feet to the point of beginning. Said utility easement tract contains a calculated area of 2,520 square feet or 0.058 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 public 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, February 12, 2008.

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

Attest:

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item G24**

**#2008-51 - Approving In-House Repair Center Agreement with  
Scott Health & Safety**

**Staff Contact: Jim Rowell**

# **Council Agenda Memo**

**From:** Troy Hughes, Training Division Chief  
**Meeting:** February 12, 2008  
**Subject:** Contract with Scott Health and Safety  
**Item #'s:** G-24  
**Presenter(s):** Fire Chief Jim Rowell

## **Background**

The Grand Island Fire Department has operated an in house repair center for the purpose of service and repair work on their self contained breathing apparatus (SCBA) for many years. In 2007 the department was awarded a federal grant to purchase new SCBA. They solicited bids and selected Scott brand SCBA to replace their old units. Changing to a new brand of SCBA requires service and repair training to be conducted in order for Grand Island Fire Department to continue to do in house repair of their SCBA. Approval of this In-House Repair Center Agreement is required by Scott Health and Safety in order to obtain the necessary training and permission to conduct service and repair of their products.

## **Discussion**

The In-House Repair Center Agreement language has been extensively reviewed by the Fire Department management and City Attorney staff. Changes requested by City legal staff have been implemented into the agreement now before you for approval. Fire Department administration recommends approval; and City legal staff has approved the contract as to form..

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the contract with Scott Health and Safety.

## **Sample Motion**

Move to approve the In-House Repair Center Agreement with Scott Health and Safety of Monroe, NC.

**SCOTT HEALTH & SAFETY  
A SCOTT TECHNOLOGIES COMPANY**

**IN-HOUSE REPAIR CENTER AGREEMENT**

This In-House Repair Center Agreement ("**Agreement**") is made this 24th day of January 2008, by and between Scott Health & Safety, a division of Scott Technologies, Inc., a Delaware corporation, located at PO Box 569, Monroe, NC 28112 ("**Scott**"), and Grand Island Fire Department located at 100 East First St. Grand Island, NE 68802 (the "**IRC**").

WITNESSETH

WHEREAS, Scott has developed and manufactures a series of health and safety products, accessories, and replacement parts (collectively, the "**Scott Products**"); and

WHEREAS, the IRC has purchased and owns certain of the Scott Products; and

WHEREAS, the IRC, as an independent entity, desires to perform certified overhaul level inspection, repair, and service to such Scott Products owned by the IRC; and

WHEREAS, Scott desires to appoint the IRC as an authorized center for inspection repair and service of such Scott Products owned by the IRC, subject to all of the conditions of this Agreement, and the IRC desires to serve in such capacity.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the IRC and Scott agree as follows:

**ARTICLE I  
APPOINTMENT OF THE IRC**

**1.0    Appointment**

Subject to the following terms and conditions, Scott hereby grants the IRC the right to inspect, repair, and service the Scott Products set forth in Exhibit A attached hereto that are owned by the IRC. Exhibit A, which is incorporated by reference, may be amended from time to time by Scott at Scott's sole discretion; and any such amendment shall be deemed to have been included on Exhibit A as if originally set forth here.

**1.1    Authorized Service**

The IRC acknowledges that it may not operate as an in-house repair center or authorized service center for any other entity owning or using Scott Products.

**1.2    Sub-Contracted Services**

IRC shall not appoint or otherwise purport to authorize anyone else to act as an in-house repair center, representative or agent of Scott to perform certified overhaul level inspection, repair or service to Scott Products without the express written consent of Scott. The IRC hereby acknowledges the extreme health and safety risks potentially posed to users who do not receive

proper service for the Scott Products from an authorized in-house repair center or authorized Scott service center.

### 1.3 Service Center Locations

IRC agrees to inspect, repair, and service the Scott Products from the location identified above as the IRC's address or from any service center location existing as of the date of this Agreement. The IRC agrees to provide prior written notice to Scott of any change in location(s) or address.

## ARTICLE II IRC DUTIES

### 2.0 IRC Compliance with Applicable Procedures and Regulations

The IRC agrees to inspect, repair, service and provide training of its end users in the proper use of Scott Products in a safe, timely and professional manner; to use only Scott-authorized parts purchased from authorized Scott Distributors ("Scott Parts"), Scott-authorized test equipment and Scott-authorized tools in performing such certified overhaul level inspection, repair and service; to perform all such certified overhaul level inspection, repair and service in accordance with established current and future revisions to all applicable governmental regulations and to all Scott procedures set forth in the In-House Repair Center Handbook, product manuals, instructions, guides and service bulletins.

