
City of Grand Island



Tuesday, February 26, 2008

Council Session Packet

City Council:

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

Mayor:

Margaret Hornady

City Administrator:

Jeff Pederson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Paul Hofrichter, Evangelical Free Church, 2609 South Blaine Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item E1

Public Hearing on Request from AYR, Inc. dba El Toro Mexican Restaurant, 3425 West State Street for an Addition to their Class "I-61118" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: February 26, 2008

Subject: Public Hearing on Request of AYR, Inc. dba El Toro Mexican Restaurant, 3425 West State Street for an Addition to Class "I-61118" Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

AYR, Inc. dba El Toro Mexican Restaurant, 3425 West State Street has submitted an application for an addition to their Class "I-61118" Liquor License. The request includes an area of approximately 62' x 21' to be added to the east side of their building and moving the outdoor area from the east side of the building to the north side. (See attached drawing.)

Discussion

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, and Health 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

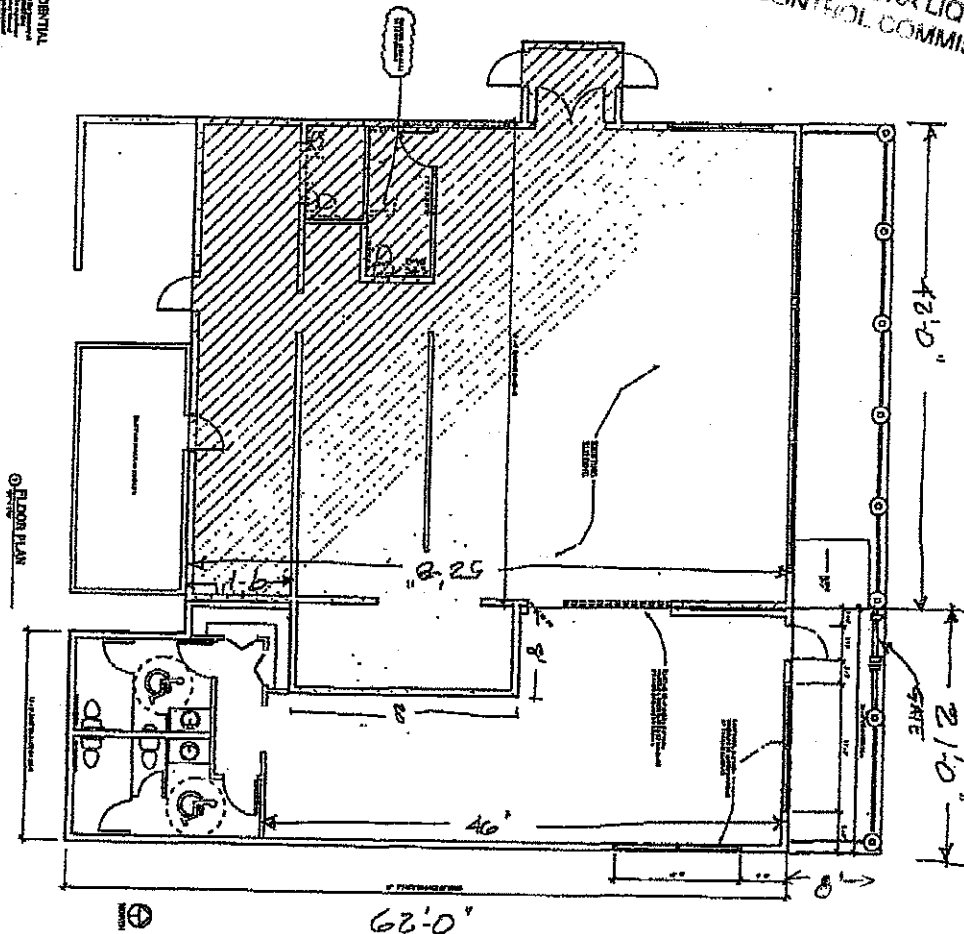
Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application.

Sample Motion

Move to approve the application for an addition from El Toro Mexican Restaurant Liquor License "T-61118" located at 3425 West State Street.

FEB 18 2000

NEBRASKA LIQUOR
CONTROL COMMISSION



966 SF
- 160
806 SF (person)
÷ 15
54 people

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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NOT FOR CONSTRUCTION

Page	1
Date	1/1/19
Time	10:00
Location	1000
Notes	1000

EL TORO

CHIEF.

DESIGN/BUILD - GENERAL CONTRACTORS
 10000 10th Ave NE
 Seattle, WA 98120-4000
 206/764-3333



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item E2

**Public Hearing on Acquisition of Sanitary Sewer Easement in the
SE 1/4 of the NE 1/4 of Section 23-11-10 between Springdale
Second Subdivision & North Road (Karen J. Bredthauer)**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 26, 2008

Subject: Public Hearing on Acquisition of Sanitary Sewer Easement in the SE 1/4 of the NE 1/4 of Section 23-11-10 between Springdale Second Subdivision and North Road

Item #'s: E-2 & G-14

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing be conducted with the acquisition approved by the City Council. A Sanitary Sewer Utilities Easement is needed in unplatted land in the SE 1/4 of the NE 1/4 of Section 23-11-10 between Springdale Second Subdivision and North Road to accommodate sanitary sewer. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer within the easement.

Discussion

The subdivision is being developed in phases and sanitary sewer to serve the current phase must be extended across a future phase where an easement or street right-of-way does not exist. The new easement will be twenty (20') feet wide and will provide an easement to place sanitary sewer at this location.

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 – this will delay the development of this subdivision
4. Take no action on the issue – this will prohibit the development of this subdivision

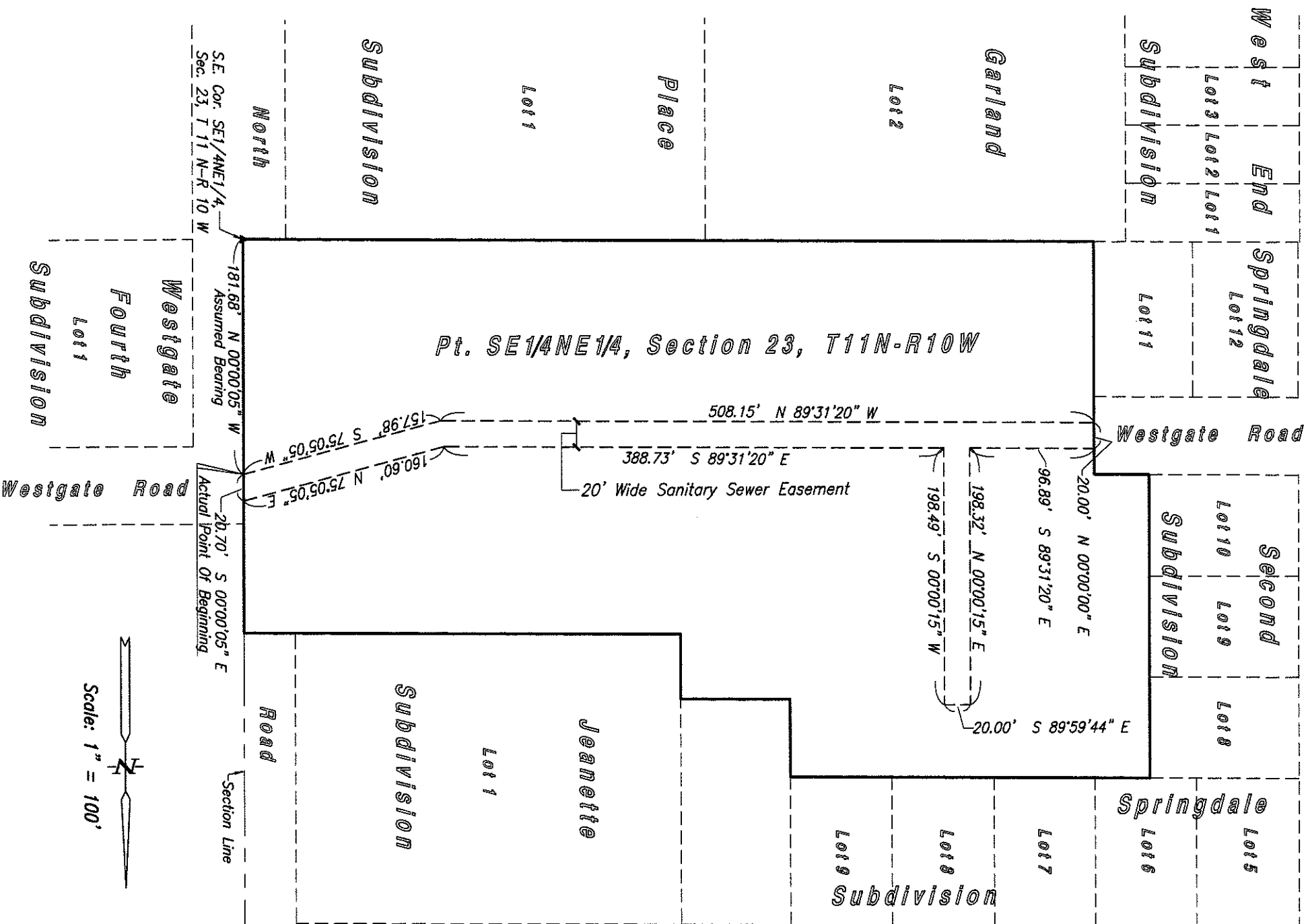
Recommendation

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.

Centre St.

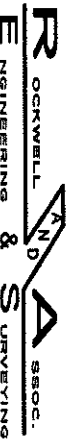


Sanitary Sewer Easement

EXHIBIT 'A'

Date: February 7, 2008

Sheet No. 1 of 2



2510 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O. BOX 549
E-MAIL: surveyor@computer-concepts.com PHONE (308) 382-1472 FAX (308) 382-1423



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G1

Approving Minutes of February 12, 2008 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 12, 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 February 12, 2008. Notice of the meeting was given in *The Grand Island Independent* on February 6, 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 Jay Vetter, Trinity United Methodist Church, 511 North Elm Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady commented on the new voting/sound/visual system in the Council Chambers. Mayor Hornady acknowledged Community Youth Council members Megan Bombeck, Lauren Shoemaker, and Kayla Harris. Introduced were Boy Scout Troop #117 and Scout Master Rod Boehler.

PUBLIC HEARINGS:

Public Hearing on the One and Six Year Street Improvement Program Steve Riehle, Public Works Director reported that adoption of a One and Six Year Street Improvement Program was required by State law as part of the requirements to receive approximately three million dollars of state gas tax funds each year. This item was referred to the Regional Planning Commission by Council at their January 22, 2008 Regular Meeting. The Regional Planning Commission conducted a Public Hearing at their February 6, 2008 meeting. Mr. Riehle presented a PowerPoint explaining the recommendations. Attorney Daniel Placzek, 104 North Wheeler Avenue representing Dan & Chris Fogland spoke in opposition to the Broadwell underpass, Marlan Ferguson, representing the Economic Development Corporation spoke in support of several projects, Jay Vavricek, 2729 Brentwood Blvd. spoke of concerns of traffic east of Highway 281 to Webb Road. No further public testimony was heard.

Public Hearing on Request from Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmar Avenue for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmar Avenue for a Class "C" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on January 14, 2008; notice to the general public of date, time, and place of hearing published on February 2, 2008; notice to the applicant of date, time, and place of hearing mailed on January 14, 2008; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Pat Hensley representing Hy-Vee spoke in support. No further public testimony was heard.

Public Hearing on Request from Hy-Vee, Inc. dba Hy-Vee Gas #1221, 118 Wilmar Avenue for a Class "D" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Hy-Vee, Inc. dba Hy-Vee Gas #1221, 115 Wilmar Avenue for a Class "C" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on January 14, 2008; notice to the general public of date, time, and place of hearing published on February 2, 2008; notice to the applicant of date, time, and place of hearing mailed on January 14, 2008; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Pat Hensley representing Hy-Vee spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 3321 Island Circle – West of Webb Road and South of Highway 30 (GIAET, LLC). Gary Mader, Utilities Director reported that a utility easement was needed at 3321 Island Circle in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place high voltage cable and a pad-mounted transformer to provide electric service to the new Lacy building. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement Located at 731 Allen drive in Lot 1 and Lot 2 of Meadowlark West Fifth Subdivision (Allen Phase III, LLC). Steve Riehle, Public Works Director reported that a public utility easement was needed on Lots 1 and 2 of Meadowlark West Fifth Subdivision for the extension of sanitary sewer. Staff recommended approval. No public testimony was heard.

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

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

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

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

#2008-31 – Approving Change Order #1 for Public Safety Drive Paving, Street Improvement Project Number 2006-P-2 with Starostka Group Unlimited, Inc. of Grand Island, Nebraska for an increase of \$967.00 and a Revised Contract Amount of \$250,330.48.

#2008-32 – Approving Certificate of Final Completion for Street improvement Project Number 2006-P-2, Public Safety Drive with Starostka Group Unlimited, Inc. of Grand Island, Nebraska.

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

#2008-34 – Approving Bid Award for Sanitary Sewer District No. 96 Replacement, Between Yund & Division Streets, from Plum Street tot Vine Street with The Diamond Engineering Co. of Grand Island, Nebraska in an Amount of \$47,797.23.

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

#2008-36- Approving Acquisition of Utility Easement Located at 3321 Island Circle, West of Webb Road and South of Highway 30 (GIAET, LLC).

#2008-37 – Approving Bid Award for Office, Lab & Maintenance Room Fire Protection at Platte Generating Station with Nebraska Fire Sprinkler of Alda, Nebraska in an Amount of \$41,200.00.

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

#2008-39 – Approving Bid Award for Skid Steer Loader for the Water Shop, Utilities Department with Central Nebraska Bobcat of Grand Island, Nebraska in an Amount of \$47,457.73.

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

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

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

#2008-43 – Approving Final Plat and Subdivision Agreement for Dinsdale Subdivision. It was noted that owner, Dinsey, L.L.C. had submitted the Final Plat and Subdivision Agreement for Dinsdale Subdivision located on replat Lot 1, Hamilton-Kinman Subdivision and a tract of land in the SE 1/4 of Section 24-11-10 consisting of approximately 7.002 acres for the purpose of creating 2 lots.

#2008-44 – Approving Change Order No. 17 with Chief Construction Company of Grand Island, Nebraska for Law Enforcement Center for an Increase of \$6,695.55 and a Revised Contingency Fund Amount of \$69,926.45.

#2008-45 – Approving Change Order No. 18 with Chief Construction Company of Grand Island, Nebraska for Law Enforcement Center for the Reduction of \$45,000.00 Assessment in Late Penalties and a Reduction of \$45,000.00 in the Contingency Fund leaving a balance in the Contingency Fund of \$24,926.45 and a Revised Contract Amount of \$7,316,080.00.

#2008-46 – Approving Substantial Completion with Chief Construction Company of Grand Island, Nebraska for the Law Enforcement Center.

#2008-47 – Approving Bid Award for Structural Firefighters Protective Clothing with Municipal Emergency Services of Fremont, Nebraska in an Amount of \$82,712.00.

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

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

#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).

#2008-51 – Approving Agreement with Scott Health & Safety of Monroe, North Carolina for In-House Repair Center of SCBA Equipment.

RESOLUTIONS:

#2008-52 – Consideration of One and Six Year Street Improvement Program. This item related to the aforementioned Public Hearing.

Discussion was held concerning the Broadwell underpass, traffic on Webb Road and Old Potash Highway by Hy-Vee, South Locust landscaping, Capital Avenue, Stolley Park east of the Event Center, and round-a-bouts.

Motion by Carney, second by Niemann to approve Resolution #2008-52. Upon roll call vote, all voted aye. Motion adopted.

#2008-53 – Consideration of Request from Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmar Avenue for a Class “C” Liquor License and Liquor Manager Designation for Nicholas Steinbach, 21938 Trailridge Blvd., Elk Horn, Nebraska. This item related to the aforementioned Public Hearing.

Motion by Gericke, second by Brown to approve Resolution #2008-53 contingent upon final inspections and the request for Liquor Manager Designation from Nicholas Steinbach contingent upon Mr. Steinbach completing a state approved alcohol server/seller training program.

Motion by Nickerson, second by Meyer to amend the motion for on sale consumption restricted to promotional tasting by consumers. Upon roll call vote, Councilmember’s Brown, Haase, Zapata, Nickerson, Gericke, Carney, Ramsey, Niemann, and Meyer voted aye. Councilmember Gilbert voted no. Amendment adopted.

Upon roll call vote of the main motion with amendment, all voted aye. Motion adopted.

#2008-54 – Consideration of Request from Hy-Vee, Inc. dba Hy-Vee Gas #1221, 118 Wilmar Avenue for a Class “D” Liquor License and Liquor Manager Designation for Nicholas Steinbach, 21938 Trailridge Blvd., Elk Horn, Nebraska. This item relates to the aforementioned Public Hearing.

Motion by Gericke, second by Brown to approve Resolution #2008-54 contingent upon final inspections and the request for Liquor Manager Designation from Nicholas Steinbach contingent upon Mr. Steinbach completing a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2008-55 – Consideration of Resolution for Proposed Ballot Measure Banning Smoking. Various efforts had taken place in Grand Island for several years on a smoking ban. Councilmember Haase had requested Council consideration of a Resolution to place a smoking

limitation on the May 13, 2008 Primary ballot which would mirror the ordinance currently in effect in Lincoln.

Motion by Haase, second by Gilbert to approve Resolution #2008-55.

The following people spoke regarding the smoking ban:

Ron King, 2615 West Charles Street – opposed
Megan Bombeck, 2129 Macron Street - support
Lauren Shoemaker, 220 West 23rd Street p - support
Lowell Hamilton, 305 Cherokee Avenue- opposed
Curtis Cellar, 4258 Nevada Avenue - opposed

Discussion was held on LB 395 and the timing of a possible state law, smoking ban relative to private clubs, council goal, election costs, differences between Lincoln and Omaha ordinances, prosecuting/enforcement issues, and other states with smoking bans.

Motion by Haase, second by Gilbert to call the question. Upon roll call vote, all voted aye. Motion adopted.

Upon roll call vote of the motion to approve Resolution #2008-55 Councilmember's Brown, Haase, Gilbert, Niemann, Ramsey, and Zapata voted aye. Councilmember's Nickerson, Carney, Meyer, and Gericke voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Brown, second by Haase to approve the Claims for the period of January 23, 2008 through February 12, 2008, for a total amount of \$3,556,350.63. Motion adopted unanimously.

Motion by Brown, second by Haase to approve the following Claim for the Library Expansion for the Period of December 19, 2007 through February 12, 2008:

#103 \$16,084.25

Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 9:00 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G2

Approving Minutes of February 19, 2008 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

February 19, 2008

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Community Meeting Room of City Hall, 100 East First Street, on February 19, 2008. Notice of the meeting was given in the *Grand Island Independent* on February 13, 2008.

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

INVOCATION was given by Pastor Nick Schonlau, Third City Christian Church, 4100 West 13th Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady commented on the Law Enforcement Center dedication and ribbon cutting this Friday, February 22, 2008 at 1:15 p.m.; Cheerleader and Dance Competition at the Heartland Events Center this Saturday, February 23, 2008; and the Community Youth Council Talent Contest this Sunday, February 24, 2008 at the Grand Island Mall.

Presentation by BKD, LLP Relative to Fiscal Year 2007 Electric and Water Audit Reports. David Springer, Finance Director introduced Roger Watton from BKD, LLP to give the 2007 electric and water audit reports. Mr. Watton stated these were clean and unqualified opinions which were the highest ratings given. A brief overview and review of the water and electric audit reports were given.

Highlights of the water funds were given with revenues up from last year. The electric department revenues were up also from last year. Mr. Watton stated both funds were in excellent financial conditions.

Update on Downtown "Vision" and Previous Plans: Cindy Johnson, Chamber of Commerce President updated the council with a PowerPoint presentation on the Downtown Improvement District. Introduced were Christa Boosma, Partnership Services Director with the Chamber and Matt Armstrong, Chairman of the Downtown Improvement Board.

Christa Bosman updated the council on the following activates currently being implemented in the downtown area:

- Design
- Historical Building Restoration & Upper Level Development
- Economic Restructuring
- Physical Environment & Streetscape

- Arts & Humanities Center
- Promotions
- Parking Solutions

J.L Schmidt, Director of the Nebraska Lied Main Street Program commented that Grand Island Downtown was being nominated for a National Downtown award.

Councilmember's commented on the Kauffman & Cummings Park, businesses being closed during special events, directional horns, parking issues, rented/reserved parking areas, awnings, entertainment, and public transportation.

Presentation by Shonesy Associates for FY 2007 City Single Audit and General Purpose Financial Statements. David Springer, Finance Director introduced Terry Galloway representing Almquist, Maltzahn, Galloway & Luth who reviewed the FY 2007 City Single Audit and General Purpose Financial Statements. A PowerPoint was presented with a detailed report of the findings. The financial audit received a clean and unqualified rating which was the highest rating possible.

The following areas of concern were mentioned:

- Decline of Cash Reserves in General Fund
- Debt Service, including Lease Payments
- Balanced Budget

Discussion was held concerning the appropriate level of cash reserves.

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

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G3

#2008-56 - Approving Application and Memorandum of Understanding for Safe Haven: Office on Violence Against Women Grant

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma

Council Meeting: February 26, 2008

Subject: Approving Application and Memorandum of Understanding for Safe Havens: Office on Violence Against Women Grant

Item #'s: G-3

Presenter(s): Joni Kuzma,
Community Development Administrator

Background

In January 2003, the City of Grand Island received a Safe Haven Supervised Visitation and Safe Exchange Program Grant from the U.S. Department of Justice for the development of Supervised Visitation and Exchange Center in Grand Island. The grant requires that eligible applicants must fall into one of the three following categories: Units of Local Government, Indian Tribe, or Faith-Based or Community Organizations. The grant further requires that the eligible entity enter into a collaborative working relationship with state and local courts and a non-profit, non-governmental entity in the local community that provides local shelters and programs for domestic violence and sexual assault victims (i.e. The Crisis Center, Inc.)

The City received a \$119,983 Planning Grant for September 2003-2005 and a two-year \$349,950.00 Planning/Implementation grant for 2006-2008. A Memorandum of Understanding between the City of Grand Island, the Crisis Center, and the courts was approved for both of these grant applications by Council in 2003 and in 2006. This funding from the Office on Violence Against Women enabled Grand Island to open a supervised visitation and exchange center.

The Heartland Family Visitation Center opened for business in May 2006 with a full-time Director, a full-time Case Manager, and part-time visitation monitors. For this grant, the Safe Haven Director established a community-based advisory committee, created operating policies and procedures, provided documentation to the City for required reports to the Office on Violence Against Women, completed a needs assessment for the community, and created a safe, welcoming facility for families in need of visits or exchanges. The Heartland Family Visitation Center, located at 204 N. Locust, became

incorporated as a 501(c)(3) in December 2006 and has a nine member Board of Directors to oversee operations.

Discussion

A five-year grant is available to the City for 2008 - 2013 funding for operations of the Heartland Family Visitation Center and is due February 28, 2008. The amount of grant funding will decrease annually for five years, at which time the Center is anticipated to be self-sufficient. A signed Memorandum of Understanding between the City, the Heartland Family Visitation Center and required partners (Crisis Center and the courts) is required for the grant application and is included in this packet. This Memorandum will not be binding if the grant is not received.

Alternatives

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

1. Approve the Memorandum of Understanding and authorize the Mayor to sign related documents
2. Refer the issue to a committee.
3. Postpone the issue to a later date.

Recommendation

City Administration recommends that the Council approve the Memorandum of Understanding and authorize the Mayor to sign related documents.

Sample Motion

Move to approve the Memorandum of Understanding and authorize the Mayor to sign related documents.

MEMORANDUM OF UNDERSTANDING
SAFE HAVENS: SUPERVISED VISITATION AND SAFE EXCHANGE GRANT
GRANT REFERENCE NUMBER: 2005-CW-AX-0013

This Memorandum of Understanding is approved and executed on this ____ day of _____ 2008 by THE CITY OF GRAND ISLAND (The City), THE HEARTLAND FAMILY VISITATION CENTER (Visitation Center), THE CRISIS CENTER, INC., AND THE HALL COUNTY COURT SYSTEM (The Courts).

I. Project Description.

The purpose of this Memorandum of Understanding is to state the general terms, conditions and commitments of respective parties to administer and meet the contract specifications of the Safe Havens: Supervised Visitation and Safe Exchange program grant, awarded to the City of Grand Island by the Department of Justice, Office on Violence Against Woman. This document will outline the understanding between the parties to this agreement to operate a safe place for supervised visitation and safe exchange of children in the event of domestic violence, child abuse, sexual assault, stalking or other difficulties in family dynamics in the city of Grand Island, Hall County, Nebraska and the outlying service area.

The Office on Violence Against Women requires that the grantee (City of Grand Island) enter into a “collaborative working relationship with state and local courts and a nonprofit, nongovernmental entity in the local community to provides local shelters and programs for domestic violence and sexual assault victims”. The parties included in this agreement are the City of Grand Island, the Heartland Family Visitation Center, The Crisis Center, Inc., and the Hall County Court.