### 2.1 Scott or Equivalent Training Programs

During the term of this Agreement, with respect to Scott Authorized Service Center Technician training and certification, the IRC agrees as follows:

- A.) The IRC will employ at a minimum one technician holding a current Scott Overhaul Level Certificate as described in the In-House Repair Center Handbook.
- B.) At its own expense, the IRC will cause each technician holding a Scott Overhaul Level Certificate to receive on an ongoing basis such training from Scott in inspecting, repairing and/or servicing Scott Products as necessary to retain certification.
- C.) The IRC agrees that only those technicians having a current Scott Overhaul Level Certificate ("**Scott Certified Technicians**") shall be authorized to perform overhaul level inspection, repair and service of the Scott Products listed in Exhibit A. A Scott Certified Technician can only retain his/her Scott Overhaul Level Certificate in conjunction with an authorized IRC. If the Scott Certified Technician is no longer employed by the IRC, his/her Scott Overhaul Level Certificate will automatically expire.

### 2.2 IRC's Maintenance of Testing Equipment

During the term of this Agreement, and as a prerequisite to any inspection, repair and service of Scott Products, the IRC agrees to purchase and maintain Scott required testing equipment as follows:

- A.) In order to maintain the quality and the National Institute for Occupational Safety and Health ("**NIOSH**") certifications of the Scott Products, being inspected, repaired or serviced, the IRC will purchase from Scott such test stands or other testing

equipment manufactured by Scott and/or designated by Scott required for the certified overhaul level inspection, repair, and service of Scott Products in accordance with Scott procedures. Scott manufactured test equipment or other testing equipment designated by Scott is to be maintained in good working order and calibrated following the maintenance schedule as outlined in the In-House Repair Center Handbook, or as directed by Scott. Scott manufactured test stands are to be calibrated solely for Scott Products and may be used only by Scott Certified Technicians and may not be used for testing any other device other than Scott Products.

- B.) In order to maintain the quality and the NIOSH certifications of the Scott Products being inspected, repaired or serviced, the IRC will purchase such commercially available test equipment specified by Scott as required for the overhaul level inspection, repair, and service of Scott Products in accordance with Scott recommended procedures. Such test equipment must be maintained in good working condition following the test equipment manufacturers' recommendations. The IRC agrees to adhere to the recommendations of the test equipment manufacturer.
- C.) If applicable, the IRC will be required to utilize software programs licensed to the IRC by Scott or third party software suppliers for the inspection, repair and service of Scott Products. The IRC shall not share, distribute or sublicense its licensed software with or to any other person or entity.

### 2.3 IRC Warranty Claims

The IRC agrees that with respect to potential warranty claims on Scott Products purchased by the IRC, the IRC technicians will provide corrective action in accordance with the Warranty Procedure as described in the In House Repair Center Handbook. The IRC agrees that the total reimbursement of any warranty claim submitted to Scott by the IRC is limited to parts replacement only. The IRC agrees to Scott's determination as final concerning the validity of all warranty claims and the total amount of reimbursement due the IRC as sole compensation for warranty service. The IRC acknowledges that it has paid no fee to Scott in connection with this Agreement. Nothing in this agreement is intended to alter or limit any warranty applicable to Scott products purchased by the IRC.

### 2.4 Adequate Records

The IRC agrees to keep accurate and detailed records of all inspection, repair and service of Scott Products as per the procedure described in the In-House Repair Center Handbook. All inspection, repair and service records should be kept for a minimum of three (3) years from the date the transaction, inspection, repair, and/or service occurred.

### 2.5 Compliance with Certain Procedures

The IRC agrees that if at any time the IRC receives from Scott a notification of certain procedures that the IRC is to follow concerning the recall or other safety or product improvement campaign or program, the IRC shall comply with it. If for any reason the IRC fails or refuses to comply with the procedures specified in such notification, the IRC assumes liability for non-compliance. The IRC acknowledges the necessity of complying with recall and other safety or product improvement notices to insure the protection of the user and to comply with governmental laws, orders, rules, and regulations.



### **ARTICLE III**

#### **SCOTT'S DUTIES**

##### **3.0 Product and Service Information**

Scott agrees to furnish the IRC from time to time with such quantities of manuals, instructions, guides, service bulletins, and other materials pertaining to the inspection, repair and service of Scott Products.

### **ARTICLE IV**

#### **THE PARTIES' RELATIONSHIP**

##### **4.0 The IRC is an Independent Contractor**

The IRC is and will hold itself out to be an independent contractor and not an agent, partner, employee, or franchisee of Scott. As such, the IRC shall not have any right or authority to make any representation or warranty on behalf of Scott, nor to assume or create any obligation or responsibility on behalf of or in the name of Scott, nor to act for or bind Scott, nor is the IRC a legal representative of Scott, unless otherwise expressly authorized by Scott in writing.

### **ARTICLE V**

#### **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

##### **5.0 No Intellectual Property Rights Granted**

Nothing in this Agreement shall be construed as conferring upon the IRC any right or interest in any Scott trademark or name or registration thereof, or in any Scott designs, copyrights, patents, trade secrets, trade names, signs, emblems, insignia, symbols and slogans, other marks, or any Scott intellectual property used in connection with Scott's Products.

##### **5.1 Confidentiality**

All business information and materials containing proprietary information of Scott disclosed to the IRC by Scott or its representative, agent, or employee or otherwise learned by the IRC are and shall be treated by the IRC as confidential during the term of this Agreement and at all times thereafter, except as otherwise required by freedom of information statutes applicable to the IRC.

### **ARTICLE VI**

#### **TERMINATION**

##### **6.0 Term of Agreement**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect unless terminated in the manner provided herein.

##### **6.1 Termination Rights**

A.) Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party.

B.) It is agreed that this Agreement will automatically terminate without notice upon the occurrence of any of the following; (i) an assignment by the IRC for the benefit of creditors; (ii) the institution of voluntary or involuntary proceedings against the IRC in bankruptcy, or under any other insolvency or similar law; (iii) the dissolution of the IRC; or (iv) the failure of the IRC to comply with any of the terms, provisions, obligations, representations or warranties.

**6.2 Waiver of Damages**

The termination of this Agreement by either party, however brought about, shall not entitle either party to any termination or severance compensation or to any payment for any good will established by either party during the term of this Agreement or render either party liable for damages as a result of the loss of prospective profits or any expenditure, investment or obligation incurred or made by either party.

**6.3 Return of Test Equipment**

Upon termination or expiration of this Agreement, Scott reserves the right to require the IRC to return all manuals, instructions, guides, service bulletins, and other similar materials furnished by Scott and all Scott manufactured test equipment (Scott Test Stands) F.O.B. Scott's plant or other destination specified by Scott, when this request is made in writing to the IRC. The IRC will be credited in the amount equal to the IRC's cost at the time of purchase of the Scott manufactured test equipment, less any repair costs for the Scott manufactured test equipment so as to render the equipment properly operational.

**6.4 Continuing Obligations**

Termination of this Agreement shall not effect the IRC's obligations under Article V hereinabove, and such obligations shall remain in full force and effect. The IRC agrees that it will not harm or attempt to harm the reputation of Scott or its products.

**ARTICLE VII  
GENERAL**

**7.0 No Waiver**

The failure of Scott to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, or to require or fail to require at any time performance by the IRC of any provision hereof, shall in no way affect the validity or act as a waiver of this Agreement, or any part hereof, or the right of Scott thereafter to enforce it.

**7.1 Notice**

Any notice or other communication required by this Agreement will be deemed to have been duly given if, if deposited in the U.S. mail, postage prepaid, and addressed to the part entitled to receive it at the address set forth above.

## 7.2 Governing Law (intentionally omitted)

## 7.3 Severability

If any term or provision of this Agreement shall to any extent be determined to be void, invalid, or unenforceable, or should violate any law of the United States, this Agreement shall be considered divisible as to such provisions, both the enforceability or validity of the remainder of the Agreement shall not be effected.

## 7.4 Entire Agreement

This Agreement constitutes the entire agreement between the IRC and Scott with respect to the subject matter of this Agreement. The IRC and Scott agree that any and all prior and contemporaneous communications, either written or oral, and all previous and contemporaneous agreements, if any, between the parties with respect to the subject matter hereof are automatically canceled by the signing of this Agreement. The IRC acknowledges and agrees that it is not relying upon any statement, representation, or communication of any kind not contained in this Agreement. No change, amendment, or modification of this Agreement shall be effective unless made in writing and signed by both parties.