II. History of Relationship.

The City of Grand Island collaborated with The Crisis Center, Inc. in 2001 to discuss the feasibility of and need for a Supervised Visitation and Exchange Center. From those discussions, the decision was made to apply for a Safe Havens: Supervised Visitation and Safe Exchange planning grant (2003-CW-BX-0026,) which was awarded in 2003. A two-year planning/implementation grant (2005-CW-AX-0013) was awarded in September 2005 to the City of Grand Island to fund continued development and operations. The Visitation Center began accepting referrals for supervised visits and exchanges in May 2006.

Throughout this process, the Visitation Center, Crisis Center, Court representatives, and the Consulting Committee met regularly to define the provision of visitation services to victims of domestic violence. The Crisis Center, Inc. has provided training for Visitation Center staff and Consulting Committee members in the following areas: recognizing signs of domestic violence; methods and strategies for working with victims of domestic violence; and the potential impact of domestic violence on children and battered persons.

Agencies who have participated on a consulting committee in each phase of the project include The City of Grand Island, The Crisis Center, Inc., Central Nebraska Child Advocacy Center, The Grand Island Police Department, Nebraska Department of Health and Human Services, a representative from the Nebraska State Legislature, Heartland Court Appointed Special Advocates (CASA), Central Health Center, a private supervised visitation service provider, and representatives from the mental health and legal communities. The committee goal is to continually plan for and improve services for the protection of victims of domestic violence and their children.

The City of Grand Island, The Heartland Family Visitation Center, and the Community Consulting Committee have established an active partnership with the Crisis Center, Inc. and the local court system. Representatives from the Crisis Center and the Hall County Attorney's office attend Consulting Committee meetings and provide valuable input into policies, processes, and unique circumstances associated with supervised visitation in cases of domestic violence.

In May 2006, the Heartland Family Visitation Center incorporated under the laws of the State of Nebraska as a nonprofit, public benefit corporation. This Memorandum replaces a 2006 agreement with the Central Nebraska Child Advocacy Center who had been acting as the program host under their 501(c)(3) incorporation.

III. Development of Application

Committee representatives provided input during the initial development phase and feedback beginning in 2002. Subsequent meetings resulted in a decision to apply for funding to establish a Supervised Visitation and Exchange Center in Grand Island to meet the needs of victims of domestic violence and their children. Meetings among collaborative partners included representatives from the City of Grand Island, the Heartland Family Visitation Center, The Crisis Center, Inc., Central Nebraska Child Advocacy Center and local court representatives have led to a project plan and defined MOU partner roles.

The Crisis Center acted as the lead grant partner for the initial grant and guided discussions, grant formation, and partner recruiting. Throughout the course of four (4) years, the Crisis Center and Visitation Center have 1) identified community need for a visitation center, 2) defined employee, Board, and Consulting Committee roles, 3) established Visitation Center policies and procedures, 4) promoted Visitation Center services to the courts and others from whom referrals are received, 5) solicited community support, 6) provided education and training to volunteers and community partners, 7) attended required and elective trainings by OVW and Praxis, 8) visited many other Safe Havens grantee sites and utilized others via telephone as resources, 9) filled a service gap in Central Nebraska, and 10) served clients from out-of-state who had no other supervised visitation resource.

Recent meetings among the Board of Directors, County and local court representatives, and the Crisis Center have led to the agreements reflected in this Memorandum of Understanding and the submission of the 2008 grant application.

IV. Recitals.

WHEREAS, the City of Grand Island, a Nebraska Municipal Corporation, is a unit of local government as identified by the Department of Justice as an eligible applicant, collaborated with The Crisis Center, Inc., the local domestic violence service provider, and applied for Safe Havens grant funds for implementation of a supervised visitation and safe exchange center. ~~This center was to be known as The Heartland Family Visitation Center in accordance with a plan developed under Safe Havens planning and implementation grants 2003-CW-BX-0026 and 2005-CW-AX-0013 from the Office on Violence Against Women;~~

WHEREAS, the Department of Justice encouraged all applicants for the Safe Havens grant to enter into a collaborative working relationship with state or local courts and a non-profit, non-governmental entity in the local community;

WHEREAS, the Community Based Consulting Committee feels very strongly that the visitation center is urgently needed in our community to meet the needs of victims of domestic violence, child abuse, sexual assault and stalking;

WHEREAS, the Heartland Family Visitation Center has incorporated as a 501(c)(3) non-profit entity and has established a governing Board of Directors;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

V. Roles and Responsibilities

City of Grand Island, Hall County, Nebraska will

- Act as the fiscal agent for the cooperative agreement;
- Ensure compliance with reporting requirements of OVW;
- Support the collaborative efforts of the project by providing a conference room for monthly partner meetings; and
- Designate staff members from appropriate departments (i.e. the Police Department and Community Development Division) to participate on the Community Consulting Committee.

The Crisis Center, Inc., the local *Community Domestic Violence Agency*, will

- Collaborate with Director and staff of the Heartland Family Visitation Center to update and coordinate training curriculum to be utilized by both organizations in training of staff and volunteers to raise awareness about domestic violence and supervised visitation and safe exchange;
- Work with Heartland Family Visitation Center staff to develop policy and protocols related to staff attendance at court hearings and initial contacts of potential clients for the benefit of both organizations;
- Refer all domestic violence victims with children in need of supervised visitation or exchange services to Heartland Family Visitation Center. The Crisis Center staff agrees to provide relevant case information to the staff of the supervised visitation and safe exchange center with the consent of the client, and to follow-up on the outcome of referrals;
- Work with Visitation Center staff to promote training/education of local law enforcement agencies and court representatives regarding domestic violence issues and supervised visitation; and
- Appoint a domestic violence advocate and/or other direct service provider to participate in the monthly meetings of the Community Consulting Committee.

The Heartland Family Visitation Center will

- Dedicate a minimum of 4 staff members and volunteers to providing supervised visitation services to families impacted by domestic violence, child abuse, sexual assault, and stalking;
- Support growth of the collaborative effort and supervise all Visitation Center activities;
- Submit program evaluation information to the fiscal agent as required by OVW;

- Submit financial documentation for accounting as needed;
- Maintain confidentiality about individuals and families using Visitation Center Services;
- Provide facilities (e.g. rooms, enclosed playground, etc.) for the program service objectives;
- Collaborate with Director and staff of The Crisis Center, Inc. to update and coordinate training curriculum to be utilized by both organizations in training of staff pertaining to issues of domestic violence and supervised visitation and safe exchange; and
- Work with Crisis Center staff to monitor policy and protocols related to staff attendance at court hearings and initial contacts of potential clients for the benefit of both organizations.

Hall County Court, Local Court System, will

- Participate in the monthly meetings of the collaborative partners as are currently taking place via a representative from the Hall County Attorney's Office that will act as a liaison/representative for both the Hall County Courts and the Hall County Attorney's Office;
- Submit referrals and relevant case information to the staff of The Heartland Family Visitation Center, and follow-up on the outcome of the referrals;
- Provide training for community collaboration partners on the legal system and its role in working with victims of domestic violence, child abuse, sexual assault, and stalking; and
- Participate in training opportunities made available through the collaborative partnership pertaining to all issues surrounding supervised visitation and safe exchange services and family violence.

VI. Time Line.

The roles and responsibilities described above are contingent on the City of Grand Island, Hall County, Nebraska receiving the funds requested for this project in the OVW grant application. The beginning and ending dates of this collaborative effort would coincide with the grant period, anticipated to be September 1, 2008 to August 30, 2013. Any previously approved MOU will become null and void as of the effective date of this document.

VII. ~~This document shall be binding upon all the successors and assigns of the parties hereto.~~

Nothing in this MOU is intended to create a legal partnership, joint venture, or agency relationship between the parties.

VIII. The City of Grand Island reserves the right to withdraw from participation in this agreement at any time during the grant period.

IX. Future Amendments.

Occasionally the undersigned may jointly desire to amend the terms of this Memorandum of Understanding for any future agreement. Such consent shall not be unreasonably withheld but must be acknowledged in writing by all original parties to this Memorandum of Understanding before going into effect.

APPROVAL

We, the undersigned have read and agree with this MOU. Further, we have reviewed the portion of the proposed project budget pertaining to the collaborative effort described here, and approve it.

By _____
Cody Van Winkle, Director
Heartland Family Visitation Center

Date _____

By _____
Philip Martin
Hall County Court Judge

Date _____

By _____
Shellie Pointer, Executive Director
The Crisis Center, Inc.

Date _____

By _____
Margaret Hornady, Mayor
City of Grand Island

Date _____

ATTEST:

RaNae Edwards, City Clerk

RESOLUTION 2008-56

WHEREAS, the Office on Violence Against Women offers grant funding for Safe Havens Supervised Visitation and Exchange Programs that enable communities to provide supervised visitation and safe exchange of children, by and between parents, for families with a history of domestic violence, child abuse, sexual assault, or stalking; and

WHEREAS, grant funding for such program is available to local governments that propose to enter into a collaborative working relationship with state and local courts and a nonprofit, nongovernmental entity in the local community that provides local shelters and programs for domestic violence and sexual assault victims; and

WHEREAS, grant funding received to date has allowed a downtown location to be secured and has enabled the Heartland Family Visitation Center to open a supervised visitation and exchange center to provide safe exchanges and monitored visits for families with a history of domestic violence, child abuse, sexual assault, or stalking; and

WHEREAS, additional funding is now being sought to assist in the costs associated with operating such facility; and

WHEREAS, a Memorandum of Understanding between the City, the Heartland Family Visitation Center, The Crisis Center, Inc., and the Hall County Court System is required to set out the responsibilities of each party with respect to supporting the Visitation Center and helping to meet grant goals and objectives; and

WHEREAS, the City Attorney has reviewed and approved such Memorandum of Understanding.

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

1. The City of Grand Island is hereby authorized to submit a grant application and related documentation to request funding from the Office of Justice Programs through the OJP Grants Management System for the Safe Havens Supervised Visitation and Safe Exchange Grant Program, Office on Violence Against Women.

2. The Memorandum of Understanding between the parties identified above is hereby approved for the use of Safe Havens grant funds to implement and operate a supervised visitation and safe exchange center as outlined in the document.

3. That the Mayor is hereby authorized and directed to execute the grant application and the Memorandum of Understanding on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G4

#2008-57 - Approving Bid Award - Spent Activated Carbon and Fly Ash Waste Conveying, Storage and Conditioning System - Platte Generating Station

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

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

Meeting: February 26, 2008

Subject: Spent Activated Carbon and Fly Ash Waste Conveying,
Storage and Conditioning System

Item #'s: G-4

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

Background

The mercury control system planned for the Platte Generating Station will inject a carbon powder into the boiler exhaust gas, which combines with mercury in the gas stream. The carbon, holding the mercury, is then collected in a large fabric filter, or baghouse. The collected carbon can then be conveyed and mixed with other boiler ash products and disposed of in a conventional manner. The Council previously approved a contract for the baghouse and carbon injection system. The next step was to procure the system for conveying the carbon and residual fly ash collected in the baghouse to a storage silo where it can be mixed with water to control dusting, and loaded into trucks for transfer to the plant's on-site ash storage area. Black & Veatch, the consulting engineer for the project, prepared bid specifications for the Spent Activated Carbon and Fly Ash Waste Conveying, Storage and Conditioning System.

Discussion

The specifications for the Spent Activated Carbon and Fly Ash Waste Conveying, Storage and Conditioning System were advertised and issued for bid in accordance with the City Purchasing Code. Responses were received from the following bidders. The engineer's estimate for this project was \$1,150,000.00.

<u>Bidder</u>	<u>Bid Price</u>
Clyde Bergemann Delta Ducon, Malvern, PA	\$ 583,000.00
United Conveyor Corporation, Waukegan, IL	\$ 954,172.50

Both bidders took exception to supplying a batch type unloading system and offered continuous mixing systems. The bid from Clyde Bergemann Delta Ducon does not

include sales tax, but is otherwise in compliance with specifications and less than the engineer's estimate. The sales tax added to the Clyde Bergemann Delta Ducon bid results in a total contract amount of \$623,810.00.

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

The complete contract is available in the offices of the Utilities Department, Legal Department and City Clerk. Black & Veatch recommends that the bid from Clyde Bergemann Delta Ducon be accepted as the lowest compliant bid. The Utilities Department concurs in that recommendation.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Spent Activated Carbon and Fly Ash Waste Conveying, Storage and Conditioning System to Clyde Bergemann Delta Ducon from Malvern, Pennsylvania, as the low responsive bidder, with a contract price of \$623,810.00, which includes sales tax.

Sample Motion

Move to approve award of the contract to Clyde Bergemann Delta Ducon for the Spent Activated Carbon and Fly Ash Waste Conveying, Storage and Conditioning System in the amount of \$623,810.00.



City of Grand Island
CGI Hg Control Engineering Services

B&V Project 145805
B&V File 61.0404
February 15, 2008

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

Subject: Spent Activated Carbon and Fly Ash
Waste Conveying, Storage and
Conditioning System
Bid Evaluation

Attention: Tim Luchsinger
Assistant Utility Director

Dear Tim:

Black & Veatch (BV) has evaluated the Spent Activated Carbon (SAC) and Fly Ash (FA) Waste Conveying, Storage and Conditioning System equipment bids submitted per Specification 145805.61.0404. A summary of our evaluation is attached. It is Black & Veatch's opinion that the Bid from Clyde Bergemann - Delta Ducon (CBDD) is the best and lowest bid. The evaluation price for the equipment and services proposed by CBDD is \$623,810.00 which is lower than the Engineer's estimate of \$1,150,000.00.

Introduction. Specification 145805.61.0404, for engineering and furnishing the SAC/FA Waste, Conveying, Storage and Conditioning System equipment at Platte Generating Station, was issued to the following bidders on November 21, 2007.

- Chicago Conveyor Corporation (proposed by United Conveyor Corporation Division)
- Clyde Bergemann Delta Ducon
- FL Smidth
- MAC Equipment
- Nol-Tec Systems, Inc.

United Conveyor Corporation (UCC) and Clyde Bergeman - Delta Ducon (CBDD), indicated their intention to bid and successfully pre-qualified to submit a proposal. FL Smidth, Mac Equipment, and Nol-Tec Systems declined to bid due to their existing workload. A pre-bid meeting was held at Platte Generating Station on December 6, 2007. Bids were received from each of the qualified bidders on January 22, 2008.

Technical. Black & Veatch evaluated the bids on a cost basis. Each bid contained technical clarifications and exceptions. Each vendor's exceptions and clarifications were reviewed, negotiated and a reasonable and acceptable resolution was agreed upon.

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

The new conveying system is designed to remove SAC/FA from eight new fabric filter hoppers and pneumatically convey the material to a new storage silo located on an elevated load-out structure over an existing road just north of the dewatering building. A conditioning machine is provided at the discharge of the silo to wet the waste material with water to a damp earth consistency so it can be discharged into a dump truck without dust for disposal at the on-site landfill.

Lessons learned at the U.S. Department of Energy (DOE) / WE Energies Hg Control demonstration project at Presque Isle Power Plant in Marquette, MI were applied to the design of the Platte Generating Station SAC/FA Waste Handling System. A summary of significant technical evaluation factors follows.

1. Removal of Accumulated SAC/FA from the Fabric Filter Hoppers

A pneumatic vacuum conveying system was selected over a pressure system because vacuum will pull the SAC/FA out of the fabric filter hoppers rather than relying on gravity alone as a pressure system would. Also, a vacuum system is inherently dust free since all piping is under vacuum. The fabric filter hoppers were equipped with 12" diameter openings, stainless steel liners and impacting vibrators to enhance removal of material from the hoppers and into the conveying system.

Both bidders specified similar equipment and layouts under the hoppers, including a swing disk type ash feed valve under each hopper and vacuum relief valves at the end of each hopper row. UCC ash feed valves have hardened bodies while CBDD valves bodies are stainless steel.

2. Conveying System Configuration

Since the Hg control system produces about 100 lb/hr of waste material a batch type vacuum system was specified. The system can empty the fabric filter hoppers and fill trucks but not at the same time. This approach eliminates a separate vacuum separator and storage silo by combining them into one unit which means less equipment to install and maintain.

Both bidders proposed vacuum separators with top loading filter bags. They are similar in every way except the filter configuration. CBDD proposed (48) 58" bags while UCC proposed (41) 72" bags. Longer bags do not clean as efficiently near the bottom but typically this is not seen until the bags are over 96" long. Both filters were under the required 2:1 air to cloth ratio. CBDD's pulse jet cleaning system uses 10.3 scfm of compressed air while UCC uses 28 scfm. The consumption difference may be due to different settings on the pulse jet cleaning system timers. All are minor differences and not an evaluation factors.

CBDD and UCC did use slightly different approaches to vacuum conveying. UCC uses a high velocity (~ 7200 ft. per minute - fpm) and low vacuum (10.5 in.Hg.) approach. Their standard Roots 412 exhaustor has a 15 in.Hg. maximum vacuum rating and a 25 hp drive. CBDD uses a lower velocity, higher vacuum approach (~ 6500 fpm and 14 in.Hg.). Their exhaustor is a Roots 412 DVJ with a 40 hp drive which has a 21 in.Hg. vacuum capacity. CBDD has higher power consumption (28.3 brake hp versus 20.3 brake hp for UCC) but UCC will have a higher wear rate on the conveying line. They compensated for this by including hardened NUVALOY conveying line pipe in their scope of supply. CBDD's approach has a slower line velocity and uses standard schedule conveying pipe. All conveying line elbows, laterals and other fittings from both bidders are hardened. UCC Durite fittings are 350 BHn while CBDD fittings are Nihard 400 to 450 BHn.

Option pricing was provided to remove the fluidizing blowers and heaters. We recommend accepting this option after award and use the existing fly ash silo fluidizing blowers to fluidize the vacuum separator discharge.

3. SAC/FA Storage

The vacuum separator is located next to the dewatering bin and will take advantage of the existing road and the dewatering building for pipe support and access. Utilities from the dewatering building will be used to supply water and compressed air to the vacuum separator and conditioner.

Both bidders provided 420 cu.ft. storage capacity in the vacuum separator which represents a 5 day capacity at a maximum production rate of 100 lbs per hour. Both have stainless steel hoppers, stone or fabric fluidizers and impacting vibrators to aid in material flow out of storage. UCC provides an additional 6 hopper wall fluidizers that CBDD does not provide, however, CBDD is providing mounting nozzles in the hopper for future bolt-in installation, if required. UCC indicated that they will build the vacuum separator in house. CBDD will subcontract the fabrication of their unit. This is an intangible advantage for UCC based on reputation.

4. SAC/FA Conditioning Equipment

An ash conditioner is provided to eliminate dust at the discharge of the vacuum separator by wetting the SAC/FA prior to discharging it to the dump truck. In lieu of the specified requirement to provide a batching type mixer, both bidders proposed their standard continuous mixer. UCC provided an option price to meet the specification in their proposal. CBDD did not provide an option price in the proposal, but has subsequently provided pricing for a batching mixer.

The type of mixer could be important due to lessons learned at Presque Isle. Activated carbon is very fine and difficult to wet. A pin paddle, continuous mixer was implemented and the plant experienced severe dusting problems. Many modifications were necessary to obtain satisfactory operation. A rotary feeder with variable frequency drive, fogging water nozzles and a VFD on the main conditioner drive have all been added to the mixer. Operation has improved considerably with only slight dusting at the beginning of the cycle. As long as arrangements of the design proposed are similar to the final system at Presque Isle, the continuous mixer may be satisfactory.

Another way to accommodate the dusting problems is to implement a batch mixer, which has a different principal of operation. The concept is to load a weighed amount of ash and a measured amount of water into a tank, mix it for a set time and discharge it. A rotary feeder is not required to regulate SAC/FA feed out of the vacuum separator since a fixed weight is loaded into the machine. This is a controlled approach to conditioning rather than the on-the-fly water / SAC/FA adjustments on the continuous system. Recipes can be programmed in to vary the quantity of water added if the SAC and FA ratio varies. There are many units installed on PRB coal ash (non SAC) systems including OPPD's Nebraska City Station and North Omaha Station. They have indicated good experience in 7 years of operation. Southern Company is testing a conditioner on coal char, a similar material with good results.

Since we will not be able to determine the effectiveness of the bidder's solution until some details on the design are finalized, we recommend basing the award on continuous mixing as proposed. Further analysis will be necessary immediately after project kickoff to determine if a change to batch mixing is justified. The cost adder for CBDD to make this change will be approximately \$160,000.00.

5. Auxiliary Power Consumption

At 40 hp, CBDD's exhaustor motor is the largest power consumer compared to UCC's exhaustor motor at 25 hp. Due to the relatively low power requirements of either system; power consumption is not a differentiating factor in the bid evaluation.

City of Grand Island
CGI Hg Control Engineering Services

B&V Project 145805
February 15, 2008

6. Compressed Air and Water Requirements

Compressed air for the SAC/FA is not included in the Bidder's scope of supply. For equipment located at the fabric filter compressed air will be supplied by the new compressors provided with the fabric filter. The compressor has been sized accordingly. The equipment at the dewatering bin area will be supplied by the existing plant compressed air system. Water for the conditioner will be supplied by existing sources in the dewatering building. Compressed air usage rates for filter cleaning (the largest user in both systems) are discussed in Item 2.

7. Control System Design

Both bidders supplied a single Allen Bradley SLC 505 PLC control system which is common throughout the plant. The system will communicate with the existing plant DCS system. No automatic redundancy or "hot transfer" is provided or required. An Allen Bradley Panel View display is provided with both bids.

8. Construction Evaluation Costs

There are no known differential installation costs between UCC and CBDD.

Conclusion. Black & Veatch recommends that the City of Grand Island award the SAC/FA Waste Handling System Equipment to Clyde Bergemann Delta Ducon for \$623,810.00, which includes sales tax, as the lowest and best bid for the City of Grand Island.

Very truly yours,

BLACK & VEATCH


Curt Brown
Project Manager

ER/jo
Attachment[s]

cc: Emily Wise
Lynn Mayhew
Roosevelt Huggins
Erv Reed
Mark Aron
Emily Ray
Anand, Mahabaleshwarkar

Project

CGI PGS Hg Removal

Specification Name

Spent Activated Carbon and Fly Ash Waste Conveying, Storage and Conditioning System

Specification Number

61.0404

Date

15-Feb-08

Revision No.