## 7.5 Assignability

This Agreement cannot be directly or indirectly assigned, sold, transferred or encumbered by the IRC, in whole or in part, without authorization in writing from Scott. Scott may assign this Agreement to any affiliate of Scott, any successor to its business or purchaser of substantially all of its assets.

## 7.6 Captions

The captions contained herein shall not be deemed to be part of this Agreement but are merely for the convenience of the parties.

## 7.7 IRC's Indemnification of Scott

The IRC agrees to indemnify and hold Scott harmless from any and all claims, liability, losses, or damages of any kind whatsoever, whether direct or indirect, or consequential, including, without limit, attorney's fees or other legal expenses of any kind whatsoever, arising out of the following; (i) any acts or omissions by the IRC or the IRC's representative, whether such representative is appointed direct, apparent, implied, or otherwise in connection with the IRC's purchase, possession, use, inspection, repair, service, or sale of Scott Products; (ii) the IRC's breach of any terms or conditions of the Agreement.

## 7.8 Insurance

The IRC shall obtain and maintain adequate comprehensive general liability insurance coverage and shall provide Scott with evidence of such insurance upon execution of this Agreement, annually thereafter, and upon any material change in coverage.

## 7.9 Third Party Beneficiaries

Scott and the IRC agree that this Agreement is solely for their benefit and those existing or future allowable successors and assigns specified in Section 7.5 of this Agreement and it does

not, nor is intended to, create any rights in favor of, or obligations owing to, any other related or unrelated parties, if any, or anyone else.

7.10 Binding Arbitration

Scott and the IRC agree to submit all controversies, claims, and disputes relating to this Agreement to binding arbitration. Any arbitration proceeding shall be conducted by the American Arbitration Association and in accordance with its current arbitration rules. This agreement to submit all controversies, claims, and disputes to binding arbitration shall be specifically enforceable by either Scott or the IRC.

7.11 Counterparts

This Agreement may be executed in on or more counterparts, all of which together constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

SCOTT HEALTH & SAFETY  
A Division of Scott Technologies, Inc.

By: \_\_\_\_\_  
Trent Smith  
Title: Vice President, Sales

IN-HOUSE REPAIR CENTER

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

**Exhibit A**

Scott Products

Air-Pak® 2.2/3.0/4.5/ Fifty™

RESOLUTION 2008-51

WHEREAS, the Grand Island Fire Department operates an in-house repair center for the purpose of service and repair on self contained breathing apparatus (SCBA) equipment; and

WHEREAS, in 2007 the Fire Department for the City of Grand Island was awarded a federal grant for the purchase and replacement of SCBA equipment through Scott Health and Safety; and

WHEREAS, training is required in order for the Grand Island Fire Department to continue in-house repair of the newly acquired SCBA equipment; and

WHEREAS, an agreement by and between Scott Health and Safety and the City of Grand Island is required in order to obtain the necessary training and permission to conduct service and repair of the SCBA equipment.

WHEREAS, the contract has been reviewed by the City Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Agreement by and between Scott Health and Safety and the City of Grand Island for the repair of SCBA equipment for the Fire Department, is hereby approved according to the terms set out in the agreement.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney



# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item I1

### **#2008-52 - Consideration of One & Six Year Street Improvement Program**

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

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

RESOLUTION 2008-52

WHEREAS, the Regional Planning Commission, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on February 6, 2008, on the One and Six Year Street Improvement Program for the City of Grand Island; and

WHEREAS, at the February 6, 2008 public hearing, the Regional Planning Commission approved the One and Six Year Street Improvement Program 2008-2013, and recommended that such program be approved by the City Council; and

WHEREAS, the Grand Island City Council, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on February 12, 2008, on the One and Six Year Street Improvement Program for the City of Grand Island; and

WHEREAS, this Council has determined that the One and Six Year Street Improvement Program as set out in Exhibit "A" should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the One and Six Year Street Improvement Program 2008-2013, based on priorities of needs and calculated to contribute to the orderly development of city streets, and identified as Exhibit "A", is hereby approved and adopted by this Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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

Approved as to Form	☐ _____
February 7, 2008	☐ City Attorney





# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item I2

**#2008-53 - Consideration of Request from Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmer Avenue for a Class "C" Liquor License**

*This item relates to the aforementioned Public Hearing Item E-2.*

Staff Contact: RaNae Edwards

RESOLUTION 2008-53

WHEREAS, an application was filed by Hy-Vee, Inc., doing business as Hy-Vee Grand Island #1221 at 115 Wilmer Avenue, Grand Island, Nebraska, for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 2, 2008; such publication cost being \$17.78; and

WHEREAS, Nicholas Steinbach, 21938 Trailridge Blvd., Elk Horn, Nebraska, has applied for a liquor manager designation for the business; and

WHEREAS, a public hearing was held on February 12, 2008, for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends the application of Nicholas Steinbach, 21938 Trailridge Blvd., Elk Horn, Nebraska, as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
February 7, 2008	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item I3

**#2008-54 - Consideration of Request from Hy-Vee, Inc. dba Hy-Vee Gas #1221, 118 Wilmer Avenue for a Class "D" Liquor License**

*This item relates to the aforementioned Public Hearing Item E-3.*

Staff Contact: RaNae Edwards

RESOLUTION 2008-54

WHEREAS, an application was filed by Hy-Vee, Inc., doing business as Hy-Vee Gas #1221, at 118 Wilmer Avenue, Grand Island, Nebraska, for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 2, 2008; such publication cost being \$17.78; and

WHEREAS, Nicholas Steinbach, 21938 Trailridge Blvd., Elk Horn, Nebraska, has applied for a liquor manager designation for the business; and

WHEREAS, a public hearing was held on February 12, 2008, for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends the application of Nicholas Steinbach, 21938 Trailridge Blvd., Elk Horn, Nebraska, as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2008.

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

Attest:

Approved as to Form	<input type="checkbox"/>	_____
February 7, 2008	<input type="checkbox"/>	City Attorney

---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, February 12, 2008**

**Council Session**

## **Item I4**

**#2008-55 - Consideration of Resolution for Proposed Ballot  
Measure Banning Smoking**

**Staff Contact: Dale Shotkoski**

# **Council Agenda Memo**

**From:** Jeff Pederson, City Administrator  
**Meeting:** February 12, 2008  
**Subject:** Proposed Ballot Measure Banning Smoking  
**Item #'s:** I-4  
**Presenter(s):** Jeff Pederson, City Administrator

## **Background**

Various efforts have taken place in Grand Island for several years. In May of 2005 the Grand Island City Council heard a recommendation from the Health Department for a Smoking Limitation Ordinance, however no formal action has been taken to date to advance a local smoking limitation measure. In February of 2007, the Grand Island City Council adopted Resolution No. 2007-39 in support of LB 395. LB 395 failed to come to a vote in the 2007 Unicameral due to a successful filibuster which prevented a vote on the floor. Councilmember Hasse has requested Council consideration of a Resolution to place a smoking limitation on the spring Primary ballot. The attached Resolution would place a measure on the May 13, 2008 ballot which would essentially be the same ordinance currently in effect in Lincoln.

## **Discussion**

At issue is whether or not the Unicameral will vote on LB 395 this session, although it is expected that the measure may come up on the floor for debate and vote as early as next week. It is our understanding that the prospect of a filibuster is very low due to a compromise that would delay implementation of the law for one year following signature by the Governor. Through the Primary Election process, Grand Island could put in place a local smoking limitation measure months ahead of when a State law might take effect.

## **Alternatives**

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

1. Move to approve.

2. Move to deny.
3. Change the referendum date to coincide with the November 4 General Election.
4. Postpone the issue to future date to allow time to determine if the Legislature passes a State-wide ban this Session.
5. Revise the Resolution to duplicate the language of LB 395 rather than the language in the Lincoln Ordinance so as to be consistent with State law should LB 395 pass and become State law. (there are some differences between the Lincoln Ordinance and the language currently in LB 395).
6. Undertake a new process to review LB 395, the Lincoln Ordinance, and other models to determine what the Grand Island smoking limitation measure should consist of. (LB 395 would permit a locally-adopted Ordinance to supersede the new State law.

### **Recommendation**

City Administration does not have a recommendation on this Resolution.

### **Sample Motion**

Move to approve one of the six alternatives as stated above.