0

Budget =

\$1,150,000

Prepared By

Mark Aron

Bid Analysis

Technical
Emily Ray
Commercial

Planned Award Date

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

INTRODUCTION/SCOPE OF WORK- To provide the Spent Activated Carbon and Fly Ash Waste Conveying, Storage and Conditioning System for the Platte Generating Station for the City of Grand Island

TABLE 1: BID ANALYSIS SUMMARY

	UCC	Clyde			Comments
a. BASE BID PRICE (From Table 2)	\$891,750.00	\$583,000.00			
COST ADJUSTMENTS					
b. Technical Cost Adjustment (From Table 3)	\$0.00	\$0.00			
c. Commercial Cost Adjustment (From Table 4)	\$62,422.50	\$40,810.00			
EXPECTED/FINAL CONTRACT PRICE (a+b+c)	\$954,172.50	\$623,810.00			
Expected/Final Contract Price vs. Budget (Positive Number Indicates Over Budget)	-\$195,827.50	-\$526,190.00			
Percentage Expected/Final Contract Price vs. Budget	-17%	-46%			
Expected/Final Contract Price Cost Difference (Expected/Final Price/Low Expected/Final Price)	\$330,362.50	BASE			
Percentage Difference vs. Expected/Final Contract Base (Expected/Final Price/Low Expected/Final Price)	153%	BASE			
EVALUATING FACTORS					
d. Technical Evaluation (From Table 3)	\$0.00	\$0.00			
e. Construction Evaluation (From Table 3)	\$0.00	\$0.00			
f. Quality Assurance Evaluation (From Table 3)	\$0.00	\$0.00			
g. Commercial Evaluation (From Table 4)	\$0.00	\$0.00			
EVALUATED FACTORS SUBTOTAL (d+e+f+g)	\$0.00	\$0.00			
TOTAL EVALUATED COST(a+b+c+d+e+f+g)	\$954,172.50	\$623,810.00			
Evaluated Cost Difference (Evaluated Cost - Low Evaluated Cost)	\$330,362.50	BASE			
Percentage Difference vs. Evaluated Base (Evaluated Cost/Low Evaluated Cost)	153%	BASE			

Conclusions/Recommendation:	
Budget:	\$ 1,150,000.00
Awarded Cost:	\$623,810.00
Forecast Adjustments:	\$ -
Final Cost at Completion:	\$ 623,810.00
(Over)/Under Budget:	\$ 526,190.00

Final Bid Analysis Approvals:

Procurement	Emily Ray - Project Procurement Lead
Engineering	Mark Aron - Responsible Engineer
Project Mgmt.	Anand Mahabaleshwarkar - Engineering Manager
	Curt Brown- Project Manager

Project

CGI PGS Hg Removal
Spent Activated Carbon and
Fly Ash Waste Conveying,
Storage and Conditioning
System

Specification Name
61.0404
Date
15-Feb-08
Revision No.
0
Budget = \$1,150,000

Prepared By

Mark Aron

Technical
Emily Ray
Commercial

Bid Analysis

TABLE 2: PRICE BREAKDOWN

Bidders:	UCC	Clyde	Comments
Base Bid Price	\$ 891,750.00	\$ 583,000.00	
Price Breakdown:			
14581 - Spent Activated Carbon and Fly Ash Waste Conveying, Storage and Conditioning System:			
Positive Displacement Exhauster Blower Packages	\$ 27,800.00	\$ 39,000.00	
Automatic Intake Hopper Valves	N/A See Exceptions	\$ 12,500.00	
Conditioning System	\$ 14,700.00	\$ 50,000.00	
Filter Separator	\$ 74,820.00	\$ 92,000.00	
Fabric Filter Fluidizing Equipment	\$ 105,840.00	\$ 64,500.00	
Filter Separator Fluidizing Equipment	N/A See Exceptions	\$ 12,500.00	
Structural Steel	Included	\$ 18,000.00	
Piping and Valves	\$ 170,520.00	\$ 92,300.00	
Electrical Equipment	\$ 45,080.00	\$ 16,000.00	
Instrumentation and Controls	Included	Included	
Engineering Services	\$ 107,320.00	\$ 92,000.00	
Start-up and Commissioning Spare Parts	\$ 232,480.00	\$ 14,200.00	
100% Performance and Payment Bonds or Letter of Credit	Included	Not Required	
Technical Field Services (30 Days and 4 Roundtrips)	\$ 6,000.00	\$ 18,000.00	
Transportation, ODP/CP Jobsite	\$ 63,070.00	\$ 39,400.00	
Instruction Manuals	\$ 22,000.00	\$ 12,000.00	
Training (8 Days and 2 Roundtrips)	Included	\$ 600.00	
Taxes (7.0%)	\$ 22,120.00	\$ 12,000.00	
Base Bid Price (Should Equal Base Bid Price Above)	\$ 891,750.00	\$ 583,000.00	
Options Pricing (Not Included in Evaluated Price)			
Adder A: To include a batch style mixer (DustMASTER or equal) in lieu of UCC Model 2560 continuous Pin Mixer/Unloader	\$ 119,850.00	\$ 159,400	
Adder B: The design of all pipe supports is included in the base however, the specification only requires UCC to supply the pipe supports for that pipe which UCC is furnishing (branchline only). The following price adder is to include the complete supply of all Pipe supports within 3'.	\$ 51,350.00	N/A	
UCC has assumed for bidding purposes that all proposed mechanical exhausters will be located within the building and therefore have not been included in the base price of the proposal. UCC's preliminary design shows that the exhausters will be located at approximately 87 dba. The price adder to include two mechanical exhausters enclosures to UCC's scope of supply.		N/A	
Supplier Alternatives (Not Included in Evaluated Price)			
Provide Redundant PLC configuration (equipment not used)	N/A	N/A	
Deduction to replace telescoping spout assembly with plain pipe chute	Not proposed	N/A	
Deduction for fabric filter portion of fluidizing system	Not proposed	(\$9,420)	
Price to include automatic batch style mixer (DustMASTER or equal) in lieu of Supplier's continuous Pin Mixer/Unloader	Not proposed	(\$15,520)	
Increase height of vacuum separator clean air plenum by 12"	\$ 119,850.00	\$ 159,400.00	
Size 40 vs. Size 80 motor change 40 HP to 80 HP	N/A	\$ 920.00	
PPS Ryton filter bags	Not proposed	\$ 650.00	
Pipe Support Design within 6 ft. of existing structural support steel	Not proposed	\$ 980.00	
Conditioner Wash Down System	Not proposed	\$ 8,500.00	
Conditioner Truck Local Panel	Not proposed	\$ 42,700.00	
		\$ 8,200.00	

Project

CGI PGS Hg Removal

Spent Activated
Carbon and Fly Ash
Waste Conveying,
Storage and
Conditioning System
Specification Name
61.0404
Date 15-Feb-08
Revision No. 0
Budget = \$1,150,000

Bid Analysis

TABLE 3: TECHNICAL EVALUATION					
Description	UCC	Clyde			Comments
Technical Cost Adjustments to Base Bid					
1. None					
Subtotal Technical Cost Adjustments (Subtotal Forwarded to Table 1)	\$0	\$0			
Technical Evaluation Factors (If Applicable)					
1. Differential Balance of Plant Costs:					
a. Motor Starters	None Included	None			
b. Conveying Line Pipe		None			
2. Differential Operating & Maintenance Costs (If O&M is Evaluation Factor):					
a. Plant instrument air required to operate storage bin fluidizer	Yes	No			
b. Plant fluidizing blowers and heaters required to operate storage bin fluidizer	No	Yes			
3. Other Technical Evaluation Factors:					
a. HMI Type	Allen Bradley Panel View	Allen Bradley Panel View			
b. Supply CO detectors	None	None			
c. Junction box interconnection drawings	Not proposed	Not proposed			
Subtotal Technical Evaluation Factors (Subtotal Forwarded to Table 1)	\$0	\$0			
Construction Evaluation Factors (If Applicable)					
1. None					
Subtotal Constructability Factors (Subtotals Forwarded to Table 1)	\$0	\$0			
Quality Assurance Evaluation Factors (If Applicable)					
1. None					
Subtotal Quality Factors (Subtotals Forwarded to Table 1)	\$0	\$0			

Project

CGI PGS Hg Removal
Spent Activated
Carbon and Fly Ash
Waste Conveying,
Storage and
Conditioning System
Specification Number
61.0404
Date
15-Feb-08
Revision No.
0
Budget =
\$1,150,000

Specification Name

Conditioning System

Specification Number 61.0404

Date 15-Feb-08

Revision No. 0

Budget = \$1,150,000

Bid Analysis

TABLE 4: COMMERCIAL EVALUATION

Description	UCC	Clyde	COMMENTS
Commercial Cost Adjustments to Base Bid			
1. Sales Tax at 7.0%	\$ 62,422.50	\$ 40,810.00	
Subtotal Commercial Cost Adjustments (Subtotal Forwarded to Table 1)	\$ 62,422.50	\$ 40,810.00	
Commercial Evaluation Factors			
1. Currency Risk	N/A	N/A	
2. Projected Shop Inspection & Expediting Cost	N/A	N/A	
3. Projected Escalation Cost	N/A	N/A	
4. Cost of Money for Supplier Payment Terms (From Table 8)	N/A	N/A	
5. Tax and Duty Cost. (If Not Included in Bidder's Base Price)	N/A	N/A	
Subtotal Commercial Evaluation Factors (Subtotal Forwarded to Table 1)			
Training			
Number of Days/Trips Included in Bidder's Quotation	8/2	8/2	
Unit Adjusting Prices:			
Per Diem Rate (Monday through Friday up to 10 hours)	Not Provided	Not Provided	
Per Diem Rate (Saturday up to 10 hours)			
Per Diem Rate (Sunday / Holiday up to 10 hours)			
Adjustment Rate (Monday through Friday up to 10 hours)			
Adjustment Rate (Saturday up to 10 hours)			
Adjustment Rate (Sunday / Holiday up to 10 hours)			
Round Trip Rate			
Technical Field Service Rates			
Number of Days/Trips Included in Bidder's Quotation	30/4	30/4	
Unit Adjusting Prices:			
Per Diem Rate (Monday through Friday up to 10 hours)	Not Provided	Not Provided	
Per Diem Rate (Saturday up to 10 hours)			
Per Diem Rate (Sunday / Holiday up to 10 hours)			
Adjustment Rate (Monday through Friday up to 10 hours)			
Adjustment Rate (Saturday up to 10 hours)			
Adjustment Rate (Sunday / Holiday up to 10 hours)			
Round Trip Rate			

Project

CGI PGS Hg Removal
Spent Activated Carbon and
Fly Ash Waste Conveying,
Storage and Conditioning
System
61.0404
15-Feb-08
0
\$1,150,000

Specification Name

Specification Number

Date

Revision No.

Budget =

Bid Analysis

TABLE 5: COMMERCIAL INFORMATION

Supplier (Full Name)	UCC	Clyde	
Supplier's Main Contact Person	United Conveyor Corporation	Clyde Bergemann Delta Ducon	
Phone	Jeff Smith	Craig Fleming	
Fax	913-642-6060	610-695-9700	
E-mail	913-642-1040	610-695-9724	
Location (City, State, Country)	Jeffsmith@hstecorp.com	cfl Fleming@delta-ducon.com	
Bidder's Quotation Number	Waukegan, IL, USA	Malvern, PA, USA	
Bidder's Quotation Date	Q07259	07-01-098S	
Date(s) of Other Correspondence From Bidder	22-Jan-08	22-Jan-08	
Bidder Acknowledges All RFQ Addenda	N/A	N/A	
Bidder's Proposal Validity	Yes	Yes	
Taxes/Duties	90 days	90 days	
Taxes/Duties Included in Base Bid (Yes/No/NA)			
(If No, refer to Table 4)			
Firm Base Pricing (Yes/No) (If No, refer to Table 4 - Escalation)	No	No	
Firm Unit Adjustment Pricing Through Warranty Period (Yes/No)	Yes	Yes	
Option Pricing Validity	No	No	
Commercial/Technical Compliance (Yes/No)	Not Stated	Not Stated	
If No, All Exceptions Defined in Bid (Yes/No)	No	No	
Transportation/Logistics	Yes	Yes	
Special Storage Requirements (Yes/No)	Yes	Yes	
If Yes, Requirements Described in Bid (Yes/No)	Yes	Yes	
Place(s) of Manufacture			
Country of Origin	USA	Varies	
Bidder's Own Facility	Yes	Yes	
Facilities of Others	IL, IN	Yes	
Ex Works Delivery Location (City, State/Province, Country, and Postal Code)			
Number of Shipments	Waukegan, IL, USA	Malvern, PA, USA	
Total Number of Pieces Per Shipment	TBD	TBD	
Total Weight and Volume Per Shipment	TBD	TBD	
Total Weight and Volume of Largest Single Component	TBD	TBD	
Harmonize Tariff Code (International Shipment)	12,500 lb/ 620 cu ft	TBD	
At Risk Shipment (Yes/No or N/A)	N/A	N/A	
Subcontracting Proposed (Yes/No)	No	No	
If Yes, Subcontractor List Provided in Bid (Yes/No)	No	No	
Schedule Information			
Bidder Agrees With Schedule Dates in RFQ Documents (Yes/No)	Yes	Yes	
Warranty Period			
Warranty Cost Included in Base Bid (Yes/No/NA)			
(If No, refer to Table 4)	No	No	

CGI PGS Hg Removal
Spent Activated
Carbon and Fly Ash
Waste Conveying,
Storage and
Conditioning System
61.0404
15-Feb-08
0
\$1,150,000

Specification Name
Specification Number
Date
Revision No.
Budget =

0
\$1,150,000

TABLE 6: UNIT PRICE COMPARISON

[illegible]

Project

CGI PGS Hg Removal
Spent Activated Carbon and Fly Ash
Waste Conveying, Storage and
Conditioning System

Specification Name
Specification Number

Date

Revision No.

Budget =

61.0404

15-Feb-08

0

\$1,150,000

Bid Analysis

TABLE 7: TECHNICAL COMPARISON

Specification Requirements	UCC	Clyde Bergemann
Filter Separator Storage Bin		
Bulk density used for capacity calculation, lbs/ft ³	32	32
Storage volume, ft ³ net	420	420
Hopper cone angle, degrees	65 minimum	60
Materials of construction	Mild Steel	A36
Materials of construction, hopper	Stainless Steel	304SS
Filler		
Air-to-cloth ratio	< 2 TO 1	1.43:1
Bag removal direction	TOP	TOP
Number of bags per filter	41	48
Bag shape (round, oval, etc.)	ROUND	ROUND
Size (diameter x length), in.	5-58 in X 72 in	6 in X 58 in
Filter cloth material	PTFE Polyester	Nomex felt with PTFE MEMBRANE
Bag material weight, oz/yd ²	14	14 TO 18
Bag material of construction	Stainless Steel	GALVANIZED
Cage wire gage	14	11
Compressed air usage	28 scfm	10.3 scfm
Compressed air pressure	80-100 psig	100 psig
Access ladder, platform (Y/N)	YES	YES
Weight		
Empty, lb	LATER	8000
Full, lb	LATER	50000
Mechanical Exhauster Blowers (2 x 100%)		
Manufacturer	ROOTS, GARDNER-DENVER OR EQUAL	ROOTS
Type	Rotary Lobe	PD Rotary Lobe
Model no.	412 Ram (if Roots)	412 RAM DVJ
Capacity at the design material transfer rate, scfm	623	260
Vacuum at design conditions, in.Hg.	10.5	14
Operating power at design conditions, bhp	20.3	28.3
Sound enclosure (Y/N)	Yes	N
Sound enclosure manufacturer	Roots or Equal	NA
Inlet filter manufacturer and model number	None	Universal or equal
Drive (Belt or Direct)	Belt	Belt
Drive service factor	Later	
Expansion Joints (Y/N)	Yes	YES
Mechanical Exhauster Blower Motors		
Manufacturer	Siemens or Equal	TECO
Type	TEFC	AEHH00
Model no.	Later	HH0404
Enclosure Type	Mill & Chemical	TEFC

TABLE 7: TECHNICAL COMPARISON		
Specification Requirements	UCC	Clyde Bergemann
Frame Size	284T	324T
Horsepower, bhp	25	40
Service factor	1.15	1.15
Voltage, V	230/460	460
Phase	3	3
Motor bearing type	Ball	Roller
Motor efficiency at nameplate, %	Later	92
Bearing lubrication system	Grease	
Space heater rating (watts / voltage / phase)	Not included	240/120/1/60
Pressure Fluidizing Blowers (2 x 100%)		
Manufacturer	Not included	ROOTS or equal
Type	Please refer to the Technical	PD Rotary Lobe
Model no.	Clarifying Comments and Exceptions	42 URAI
Capacity at the design material transfer rate, scfm	included in Section 2	5
Pressure psig	NO	3.3
Operating power at design conditions, bhp	of this proposal	NA
Sound enclosure (Y/N)	" "	Universal or equal
Sound enclosure manufacturer	" "	Belt
Inlet filter manufacturer and model number	" "	YES
Drive (Belt or Direct)	" "	
Drive service factor	" "	
Expansion Joints (Y/N)	" "	
Pressure Fluidizing Blower Motors		
Manufacturer	Not included -	TECO
Type	Please refer to the Technical	AEHH00
Model no.	Clarifying Comments and Exceptions	AEHH00
Enclosure Type	included in Section 2	TEFC
Frame Size	of this proposal	215T
Horsepower, bhp	" "	7.5
Service factor	" "	1.15
Voltage, V	" "	460
Phase	" "	3
Motor bearing type	" "	Roller
Motor efficiency at nameplate, %	" "	92
Bearing lubrication system	" "	
Space heater rating (watts / voltage / phase)	Not Required, all Motors < 30 HP	NA
Fabric Filter Hopper Fluidizers		
Type	Not included -	Porous Stone
Number of internal silo fluidizers furnished	Please refer to the Technical	16
Fluidizing membrane material	Clarifying Comments and Exceptions included in Section 2 of this proposal	Porous Stone
Fluidizing Area (per fluidizer), ft ²	" "	1.5
Fluidizer Overall Dimensions (LxWxThickness), in	" "	36X6X4
Volumetric Flow rate (per fluidizer), cfm	" "	NF
Filter Separator Bin Fluidizers		
Type	Wall Aerator (s) / Base Tray(s)	Porous Stone
Number of internal silo fluidizers furnished	6 / 2	2
Fluidizing membrane material	Cloth or Stone	Porous Stone
Fluidizing Area (per fluidizer), ft ²	Later	1.5
Fluidizer Overall Dimensions (LxWxThickness), in	Later	36X6X4
Volumetric Flow rate (per fluidizer), cfm	1.5 / 5.0	3 CFM / SQ FT

TABLE 7: TECHNICAL COMPARISON		
Specification Requirements	UCC	Clyde Bergemann
Spent Activated Carbon and Fly Ash Conveying Piping (supplied by Purchaser)		
Pipe		
Type	Nuvaloy® / Sch 40 CS	SCH 40
Inside diameter, in.	4.04 / 4.03	
Wall thickness, in.	0.96 / 0.46	
Elbow center line radius, in.	24	
Materials of construction		
Straight sections	Nuvaloy® (min 280 bhn) / Sch 40 CS	
Elbow	Durite (min 350 bhn)	Nihard 400 to 450 Bhn
Total length of pipe furnished, in.	140'N (by UCC) / 375'CS (by others)	NF
Weight per unit length, lb/ft	21.3 / 10.8	
SAC/FA transport velocity, fpm	4200 minimum	3300
Fittings		
Type of connections for fittings	Clamping ring or flange	Compression
Type of connections for straight sections	Clamping ring or flange	Compression
Automatic SAC/FA Intake or pickup valves		
Valve identification description	Swing Disc	HA Type
Valve manufacturer	UCC	CBDD
Type	Air Cylinder Operated	HA Type
Size, in.	4"	12 in X 4 in
Wetted materials	Nuvaloy- Body	SS
Conveying Line Isolation Valves		
Valve identification description	Knife Gate	
Valve manufacturer	UCC	Orbinox or equal
Type	Air Cylinder Operated	KG V - CO
Size, in.	4"	4 in
Wetted materials	Aluminum Body w/SS Blade	SS
Small Bore General Service Valves (Furnished with Equipment)		
Valve identification description	Later	Later
Valve manufacturer	" "	" "
Type	" "	" "
Size, in.	" "	" "
Wetted materials	" "	" "
Large Bore General Service Valves (Furnished with Equipment)		
Valve identification description	Later	Later
Valve manufacturer	" "	" "
Type	" "	" "
Size, in.	" "	" "
Wetted materials	" "	" "
Filter Separator Storage Bin Isolation Valves (Maintenance and Automatic)		
Valve identification description	WET-Rotary Disc/Knifegate/Rotary Vane DRY-Rotary Disc/Butterfly UCC, Orbinox, Bray, or Equal	Orbinox or equal
Valve manufacturer	Manual / Air Cylinder / Automatic	KG V - CO
Type	12 (wet) / 8 (dry)	12 in
Size, in.	Later	SS
Wetted materials		
Instrumentation		
Level Switches		
Location used	Filter/Separator	
Manufacturer	Automation Products	Endress & Hauser

TABLE 7: TECHNICAL COMPARISON		
Specification Requirements	UCC	Clyde Bergemann
Type	Vibrating Probe	
Model no.	CL100JY	
Quantity supplied	1	
Carbon Monoxide Detectors (Fabric filter hoppers)		
Location used		
Manufacturer		
Type	Not Included -	Not Included -
Model no.	Please refer to the Technical	
Quantity supplied	Clarifying Comments and	
Manufacturer	Exceptions included in	
Type	Section 2 of this proposal	
Model no.		
Quantity supplied		
Filter Media Leak Detector		
Manufacturer		
Type	Filter Sense	Babbitt or equal
Model no.	Triboelectric	
Quantity supplied	EM30LGX	FS-10,000
Conditioning Water Flow Meter	1	1
Manufacturer		
Type		NF
Model no.	Later	Later
Quantity supplied	" "	" "
Fluidizing Air Temperature Transmitter	" "	" "
Location used	" "	" "
Manufacturer		
Type	Not Included -	Deleted from Scope of Supply
Model no.	Please refer to the Technical	Chemalex or equal
Quantity supplied	Clarifying Comments and	
Vacuum Transmitter	Exceptions included in	
Location used	Section 2 of this proposal	
Manufacturer		
Type	Conveying Air Supply	Conveying Air Supply
Model no.	Rosemount	Yokogawa
Quantity supplied	Smart	
Differential Pressure Transmitter	1151	
Location used	2	
Manufacturer		
Type	Filter/Separator	LATER
Model no.	United Electric	
Quantity supplied	J6	Dwyer or equal
	95129	
	1	

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 22, 2008 at 11:00 a.m.

FOR: Spent Activated Carbon & Fly Ash Waste Conveying, Storage, & Conditioning System

DEPARTMENT: Utilities

ESTIMATE: \$1,150,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: December 21, 2007

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Clyde Bergemann Delta Ducon</u> Malvern, PA	<u>United Conveyor Corporation</u> Waukegan, IL
Bid Security:	\$29,150.00	Travelers Casualty & Surety Co.
Exceptions:	Noted	Noted
Bid Price:	\$583,000.00	\$954,172.50

cc: Gary Mader, Utilities Director
Tim Luchsinger, Assist. Utilities Director PGS
Pat Gericek, Utilities Admin. Assist.
Wes Nespor, Assist. City Attorney
Jeff Pederson, City Administrator

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

P1216

RESOLUTION 2008-57

WHEREAS, the City of Grand Island invited sealed bids for Spent Activated Carbon & Fly Ash Waste Conveying, Storage and Conditioning System, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 22, 2008, bids were received, opened and reviewed; and

WHEREAS, Clyde Bergemann Delta Ducon of Malvern, Pennsylvania, 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 \$623,810.00; and

WHEREAS, the bid of Clyde Bergemann Delta Ducon is less than the estimate for the Spent Activated Carbon & Fly Ash Waste Conveying, Storage and Conditioning System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Clyde Bergemann Delta Ducon of Malvern, Pennsylvania in the amount of \$623,810.00 for the Spent Activated Carbon & Fly Ash Waste Conveying, Storage and Conditioning System is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G5

**#2008-58 - Approving Bid Award for Twelve (12) 115 kV
Transformer Bushings - 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 26, 2008

Subject: Bid Award – Twelve (12) 115 kV Transformer Bushings

Item #'s: G-5

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

Background

The Grand Island Electric System utilizes distribution substations interconnected with a transmission loop. Each substation contains large distribution transformers to lower the voltage from the transmission level of 115,000 volts (115 kV) to the distribution level of 13,800 volts. These transformers are the most expensive single component within a substation. The older substations contain General Electric transformers manufactured in the late 1960's. In that era, General Electric used transformer bushings referred to as "Type U" in their high voltage equipment. The bushing is an insulated device that sticks above the transformer to receive line or bus bar connections at the appropriate voltage. Over the past forty years, operational experience has revealed a design flaw with this particular type of bushing.

Over time, the oil that fills the bushings causes deterioration of the internal layers of insulation, which can lead to severe failure. The Utilities Department has monitored this potential failure for years and that routine testing shows the progression of the flaw and the need for replacement of bushings in several transformers. Seven transformers within the Grand Island Electric System contain three "Type U" bushings. Five transformers are in need of bushing replacement. Each transformer has three 115 kV bushings. The Department currently has six spares in stock. The spare bushings are of a revised design. The Department would propose that three of the spares can be used for replacements, retaining three for spares.

Discussion

Specifications were prepared for purchase of 12 replacement 115 kV transformer bushings to complete bushing replacement on five transformers. The specifications were

advertised in accordance with City procurement requirements, and were publicly opened at 11:15 a.m. on February 11, 2008. Listed below is a tabulation of the bids received:

Bidder/Manufacturer & Product	Exceptions	Bid Price
Wesco Distribution, Inc. Sioux City, IA ABB 115W0800AA	No	\$68,283.12
PCore Electric LeRoy, NY POC550G0800S w/B-316597-2	No	\$48,984.60

Both bids include applicable sales tax.

Both bids meet specifications and are under the engineer's estimate. Both companies are established transformer bushing manufacturers.

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 Twelve (12) 115 kV Transformer Bushings to PCore Electric of LeRoy, New York in the amount of \$48,984.60.

Sample Motion

Move to approve the purchase of twelve (12) 115 kV transformer bushings from PCore Electric in the amount of \$48,984.60.

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 11, 2008 at 11:15 a.m.

FOR: (12) 115 kV Transformer Bushings

DEPARTMENT: Utilities

ESTIMATE: \$100,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: January 14, 2008

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>PCORE Electric</u> LeRoy, NY	<u>Wesco Distribution</u> Sioux City, IA
Bid Security:	Travelers Casualty	Liberty Mutual Ins. Co.
Exceptions:	None	Noted
Bid Price:	\$45,780.00	\$63,816.00
Sales Tax:	---	<u>4,467.12</u>
Total:	\$45,780.00	\$68,283.12

cc: Gary Mader, Utilities Director
Travis Burdett, Assist. Utilities Director
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Wes Nespor, Assist. City Attorney
Jeff Pederson, City Administrator

P1222

RESOLUTION 2008-58

WHEREAS, the City of Grand Island invited sealed bids for twelve kV Transformer Bushings, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 11, 2008, bids were received, opened and reviewed; and

WHEREAS, PCore Electric of LeRoy, New York, 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 \$48,984.60; and

WHEREAS, the bid of PCore Electric is less than the estimate for twelve kV Transformer Bushings.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of PCore Electric in the amount of \$48,984.60 for twelve kV Transformer Bushings is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G6

**#2008-59 - Approving Bid Award for Transmission Line Work,
Utilities Department - Contract #08-PCC-01**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

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

Meeting: February 26, 2008

Subject: Award of Contract for Transmission Line Work -
Contract #08-PCC-01

Item #'s: G-6

Presenter(s): Gary Mader, Utilities Director

Background

The Electric Department has electric distribution substations connected at various distances along a 115,000 volt transmission loop. The loop generally runs along the outer edge of the urban area, providing power to the substations and providing power supply redundancy by use of the looped configuration. A map of the transmission system is attached for reference. Substations reduce voltage from the 115,000 volt level to 13,800 volts for distribution to individual customers across the City. Substations "E," located north of Swift on the east side of the loop, and "F," located north of Menards on the west side of the loop, are the newest substations. They were placed in initial service in 2001, and completed in 2007.