## **Chapter 8.50**

### **Lincoln Smoking Regulation Act**

#### **Sections:**

<b>8.50.010</b>	<b>Title.</b>
<b>8.50.020</b>	<b>Purpose.</b>
<b>8.50.030</b>	<b>Definitions; General Provisions.</b>
<b>8.50.060</b>	<b>Definition; Employed.</b>
<b>8.50.070</b>	<b>Definition; Employee.</b>
<b>8.50.080</b>	<b>Definition; Employer.</b>
<b>8.50.090</b>	<b>Definition; Guestroom or Suite.</b>
<b>8.50.100</b>	<b>Definition; Health Director.</b>
<b>8.50.110</b>	<b>Definition; Indoor Area.</b>
<b>8.50.120</b>	<b>Definition; International No-Smoking Symbol.</b>
<b>8.50.130</b>	<b>Definition; Place of Employment.</b>
<b>8.50.150</b>	<b>Definition; Proprietor.</b>
<b>8.50.160</b>	<b>Definition; Public Place.</b>
<b>8.50.180</b>	<b>Definition; Smoke or Smoking.</b>
<b>8.50.210</b>	<b>Smoking Prohibited; Exceptions.</b>
<b>8.50.220</b>	<b>Proprietor to Prohibit Smoking; Exceptions.</b>
<b>8.50.280</b>	<b>Enforcement.</b>
<b>8.50.290</b>	<b>Violations and Penalties.</b>
<b>8.50.300</b>	<b>Grace Period.</b>
<b>8.50.310</b>	<b>Severability.</b>

#### **8.50.010 Title.**

This Chapter shall be known as the Lincoln Smoking Regulation Act. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §1; June 28, 2004).

#### **8.50.020 Purpose.**

The City Council does hereby declare it to be the public policy of this City to encourage places of employment and public places to reduce the health and safety risks posed by smoking in places of employment and public places. The City Council authorizes the Health Director of the Lincoln-Lancaster County Health Department and law enforcement to administer and enforce this Chapter within the City of Lincoln. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §2; June 28, 2004).

#### **8.50.030 Definitions; General Provisions.**

For the purposes of this Chapter, the following words and phrases shall have the meaning ascribed to them by this Chapter. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §3; June 28, 2004).

**8.50.060 Definition; Employed.**

Employed shall mean hired, contracted, subcontracted, or otherwise engaged to furnish goods or services. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §6; June 28, 2004).

**8.50.070 Definition; Employee.**

Employee shall mean a person who is employed by an employer in consideration for direct or indirect monetary wage(s), profit, or other remuneration. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §7; June 28, 2004).

**8.50.080 Definition; Employer.**

Employer shall mean a person, nonprofit entity, sole proprietorship, partnership, joint venture, corporation, limited partnership, limited liability company, co-op, firm, trust, association, organization, or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold, who employs one or more employees. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §8; June 28, 2004).

**8.50.090 Definition; Guestroom or Suite.**

Guestroom or suite shall mean sleeping rooms and directly associated private areas, such as bathrooms, living rooms, and kitchen areas, if any, rented to the public for their exclusive transient occupancy including, but not limited to, guestrooms or suites in hotels, motels, inns, lodges, or other such establishments. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §9; June 28, 2004).

**8.50.100 Definition; Health Director.**

Health Director shall mean the Director of the Lincoln-Lancaster County Health Department or authorized representative(s). (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §10; June 28, 2004).

**8.50.110 Definition; Indoor Area.**

Indoor area shall mean an area enclosed by a floor, ceiling, and floor to ceiling walls on all sides that are continuous and solid except for closeable entry/exit doors and windows. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §11; June 28, 2004).

**8.50.120 Definition; International No-Smoking Symbol.**

International no-smoking symbol shall mean a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §12; June 28, 2004).

**8.50.130 Definition; Place of Employment.**

Place of employment shall mean an indoor area under the control of a proprietor that an employee accesses as part of the course of employment without regard to whether work is occurring at any given time. The indoor area shall include, but is not limited to, work areas, employee breakrooms, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, and hallways. A private residence shall not be considered a "place of employment." (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §13; June 28, 2004).

**8.50.150 Definition; Proprietor.**

Proprietor shall mean any employer, owner, operator, supervisor, manager or any other person who controls, governs, or directs the activities in a place of employment or public place. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §15; June 28, 2004).

**8.50.160 Definition; Public Place.**

Public Place shall mean an indoor area to which the public is invited or in which the public is permitted, whether or not the public is always invited or permitted. A private residence shall not be considered a "public place." (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §16; June 28, 2004).

**8.50.180 Definition; Smoke or Smoking.**

Smoke or smoking shall mean the lighting of any cigarette, cigar, or pipe; or the possession of any lighted cigarette, cigar, or pipe, regardless of its composition. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §18; June 28, 2004).

**8.50.210 Smoking Prohibited; Exceptions.**

It shall be unlawful for any person to smoke in a place of employment or a public place, except as designated by a proprietor pursuant to this Chapter. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §21; June 28, 2004).

**8.50.220 Proprietor to Prohibit Smoking; Exceptions.**

(a) It shall be unlawful for any proprietor of any place of employment or public place to allow smoking except as follows:

(1) Guestrooms or suites, provided the following requirements are met:

(i) The number of rooms or suites designated for smoking shall be no greater than 20% of the total number of guestrooms or suites.

(ii) Each guestroom or suite where smoking is allowed shall have a permanent sign posted containing the words "smoking allowed" on each entrance.

(2) As part of a study conducting research into the health effects of smoking in a scientific or analytical laboratory either governed by state or federal law or at a college or university approved by the Nebraska Coordinating Commission for Post Secondary Education. The proprietor shall post a temporary sign on all entrances to the laboratory indicating that smoking is being allowed for the purposes of research.

(b) Proprietors shall conspicuously post or display required signs so that the signs are readily viewable by employees and the public.

(c) This section shall not be interpreted or construed to permit smoking where smoking is otherwise restricted by other applicable laws. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §22; June 28, 2004).

**8.50.280 Enforcement.**

The Health Director and law enforcement agencies are hereby authorized to inspect a place of employment or public place at any reasonable time to determine compliance with this Chapter. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §28; June 28, 2004).

**8.50.290 Violations and Penalties.**

(a) A person who smokes in a place of employment or a public place in violation of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a minimum fine of:

- (1) One hundred dollars (\$100) and costs for the first offense;
- (2) Two hundred dollars (\$200) and costs for the second offense;
- (3) Five hundred dollars (\$500) and costs for the third and subsequent offenses.

(b) A proprietor of a place of employment or public place upon whom a duty is placed by the provisions of this Chapter, who shall fail, neglect, or refuse to perform such duty, or who shall knowingly violate any of the provisions hereof, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a minimum fine of:

- (1) One hundred dollars (\$100) and costs for the first offense;
- (2) Two hundred dollars (\$200) and costs for the second offense;
- (3) Five hundred dollars (\$500) and costs for the third and subsequent offenses.

(c) Each day that a violation continues to exist shall constitute a separate and distinct offense and shall be punishable as such.

(d) Every act or omission of whatever nature constituting a violation of any of the provisions of this Chapter by an officer, manager, supervisor, agent, or employee of any proprietor, if said act or omission is made with the authorization, knowledge, or approval of the proprietor, shall be deemed and held to be the act or omission of such proprietor, and said proprietor shall be punishable in the same manner as if said act or omission had been committed by such proprietor personally. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §29; June 28, 2004).

**8.50.300 Grace Period.**

Any place of employment or public place not in full compliance with this Chapter upon its effective date shall have until November 1, 2004 to comply with the requirements of this Chapter. No penalty shall be imposed against any proprietor or person for noncompliance with this chapter until November 1, 2004. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §30; June 28, 2004).

**8.50.310 Severability.**

Each section and subsection of this Chapter is hereby declared to be independent of every other section or subsection of this Chapter and invalidity of any section or subsection of this Chapter shall not invalidate any other section or subsection thereof. (Adopted by Referendum, certified November 17, 2004: Ord. 18396 §31; June 28, 2004).

## RESOLUTION 2008-55

WHEREAS, a request has been made to ban smoking in all businesses, bars, restaurants and public places in Grand Island, Nebraska; and

WHEREAS, a model ordinance that may be adopted if a majority of the voters at the next general election approve this ballot measure is available for public inspection at the office of the Grand Island City Clerk; and

WHEREAS, the Mayor and City Council of the City of Grand Island wish to place this issue before the voters of the City of Grand Island for their decision at the statewide primary election on May 6, 2008; and

WHEREAS, it is recommended that the ballot language set forth below be adopted for such measure to be submitted at the statewide primary election scheduled for May 6, 2008.

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

(1) Pursuant to Neb. Rev. Stat. §18-2520, in lieu of a separate special election, the following ballot shall be submitted at the statewide primary election on May 6, 2008:

**(OFFICIAL SAMPLE BALLOT)**  
**OFFICIAL MUNICIPAL ELECTION BALLOT**

**CITY OF GRAND ISLAND, NEBRASKA**

Tuesday, May 6, 2008

Smoking Ban Proposal:

Shall the Mayor and City Council of the City of Grand Island, Nebraska, adopt an ordinance which would prohibit smoking in all enclosed public places within the City of Grand Island, and which would further prohibit smoking in all enclosed facilities within places of employment, and which would further prohibit smoking within ten (10) feet outside of an enclosed area where smoking is prohibited?