Power Generation and regional interconnections to NPPD are concentrated on the south side of the transmission system loop. The northern portion of the transmission loop has no interconnections. And while it can sustain a single line segment loss contingency, any additional failure could result in loss of several major substations, resulting in power loss to major portions of the City. With power plant and regional grid interconnections, the southern portion of the transmission loop has more redundancy.

Recognizing that the City is continuing to grow, that future transmission line construction will occur and that reliability improvement is always important, Substations "E" and "F" were constructed with provisions to accept additional 115 kV transmission interconnections. In the long range plan of the Electric Department, these substations are designed for new transmission interconnections as future load growth may require.

Advantage Engineering (AE) of Chesterfield, Missouri was hired in April of 2006 to begin the planning, routing, right of way acquisition, financing, engineering and

construction of the additional interconnections to substations “E” and “F”. This Transmission Study was presented at the City Council meeting of January 8, 2008.

Discussion

AE evaluated several options to provide a new interconnection to Substation “E”. The most cost effective option is the re-termination of an existing transmission line between Grand Island and NPPD. This line currently connects Grand Island’s substation “H”, located on Cherry Street, to NPPD’s Grand Island substation located two miles east of town. Re-connecting this line to Substation “E” is a fairly minor change affecting only one span of the line. In addition, fiber optic communication is included in the contract, be installed the entire length of the line to provide for new protective relaying and communications among the substation, NPPD and GI Control Center.

The re-termination and fiber installation for this line accomplishes two things. First, it provides the third connection to substation “E” and strengthens the reliability of the 115 kV system to the north. Secondly, it upgrades the thirty-five year old protective relaying with modern relaying.

An advertisement for bids to provide Transmission Line Work was placed in the January 14, 2008 issue of the Grand Island Independent. In addition, bids were solicited from three electrical contractors.

Bids were received and publicly opened February 11, 2008. Two bids were received as tabulated below.

<u>Bidder</u>	<u>Bid Price</u>
Kayton Electric, Inc., Holdrege, NE	\$236,499.00
Schmader Electric, Inc., West Point, NE	\$179,642.25

Both bids were less than the engineer’s estimate. Schmader Electric has successfully performed contract transmission line work in the past for Grand Island Utilities.

Alternatives

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

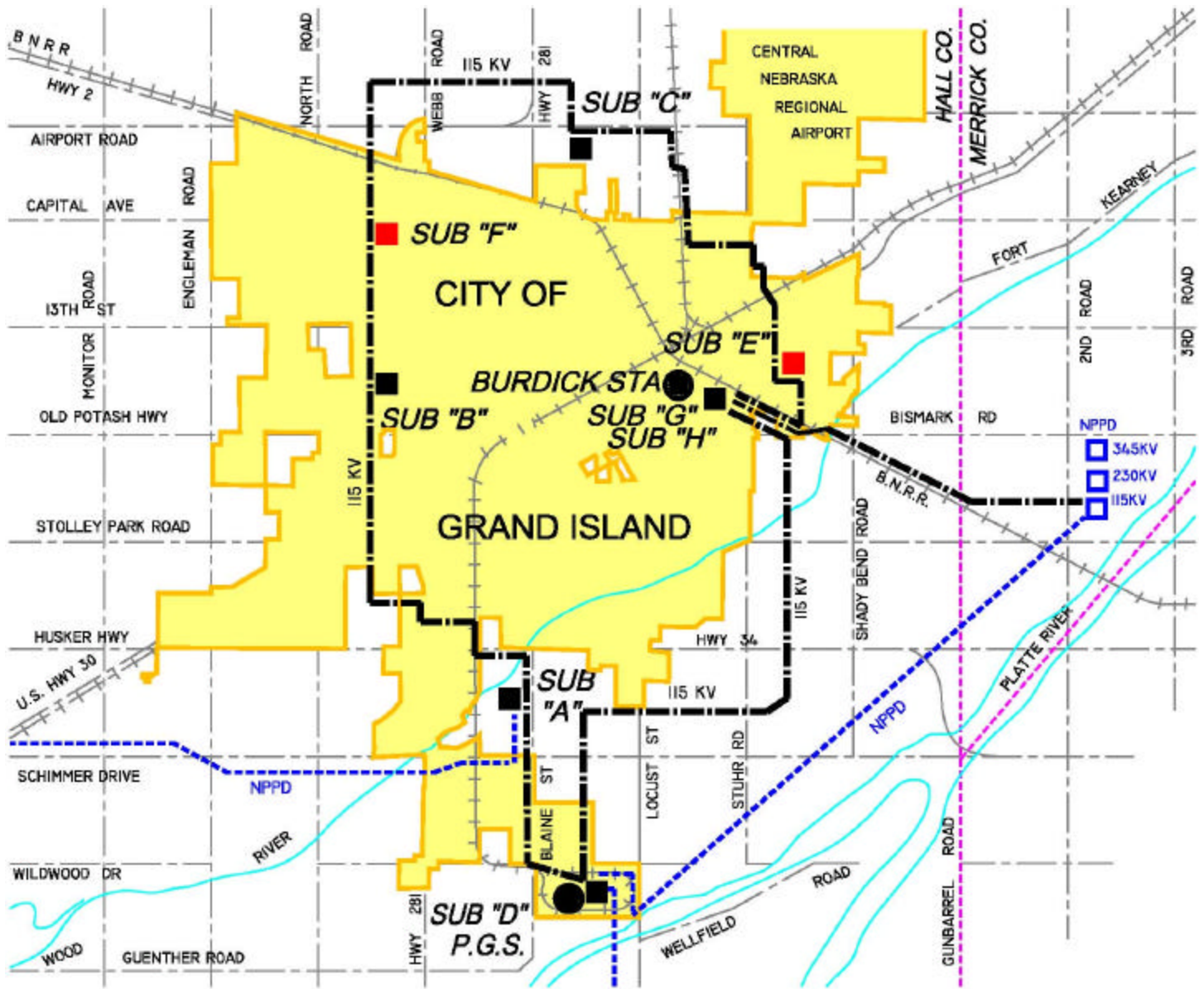
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council award the contract for Transmission Line Work, Contract #08-PCC-01 to Schmader Electric in the amount of \$179,642.25.

Sample Motion

Move to award the contract for Transmission Line Work to Schmader Electric, Inc., in the amount of \$179,642.25.



LEGEND

- EXISTING CITY POWER PLANTS
- EXISTING CITY 115KV SUBSTATION
- EXISTING CITY 115KV TRANSMISSION LINE
- EXISTING NPPD 115KV SUBSTATION
- - - EXISTING NPPD 115KV TRANSMISSION LINE

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT



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 11, 2008 at 11:00 a.m.

FOR: Transmission Line Work – Contract #08-PCC-01

DEPARTMENT: Utilities

ESTIMATE: \$282,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: January 14, 2008

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Schmader Electric Construction Co.</u>	<u>Kayton Electric, Inc.</u>
	West Point, NE	Holdrege, NE
Bid Security:	United Fire & Casualty Co.	Federal Insurance Co.
Exceptions:	None	None
Bid Price:	\$179,642.25	\$236,499.00

cc: Gary Mader, Utilities Director
Travis Burdett, Assist. Utilities Director
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Wes Nespor, Assist. City Attorney
Jeff Pederson, City Administrator

P1221

RESOLUTION 2008-59

WHEREAS, the City of Grand Island invited sealed bids for Transmission Line Work, Contract #08-PCC-01, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 11, 2008, bids were received, opened and reviewed; and

WHEREAS, Schmader Electric Construction Co. of West Point, 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 \$179,642.25; and

WHEREAS, the bid of Schmader Electric Construction Co. is less than the estimate for the Transmission Line Work, Contract #08-PCC-01.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Schmader Electric Construction Co. of West Point, Nebraska in the amount of \$179,642.25 for Transmission Line Work, Contract #08-PCC-01 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 21, 2008	☐ City Attorney



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G7

**#2008-60 - Approving Alternate Management Committee
Representative to the Municipal Energy Agency of Nebraska**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: February 26, 2008

Subject: Municipal Energy Agency of Nebraska Management Committee Representative

Item #'s: G-7

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

Background

The City of Grand Island is signatory to the Electrical Resource Pool Agreement of the Municipal Energy Agency of Nebraska. Each member of the group has a Representative and an Alternate Representative on the Management Committee of that organization. The representatives are appointed by the governing body of the member city. Utilities Director Gary Mader is the current Grand Island Representative. Assistant Utilities Director Burhl Gilpin served as the Alternate Representative until his retirement last year. The City now has a vacancy in its Alternate Representative position on the Committee.

Discussion

In order to meet the responsibilities of participation in the Municipal Energy Agency of Nebraska, a replacement Alternate Representative should be appointed.

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 appointment of Assistant Utilities Director Timothy Luchsinger as the Alternate Representative for Grand Island to the Municipal Energy Agency of Nebraska Management Committee.

Sample Motion

Move to approve the appointment of Timothy Luchsinger as Alternate Representative to the Municipal Energy Agency of Nebraska Management Committee.

RESOLUTION 2008-60

WHEREAS, the City of Grand Island is signatory to the Electrical Resource Pool Agreement of the Municipal Energy Agency of Nebraska; and

WHEREAS, Utilities Director Gary Mader is a Representative of the Municipal Energy Agency of Nebraska Management Committee and Burhl Gilpin served as the Alternate Representative until his retirement in 2006, thus leaving a vacancy in the Alternate Representative of the Committee;

WHEREAS, in order to meet the responsibilities of participation in the Municipal Energy Agency of Nebraska, a replacement Alternate Representative for the Management Committee needs to be appointed; and

WHEREAS, it is recommended that Timothy Luchsinger, Assistant Utilities Director for the City of Grand Island, be appointed as Alternate Representative of the Municipal Energy Agency of Nebraska Management Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Tim Luchsinger, Assistant Utilities Director for the City of Grand Island, be appointed as Alternate Representative of the Municipal Energy Agency of Nebraska Management Committee.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G8

#2008-61 - Approving Bid Award for Swimming Pool Chemicals at Island Oasis

Staff Contact: Steve Paustian

Council Agenda Memo

From: Todd McCoy, Recreation Superintendent
Meeting: February 26, 2008
Subject: Island Oasis Pool Chemical Bid
Item #'s: G-8
Presenter(s): Steve Paustian, Parks and Recreation Director

Background

Because of the large quantity of swimming pool chemicals used at Island Oasis Water Park, the Parks and Recreation Department usually bids these products out. Contracts with swimming pool chemical suppliers have typically been for one year with the option to renew for two additional years.

Discussion

Swimming pool chemicals bid: Sodium bicarbonate, hydrochloric acid, cyanuric acid, calcium hypochlorite, and sodium hypochlorite. Companies submitting bids: Hawkin Water Treatment Group of Roca, NE, Leslie's Swimming Pool Supplies of Phoenix, AZ and Aqua-Chem, Inc., Bellevue, NE.

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 low bidders contract. Low bidder was Aqua Chem of Bellevue, NE.

Sample Motion

Move to approve the Aqua Chem pool chemical contract.

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 24, 2008 at 11:00 a.m.

FOR: Swimming Pool Chemicals at Island Oasis

DEPARTMENT: Parks and Recreation

ESTIMATE: \$17,000.00

FUND/ACCOUNT: 10044525-85535

PUBLICATION DATE: January 4, 2008

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Hawkins Water Treatment Group</u>	<u>Leslie's Swimming Pool Supplies</u>
	Roca, NE	Phoenix, AZ
Exceptions:	Noted	None
<u>Bid Price:</u>		
Sodium Bicarbonate	\$.38 per lb.	\$14.14
Hydrochloric Acid	.18 per lb.	No Bid
Cyanuric Acid	1.75 per lb.	92.00 (100 lb. drum)
Calcium Hypochlorite	1.65 per lb.	138.00
Sodium Hypochlorite	1.65 per gal.	No Bid
Hydrochloric Acid	1.25 per gal.	No Bid

Bidder:	<u>Aqua-Chem, Inc.</u>
	Bellevue, NE
Exceptions:	None
<u>Bid Price:</u>	
Sodium Bicarbonate	\$14.50 per bag
Hydrochloric Acid	24.00 per drum
Cyanuric Acid	52.25 per bag
Calcium Hypochlorite	135.00 per drum
Sodium Hypochlorite	1.16 per gal.
Hydrochloric Acid	1.25 per gal

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of February, 2008, by and between Aqua-Chem, Inc., hereinafter called the Contractor and the City of Grand Island, Nebraska, herein referred to as the City.

WITNESSETH:

THAT, WHEREAS, the City has caused contract documents to be prepared for purchase and delivery of chemicals and;

WHEREAS, the City has determined that contracting with the Contractor is in the best interest of the City and that Contractor's services will be provided at a reasonable, competitive price and that Contractor has the necessary experience, equipment and qualifications to adequately perform the service or provide the goods required by this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree the City of Grand Island, for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other materials, disposal costs, service and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid.

ARTICLE II. That the City shall pay to the Contractor for supplying goods and services under this contract according to the quantities of work/supplies actually performed/delivered as authorized and approved by the city. The Contractor will accept as full compensation therefore sums as set forth in the attached bid.

ARTICLE III. The Contractor hereby agrees to provide all materials and supplies for the City as set forth in the bid specifications. Regardless of the method of payment for goods and supplies, title shall vest immediately in the City.

ARTICLE IV. The Contractor agrees to comply with all applicable State Fair Labor Standards in the execution of this contract as required by applicable Federal and State law. The Contractor further agrees to comply with the provisions of Nebraska law pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all other applicable Local, State, and Federal rules and regulations.

ARTICLE V. The term of this agreement shall be from the date of the last party signing the contract for a period of one year. The agreement may be extended in one year increments for an additional two years upon the same terms and conditions at the prices indicated in the attached bid. The City will notify Contractor before May 1, of each extension year of its intent to renew.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Attest:

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Margaret Hornady, Mayor

CONTRACTOR

By: Scott Holmeyer

RESOLUTION 2008-61

WHEREAS, the City of Grand Island invited sealed bids for Swimming Pool Chemicals at Island Oasis, according to plans and specifications on file with the Parks & Recreation Department; and

WHEREAS, on January 24, 2008, bids were received, opened and reviewed; and

WHEREAS, Aqua-Chem, Inc. of Bellevue, 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 \$14.50 per bag for Sodium Bicarbonate; \$24.00 per drum for Hydrochloric Acid; \$52.25 per bag for Cyanuric Acid; \$135.00 per drum for Calcium Hypochlorite; \$1.16 per gallon for Sodium Hypochlorite; and, \$1.25 per gallon for Hydrochloric Acid; and

WHEREAS, the bid of Aqua-Chem is less than the estimate for the swimming pool chemicals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Aqua-Chem, Inc. of Bellevue, Nebraska, said bid being \$14.50 per bag for Sodium Bicarbonate; \$24.00 per drum for Hydrochloric Acid; \$52.25 per bag for Cyanuric Acid; \$135.00 per drum for Calcium Hypochlorite; \$1.16 per gallon for Sodium Hypochlorite; and, \$1.25 per gallon for Hydrochloric Acid is hereby approved as the lowest responsible bid with options to renew a set forth in the bid specifications and response.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G9

#2008-62 - Approving Contract for Soft Drink Services for Aquatic Facilities

Staff Contact: Steve Paustian

Council Agenda Memo

From: Todd McCoy, Recreation Superintendent

Meeting: February 26, 2008

Subject: Soft Drink Service for Aquatic Facilities

Item #'s: G-9

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

Background

Because of the benefits of having one soft drink service at Grand Island swimming facilities, the Parks and Recreation Department usually requests proposals for this service. Contracts with soft drink suppliers have typically been for one year with the option to renew for two additional years.

Discussion

Services included in proposals included: Pop machines at Lincoln Pool, Lincoln Park wading pool, Stolley Park wading pool, Pier Park wading pool, Grace Abbott Park wading pool. Also included in the proposal was the product pricing, equipment, and marketing funding for soft drink service at Island Oasis Water Park. Companies submitting bids were: Coca Cola Bottling Company and Pepsi Bottling Company.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the proposal from Pepsi Bottling Group and accept the terms of the Pepsi contract.

Sample Motion

Move to approve the Pepsi contract for soft drink service at Grand Island aquatic facilities.



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
SOFT DRINK SERVICES FOR AQUATIC FACILITIES**

RFP DUE DATE: January 24, 2008 at 4:00 p.m.

DEPARTMENT: Parks and Recreation

PUBLICATION DATE: January 4, 2008

NO. POTENTIAL BIDDERS: 2

SUMMARY OF PROPOSALS RECEIVED

Pepsi Bottling Group
Grand Island NE

Coca Cola Bottling Company
Grand Island NE

cc: Steve Paustian, Parks & Recreation Director
Patti Buettner, Parks & Recreation Secretary
David Springer, Finance Director
Wes Nespor, Assist. City Attorney

Todd McCoy, Recreation Supt.
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

P1219

SPONSORSHIP AGREEMENT

AGREEMENT (hereinafter referred to as the "Agreement") made as of this 1st day of April, 2008 (the "Effective Date") by and between the City of Grand Island/Island Oasis, Grand Island, Nebraska, with its principal place of business at City of Grand Island/Island Oasis and Bottling Group, LLC d/b/a The Pepsi Bottling Group with its principal place of business at One Pepsi Way, Somers, New York 10589 and with an office 2422 E Hwy 30, Grand Island, NE 68801 ("PBG").

WHEREAS, the City of Grand Island/Island Oasis has the exclusive rights to the use of the Facilities (as defined herein) and to obtain sponsorships for the Facilities and arrange for the provision of soft drinks in the Facilities; and

WHEREAS, the City of Grand Island/Island Oasis wishes to have the promotional sponsorship of PBG at the Facilities and in the areas referenced in this Agreement and further wishes to have the products of PBG promoted and sold at Facilities; and

WHEREAS, PBG wishes to identify itself with the Facilities and to have its products promoted and sold in the Facilities and further wishes to receive the other promotional benefits provided for by the City of Grand Island/Island Oasis in this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree as follows:

AGREEMENT

I. DEFINITIONS.

A. "Agreement Year" means each and every consecutive twelve (12) month period during the Term beginning with the Effective Date.

B. "Beverage" or "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, including but not limited to, (i) carbonated soft drinks; (ii) fruit juices and fruit drinks; (iii) ready to drink coffee products; (iv) ready to drink tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks, energy and fluid replacements); and (vi) bottled or canned water whether carbonated or still (spring, mineral or purified).

D. "Competitive Products" means any and all Beverages other than the Products.

E. "Concessionaires" means any concessionaire selling Beverages at the Facilities.

F. "Facilities" means the City of Grand Island/Island Oasis known as City of Grand Island/Island Oasis and all of the other public concessions owned, operated leased rented or controlled by the City of Grand Island/Island Oasis, including for each facility, every building, the grounds, parking lots, dining facilities and concession stands, food service outlets and vending areas.

G. "Facilities Marks" means Facilities' characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations which are owned, licensed to or controlled by the City of Grand Island/Island Oasis and which relate to the Facilities and which are in existence on the Effective Date or which will be created during the Term.

H. "Products" means any and all Beverage products bottled, sold or distributed by PBG.

I. "Term" means the three (3) year period beginning on the Effective Date and continuing up to and including April 1, 2010. Term of agreement will be 3 years starting in 2008 through March 31, 2010.

II. GRANT OF BEVERAGE AVAILABILITY AND MERCHANDISING RIGHTS.

During the Term, the City of Grand Island/Island Oasis hereby grants to PBG the following exclusive Beverage availability and exclusive Beverage merchandising rights as set forth and described below:

A. Beverage Availability in the Facilities.

(1) Grant of Rights.

Subject to the terms of this Agreement, the City of Grand Island/Island Oasis grants to PBG the exclusive right to make Beverages available for sale at the Facilities. The Products shall be the only Beverages sold, dispensed or served at the Facilities and the Products shall be sold at all concession or vending locations located within the Facilities.

(2) Purchase of Products.

The City of Grand Island/Island Oasis shall purchase, and shall require that all Concessionaires and other third parties selling Beverages at the Facilities purchase, all Products, cups, lids and carbon dioxide directly from PBG.

(3) Vending.

PBG shall have the exclusive right to place beverage vending machine at such Facilities for dispensing the Products. PBG shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to vending machines.

B. Product Merchandising Rights.

During the Term and subject to the terms and conditions contained in this Agreement, the City of Grand Island/Island Oasis grants PBG the exclusive right to merchandise Products at the Facilities as set forth and described below:

(1) Menu Board Advertising.

The City of Grand Island/Island Oasis agrees that Pepsi's trademarks for products shall be listed on the menu boards at concession locations in which Products are served to customers at the Facilities. All brand identification containing Pepsi trademarks and/or service marks for menu boards set forth herein will be prepared and installed by the City of Grand Island/Island Oasis at the City of Grand Island/Island Oasis's sole cost and expense.

(2) Approved Cups

The City of Grand Island/Island Oasis agrees that all Products served, sold or dispensed at concession locations in which Products are served to customers at the Facilities shall be served in Approved Cups and all other Beverages served, sold or dispensed within the Facilities shall be served in either Approved Cups or other disposable cups which do not bear, display or contain the trademarks or service marks of a manufacturer of Competitive Products

III. GRANT OF ADVERTISING AND PROMOTIONAL RIGHTS.

During the Term, the City of Grand Island/Island Oasis hereby grants to PBG the right to advertise and promote Products in and with respect to the Facilities and the Facilities Marks upon the terms and conditions contained in this Agreement and as set forth and described below.

A. Advertising

(1) Facilities Advertising.

The Pepsi logo, as provided by PBG, shall be displayed on banners and other signage, as mutually determined by the parties during the Term.

(2) Print Advertising.

The Pepsi logo, as provided by PBG, shall be featured on printed materials made available at the Facilities, as mutually determined by the parties during the Term.

(3) Advertising/Signage Changes.

The City of Grand Island/Island Oasis recognizes PBG's right to change, modify and alter its advertising for, or identification of, any of the Products or to discontinue the manufacture of any of the Products. PBG shall reimburse the City of Grand Island/Island Oasis for all reasonable costs and expenses incurred by the City of Grand Island/Island Oasis in changing or modifying or altering any Facilities Advertising, menu boards and other PBG identification or references to any of the Products necessitated by PBG's changes to the advertising, trade marks or trade names, designations or identification thereof. PBG shall have the right to modify change or alter the promotional messages appearing thereon and all such modifications, changes and/or alterations shall be at PBG's sole cost and expense. The City of Grand Island/Island Oasis shall use reasonable efforts to minimize the cost to PBG for modifying, altering and/or changing PBG's advertising.

B. Promotional Rights.

(1) General Sponsorship Designation.

The City of Grand Island/Island Oasis hereby agrees that PBG shall have the right to promote the fact that PBG is an official sponsor of the Facilities and that the Products are available at the Facilities.

(2) Grant of License to Use the Facilities Marks for Promotional Activities.

The City of Grand Island/Island Oasis hereby grants to PBG a nonexclusive license to use the name of the Facilities and the Facilities Marks, for the limited purposes of promoting Products within the context of promotional activities.

IV. GRANT OF OTHER RIGHTS.

A. Exit Sampling.

The City of Grand Island/Island Oasis agrees to permit PBG to conduct, at PBG's sole cost and expense, sampling of the City of Grand Island/Island Oasis's patrons upon exiting the Facilities. PBG will control the design and execution of the sampling event.

B. Exclusivity.

The City of Grand Island/Island Oasis is hereby restricted from selling, serving, promoting, marketing, advertising, merchandising, sponsoring or endorsing all Competitive Products in or about the Facilities or granting the rights granted to PBG hereunder with regard to the Facilities to a seller, distributor, manufacturer, licensee or owner of Competitive Products.

V. CONSIDERATION.

In consideration for the exclusive beverage availability, advertising, merchandising, promotional rights and other related rights and benefits provided to PBG by the City of Grand Island/Island Oasis herein, PBG will provide the City of Grand Island/Island Oasis with the following:

- A. Marketing support each year will be \$1000.00 to be utilized for mutually agreed upon marketing programs by City of Grand Island/Island Oasis and PBG..
- B. PBG of Grand Island will accrue \$2.00 per gallon and per case on all gallons/cases sold, to be rebated at the end of the year.

VIII. EQUIPMENT AND SERVICE.

A. Beverage Dispensing Equipment.

Notwithstanding anything contained herein to the contrary, PBG shall, at its sole cost and expense, provide and install all fountain and related beverage dispensing equipment and all vending or other cold drink dispensing equipment (the "Equipment") within the Facilities for the dispensing of Product during the Term. Title to all Equipment shall be with PBG or its affiliates.

B. Service to Equipment.

PBG or its designated agents shall be responsible for maintaining, repairing and replacing the Equipment. PBG shall provide the City of Grand Island/Island Oasis with a telephone number to request emergency repairs and receive technical assistance related to the Equipment. PBG shall respond to each request and use reasonable efforts to remedy the related Equipment problem as soon as possible.

IX. INDEMNIFICATION.

- A. PBG will indemnify and hold the City of Grand Island/Island Oasis harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of PBG's products; and/or (iii) the negligence or willful misconduct of the PBG.
- B. The City of Grand Island/Island Oasis will indemnify and hold PBG, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of : (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the City of Grand Island/Island Oasis.

X. TERMINATION.

- A. Either party may terminate this Agreement for cause, which shall include, without limitation, a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach or other cause and the other party failed to remedy or cure the breach or other cause within thirty (30) days of such notice.
- B. If PBG terminates this Agreement for cause, then in addition to any other remedies to which PBG may be entitled, the City of Grand Island/Island Oasis shall immediately reimburse to PBG any unearned Annual Sponsorship Fees and Annual Marketing Fees.

XI. NOTICES.

Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

If to PBG:

The Pepsi Bottling Group
Attention: Vice President and General Manager
2422 east hwy 30

If to the City of Grand Island/Island Oasis: City of Grand Island/Island Oasis
Attention: _____
[address]

XII. RELATIONSHIP OF PARTIES.

- A. The parties are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. The sole relationship of the parties hereto created by this Agreement is that of licensor and licensee.
- B. No goods or equipment shall be purchased in the name of the City of Grand Island/Island Oasis by PBG or any person employed by or conducting business with PBG nor shall any goods or equipment be purchased by the City of Grand Island/Island Oasis in the name of PBG. No debts, liabilities, obligations or contracts of whatever kind made or incurred by either of the parties hereto or any person employed by or conducting business with said party shall be in the name or upon the credit of the other party, and the other party shall not be liable or responsible therefore.

XIII. REPRESENTATIONS AND WARRANTIES.

Each of the parties to this Agreement represent and warrant that it has the full right, power and authority to enter into, and perform its obligations under, this Agreement and that the terms and conditions of this Agreement shall not violate, interfere with or infringe upon the rights of any third parties pursuant to written agreement or otherwise. Each party further represents that it has obtained all of the necessary approvals and has complied with all laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

XV. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

XVI. ENTIRE AGREEMENT.

- A. This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- B. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties. This Agreement may be amended only in writing signed by each of the parties. No course of prior dealings between the parties and no use of trade shall be relevant or admissible to supplement, explain or vary the terms of this Agreement, whether the same be consistent with the terms of this Agreement or otherwise.

XVII. ASSIGNMENT; BINDING NATURE; MULTIPLE ORIGINALS.

To the extent permitted by law, this Agreement shall be binding upon and inure to the benefit of PBG and the City of Grand Island/Island Oasis and their respective successors and permitted assigns. Neither party may subcontract or assign its rights or obligations under this Agreement to any other entity or person without the express written consent of the other, which consent may be withheld at its sole discretion. Notwithstanding the foregoing, PBG shall be entitled to assign its rights and obligations under this Agreement pursuant to the sale of

substantially all of its assets. No waiver by any party of any default or non-performance shall be deemed a waiver of any subsequent default or non-performance.

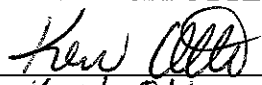
XVIII. SAVING CLAUSE.

If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

**BOTTLING GROUP, LLC, doing
business as THE PEPSI BOTTLING GROUP**

**City of Grand Island/Island Oasis
of Grand Island, NE**

By: 
Name: KEN OTTO
Title: Account Sales Rep.
Date: 2-20-2008

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

PRODUCT PRICING



Pepsi Bottling Group of Grand Island would like to submit the following proposal for exclusive soft drink pouring rights at the Island Oasis Water Park for a three (3) year agreement

- All equipment will be provided at no charge and repaired at no charge
- Pricing: see attached
- Annual support \$1,000.00
- Marketing funds to be accrued @ \$2.00 based on the rebate per gallon and per case sold. All marketing funds to be paid at the end of the season.

Estimated rebate – 2007 volume 430 cases and gallons,
rebate at \$2.00, \$860.00

• Marketing support fixed	\$1,000.00
Marketing support, est. 2007 sales	<u>860.00</u>
	\$1,860.00

- All marketing funds may be used at the Island Oasis Water Park's discretion. In prior years funds were used to purchase radio remotes which are suggested by Pepsi Bottling Group

Products	Case Pack	Cost	Unit Cost	Suggested Retail	Margin
12oz Cans	24	\$8.75	\$0.36	\$0.75	51.39%
20oz Carbonated Soft Drinks	24	\$21.00	\$0.88	\$1.39	37.05%
2 Liter Carbonated Soft Drinks	8	\$10.00	\$1.25	\$1.79	30.17%
20oz AQUAFINA	24	\$21.00	\$0.88	\$1.29	32.17%
20oz AQUAFINA FLAVORSPLASH	24	\$21.00	\$0.88	\$1.39	37.05%
15.2oz DOLE	12	\$13.00	\$1.08	\$1.69	35.90%
16oz LIPTON TEA	12	\$13.00	\$1.08	\$1.59	31.87%
20oz TROPICANA JUICE DRINKS	24	\$21.00	\$0.88	\$1.39	37.05%
20oz GATORADE	24	\$21.00	\$0.88	\$1.59	44.97%
20oz SOBE	12	\$13.75	\$1.15	\$1.69	32.20%
20oz SOBE LIFE WATER	12	\$13.00	\$1.08	\$1.69	35.90%
13.7oz STARBUCKS FRAPPUCCINO	12	\$18.50	\$1.54	\$2.29	32.68%
9.5oz STARBUCKS FRAPPUCCINO	12	\$13.50	\$1.13	\$1.99	43.47%
9.5oz STARBUCKS FRAPPUCCINO	24	\$27.00	\$1.13	\$1.99	43.47%
6.5oz STARBUCKS DOUBLES HOT	24	\$33.50	\$1.40	\$1.99	29.86%
11oz STARBUCKS ICED COFFEE	24	\$36.00	\$1.50	\$1.99	24.62%
8.3oz SOBE ADRENALINE RUSH	24	\$34.00	\$1.42	\$2.19	35.31%
8.4oz MT DEW AMP	24	\$34.00	\$1.42	\$2.19	35.31%
24oz MT DEW AMP	12	\$24.00	\$2.00	\$2.99	33.11%
16oz Energy Drinks	12	\$20.50	\$1.71	\$2.49	31.39%
20 oz PROPEL	24	\$23.60	\$0.98	\$2.49	60.51%

Effective 12/2/2007

2007

Midwest Market Unit

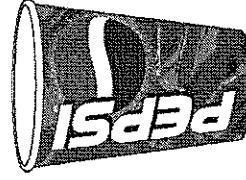
Bag In The Box Cost		Per Gallon		\$10.45	
COST	12oz. CUP	16oz. CUP	22oz. CUP	32oz. CUP	44oz. CUP
Ounces/ Drink	8	11	14	21	29
Product	\$0.11	\$0.15	\$0.19	\$0.29	\$0.39
Cup	\$0.04	\$0.05	\$0.05	\$0.10	\$0.11
Lid	\$0.02	\$0.02	\$0.02	\$0.05	\$0.05
Straw/Ice*	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Total Cost	\$0.18	\$0.23	\$0.28	\$0.44	\$0.57

* Based on 1/3 cup of ice

SIZE	Cup		PRICE	SIZE	Lid		PRICE
	QUANTITY				QUANTITY		
12oz.	2000		\$72.07	12-16-22oz.	2000		\$48.00
16oz.	1000		\$50.23	12-16-22oz.	2000		\$48.00
22oz.	1000		\$54.60	12-16-22oz.	2000		\$48.00
32oz. Tall	480		\$49.14	32oz.	960		\$45.00
44oz.	480		\$54.60	44oz.	960		\$45.00

- Postmix is brixed* at a ratio of one (1) part syrup to five (5) parts water.
- One (1) gallon of postmix (128oz) produces six (6) gallons (768 oz) of finished product.
(1 part syrup + 5 parts water)
- One (1) 5-Gallon Box of Postmix (640oz) produces 30 gallons (3840oz) of finished product.
- To find customers cost per ounce divide ounces of finished product by cost of syrup.
(\$52.25 divided by 3840 oz. = \$ 0.013 per oz.)

* Brix is the correct ratio of syrup to water



Core brands include Pepsi, Dt Pepsi, Mt Dew, Dt Mt Dew, Sierra Mist, Mug, Lipton Brisk Teas
Pepsi Wild Cherry, Tropicana Lemonade, Tropicana Pink Lemonade, Dr Pepper & Dt Dr Pepper

Pricing for other brands will be as follows:

Tropicana Fruit Punch, Tonic/Quinine - \$9.60 per gallon
All Season's Harvest Juices - \$24.75 per gallon
Sobe Lean \$11.75 per gallon, Gatorade Fruit Punch \$15.50 per gallon

CO2 Pricing will be \$20.50 per 20lb tank with a tank deposit of \$30.00

RESOLUTION 2008-62

WHEREAS, the City of Grand Island invited proposals for Soft Drink Services for the Aquatic Facilities, according to Request for Proposals on file with the Parks and Recreation Department; and

WHEREAS, on January 24, 2008, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Pepsi Bottling Group of Grand Island, Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Pepsi Bottling Group of Grand Island, Nebraska, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐
February 21, 2008	☐ City Attorney



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G10

#2008-63 - Approving Policies and Procedures for Use of Parks & Recreation Facilities

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks & Recreation Director

Meeting: February 26, 2008

Subject: Approving Policies and Procedures for Use of Park and Recreation Facilities

Item #'s: G-10

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

Background

A request was made by Mr. Mark Galvan to be allowed the use of the Sorensen Complex Softball Fields. His request was to have Council terminate the existing contract with the ABCD Girls Softball Association and to grant his program, Central Nebraska Girls Softball Association (CNGSA) the use of the Sorensen Complex Fields for two weekday nights per week during the CNGSA softball season.

At the Tuesday, December 11, 2007 Special Council Meeting Council voted to have staff renegotiate the ABCD Contract and to look at ways to accommodate both programs.

Discussion

The Park and Recreation Department with the assistance of the City Attorney has drafted a usage policy that if adopted by Council will result in facility usage being controlled and assigned by the Park and Recreation Department. Interested users or user groups will annually submit their facility usage requests to the Park and Recreation Department and Park and Recreation Departmental staff will assign facility usage on a seasonal basis. The Departmental goal will be to insure the best possible experience for the participants and spectators of the requesting individual or group through full and efficient utilization of existing recreational facilities. By the Park and Recreation Department assigning facility usage any perception of exclusivity should be removed. While every effort will be made to accommodate all requests, the Department will not likely achieve total satisfaction by all individuals or groups involved. What the Department will be able to insure is a consistent and equitable policy of facility use assignments.

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 Facility Usage Agreement and allow the Park and Recreation Department to administer facility usage in a way that best serves the public.

Sample Motion

Move to approve the Facility Usage Policy.

**USAGE POLICY
AND
AGREEMENT FOR RYDER PARK SOFTBALL FIELDS
LOCATED AT SORENSEN SOFTBALL COMPLEX**

A. Purpose. The City of Grand Island shall manage the _____ Softball Fields located at _____ in a manner to assure equitable distribution and maximum use of city facilities by the public. This will be accomplished by means of the following:

1. Outline available fields and dates of usage.
2. Outline facility-scheduling procedures and policies.
3. Define rules and regulations regarding use.
4. Manage the limited number of city athletic fields in a fair and equitable manner.

B. Available Athletic Fields. The following fields shall be subject to the Usage Policy and Agreement for the _____ Softball Fields located at the _____. The fields shall be _____.

The City of Grand Island, Parks and Recreation Department is responsible for scheduling. These fields may be available on a limited basis based upon maintenance resources and field conditions.

The City of Grand Island, Parks and Recreation Department reserves the right to limit field availability during periods of inclement weather, poor playing conditions, damage (which would cause hazardous safety considerations) and opportunities for necessary field maintenance requirements.

C. Routine Maintenance by the City. The City shall provide the following routine maintenance for the fields listed above:

1. To water and mow all playing fields as needed to maintain the fields in good, playable and safe conditions.
2. To maintain all drinking fountain serving playing fields in good, operable condition.
3. To maintain backstops, benches and bleachers serving playing fields in good, safe conditions.

4. To maintain all existing fences and gates surrounding the playing field in playable and operable conditions.
5. To provide adequate receptacles for trash and debris and to provide pickup of trash on a regular and frequent schedule.
6. To provide all the lime necessary and the chalker for the chalking of all fields.
7. To provide one set of bases for each field per season, and to ensure that all bases and anchors are in safe and operable condition.
8. To chalk all fields during the work week and to provide for routine maintenance of the playing fields for scheduled tournaments.
9. To pay for energy costs associated with lighting for the playing fields.

The attached schedule shall be the schedule allowed for the 2008 season pursuant to this Usage Agreement.

D. Non-Discrimination. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this policy on the grounds of sex, race, color, creed, national origin, age (except minimum age), retirement provisions, marital status or the presence of any sensory, mental or physical handicap.

E. Scheduling Procedures and Requirements. (League; Tournaments; Games and Practices).

1. The City of Grand Island reserves the right to limit the amount of play permitted on the sport field complexes.
2. All organizations shall submit to the Grand Island Parks and Recreation Department a league roster, certificate of insurance and game/practice schedule to the Parks and Recreation Department at least one month prior to the program starting date. Insurance requirements are defined in Attachment No. 1.
3. All organizations shall secure and maintain at no expense to the City of Grand Island a comprehensive general liability policy issued by one or more companies authorized to do business in the State of Nebraska and the City of Grand Island shall be identified as an additional named insured on all policies as set out in Attachment No. 1.
4. Scheduled league games shall have priority for use of the facility over practice. League play has priority over tournament games. Practice session locations shall

be rotated around the field playing surfaces in accordance with existing field conditions. Park staff will control use of the facility.

5. Tournament requests must be in writing and accompanied by the appropriate certificate of insurance to the Parks and Recreation Department.
6. Ball field requests associated with league, organized play, and community requests other than the designated primary use of the field will be considered based upon field availability. The City of Grand Island shall have the authority to approve or deny specific requests.
7. The Parks and Recreation Department will assign game and practice dates and times. Users must meet requirements as outlined within this document. Allocations for games and practices are based on the total number of requests received, availability and priority outlines. A schedule, including assigned game dates and times will be delivered to leagues prior to season commencement. The league is required to remove unwanted assigned dates/times and return a list of deletion within a week of delivery. No response to the schedule will be considered acceptance by the leagues. Trading between leagues is not allowed without the permission of the Parks and Recreation Department. When possible, openings will be offered to other leagues at the discretion of the Parks and Recreation Department.
8. When possible, confirmation of field use will be delivered ten (10) days prior to the league start date.
9. Team organization schedulers are required to give sufficient notice when requesting in-season changes in their request for field usage time. Deletion of scheduled games/events must be made within a time frame that could allow for others to have the opportunity to book the field.
10. The City of Grand Island also reserves the right to limit the amount of scheduled and non-scheduled play on sports fields during any given season to prevent excessive damage to turf. Wear factors include:
 - a. Size and number of users.
 - b. Type of use.
 - c. Frequency of use.

- d. Weather conditions.
- e. Type of sports equipment used.

F. Rules and Regulations. The following rules and regulations shall apply to all fields as part of this Usage Policy and Agreement.

1. Alcoholic beverages are not allowed at the City of Grand Island parks or within the _____ Softball Fields located at _____.
2. Respect the City's field maintenance personnel.
3. The City of Grand Island reserves the right to limit the amount of play permitted on any sport field complexes.
4. The City's ball fields will be available for use, weather permitting, beginning approximately March 1st.
5. Organizations shall make any necessary changes, amendments or alterations to their rules and regulations concerning games stopped during an inning due to time regulations.
6. League Coordinators, presidents, etc., are directly responsible for informing and teaching coaches/representatives of the City of Grand Island's policies regarding field usage.
7. Use of Peripheral Items or Equipment such as scoreboard controls or PA systems are permitted by special request only. All special requests must be made in advance to the City's Parks and Recreation Department.
8. The City of Grand Island encourages coaches' training in all programs utilizing City facilities.
9. City maintenance personnel will have final say on field playability and safety during inclement weather conditions.
10. Teams will not be allowed to warm up or take infield while maintenance crew personnel are performing any field prep or maintenance.
11. Fencing and backstops are not to be used for pickle or batting practice.
12. If a field is rained out or ruled unplayable due to inclement weather, no practice shall be allowed on such field.
13. In case of athletic field emergencies or other maintenance issues (such as no one present to turn lights on, sprinklers coming on) on weekdays before 3:00 p.m.,

please contact the Parks Department at (308) 385-5426, and if after 3:00 p.m. on weekdays and on Saturdays, Sundays and holidays, please contact Gregg Bostelman of the Parks and Recreation Department at 381-0769; the after hours number is for emergencies only.

14. Leagues and tournament directors are responsible to ensure that individual teams clean up their respective dugouts and assure playing areas are kept clean. A maintenance fee can be assessed to the league if deemed necessary.
15. The concession stand operators are responsible for cleanliness fifteen feet surrounding the stand. Operators must dispose of packing materials, boxes, containers, etc. in approved dumpster sites.
16. Observe all park rules. When driving through the park parking lots, please be especially watchful for children.
17. The City of Grand Island is not responsible for any personal property lost, damage to vehicles, etc. Be sure to park correctly, safely and lock your car doors.
18. Cars improperly parked may be towed.

G. Usage. The City of Grand Island has recognized the application of _____ request for field usage at _____, and grants it the field use outlined on the attached schedule.

The _____ League has accepted the responsibility for organizing and supervising a girls' softball program. As part of its obligations, the league shall:

1. Provide all scheduling of games within its leagues, field the complaints and the other administrative duties in regards to its program.
2. To provide all trophies or awards for league participation as it chooses.
3. To chalk all fields as needed during the absence of Parks and Recreation Department employees.
4. To stress the need for cleanliness of the parks and playing fields to members, and to provide for sanctions in the event that rules and regulations of the City are not followed.
5. To assist with and cooperate with the City in all areas to promote recreational activities in Grand Island. The league shall be solely responsible for and indemnify the City against all claims for damages to persons or property resulting

from the activities and operations conducted, supervised, managed or assumed by the league.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Margaret Hornady, Mayor

By: _____
Steve Paustian, Parks & Recreation Director

Attest:

RaNae Edwards, City Clerk

By: _____
League President

**USAGE POLICY
AND
AGREEMENT FOR RYDER PARK SOFTBALL FIELDS**

**ATTACHMENT "A"
INSURANCE REQUIREMENTS**

Any party agreeing to the Usage Policy and Agreement for _____ Softball Fields with the City of Grand Island shall provide the following insurance.

All leagues shall secure and maintain, at no expense to the City of Grand Island, a comprehensive general liability policy issued by one or more companies authorized to do business in the State of Nebraska. Under such insurance:

1. The City of Grand Island shall be identified as an additional named insured;
2. Liability limits shall be a minimum of \$1,000,000 per occurrence, combined single limit for personal injury and property damage, the term of such coverage to coincide with the dates of the Usage Policy Agreement. The Certificate of Insurance Verification shall be on file with the City of Grand Island Parks and Recreation Department prior to any games being played pursuant to this Agreement.

Acknowledgment of Risk and Indemnity: The League acknowledges that _____ acknowledges that participating activities involving physical exercise or participation in sporting events is potentially dangerous and could result in bodily injury and/or death of the participants and that permission to participate in such activities does not create for the parties release herein any responsibility of liability. Further, as a consideration for the right and privilege of _____ permitted use of the fields, _____ agrees to defend, release and hold harmless the City of Grand Island from any and all liability, claims, demands, actions or causes of action of any kind whatsoever, incurred or suffered by any person or for any loss of property, however, howsoever caused, during the period in which this Usage Policy Agreement covers, for the use of space, or occurring as a result of the use of such fields during the agreed period and _____ breach of any warranty, representation or other provision of this Usage Policy Agreement.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Margaret Hornady, Mayor

By: _____
Steve Paustian, Parks & Recreation Director

Attest:

RaNae Edwards, City Clerk

By: _____
League President

RESOLUTION 2008-63

WHEREAS, on December 11, 2007, by Resolution No. 2007-317, the City Council authorized city staff to renegotiate the ABCD softball contract in order to accommodate each softball program in the City of Grand Island; and

WHEREAS, the Parks and Recreation Department, along with the City Attorney, has drafted a usage policy which will result in facility usage being controlled and assigned in an equitable fashion by the Parks and Recreation Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Facility Usage Agreement to be used by the Parks and Recreation Department to maximize the usage of park facilities in the City of Grand Island is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G11

**#2008-64 - Approving Change Order No. 1 for Re-Alignment of
Riverway Trail**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: February 26, 2008

Subject: Change Order #1 for Riverway Trail with Diamond Engineering

Item #'s: G-11

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

Background

The Park and Recreation Department has received a grant with the State of Nebraska Department of Roads to construct a hike/bike trail from Hall County Park to Wal-Mart South. Since the original design of the trail was completed, the State has planted trees along the South Locust corridor. Some of these trees were planted in places that are in conflict with the original trail alignment.

Discussion

A new alignment has been proposed that will no longer conflict with the trees planted by the State. The new trail alignment will require adjusting three Sanitary Sewer manholes. Another alternative would be to relocate the trees, however over twenty trees would be involved and moving them would void the warranty currently in place.

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 number 1 in the amount of \$1,710.00 to Diamond Engineering to adjust three Sanitary Sewer manholes. This would increase the total contract price to \$341,133.85.

Sample Motion

Move to approve change order #1 to Diamond Engineering in the amount of \$1,710.00.

Parks & Recreation Department



*Working Together for a
Better Tomorrow, Today.*

CHANGE ORDER

TO: **Diamond Engineering**
1521 W Anna
Grand Island, NE 68801

CHANGE ORDER NO. 1

PROJECT: **Riverway Trail Construction**

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

1. Adjusting three sanitary manholes to grade increase \$1,710.00

The original Contract Sum \$339,423.85

Previous Change Order Amounts \$ 0.00

The Contract Sum is increased by this Change Order \$ 1,710.00

The total modified Contract Sum to date \$341,133.85

The Contract Time is unchanged.

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.

APPROVED: **CITY OF GRAND ISLAND**

By _____ Date _____
Mayor

Attest _____

Approved as to Form, City Attorney

ACCEPTED: **Diamond Engineering**

By *Paul C. Looney* Date 2/15/08

Work Change Directive

No. 1

Date of Issuance: December 3, 2007

Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Riverway Hike and Bike Trail	City of Grand Island	
Contract:	Date of Contract:	
Project No. STPB-40(53) C.N. 42428	October 15, 2007	
Contractor:	Engineer's Project No.:	
Diamond Engineering	007-1692	

You are directed to proceed promptly with the following change(s):

Item No.	Description
Adjust Manhole to Grade	New quantity for adjusting 3 sanitary manholes to grade.
# <u>570⁰⁰/EA</u>	

Attachments (list documents supporting change):

Attached are revised sheets for the alignment change along South Locust Street for trees planted is summer by NDOR from approximately Station 190+00 to Station 204+00.

Purpose for Work Change Directive:

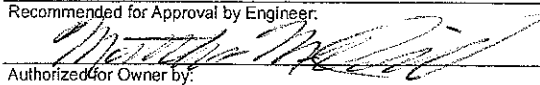
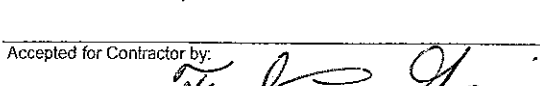
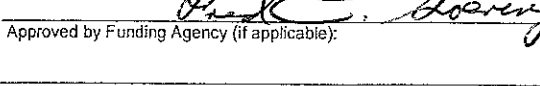
- ☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ 1,710⁰⁰ (increase)

Contract Time 0 (increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
	<u>2/7/08</u>
Authorized for Owner by:	Date
	
Accepted for Contractor by:	Date
	<u>2/6/08</u>
Approved by Funding Agency (if applicable):	Date:

RESOLUTION 2008-64

WHEREAS, on August 28, 2007, by Resolution 2007-209, the City Council of the City of Grand Island awarded the Diamond Engineering Company, of Grand Island, Nebraska, the bid in the amount of \$339,423.85, for the construction of the Riverway Hike and Bike Trail, Project STPB-40(53); and

WHEREAS, it has been determined that modifications to the work to be performed by the Diamond Engineering Company are necessary; and

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

WHEREAS, the result of such modification will increase the contract amount by \$1,710.00 for a revised contract price of \$341,133.85.

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 Diamond Engineering Company of Grand Island, Nebraska to provide the modifications set out as follows:

Adjustment of Three Sanitary Manholes to Grade..... \$1,710.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 21, 2008	☐ City Attorney



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G12

#2008-65 - Approving Modification to Golf Pro Contract

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks & Recreation Director

Meeting: February 26, 2008

Subject: Approving Modification to Golf Pro Contract

Item #'s: G-12

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

Background

After 30 plus years operating under a Golf Professional Contract that was based on both a base payment plus a commission, it was determined last year that a new Golf Professional Contract would be developed that was totally performance (commission) based. The former Golf Professional elected not to accept the new contract and thus a new Golf Professional was hired. The new contract involved many changes from the former contract including a modification to tournament green fees. The new contract allowed for a one year tournament pricing schedule that would automatically be changed for the 2008 golf season to charge full green fees for all tournaments.

Discussion

During negotiations last year a concern was raised by the Golf Professional regarding the effect of the radical fee change proposed for the tournaments currently offered by the City. The original change involved an increase from \$2.00 to \$10.00 for the green fees for the three designated tournaments identified on page 4 of the contract. This green fee change was to be followed with a full green fee charge for all tournaments beginning with the start of the 2008 golf season. This change would include all Men's Association Tournaments and would require full green fee payments as well. Previously, season pass holders were only required to pay the \$2.00 Capital Maintenance Fee to play in the Association Tournaments. Association members that were not season pass holders were required to pay full green fees.