Vote for or against the foregoing proposal.

- ☐ FOR the proposal
- ☐ AGAINST the proposal

(2) The City Clerk is directed to immediately certify the above issue to the Election Commissioner in the

Approved as to Form	<input type="checkbox"/> _____
February 8, 2008	<input type="checkbox"/> City Attorney

manner and form provided in Neb. Rev. Stat. §18-2520.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on February 12, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item J1

### **Approving Payment of Claims for the Period of January 23, 2008 through February 12, 2008**

*The Claims for the period of January 23, 2008 through February 12, 2008 for a total amount of \$3,556,350.63. A MOTION is in order.*

Staff Contact: David Springer



# City of Grand Island

Tuesday, February 12, 2008

Council Session

## Item J2

### **Approving Payment of Claims for the Library Expansion for the Period of December 19, 2007 through February 12, 2008**

*The Claims for the Library Expansion for the period of December 19, 2007 through February 12, 2008 for the following requisition:.*

#103    \$16,084.25

*A motion is in order.*

Staff Contact: David Springer



EXHIBIT B  
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 103

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

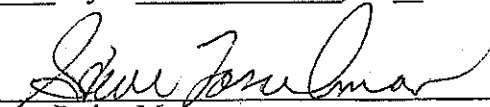
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Telephone Systems of Nebraska, Inc.	\$16,084.25	Security Camera System

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 5th day of February, 2008.

  
\_\_\_\_\_  
Project Manager

**TELEPHONE SYSTEMS OF NEBRASKA, INC.**

3239 W 2ND STREET  
P. O. BOX 2151  
GRAND ISLAND, NE 68802-2151  
(308)381-4000 Fax(308)381-2801

**Invoice**

DATE	INVOICE #
1/18/2008	5861

**BILL TO**

GRAND ISLAND PUBLIC LIBRARY  
211 N WASHINGTON ST  
GRAND ISLAND, NE 68801

P.O. NO.	TERMS	REP
		KH

DESCRIPTION	QTY	RATE	AMOUNT
AVERMEDIA ENTERPRISE CLASS DVR 32 CAMERA INPUTS 32 AUDIO INPUTS 960 FPS. INCLUDES 500 GIGABYTE STORAGE SA6832E	1	5,995.00	5,995.00
500 GIGABYTE HARD DRIVE SATA FORMAT	3	195.00	585.00
17 INCH VGA MONITOR COLOR FLAT PANEL LCD	1	170.00	170.00
12VDC CAMERA POWER SUPPLY 4 AMP	4	29.00	116.00
CAMERA POWER DISTRIBUTION BOX 9 CAMERA	4	39.00	156.00
COLOR DOME CAMERA SONY 1/3 SUPER HAD CCD 2315	15	149.00	2,235.00
OUTDOOR SONY CCD 1/3 CAMERA WITH DAY NIGHT VISION BUILT IN INFRARED WIDE ANGLE VIEW NT-G15R	3	199.00	597.00
9200EX 1/3" Color Sony ExView CCD Outdoor Camera, Varifocal w/ Built in Heater	4	375.00	1,500.00
Camera 1/3 Sony HAD CCD Vari Focal Day/Night Weatherproof w/Built In Heater, Long Range Zoom CBVF5-50	4	375.00	1,500.00
BALANCED CONVERTER COAX TO TWISTED PAIR WITH POWER	52	49.00	2,548.00
6 FT. CAMERA LEAD PC3 OR PC4	26	2.50	65.00
ON-SITE LABOR, INCLUDES: INSTALLATION, INITIAL SETUP, DVR INTERNET SET UP, TRAINING, MISC PARTS AND MATERIALS	72.345	50.00	3,617.25
DISCOUNT ON EQUIPMENT/ BID	-1	3,000.00	-3,000.00
ADDITIONS TO SYSTEM SHOULD HAVE BEEN INCLUDED			
3 FOOT SELF STANDING TOWER	2	36.35	72.70
8X8X16 CONCRETE BLOCK	8	2.69	21.52
DATA RJ45 CONNECTING BLOCK CAT 5 RATED	1	8.95	8.95
FACE PLATE SURFACE MOUNT SINGLE PORT	1	2.16	2.16
10 FT CAT 5 DATA PATCH CORD	1	7.00	7.00
DISCOUNT ON EQUIPMENT/	-1	112.33	-112.33

**Total****\$16,084.25**