In observing the situation this past golf season it has been determined that moving to the full green fee charge for all tournaments effective this year would be detrimental to the success of the tournaments and could potentially result in a further erosion of golf rounds played at Jack Rabbit Run. We are in a position, as are all golf courses in the area, of competing for a limited number of golfers with many courses available for those golfers

to play their golf. The Park and Recreation Department feels it is vitally important to provide a cost competitive product if we are going to be successful in our attempt to increase play at Jack Rabbit Run. Changing the green fee structure to full green fees for all participants in all tournaments would result in decreased play in tournaments and probably impact those golfers in such a way that they may decide to play all there golf at other courses.

NOTE FROM JEFF:

Despite the fact that Jack Rabbit Run has begun to experience a modest loss in annual profit, there are currently in place many positive and progressive revenue-producing components that many municipal golf courses do not enjoy. These would include in particular the \$2.00 per round Capital Maintenance Fee and the disallowance of private golf cars. Additionally, the new incentive-based contract with the Golf Pro creates a meaningful partnership between the City and the Pro that clearly ramps up the marketing effort at the course. We need to maintain a balance in pricing that supports the role of the Golf Pro in marketing the golf course in a very competitive environment.

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 modify the original Golf Professional contract to reflect a 60% of standard green fee costs for the three named tournaments as well as for any other named tournaments developed in the future. Staff further recommends that the Golf Professional Contract be modified to add a statement that allows for Association Tournament green fees to be the existing green fee or for a season pass holder, the payment of only the Capital Maintenance Fee. The final recommended change would eliminate the last sentence of page four paragraph one that currently states "In 2008 and beyond full fees will apply to all tournaments".

Sample Motion

Move to modify current Golf Professional Contact to reflect discussed changes.

**GOLF LICENSE AGREEMENT
BETWEEN
THE CITY OF GRAND ISLAND, NEBRASKA
AND
DON E. KRUSE**

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as "City" and Don E. Kruse, a golf professional and Director of Golf for Jackrabbit Run Golf Course, hereinafter referred to as "Manager".

WHEREAS, the City is the owner of Jackrabbit Run Golf Course and operates a municipal golf course and clubhouse therein; and

WHEREAS, Manager is a Class "A" PGA Golf Professional and Director of Golf for Jackrabbit Run Golf Course; and

WHEREAS, the City desires the services of someone to operate the snack bar concessions and serve as golf professional and Director of Golf for the Jackrabbit Run Golf Course and Manager is qualified to perform these services.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, the parties agree as follows:

1. **License.** The City grants to Manager the exclusive privilege of operating business concessions and rendering professional golf services at Jackrabbit Run Golf Course and clubhouse for the period of time commencing March 13, 2007 through December 31, 2011, in accordance with the terms and conditions hereinafter set forth. This license may be renewed for one additional four year term provided that the Manager has complied with all conditions set forth in this agreement to the satisfaction of the City and subject to the further approval of the City Council for such renewal period.

2. **Services.** Manager is to be recognized as the pro-manager of the Jackrabbit Run Golf Course and shall make professional golf services and concession services available to the patrons of said golf course at all reasonable times as determined by the Director of Parks & Recreation. Said services shall include, but not be limited to, the following: sale of alcohol, public relations, teaching, coaching, promotion of golf play, leagues and tournaments, pull carts, sales and rental of equipment from the pro shop, and operation of the driving range and facilities. The City will be responsible for motorized golf cart rentals as outlined in paragraph 14.

3. **Supervision by Manager.** In addition to the services to be rendered by Manager as set forth in paragraph 2, Manager agrees to supervise all activities within that part of the clubhouse and surrounding area designated by the City for use by the public, to supervise all personnel in the employ of Manager and to supervise the performance of such duties and services in the clubhouse, golf course, or adjacent thereto as may be included in this agreement,

including recreational programs in the areas needed for this purpose. Employees of the Manager shall remain on duty during the entire event for concession sales, and to lock the buildings at the close of all events and secure the premises.

4. **Maintenance.** Manager agrees to keep the clubhouse in a clean and sanitary condition at all times. This shall include the snack bar, public restrooms, public lounge, pro shop, and general interior and immediate exterior maintenance. All papers, rubbish, broken and empty bottles, garbage and other trash accumulating in the operation of the clubhouse shall be picked up by Manager or his designee and placed in suitable containers. Goods, bottles or empty containers shall not be sold, piled or stored outside of the clubhouse except upon written permission of the City. Manager shall keep concession premises in a neat, clean, orderly and sanitary condition at all times in conformance with the standards required by the Central District Health Department and the State Department of Health. The City will provide refuse containers and be responsible for refuse service. Manager agrees to keep all city golf carts in a clean and safe working condition at all times. This shall include washing and removal of trash after each round, examining each cart for damage after each round, staging golf carts in the morning and securing in the evenings. Assist maintenance staff in fueling/charging and taking care of damaged carts. Manager shall be responsible for charging electric carts and report all maintenance deficiencies to the City.

5. **Money Collection.** Manager agrees to collect greens fees and to issue greens fees tickets/tapes/cash register receipts; motorized golf cart rental fees, memberships, capital improvement fees, surcharges, and sales tax; to keep records of all such transactions; and to properly account for and remit to the City such documentation. Manager will be required to complete a daily sales report, which shall be balanced to match all rounds played and all motorized golf cart rentals. All transactions shall be remitted twice weekly or daily as determined by the City, during the season and as needed during the off season.

6. **Starting and Managing Play.** Manager agrees to provide supervisory services for the first and tenth tee of the golf course to control starting play. Manager further agrees to provide rangers or marshals when play is heavy or playtime starts to slow to an unacceptable pace.

7. **Inspection, Audit.** It is understood and agreed between the parties that the operation and services performed by Manager under this agreement shall be subject at all times to inspection and control by designated representatives of the City. Manager will confer only with said representatives on all problems of general policy in connection with this agreement. Manager shall permit the examination and audit of all books and records of Manager relating to this agreement by officers or representatives of the City and shall make said books and records available at all reasonable hours.

8. **Attendants.** Manager shall have adequate and efficient attendants on duty in readiness to serve the public at such times as necessary to provide concession and professional golf services. The City shall determine minimum operation time.

9. **Improvements.** Manager shall not remodel clubhouse or install any permanent fixtures or additions to the clubhouse without first obtaining the written approval of the City. All improvements shall become the property of the City upon termination of this agreement unless the parties hereto agree otherwise.

10. **Advertising.** Manager shall not display paid advertising outside the clubhouse, and advertising inside the clubhouse shall be confined to that portion of the clubhouse designated for the exclusive use of Manager. No display signs or advertising shall be placed on the grounds, building or affixed in any manner, except upon written approval of the Parks and Recreation Director in advance.

11. **City Supervision.** The City reserves the right to exercise general supervision and control over the clubhouse with respect to the management of advertising displays; staff employed; concessions; kind, character, and quality of goods dispensed; and the cleanliness and sanitation of the buildings and adjacent grounds. Manager shall operate under the provisions of this agreement in such a manner as to conform with all the ordinances of the City of Grand Island and the laws of the State of Nebraska, and shall give assistance to the City in seeking conformity with the ordinances of the City and laws of the State by public users. Further, Manager agrees to enforce all rules and regulations adopted by the City's Director of Parks & Recreation covering the conduct of the public and services offered in the use of the park property.

12. **City Equipment.** Manager shall exercise general supervision over and shall be responsible for the proper use and care of all equipment and furniture owned by the City now located in the clubhouse. Such property shall be maintained specifically for the use and convenience of all public users of the clubhouse. An inventory of this property, as taken by a representative of each of the parties, is marked Exhibit "A" and attached hereto and made a part hereof.

13. **Risk of Loss.** The City shall not be responsible for the property of Manager kept, stored, or maintained on the leased premises and assumes no responsibility for loss of Manager's property through fire, theft, pilferage, malicious mischief or any other happening whatsoever.

14. **Manager Compensation.** Manager shall be entitled to a percentage of the gross proceeds (described below) generated by operation of the snack bar, pro shop, alcohol sales and the provision of golf lessons. Manager will operate driving range and share with the City a percentage of gross revenues as detailed below. Any additional revenue generated as a result of the operation of Jackrabbit Run, other than outlined below shall belong and be paid to the City.

The City shall own and maintain the motorized golf cart rental fleet. In return for promoting and renting out motorized golf carts and keeping the fleet clean and presentable the City shall pay to the Manager a percent of the monthly gross revenue generated by motorized golf cart usage as detailed below. The following is the schedule of the remuneration for the Manager and the City.

	<u>Manager</u>	<u>City</u>
Annual Passes	8%	92%
(between the dates of 1/1/07 and 3/13/07)		
Green Fees	10%	90%
(includes annual passes & maintenance fees)	10%	90%
Driving Range (including range passes)	80%	20%
Carts	25%	75%
Concessions	98%	2%
Alcohol	75%	25%
Lessons	98%	2%
Pro Shop	98%	2%
Sponsor Income	98%	2%

Green fees for the Mayor's Cup, the Grand Island City Tournament and the Islander Two Man Scramble in 2007 will be paid to the City in the amount of ten dollars (\$10) per round, plus tax. All junior tournament green fees will be \$5.50 per round, plus tax. In 2008 and beyond full fees will apply to all tournaments.

Manager agrees to pay the owner 2% of the gross proceeds from the Junior Golf Program. Manager also agrees to pay one maintenance fee for the every nine holes of golf played by the juniors in said program.

All other league and tournament fees will go to the manager except for the green fees collected. Both the City and the Manager will be paid within twenty (20) days of receipt of the accounting report of revenue generated.

The City will reward for each year of this contract the Manager with a monetary amount based on the following schedule. Each year will commence October 1st and conclude September 30th for the term of this contract.

<u>Number of Rounds</u>	<u>Bonus</u>	<u>Carts</u>	<u>Bonus</u>
33,500 - 36,000	\$ 2,000.00	\$135,000-\$140,000	\$2,000.00
36,001 – 38,500	\$ 4,000.00	\$140,001-\$145,000	\$4,000.00
38,501 - 41,000	\$ 6,000.00	\$145,001-\$150,000	\$4,500.00
41,001 – 43,500	\$ 8,000.00	\$150,001-\$155,000	\$5,000.00
43,501 – 46,000	\$10,000.00	\$155,001-\$160,000	\$6,000.00

A collected capital maintenance fee will be counted as a round of golf. Cart bonus amount will be based on daily cart revenue not to include sales tax.

15. **High School Participation** The following rates shall apply to high school students, with a limit of 18 athletes per season:

	<u>Boys' Fee</u>	<u>Girls' Fee</u>	<u>Manager</u>	<u>City</u>
Season Pass	\$150.00	\$150.00	10%	90%
Range	\$250.00	\$250.00	80%	20%
Green Fees (Practice Rounds)	\$ 2.00 per round	\$ 2.00 per round	10%	90%
Green Fees (Meets):				
	\$7.45 per round		10%	90%
		\$5.25 per round	10%	90%

16. **Manager's Personnel.** It will be Manager's responsibility to employ the needed personnel to conduct the business and carry out the operations associated with the clubhouse which includes, but is not limited to, the concession operation, collection of fees, and custodial maintenance. Both parties recognize and agree that Manager is an independent contractor. Manager and his agents and employees shall not be considered to be employees of the City and shall not be eligible for any fringe benefits or premium pay from the City.

17. **Conflict of Interest.** During the term of this agreement, Manager shall not engage in the following activities within fifty (50) miles of the corporate limits of the City of Grand Island:

- a. Promoting in any way or manner golf activities, special events, tournaments or leagues at other than the city's golf course, except as approved by the City Parks and Recreation Director.
- b. Endorsing, either by name or other manner, the activities or special events at non-city golf courses.
- c. Participating in the operation of golf courses in activities such as the operation of the Pro Shop, the food and beverage operation, golf lessons, cart rental business, driving range or special events without the written permission of the City.
- d. Participating in the management of golf courses such as, but not limited to, establishing fees and charges or the selection, hiring and evaluation of staff.
- e. Displaying advertising or promotional materials for golf courses such as posters, wearing hats or other clothing items that display the name or logo of non-city of Grand Island golf courses.
- f. Being named or recognized as a Director of Golf, Head Golf Professional or other staff title at any non-city golf course.

This language shall not be construed to prohibit Manager or members of immediate family from having a financial interest in non-city golf courses or related developments; provided, however, that Manager must submit a written detailed description of such financial interest or the financial interest of any member of his immediate family to the City for approval.

Updated information must be submitted annually in a format determined by the City by January 31st of each year.

For purposes of this agreement, “immediate family” shall include any child residing in Manager’s household, Manager’s spouse, or an individual claimed by Manager as a dependent for federal income tax purposes.

18. **Concession Operation.** All materials, supplies and assistance required in the operation of the concession shall be furnished at Manager’s own expense. Manager agrees to conduct and operate the concession strictly in accordance with all the ordinances of the City of Grand Island and laws of the State of Nebraska now and hereafter in effect during the terms of this agreement and in a manner wholly acceptable to the City. Manager agrees to maintain a current liquor license and obey all laws and rules set forth by the State Liquor Control Commission. Manager agrees to keep all concession areas open seven (7) days of the week during such hours, meetings or special events as the City’s Director of Parks & Recreation shall determine.

19. **PGA License.** During the full term of this agreement, Manager must maintain a Class “A” PGA Golf Professional Classification. Should Manager cease to be a Class “A” Professional, this License Agreement shall immediately and automatically terminate and Manager shall no longer be entitled to the rights and privileges granted hereunder.

20. **Financial Statements.** Manager shall submit to the City annual financial statements of the operation not covered in paragraphs above by the terms of this License Agreement. Said financial statement shall include a detailed operating statement setting forth all operating revenues not covered in paragraph No. 5 and personnel service costs and other operating expenses in accordance with the requirements set by the Finance Director of the City. Annual financial statements shall be due by November 1st of each year this agreement is in force and effect. In the event that this agreement is terminated, either at its expiration or for any other reason during the course of a calendar year, a financial statement shall be required within thirty (30) days of such termination covering the period from the prior financial statement to date of termination. In addition, the City may conduct its own audits during the terms of this agreement and for a period of one year thereafter pursuant to paragraph 7 above.

21. **Free Play.** Manager, members of the PGA of America and any assistants registered in the PGA Assistant Program may play the course at no cost. Jackrabbit Run PGA staff shall be allowed to use golf carts at no cost. The names of the PGA members and assistants shall be given to the Director of Parks & Recreation. Except for the preceding, special privileges shall not be granted to anyone under any circumstances. Failure to comply will result in termination and cancellation of said contract as outlined in paragraph 25.

22. **Equal Employment.** Neither Manager nor anyone acting under or by virtue of the terms of this agreement shall discriminate against employees or applicants for employment with respect to such person’s hire, tenure, terms, conditions or privileges of employment because of such person’s race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Neb. Rev. Stat., §48-1122, as amended; nor shall Manager

nor anyone acting under or by virtue of the terms of this agreement discriminate against any such patron of said golf course or against anyone else because of race, color, religion, sex, disability, national origin, ancestry, age or marital status. Special privileges shall not be granted to anyone under any circumstance.

23. **Insurance.** Manager shall indemnify and save harmless the City of Grand Island, Nebraska, from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the License Agreement that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Manager to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City.

Manager shall take out and maintain during the life of this agreement the applicable statutory workers compensation insurance with an insurance company authorized to write such insurance in this state covering all of his employees.

Manager shall secure and maintain in full force and effect during the entire period of this agreement, public liability insurance, naming and protecting manager and the City, its officials, employees, and volunteers as insureds, against claims for damages resulting from (a) bodily injury, including wrongful death (b) personal injury liability and (c) property damage for all operations of Manager, his agents and employees under and by virtue of the terms of this agreement. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury and Property Damage	\$2,000,000 Each Occurrence
Personal Injury Damage	\$1,000,000 Each Occurrence
Contractual Liability	\$1,000,000 Each Occurrence
Products Liability	\$1,000,000 Each Occurrence

The public liability insurance required by the preceding paragraph shall include the following extension of coverage:

- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
- b. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- c. Contractual liability shall be included.
- d. Products liability coverage shall be included.
- e. Personal injury liability shall be included.

The Manager shall take out and maintain during the life of this agreement such automobile liability insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damages which may arise from the operations of any owned, hired or non-owned automobiles used by or for Manager in any capacity in connection with the carrying out of this agreement. The minimum acceptable limits of liability to be provided by such automobile liability insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
-----------------------------------	-----------------------------------

All liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of not less than A:VII unless specific approval has been granted by the City.

All certificates of insurance shall be filed with the City on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage required by this section and showing the City as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days notice of cancellation, non-renewal, or any material reduction of insurance coverage.

24. **Assignment.** This agreement shall not be assigned or sold, nor the premises sublet in whole or in part by the Manager except with the prior written consent of the City.

25. **Terminations and Cancellation.** It is an express condition of this License Agreement that Manager shall do and perform the agreement as set out herein.

If Manager breaches any of the terms of this agreement or fails to make payments provided for herein, the City may, upon thirty (30) days written notice, cancel and terminate this License Agreement if such breach or failure is not cured within such 30 day notice period.

For good and substantial cause, including but not limited to, by Manager or any employee of the Manager, continued absenteeism, drunkenness, alcohol or drug abuse, illegal gambling or conduct which reflects discredit on the City or is a direct hindrance to the effective performance of this agreement or in the event City shall conclude that the operation of said concession in any respect is substantially detrimental to the best interest of the City, City may, upon written notice delivered to Manager personally or to the clubhouse, terminate said agreement and order Manager to vacate the premises immediately, all without further liability to the City.

The exercise of any remedy provided herein shall not preclude the City from exercising any other remedy, legal or equitable that it may have.

Either party may terminate this agreement with or without cause by giving ninety (90) days written notice to the other party, at any time during this license.

26. **Complete Agreement.** This License Agreement constitutes the entire agreement between the parties for the stated period and supersedes all previous agreements and resolutions. There are no oral agreements nor is this license based upon any oral representation covering the subject matter of this License.

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

By: _____

Don E. Kruse, Manager
Jackrabbit Run Golf Course

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Don E. Kruse, known personally to me to be the identical person and such officer who signed the foregoing License Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of the corporation.

WITNESS my hand and notarial seal the date above written.

Notary Public

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____

Margaret Hornady, Mayor

Attest: _____

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

Before me, a notary public, qualified in said County personally came Margaret Hornady, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing License Agreement and acknowledged that the foregoing signature was her voluntary act and deed pursuant to Resolution 2007-59, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal on _____, 2007.

Notary Public

Exhibit “A”

Two Beer Coolers

One Ice Machine

One Range Picker and Cart

One Beverage Cart

* Range Balls

* Range Ball Washer

* Hot Dog Machine

* Coffee Pot

* Microwave

* Serving Cart

* Items marked are provided by the City but will be the Manager's responsibility to replace or repair as needed. If these are replaced, they shall then become the property of the manager.

RESOLUTION 2008-65

WHEREAS, on March 13, 2007, by Resolution 2007-59, the City Council of the City of Grand Island awarded Don E. Kruse of Grand Island, Nebraska, a contract for the operation and management services for Jackrabbit Run Golf Course; and

WHEREAS, in order to provide a cost competitive product, it has been determined that modifications to the contract are necessary relating to green fees for tournaments; and

WHEREAS it is recommended that the original contract for the operation and management of service for Jackrabbit Run Golf Course be amended to reflect a 60% of standard green fee costs for tournaments held at the course; and

WHEREAS, it is further recommended that the contract be modified to allow for Association Tournament green fees to be the existing green fee or for a season pass holder, the payment of only the Capital Maintenance Fee; and

WHEREAS, it is further recommended that the sentence "In 2008 and beyond full fees will apply to all tournaments" on page four of the contract be deleted.

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 a revised contract between the City of Grand Island and Don E. Kruse of Grand Island, Nebraska, for the operation and management services for Jackrabbit Run Golf Course.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 22, 2008	☐ City Attorney



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G13

**#2008-66 - Approving Bid Award for Purchase of Furnishings for
Building 6 Expansion for Waste Water Treatment Plant**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 26, 2008

Subject: Approving Bid Award for Purchase of Furnishings for Building 6 Expansion for Waste Water Treatment Plant

Item #'s: G-13

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

Background

On January 23, 2008 the Waste Water Division of the Public Works Department advertised for bids to purchase furnishings for Building 6 expansion at the Waste Water Treatment Plant. This expansion allows for additional office space at the Plant.

Discussion

Three bids were received and opened on February 7, 2008. The Waste Water Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed all bids.

Bidder

Surroundings, LLC of Lincoln, Nebraska

Price

\$20,862.62

(Incomplete bid – did not include 2 Drafting Tables).

*The cost when added into this bid would be more than Eakes Office Plus.

Eakes Office Plus
of Grand Island, Nebraska

\$21,684.00

Office Net of Grand Island, Nebraska

\$22,848.10

The bid of \$21,684.00 from Eakes Office Plus of Grand Island, Nebraska meets the bid specifications and is under the estimate of \$25,000.00.

Funds are available in account number 53030054-85612-53006.

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 Eakes Office Plus of Grand Island, Nebraska in the amount of \$21,684.00.

Sample Motion

Move to approve bid award to Eakes Office Plus of Grand Island, Nebraska in the amount of \$21,684.00.

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: February 7, 2008 at 11:00 a.m.

FOR: Furnishings for Building Six (6) Expansion for WWTP

DEPARTMENT: Public Works

ESTIMATE: \$25,000.00

FUND/ACCOUNT: 53030054-85612-53006

PUBLICATION DATE: January 23, 2008

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>Surroundings, LLC</u> Lincoln, NE	<u>Eakes Office Plus</u> Grand Island NE
Bid Security:	Liberty Mutual Insurance Co.	\$1,085.00
Bid Price:	\$20,862.62	\$21,684.00
Bidder:	<u>Office Net</u> Grand Island NE	
Bid Security:	\$1,200.00	
Bid Price:	\$22,848.10	

cc: Steve Riehle, Public Works Director
Ben Thayer, WWTP Supt.
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director
Catrina Delosh, PW Admin. Assist.
Wes Nespor, Assist. City Attorney
Jeff Pederson, City Administrator

RESOLUTION 2008-66

WHEREAS, the City of Grand Island invited sealed bids for Furnishings for Building Six (6) Expansion for the Wastewater Treatment Plant, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on February 7, 2008, bids were received, opened and reviewed; and

WHEREAS, Eakes Office Plus of Grand Island, 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 \$21,684.00; and

WHEREAS, the bid of Eakes Office Plus is less than the estimate for Furnishings for Building Six (6) Expansion for the Wastewater Treatment Plant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Eakes Office Plus in the amount of \$21,684.00 for Furnishings for Building Six (6) Expansion for the Wastewater Treatment Plant is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G14

**#2008-67 - Approving Acquisition of Sanitary Sewer Utilities
Easement in Springdale Second Subdivision (Karen J. Bredthauer)**

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

RESOLUTION 2008-67

WHEREAS, a sanitary sewer easement is required by the City of Grand Island, from Karen J. Bredthauer, to construct and maintain the utilities and drainage between Springdale Second Subdivision and North Road; and

WHEREAS, a public hearing was held on February 26, 2008, for the purpose of discussing the proposed acquisition of an easement comprising a part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty Three (23), Township Eleven (11), Range Ten (10), all in the City of Grand Island, Nebraska, more particularly described as follows:

Beginning at the Southeast Corner of said Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$); thence running northerly along the east line of said Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), on an assumed bearing of N00°00'05"W, a distance of One Hundred Eighty One and Sixty Eight Hundredths (181.68) feet, to the actual point of beginning; thence running S75°05'05"W, a distance of One Hundred Fifty Seven and Ninety Eight Hundredths (157.98) feet; thence running N89°31'20"W, a distance of Five Hundred Eight and Fifteen Hundredths (508.15) feet, to a point on the easterly line of Springdale second subdivision; thence running N00°00'00"E, along the easterly line of Springdale Second Subdivision, a distance of Twenty (20.0) feet; thence running S89°31'20"E, a distance of Ninety Six and Eighty Nine Hundredths (96.89) feet; thence running N00°00'15"E, a distance of One Hundred Ninety Eight and Thirty Two Hundredths (198.32) feet; thence running S89°59'44"E, a distance of Twenty (20.00) feet; thence running S00°00'15"W, a distance of One Hundred Ninety Eight and Forty Nine Hundredths (198.49) feet; thence running S89°31'20"E, a distance of Three Hundred Eighty Eight and Seventy Three Hundredths (388.73) feet; thence running N75°05'05"E, a distance of One Hundred Sixty and Sixty Hundredths (160.60) feet, to a point on the East line of said Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$); thence running S00°00'05"E, along the east line of said Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), a distance of Twenty and Seventy Hundredths (20.70) feet, to the actual point of beginning and containing 0.397 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 sanitary sewer easement from Karen J. Bredthauer, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form	by _____
February 22, 2008	City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G15

**#2008-68 - Approving Designating No Parking Zones for
Westbound US Highway 30 (2nd Street) Detour**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 26, 2008

Subject: Approving Designating No Parking Zones for westbound US Highway 30 (2nd Street) Detour

Item #'s: G-15

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

Background

Council action is required to designate No Parking on any public street. The Nebraska Department of Roads (NDOR) is working with the City of Grand Island Public Works Department on a joint project to widen US Highway 30 (2nd Street) from a 4-lane to a 5-lane roadway. The existing road is 50' wide and the new roadway will be 64' wide. Approximately 7' of widening occurs on both the north side and south side of 2nd Street.

Discussion

In conjunction with the widening project, westbound US Highway 30 traffic will be detoured to 3rd street. West bound US Highway 30 (2nd Street) traffic will be detoured over to 3rd Street at Clark Street and brought back onto 2nd Street at Grant Street.

In order for traffic to flow smoothly and prevent congestion NDOR's Project Manager has requested that parking be restricted as follows:

Grant Street	No Parking on both sides of the street from 2 nd - 3 rd Street
Clark Street	No Parking on the east side from 2 nd Street south for 1/2 block to the alley
	No Parking on the west side from 2 nd Street north for 1/2 block to the alley
3 rd Street	No Parking on either side of the street from Grant - Clark Street

The parking restrictions will be in effect from the project beginning date of March 17, 2008 thru Fall of 2008, as long as the detour is in place.

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 No Parking restrictions for the westbound US Highway 30 (2nd Street) detour.

Sample Motion

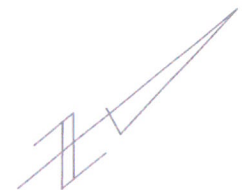
Move to approve the No Parking restrictions for the westbound US Highway 30 (2nd Street) detour.



Grant Street No Parking on both sides of street from 2nd to 3rd

Clark Street No Parking on east side from 2nd Street south for 1/2 block to the alley
No Parking on west side from 2nd Street north for 1/2 block to the alley

3rd Street No Parking on either side of the street from Grant Street to Clark Street





RESOLUTION 2008-68

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

WHEREAS, due to the widening project of US Highway 30 (2nd Street), the Public Works Department is requesting that No Parking be allowed on both sides of Grant Street from Second Street to Third Streets; on the east side of Clark Street from Second Street south for half a block to the alley; on the west side of Clark Street from Second Street north for half a block to the alley; and, on either side of Third Street from Grant Street to Clark Street; and

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

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

1. A No Parking Zone is hereby designated on both sides of Grant Street from Second Street to Third Street.
2. A No Parking Zone is hereby designated on the east side of Clark Street from Second Street south for half a block to the alley.
3. A No Parking Zone is hereby designated on the west side of Clark Street from Second Street north for half a block to the alley.
4. A No Parking Zone is hereby designated on either side of Third Street from Grant Street to Clark Street.
5. The No Parking Zone restrictions shall take effect March 17, 2008.
6. The City's Streets Division of the Public Works Department shall erect and maintain the signs necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
February 21, 2008	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G16

**#2008-69 - Approving Amendment to Resolution 2008-47
Regarding Structural Firefighters Protective Clothing**

Staff Contact: Jim Rowell

Council Agenda Memo

From: Troy Hughes, Training Division Chief
Meeting: February 26, 2008
Subject: Amendment to Resolution #2008-47
Item #'s: G-16
Presenter(s): Jim Rowell, Fire Chief

Background

On February 12, 2008, the Council approved Resolution #2008-47. This resolution gave authorization to purchase 56 sets of protective clothing from Municipal Emergency Services, Inc of Fremont, Nebraska at a cost of \$82,721.

Discussion

At the present time the fire department has only 54 members who need protective clothing. This amendment proposes that only 54 sets of protective clothing be purchased at this time. Additionally, the protective clothing committee identified two additional needs related to the design of the protective clothing after evaluating all bids. 1) The need for additional padding on the knees, and; 2) Additional protection on the pockets of the pants. Neither of these items was included in the original bid specifications. Municipal Emergency Services identified the cost of adding these two items as \$37 per set of protective clothing. Knee padding - \$20/set and protection on pocket \$17/set. It is the opinion of the protective clothing committee that these modifications will extend the useful life of the protective clothing therefore resulting in a better value to the department.

The original resolution authorized \$82,271 to be spent on protective clothing. With the reduction of two sets of clothing and the two modifications to the original specification, the total expenditure drops to \$81,756. These changes are within the rules of the federal grant that is providing 90% of the funding for this purchase. These changes will result in a grant balance of \$956 that can be utilized to purchase other protective clothing like firefighting boots or firefighting gloves. No grant funding will be lost as a result of this change.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the amendment to Resolution #2008-47.

Sample Motion

Move to amend Resolution #2008-47 to allow the purchase of 54 sets of protective clothing with the additional padding and reinforcement which results in a reduction of the awarded bid to Municipal Emergency Services from \$82,712 to \$81,756.

R E S O L U T I O N 2008-69

WHEREAS, on February 12, 2008, by Resolution 2008-47, the City Council of the City of Grand Island awarded Municipal Emergency Services, Inc., of Fremont, Nebraska, the bid in the amount of \$82,712.00, for the purchase of 56 sets of protective clothing for firefighters; and

WHEREAS, it has been determined that only 54 sets of protective clothing for city firefighters needs to be purchased at this time; and

WHEREAS, the result of such determination will decrease the purchase price amount by \$956.00 for a revised purchase price of \$81,756.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to Resolution 2008-47 for the purchase of 54 sets of protective clothing for city firefighters for the amended purchase price of \$81,756.00, from Municipal Emergency Services, Inc., of Fremont, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G17

**#2008-70 - Approving Demonstration Grant Contract with
Nebraska Children and Families Foundation**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Meeting: February 26, 2008

Subject: Approve Demonstration Grant Contract with Nebraska Children & Families Foundation

Item #'s: G-17

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The *Coalition for Children* was formed in September 2004 by a small group of human service professionals who shared a concern about the large number of youth in the foster care and social service systems in Hall County. In 2007, the City received a grant from the Nebraska Children and Families Foundation for the Coalition for Children to build community collaboration to improve the local service system to children. Grand Island was one of three Nebraska communities chosen to pilot this collaboration building project. Ogallala and Valentine are also Demonstration grant recipients.

This grant has allowed the Coalition to hire a Coordinator, create a year-long collaboration building curriculum to train a Leadership Team, and given the Steering Committee an opportunity to meet with NCFE staff, state Health and Human Services staff, and others at the state level who work with or fund programs that affect children and families.

The Leadership Team meets monthly and is comprised of 15 community representatives from a variety community of groups and organizations. A new team will be selected annually. Steering Committee members participate in monthly phone conferences and quarterly workshops with Nebraska Children and Families staff. These meetings provide opportunity for more intensive training than is provided in monthly Leadership Team meetings and each of the grantee communities provides local data about the needs of children and families to staff in state level programs. This is the second year of funding of a three-year grant cycle.

Discussion

The Nebraska Children and Families Foundation (NCFF) has awarded \$26,489.40 to the City of Grand Island to support the activities of the Coalition for Children to build collaboration, coordinate Leadership Team activities, and pay the salary of a part-time Coordinator. As mentioned in the Council Memo for the NCFF Continuation grant, a portion of this grant has been allocated for the Multicultural Coalition. The grant contract period is 1/1/08 - 12/31/08. The City will serve as fiscal agent. An award letter and contract have been received by the City and need to be signed by the Mayor to accept the grant award.

Alternatives

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

1. Approve the Demonstration grant contract with the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents
2. Refer the issue to a Committee
3. Postpone the issue to future date

Recommendation

City administration recommends that Council approve the Demonstration grant contract with the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents

Sample Motion

Move to approve the Demonstration grant contract with the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents.

LETTER OF AGREEMENT

Between the

NEBRASKA CHILDREN AND FAMILIES FOUNDATION

And

CITY OF GRAND ISLAND

This Agreement is entered into by and between the Nebraska Children and Families Foundation (hereinafter the "Foundation") and City of Grand Island (hereinafter the "Contractor"). The Foundation hereby awards a grant to the Contractor in Hall County in Nebraska for the purpose of implementing family preservation and support services.

1. Term of Agreement. This Agreement shall be in effect from **January 1, 2008 – December 31, 2008**, unless otherwise terminated as provided hereinbelow.
2. Scope of Services by Contractor. **SERVICES TO BE PROVIDED:** The original Proposal, submitted to the Foundation by Joni Kuzma and David Springer on May 3, 2006, becomes part of this agreement.
3. Consideration. Based on the approved budget, the Foundation agrees to pay the Contractor a maximum of \$26,489.40 in which payments will be made as follows:
 - **\$6,622.35** upon submission of requested banking information
 - **\$6,622.35** upon the Foundation's receipt of this fully executed original Letter of Agreement
 - **\$6,622.35** on approximately July 1, 2008
 - **\$6,622.35** upon receipt and approval of a six-month progress report demonstrating satisfactory progress in meeting the goals and objectives outlined in the Proposal and a six-month Budget Expenditure Report with Detail.

Our understanding is that these funds will be spent according to the approved budget. Any changes in this approved budget that exceed 15% of any line item, as well as any changes in key personnel, must be submitted in writing and approved in advance by the Foundation. Contractor is responsible for any and all costs associated with the production and delivery of reports and other administrative costs. No other charges may be submitted under the terms of this Agreement without prior approval and agreement of the Foundation.

4. Required Reports. The Contractor agrees to submit Progress and Budget Expenditure Reports to the Foundation according to the following schedule:

<u>Report Name</u>	<u>Due On or Before</u>	<u>Covering the Period of</u>
Six-Month Progress Reports	July 31, 2008	January 1 – June 30, 2008
Six-Month Budget Expenditure Report	July 31, 2008	January 1 – June 30, 2008
Twelve Month Progress Reports	January 31, 2009	July 1 – December 31, 2008
Twelve Month Budget Expenditure Report	January 31, 2009	July 1 – December 31, 2008

The Contractor agrees to consult with the Foundation in order to submit appropriate evaluation reports as part of the six-month and twelve-month reports. The Contractor will consult with

Barb Jackson, Evaluator, to identify whether results mapping tools will be utilized to answer local evaluation questions.

One (1) original copy of the Progress Report and Budget Expenditure Report should be submitted to Anna Seckman at the Foundation office at 215 Centennial Mall South, Suite 200; Lincoln, NE 68508. Local evaluation data, if applicable, will be submitted to Barb Jackson, Ph. D. at the University of Nebraska Medical Center; Munroe-Meyer Institute; 985450 Nebraska Medical Center; Omaha, NE 68198-5450.

5. Foundation Obligations. The Foundation shall provide technical assistance and consultation, upon request, and as agreed upon by the Foundation and the Contractor. The Foundation in connection with the grant will provide ongoing technical assistance and training.
6. Grant Funds. All grant funds must be used only for the purposes described in this Agreement and substantially in accordance with the approved budget. The grant funds may not be expended for any other purpose without the Foundation's prior written approval. Any funds not expended for the purposes of the grant during the grant term must be immediately returned to the Foundation. A request for a no cost time extension may be submitted to and must be approved by the Foundation prior to the end of the initial grant term.
7. Grant Reporting. If any report is not received in a timely manner, the Foundation may withhold further grant payments until the report is received, and may terminate the grant if the report is not received within thirty (30) days following the date on which it is due.
8. Access to Records. The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the Foundation under this Agreement and to allow free access at reasonable times by duly authorized representatives of the Foundation to such records for the purposes of making audits, examinations, excerpts, transcripts, and verifications or program evaluations as the Foundation deems necessary concerning the grant. Such access to records by the Foundation shall continue beyond the termination date of this Agreement for a period of three (3) years.
9. Foundation Acknowledgement. The Foundation requires all funded programs under contract to acknowledge and recognize the Nebraska Children and Families Foundation as a funding source. The Foundation requires and authorizes programs to use the Nebraska Children and Families Foundation logo on all printed materials including, but not limited to, letterhead, brochures, newsletters, etc. In addition, the Nebraska Children and Families Foundation must be acknowledged as a funding source in press releases, newspaper articles and in other applicable media sources. The Foundation will provide their logo in camera-ready format for immediate use on printed material. Failure to comply with this policy may hinder future funding by the Foundation. Proof of compliance may be required at any time.
10. Incorporation. All references in this Agreement to laws, rules, regulations, guidelines, and directives to be followed by either party in performing the obligations of this Agreement shall be deemed incorporated by reference, and made a part of this Agreement as though fully set forth. It shall also be stated that the Contractor qualifies as a charitable organization under Section 501 (c) 3 of the Internal Revenue Code or as a nonprofit organization whose mission and work is of a charitable nature or as a government sub-division.
11. Confidentiality. The Contractor agrees that any and all information obtained from the Foundation or from other parties in regard to a parent or youth shall be held in the strictest confidence and shall be released to no one other than the Foundation, without the prior written authorization of the Foundation or by written court order or valid statutory authorization,

provided, that contrary contract provisions set forth hereinabove shall be deemed to authorize specific exceptions to this general confidentiality provision. Any requests for information, regarding the parent or youth or the youth's family, submitted to the Contractor shall be referred or forwarded to the Foundation.

12. Non-Discrimination. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provision in all sub-contracts for services allowed under this Agreement under any program or activity.
13. Assignability. The Contractor agrees not to assign or transfer any interest, rights, or duties in this contract to any person, firm, or corporation without prior written consent of the Foundation.
14. Sub-Contractors. The Contractor agrees that no sub-contractors shall be utilized in the performance of this Agreement without the prior written authorization of the Foundation.
15. Amendment. This Agreement may be amended at any time in writing upon the agreement of both parties.
16. Cancellation. Either party hereto may cancel this Agreement for any reason upon thirty (30) days written notice to the other party. If it is determined that the Contractor's practices are harmful to the youth/family, abusive and/or contrary to Foundation philosophy, the Agreement can be canceled immediately upon written notice. In the event of termination for cause, the Foundation may seek to recapture all or a portion of funds expended, in conformance with the legal rights and liabilities of the parties. Payment for services provided to the date of the termination will be based on the rates specified in Paragraph 3.
17. Breach of Contract. Should the Contractor be determined to be in breach of this Agreement, the Foundation, at its discretion, may upon written notice to the Contractor terminate the Agreement immediate or specify a process with necessary actions and time frames for the Contractor to be in compliance with the Agreement. The Foundation shall pay the Contractor only for such care or service as has been properly provided. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
18. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, the Foundation cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, the Foundation may terminate the Agreement or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. The Foundation shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice

or the actual effective date of the state and/or federal funding reduction, whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the Foundation.

19. Copyright. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this Agreement. The Foundation and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.
20. Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, and any employee or other person acting on behalf of the Contractor in performance of this Agreement, shall be deemed to be an independent Contractor(s) during the entire term of the Agreement or any renewal or amendments thereof. Contractor shall not receive any additional compensation in the form of wages or benefits for services rendered pursuant to and which are not specifically set forth in this Agreement.
21. Hold Harmless. The Contractor agrees to hold the Foundation, its employees, agents, assigns and legal representatives harmless for all loss or damage sustained by any person as a result of the negligent or willful acts by the Contractor, its officers, employees, or agents in the performance of this Agreement, including all associated costs of defending such claims. All Claims on behalf of any person arising out of employment or alleged employment, including without limit claims of discrimination against the Contractor, its officers, its agents, shall in no way be the responsibility of the Nebraska Children and Families Foundation. The Contractor will hold Nebraska Children and Families Foundation harmless from any and all such claims, including all associated costs of defending such claims.
22. Workers Compensation. The Contractor agrees to maintain for the term of this agreement, workers compensation coverage as required by the State in which the Contractor maintains the home office. The Contractor must provide to the Foundation within thirty (30) days of execution of this agreement a certificate of insurance for the above insurance. Notice of cancellation of these insurance policies must be submitted to the Foundation when issued and a new coverage binder shall be submitted immediately to insure no break in coverage. If the Contractor subcontracts for certain aspects of the work involved in this Agreement, it shall ensure that the subcontractor has obtained workers compensation insurance and have proof of such insurance on file.
23. Overpayments. Should the Foundation overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify the Foundation within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Foundation and that the Foundation retains the right to recover any and all amounts overpaid. The Foundation reserves the right to offset overpaid amounts by withholding or reducing future payments.
24. Drug Free Workplace. The Contractor assures the Foundation that they have and maintain a Drug-Free Workplace Policy and that it will provide the Foundation with a copy of the policy upon request by the Foundation.
25. Lobbying. (1) If the Contractor receives federal funds through the Foundation, for full or partial payment under this Agreement, then no Federal appropriated funds will be paid, by or on

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behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or (a) the awarding of any Federal contract; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Executed by the parties or their duly authorized representatives on the dates indicated below.

FOR THE FOUNDATION:

Mary Jo Parkoke 2/1/08
Mary Jo Parkoke, President Date
Nebraska Children and Families Foundation

FOR THE CONTRACTOR:

Margaret Hornady, Mayor Date
City of Grand Island

RESOLUTION 2008-70

WHEREAS, the Coalition for Children was formed in September, 2004, by service professionals who shared a concern about youth in the foster care and social service systems in Hall County; and

WHEREAS, the Coalition formed a community collaborative to create a community climate where children are valued, safe, and health;

WHEREAS, in December 2007, the City of Grand Island was awarded a grant in the amount of \$26,489.40, from the Nebraska Children and Families Foundation for the Coalition for Children to build collaboration, coordinate Leadership Team activities and pay the salary of a part-time Coordinator; and

WHEREAS, the City of Grand Island will serve as fiscal agent for the grant period which runs January 1, 2008 through December 31, 2008; and

WHEREAS, an award letter and contract have been received by the city and must be signed by the Mayor in order to accept the grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract for the Demonstration Grant 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 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 21, 2008	☐ City Attorney



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G18

**#2008-71 - Approving Continuation Grant Contract with Nebraska
Children and Families Foundation**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Council Meeting: February 26, 2008

Subject: Approve Continuation Grant Contract with
Nebraska Children & Families Foundation

Item #'s: G-18

Presenter(s): Joni Kuzma, Community Development
Administrator

Background

In October 2007, the City of Grand Island applied for a Continuation grant from the Nebraska Children and Families Foundation (NCFF.) This is the 11th year the City has applied for this grant to support youth leadership development in Grand Island. The Community Youth Council (CYC) has been the applicant group for the grant since it was formed in 1997. The early grant years funded a CYC Coordinator but over the years, the position was absorbed by existing City staff and grant funds disbursed to two other community programs.

The past few years, Youth Leadership Tomorrow and the Multicultural Coalition have been the primary recipients of actual grant dollars funneled through the City as pass-through funds. The grant this year allocated funds to the Community Youth Council and Youth Leadership Tomorrow. NCFF moved the funding for the Multicultural Coalition into a different grant that the City also receives from them. Wendy Meyer-Jerke, City of Grand Island Public Information Officer, is the current CYC coordinator.

Discussion

The Nebraska Children and Families Foundation (NCFF) has awarded \$14,064.50 to the City of Grand Island to support the activities of the Community Youth Council and to offset program costs for Youth Leadership Tomorrow. The grant contract period is January 1, 2008 - December 31, 2008. The City will serve as fiscal agent. An award letter and contract have been received by the City and need to be signed by the Mayor to accept the grant award.

Alternatives

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

1. Approve the Continuation grant contract with Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

Recommendation

City Administration recommends that the Council approve the Continuation grant contract with Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve the Continuation grant contract with Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents.

LETTER OF AGREEMENT

Between the

NEBRASKA CHILDREN AND FAMILIES FOUNDATION

And

COALITION FOR CHILDREN

This Agreement is entered into by and between the Nebraska Children and Families Foundation (hereinafter the "Foundation") and Coalition for Children (hereinafter the "Contractor"). The Foundation hereby awards a grant to the Contractor in Nebraska for the purpose of implementing family preservation and support services.

1. Term of Agreement. This Agreement shall be in effect from **January 1, 2008 through December 31, 2008**, unless otherwise terminated as provided hereinbelow.
2. Scope of Services by Contractor. **SERVICES TO BE PROVIDED:** The Proposal, submitted to the Foundation by Joni Kuzma on 10/19/2007, becomes part of this agreement.
3. Consideration. Based on the approved budget, the Foundation agrees to pay the Contractor a maximum of \$14,062.50 in which payments will be made as follows:
 - **\$3515.62** upon submission of requested banking information
 - **\$3515.62** upon the Foundation's receipt of this fully executed original Letter of Agreement and the final progress report data from the 2007 grant
 - **\$3515.63** on approximately July 1, 2008
 - **\$3515.63** upon receipt and approval of a six-month progress report demonstrating satisfactory progress in meeting the goals and objectives outlined in the Proposal and a six-month Budget Expenditure Report with Detail

Our understanding is that these funds will be spent according to the approved budget. Any changes in this approved budget that exceed 15% of any line item, as well as any changes in key personnel, must be submitted in writing and approved in advance by the Foundation. Contractor is responsible for any and all costs associated with the production and delivery of reports and other administrative costs. No other charges may be submitted under the terms of this Agreement without prior approval and agreement of the Foundation.

4. Required Reports. The Contractor agrees to submit Progress and Budget Expenditure Reports to the Foundation according to the following schedule:

<u>Report Name</u>	<u>Due On or Before</u>	<u>Covering the Period of</u>
Six-Month Progress Reports	July 31, 2008	January 1, 2008 – June 30, 2008
Six-Month Budget Expenditure Report	July 31, 2008	January 1, 2008 – June 30, 2008
Twelve Month Progress Reports	January 31, 2009	July 1, 2008 – December 31, 2009
Twelve Month Budget Expenditure Report	January 31, 2009	July 1, 2008 – December 31, 2009

The Contractor agrees to use the Grantee Evaluation and Reporting Requirements Guidebook and to submit appropriate evaluation reports as part of the six-month and twelve-month reports. The evaluation reporting forms and instructions for completing them are located on our web page at www.nebraskachildren.org. Click on the Grants link on the home page and then on the Evaluation and Reporting Requirements link on the grants page to find this information. The Contractor will consult with Barb Jackson, Evaluator, to identify whether results mapping tools will be utilized to answer local evaluation questions.

One (1) original copy of the Budget Expenditure Report should be submitted to the Foundation office at 215 Centennial Mall South, Suite 200; Lincoln, NE 68508. Local evaluation data, if applicable, will be submitted to Barb Jackson, Ph. D. at the University of Nebraska Medical Center; Munroe-Meyer Institute; 985450 Nebraska Medical Center; Omaha, NE 68198-5450.

5. Foundation Obligations. The Foundation shall provide technical assistance and consultation, upon request, and as agreed upon by the Foundation and the Contractor. The consultant assigned to this agreement is Gay McTate. Gay can be reached by phone at 402-391-2477 or by email at gmctate@cox.net. The Foundation in connection with the grant will provide ongoing technical assistance and training on the Results Mapping and Outcome Engineering Evaluation Tools.
6. Grant Funds. All grant funds must be used only for the purposes described in this Agreement and substantially in accordance with the approved budget. The grant funds may not be expended for any other purpose without the Foundation's prior written approval. Any funds not expended for the purposes of the grant during the grant term must be immediately returned to the Foundation. A request for a no cost time extension may be submitted to and must be approved by the Foundation prior to the end of the initial grant term.
7. Grant Reporting. If any report is not received in a timely manner, the Foundation may withhold further grant payments until the report is received, and may terminate the grant if the report is not received within thirty (30) days following the date on which it is due.
8. Access to Records. The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the Foundation under this Agreement and to allow free access at reasonable times by duly authorized representatives of the Foundation to such records for the purposes of making audits, examinations, excerpts, transcripts, and verifications or program evaluations as the Foundation deems necessary concerning the grant. Such access to records by the Foundation shall continue beyond the termination date of this Agreement for a period of three (3) years.
9. Foundation Acknowledgement. The Foundation requires all funded programs under contract to acknowledge and recognize the Nebraska Children and Families Foundation as a funding source. The Foundation requires and authorizes programs to use the Nebraska Children and Families Foundation logo on all printed materials including, but not limited to, letterhead, brochures, newsletters, etc. In addition, the Nebraska Children and Families Foundation must be acknowledged as a funding source in press releases, newspaper articles and in other applicable media sources. The Foundation will provide their logo in camera-ready format for immediate use on printed material. Failure to comply with this policy may hinder future funding by the Foundation. Proof of compliance may be required at any time.
10. Incorporation. All references in this Agreement to laws, rules, regulations, guidelines, and directives to be followed by either party in performing the obligations of this Agreement shall be deemed incorporated by reference, and made a part of this Agreement as though fully set forth. It shall also be stated that the Contractor qualifies as a charitable organization under Section 501 (c) 3 of the Internal Revenue Code or as a nonprofit organization whose mission and work is of a charitable nature or as a government sub-division.
11. Confidentiality. The Contractor agrees that any and all information obtained from the Foundation or from other parties in regard to a parent or youth shall be held in the strictest confidence and shall be released to no one other than the Foundation, without the prior written authorization of the Foundation or by written court order or valid statutory authorization, provided, that contrary contract provisions set forth hereinabove shall be deemed to authorize specific exceptions to this general confidentiality provision. Any requests for information, regarding the parent or youth or the youth's family, submitted to the Contractor shall be referred or forwarded to the Foundation.

12. Non-Discrimination. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provision in all sub-contracts for services allowed under this Agreement under any program or activity.
13. Assignability. The Contractor agrees not to assign or transfer any interest, rights, or duties in this contract to any person, firm, or corporation without prior written consent of the Foundation.
14. Sub-Contractors. The Contractor agrees that no sub-contractors shall be utilized in the performance of this Agreement without the prior written authorization of the Foundation.
15. Amendment. This Agreement may be amended at any time in writing upon the agreement of both parties.
16. Cancellation. Either party hereto may cancel this Agreement for any reason upon thirty (30) days written notice to the other party. If it is determined that the Contractor's practices are harmful to the youth/family, abusive and/or contrary to Foundation philosophy, the Agreement can be canceled immediately upon written notice. In the event of termination for cause, the Foundation may seek to recapture all or a portion of funds expended, in conformance with the legal rights and liabilities of the parties. Payment for services provided to the date of the termination will be based on the rates specified in Paragraph 3.
17. Breach of Contract. Should the Contractor be determined to be in breach of this Agreement, the Foundation, at its discretion, may upon written notice to the Contractor terminate the Agreement immediately or specify a process with necessary actions and time frames for the Contractor to be in compliance with the Agreement. The Foundation shall pay the Contractor only for such care or service as has been properly provided. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
18. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, the Foundation cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, the Foundation may terminate the Agreement or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. The Foundation shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the state and/or federal funding reduction, whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the Foundation.
19. Copyright. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this Agreement. The Foundation and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and

irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.

20. Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, and any employee or other person acting on behalf of the Contractor in performance of this Agreement, shall be deemed to be an independent Contractor(s) during the entire term of the Agreement or any renewal or amendments thereof. Contractor shall not receive any additional compensation in the form of wages or benefits for services rendered pursuant to and which are not specifically set forth in this Agreement.
21. Hold Harmless. The Contractor agrees to hold the Foundation, its employees, agents, assigns and legal representatives harmless for all loss or damage sustained by any person as a result of the negligent or willful acts by the Contractor, its officers, employees, or agents in the performance of this Agreement, including all associated costs of defending such claims. All Claims on behalf of any person arising out of employment or alleged employment, including without limit claims of discrimination against the Contractor, its officers, its agents, shall in no way be the responsibility of the Nebraska Children and Families Foundation. The Contractor will hold Nebraska Children and Families Foundation harmless from any and all such claims, including all associated costs of defending such claims.
22. Workers Compensation. The Contractor agrees to maintain for the term of this agreement, workers compensation coverage as required by the State in which the Contractor maintains the home office. The Contractor must provide to the Foundation within thirty (30) days of execution of this agreement a certificate of insurance for the above insurance. Notice of cancellation of these insurance policies must be submitted to the Foundation when issued and a new coverage binder shall be submitted immediately to insure no break in coverage. If the Contractor subcontracts for certain aspects of the work involved in this Agreement, it shall ensure that the subcontractor has obtained workers compensation insurance and have proof of such insurance on file.
23. Overpayments. Should the Foundation overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify the Foundation within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Foundation and that the Foundation retains the right to recover any and all amounts overpaid. The Foundation reserves the right to offset overpaid amounts by withholding or reducing future payments.
24. Drug Free Workplace. The Contractor assures the Foundation that they have and maintain a Drug-Free Workplace Policy and that it will provide the Foundation with a copy of the policy upon request by the Foundation.
25. Lobbying. (1) If the Contractor receives federal funds through the Foundation, for full or partial payment under this Agreement, then no Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or (a) the awarding of any Federal contract; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Executed by the parties or their duly authorized representatives on the dates indicated below.

FOR THE FOUNDATION:

Mary Jo Pankoke
Mary Jo Pankoke, President
Nebraska Children and Families Foundation

2/13/08
Date

FOR THE CONTRACTOR:

Margaret Hornady, Mayor
City of Grand Island

Date

RESOLUTION 2008-71

WHEREAS, in October, 2007, the City of Grand Island applied for a Continuation grant from the Nebraska Children and Families Foundation to support youth leadership development in Grand Island; and

WHEREAS, the City of Grand Island received a grant in the amount of \$14,064.50, from the Nebraska Children and Families Foundation to support the activities of the Community Youth Council and to offset program costs for Youth Leadership Tomorrow; and

WHEREAS, the City of Grand Island will serve as fiscal agent for the grant period which runs January 1, 2008 through December 31, 2008; and

WHEREAS, an award letter and contract have been received by the city and must be signed by the Mayor in order to accept the grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract for the Continuation Grant 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 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G19

#2008-72 - Approving Designating 415 East 9th Street as Surplus Property and Directing Method of Disposal

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development Administrator

Meeting: February 26, 2008

Subject: Consideration of Designating 415 E. 9th Street as Surplus Property and Directing Method of Disposal

Item #'s: G-19

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The City purchased the building and property at 415 East 9th Street in March 1992 for \$14,750 as a part of a Homestead Program using Community Development Block Grant funds. In August 1992, the home was sold to a Homestead participant for \$1.00. As a part of this program, the City loaned \$12,500 to the homeowner to make improvements to the home and there was another warranty deed for \$14,500 with the homeowner. Both were released and the City resumed ownership of the property in 1995 when the homeowner defaulted on their mortgage.

In 1995, the house was rented to a family through a “lease with option to purchase” agreement. The family did not make their payments so were evicted. The property was again rented (with option to purchase) in 1997, but that family moved out and chose not to purchase the house. In 1998, the house was rented, with no option to purchase, and the renter lived in the property until February 2007. At that time, the tenant was paying \$300 per month for rent. The house is currently vacant but Community Development is paying the gas, utility, mowing, and snow removal bills.

Discussion

Community Development would prefer to dispose of the property rather than rent it to another occupant. There is no money in the Community Development budget to maintain or make improvements to the property. Declaring the property as surplus is the first step in the process of disposal of the property.

There are two general approaches to the sale of this kind of real estate. The first is auction the property or accept bids and sell the property for the highest reasonable bid. The second is to ensure that the property is sold with the requirement that any use of the

building or property meet the low-income guidelines as originally outlined in the Homestead Program.

In this case, the City would request proposals to include price, a plan for meeting the low-income guidelines to rent or sell the property, and a time line for disposal. A Council resolution will begin the process by declaring the property surplus. After the property is declared surplus, an ordinance would be passed following review of all bids or offers to determine a buyer and the conditions of sale and published for three weeks. If no public remonstrance is filed within 30 days after final publication of the ordinance, the property can be conveyed.

Alternatives

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

1. Move to declare the property surplus and direct advertisement for proposals.
2. Postpone the issue to a future date.
3. Take no action on the issue and retain the property.

Recommendation

City Administration recommends that the Council declare, by resolution, that such property is surplus and direct advertisement for proposals.

Sample Motion

Move to approve a resolution declaring the building and property at 415 East 9th Street surplus and direct advertisement for proposals.

RESOLUTION 2008-72

WHEREAS, in March, 1992, the City of Grand Island purchased a home at 415 E. 9th Street with State of Nebraska Department of Economic Development Community Development Block Grant funds for the purpose of selling the home to a low-income first time homebuyer through an existing Homestead Program; and

WHEREAS, the property was sold or rented multiple times but was returned to the City in 1995 due to owner/tenant default and was subsequently rented to a low-income tenant in 1998 with no option to purchase,

WHEREAS, the tenant vacated the property in February 2007 and the City wishes to dispose of the property,

WHEREAS, in order to dispose of the building and property at 415 E. 9th Street, it is necessary that the council declare the real estate and building as surplus so that the property can be properly disposed of.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the building and property at 415 E. 9th Street, Grand Island, Nebraska, is hereby declared as surplus property and is directed to be sold by sealed proposals which will include price, a plan for meeting the low-income guidelines to rent or sell the property, and a time line for disposal.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item G20

**#2008-73 - Approving MAPP CEII Non- Disclosure Agreement -
Utilities Department**

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: February 26, 2008

Subject: MAPP CEII Non-Disclosure Agreement

Item #'s: G-20

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

Background

The Electric Department maintains a 115,000 volt transmission loop that provides reliable power to the substations connected to it. In addition, several transmission connections with the regional grid are established from various locations around the loop. As the City grows, this system is expanded as needed. Expansions of this system are required to be submitted in a biennial transmission plan to the Mid-Continent Area Power Pool (MAPP). MAPP is an organization that provides pooling of generation for power sales and purchases across a region consisting of eight states and two Canadian provinces. The City of Grand Island falls within the MAPP region and participates through a joint operating agreement with Nebraska Public Power District (NPPD).

Discussion

In a post-911 world, security of sensitive documentation becomes increasingly more important. Participants with MAPP share sensitive information with other utilities for transmission planning purposes. This information is known to MAPP as Critical Energy Infrastructure Information (CEII). In an effort to maintain the security of this information, MAPP is requiring a Non-Disclosure Agreement to be signed by all participating utilities.

Alternatives

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

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

Recommendation

City Administration recommends the MAPP CEII Non-Disclosure Agreement be approved and signed to allow continued involvement with MAPP and related transmission planning efforts.

Sample Motion

Move to approve the MAPP CEII Non-Disclosure Agreement to continue involvement with MAPP.

MAPP CRITICAL ENERGY INFRASTRUCTURE INFORMATION NON-DISCLOSURE AGREEMENT

1. These provisions govern the use of Critical Energy Infrastructure Information (CEII) provided to an individual who files a request for access to CEII pursuant to the MAPP CEII Policy administered by MAPPCOR.
2. Definitions – For purposes of these provisions:
 - a. The terms “non-disclosure agreement” and “NDA” mean this agreement by which requesters certify their understanding that access to CEII is provided pursuant to the terms and restrictions of these provisions, and that such requesters have read the provisions and agree to be bound by them.
 - b. The term “Recipient” means someone who is approved to receive CEII in accordance with the provisions of the MAPP CEII Policy.

In the event that an organization seeks CEII, and it is intended that multiple employees, agents and consultants of the organization will have access to the CEII, all such employees, agents, and consultants shall execute the NDA. Each employee, agent and consultant that executes the NDA shall individually be a Recipient and be bound by the provisions of the MAPP CEII Policy and the NDA. A current list of all Recipients within the Organization shall be appended to the NDA. Any subsequent additions to, or deletions of, individual Recipients on the NDA must be sent to MAPP and the revised NDA must be executed by the new Recipients.

3. A Recipient may only discuss CEII with another Recipient of the identical CEII. A Recipient may check with MAPPCOR to determine whether another individual is a Recipient of the identical CEII.
4. A Recipient of CEII may use CEII as foundation for advice provided to others, but may not disclose CEII to another individual unless that individual is an approved Recipient of the same CEII.
5. A Recipient will not knowingly use CEII for an illegal or non-legitimate purpose.
6. All CEII shall be maintained by Recipient in a secure place. Access to those materials shall be limited to other Recipients of the identical material. Recipients may make copies of CEII, but such copies become CEII and subject to these same procedures. Recipients may make notes of CEII, which shall be treated as CEII notes if they contain CEII.
7. Recipients must return CEII to MAPPCOR or destroy CEII within fifteen days of a written request by MAPPCOR to do so, except that CEII notes may be retained in accordance with Paragraph 6, above. Within such time period, each Recipient, if requested to do so, shall also submit to MAPPCOR an affidavit stating that, to the best of his or her knowledge, all CEII has been returned or destroyed and that CEII notes have

either been returned, destroyed or are being maintained by Recipient in accordance with Paragraph 6.

8. The Recipient remains bound by these provisions unless MAPPCOR rescinds the provisions or a court of competent jurisdiction finds that the information does not qualify as CEII.
9. MAPPCOR may audit the Recipient's compliance with this non-disclosure agreement.
10. I hereby certify my understanding that access to CEII is provided to me pursuant to the terms and restrictions of the above CEII provisions and MAPP CEII Policy, that I have been given a copy of and have the provisions, and that I agree to be bound by them. I understand that the contents of the CEII, any notes or other memoranda, or any other form of information that copies or discloses CEII shall not be disclosed to anyone other than another person who has been granted access to these same materials by MAPPCOR. I agree that my compliance with the agreement is subject to audit by MAPPCOR and that disputes regarding this agreement may be resolved before the Federal Energy Regulatory Commission.

By: _____
Signature

Print Name: Margaret Hornady

Organization or Company: City of Grand Island

Title: Mayor

Date: 2/26/08

**MAPP CRITICAL ENERGY INFRASTRUCTURE INFORMATION
NON-DISCLOSURE AGREEMENT**

Additional Organizational Recipients

<u>Signature</u>	<u>Print Name</u>	<u>Organization</u>	<u>Title</u>	<u>Date</u>
	Gary R. Mader	City of Grand Island	Utilities Director	2/26/08
	Travis W. Burdett	City of Grand Island	Assistant Utilities Director	2/26/08
	Jeffrey L. Mead	City of Grand Island	Senior Electrical Engineer	2/26/08

MAPP Critical Energy Infrastructure Information (CEII) Policy

I. CEII Defined (FERC Order No. 683, issued September 21, 2006)

CEII is specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

1. Relates details about the production, generation, transmission, or distribution of energy;
2. Could be useful to a person planning an attack on critical infrastructure;
3. Is exempt from mandatory disclosure under the Freedom of Information Act (FOIA), 5 U.S.C. 552 (2000);; and
4. Does not simply give the general location of the critical infrastructure.

II. CEII - Related Document Classes

Document and Information Type	Marking	Treatment	Access
PUBLIC	None or "Public"	Maintained in the Public Website www.mapp.org and on the MAPP OASIS information page.	The public has unrestricted access to the "public" areas of the website.
CEII (NONPUBLIC) Specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that: (1) is exempt from mandatory disclosure under FOIA, 5 U.S.C. 552 (2000), (2) relates details about the production, generation, transportation, transmission or distribution of energy, (3) could be useful to a person planning an attack on the infrastructure, and (4) does not simply give the location of the critical infrastructure.	"Contains Critical Energy Infrastructure Information - Do Not Release"	Not available on Public website.	Public may file a CEII request.

III. CEII Requests & Exemptions

An owner/operator of a facility, including employees and officers of the owner/operator, may obtain CEII information relating to its own facility directly from MAPPCOR without going through the procedure outlined below. However, an agent or representative of an owner/operator must obtain information from the owner/operator.

MAPP Members are expected to execute the MAPP CEII non-disclosure agreement. MAPPCOR will administer all executed MAPP CEII non-disclosure agreements.

To File a CEII Request for Data

Please include the following information in writing (fax, e-mail, or mailed letter):

1. Be as specific as possible. In the request include the description of the information requested such as the report or file names, dates and etc.
2. Contact and identifying information:
 - a. First name, middle initial, and last name
 - b. Title (attorney, engineer, private citizen etc.)
 - c. Full mailing address
 - d. Area code and telephone number
 - e. E-mail address
3. If filing the CEII request on behalf of another person or entity, include that person or entity's contact information:
 - a. Name
 - b. Address
 - c. Telephone number
4. Provide a detailed statement explaining the particular need for and intended use of the CEII.
5. Complete, sign, and attach the non-disclosure agreement requiring the adherence to limitations on the use and disclosure of the information requested.
6. Send the request to:

MAPPCOR

Barbara Moses or Catherine Allen

bl.moses@mappcor.org or cm.allen@mappcor.org

P: 651-294-7070

F: 651-294-7099

1970 Oakcrest Avenue
Suite 200
Roseville, MN 55113-2624

IV. MAPPCOR's Initial Review

At the time the CEII request is received, MAPPCOR will determine if the requested information meets the requirements of CEII outlined in this document, and if determined as such, whether or not to release the documents to the requesting party. MAPPCOR will strive to balance your information needs against the sensitivity of the information.

If MAPPCOR determines that the requested information is not CEII, the requesting party will be advised of whom to contact for the information requested. At this point it is possible that a FOIA request may be required.

Post Request Procedure

If the requesting party is eligible to receive the CEII requested, MAPPCOR will determine what conditions, if any, to place on the release of the information. The requesting party must sign a Non-Disclosure Agreement (NDA) to receive the information requested. When the completed NDA is returned, MAPPCOR may provide the requested CEII provided that all other requirements in this document have been met.

Time

MAPPCOR will attempt to respond within 21 calendar days. However, MAPPCOR is not legally bound to do so for CEII requests.

V. Further Information On The Applicability Of This Policy

MAPP Members that submit information labeled as CEII to MAPPCOR or to MAPP committees will be deemed to have submitted the information pursuant to this MAPP CEII Policy, unless otherwise clearly indicated. Information that is submitted pursuant to individual MAPP Member CEII policies will be governed by those policies and MAPPCOR will not distribute such information without prior approval by the submitting MAPP Member or unless otherwise authorized by the submitting MAPP Member. Information that is submitted pursuant to this MAPP CEII Policy may be distributed to additional recipients if such recipients have satisfied the requirements of this policy, as will be determined solely by MAPPCOR.

Pursuant to the transmission planning reforms of FERC Order No. 890, MAPP regional transmission planning meetings must be open and transparent, and interested persons are accordingly permitted to attend MAPP regional

transmission planning meetings. In the event CEII information is discussed at MAPP regional transmission planning meetings, attendance will be conditioned upon execution of the MAPP CEII non-disclosure agreement; MAPP regional transmission planning meetings that discuss CEII will be closed to all persons that have not executed a MAPP CEII non-disclosure agreement.

Requests for information from MAPP and related to regional transmission planning in MAPP must be submitted pursuant to this MAPP CEII Policy. If the requested information is held by an individual MAPP Member, the requestor will be directed to that Member and access to the information shall not be subject to the MAPP CEII Policy, unless the Member so indicates to both MAPP and the requestor.

RESOLUTION 2008-73

WHEREAS, the Utilities Department of the City of Grand Island maintains a 115,000 volt transmission loop, providing reliable power to the substations connected to it; and

WHEREAS, expansions of the city's system are required to be submitted in a biennial transmission plan to the Mid-Continent Area Power Pool (MAPP), which provides pooling of generation for power sales and purchases; and

WHEREAS, the City of Grand Island falls within the MAPP region and participates through a joint operating agreement with the Nebraska Public Power District (NPPD); and

WHEREAS, in an effort to maintain security of sensitive information, known as Critical Energy Infrastructure Information (CEII), MAPP is requiring a Non-Disclosure Agreement to be signed by all participating utilities; and

WHEREAS, the Non-Disclosure Agreement has been reviewed by the city's Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Non-Disclosure Agreement between the City of Grand Island and Mid-Continent Area Power Pool (MAPP) 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 on February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐
February 21, 2008	☐ City Attorney



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item H1

Consideration of Request from Ray and Dianne Stahla to amend the Park Plan for Stahla Mobile Park Located in the 2200 Block of South Engleman Road

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: February 26, 2008

Subject: Request of Ray and Dianne Stahla to Amend the Park Plan for Stahla Mobile Park located in the 2200 Block of South Engleman Road

Item #'s: H-1

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to modify the park plan for Stahla Mobile Home Park. This park has been in existence for a number of years and was modified by the City Council on September 13, 2005 to include the addition of six recreational vehicle sites. The park currently has approval for a total of nine recreational vehicle sites.

Section 21-6 of the Grand Island City Code provides that parks may have spaces for recreational vehicles provided that such spaces are identified on the park plan and that such spaces do not exceed twenty percent of the total number of spaces provided in the park. Any revisions, modifications, or additions to the park plan must be reviewed and approved by the City Council.

Discussion

This request is to modify two existing manufactured home sites lot numbers 50 and 61. The modification would allow for one additional recreational vehicle on lot 50 and create one new recreational vehicle space on lot 61, bringing the total recreational vehicle sites in the park to eleven. The City Code allows for not more than 20 % of the spaces in the park to be recreational vehicle sites, with the total spaces provided at 61 and 20% of that number being 12 the proposal would comply with the maximum number allowed in the code.

City Code section 21-18 allowing recreational vehicle sites, requires a minimum of 1,500 square feet of space for each recreational vehicle site, a minimum site width of 30', a setback between vehicles of 12', a setback to the site boundary of 5', and one hard surfaced vehicle parking pad of 180 square feet for a passenger vehicle.

Utility services to these proposed sites will be provided as a central meter billed to the Park as with previous recreational vehicle spaces. The existing water, sewer and electrical services to the proposed site will need to be modified to accommodate the new spaces.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the request to allow the additional recreational vehicle sites proposed within the existing park. As weather conditions are not currently favorable for the installation of a parking pad, staff recommends approval with the condition that the required parking pad be completed by April 15, 2008.

Sample Motion

Move to approve the request to modify the park plan as presented for Stahla Mobile Home Park with the condition that required parking be completed by April 15, 2008.

RECEIVED FEB 12 2008

2-08-08

Craig Lewis
G.I. Building Dept.
100 E. 1st St.
Grand Island, Ne. 68801

Dear Craig:

Would you present to the City Council our request that Lot #61 in our mobile home park be designated as an RV Lot.

Also Lot #50 is already designated, it is a large 100 x100 lot with plenty Of room. We plan on putting another RV lot on there. Just wanting to make sure when we go to get a permit for the utilities we are clear.

Find enclosed a sketch of area.

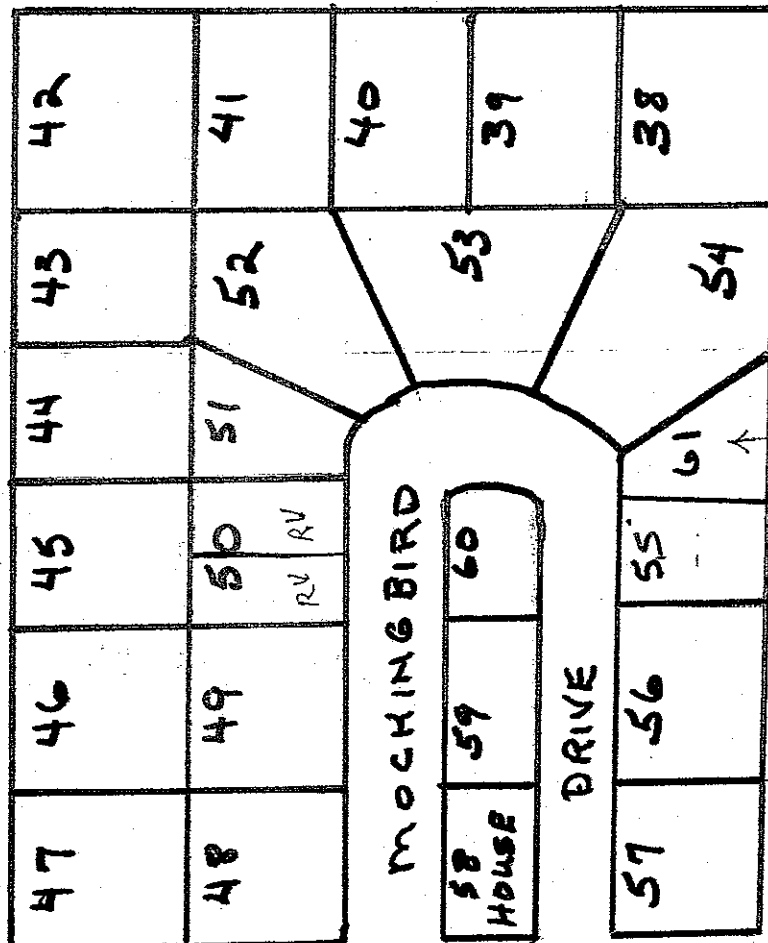
Thank You,

Ray & Dianne Stahla

Ray & Dianne Stahla

1	2	3	4	5	6	7	8	9	10

ORIOLE STREET



BLUE-JAY STREET

37	30
36	31
35	32
34	33

CANARY STREET

29	22
28	23
27	24
26	25

ENGELMAN RD.



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item I1

#2008-74 - Consideration of Request from AYR, Inc. dba El Toro Mexican Restaurant, 3425 West State Street for an Addition to their Class "I-61118" Liquor License

Staff Contact: RaNae Edwards

RESOLUTION 2008-74

WHEREAS, an application was filed by AYR, Inc., doing business as El Toro Mexican Restaurant, 3425 West State Street for an addition to their Class "I-61118" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 16, 2008; such publication cost being \$16.47; and

WHEREAS, a public hearing was held on February 26, 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.

_____ 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: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
February 21, 2008	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item I2

#2008-75 - Consideration of Economic Development Incentive Agreement with Hastings Foods LLC

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale M. Shotkoski, City Attorney

Meeting: February 26, 2008

Subject: Approving Economic Development Incentive Agreement with Hastings Foods LLC

Item #'s: I-2

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

Background

At the May 2003 special election, the voters of the City of Grand Island approved LB840 funding to enable the city to extend economic development incentives through the Grand Island Economic Development Corporation. The Economic Development Corporation has received an application from Hastings Foods, LLC, to expand the Hastings facility to the Grand Island area.

Discussion

Hastings Foods, LLC has submitted an application (attached) for economic development incentives that would create 35 new full time employee (FTE) positions at \$2,000 per job for a maximum assistance of \$70,000. Hastings Foods states in its application that it intends to expand its current facility in Hastings, Nebraska to the Grand Island area. Hastings Foods is a meat processing plant that custom produces products primarily for export of Japan. They have entered into a (10) year lease for a building being built at 3321 Island Circle in Grand Island. The proposed date for commencing operations at that location is April 1, 2008.

The application of Hastings Foods, LLC meets all the criteria for extending economic incentives and has been approved by the Executive Board of the Economic Development Corporation and by the Citizens Review Committee. Both the Economic Development Corporation Executive Board and the Citizens Review Committee have approved this application and is now being forwarded to the City Council for final consideration.

Alternatives

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

1. Move to approve the Economic Development Agreement with Hastings Foods, LLC.
2. Do not approve the Economic Development Agreement with Hastings Foods, LLC.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the resolution authorizing the city to enter into the Economic Development Agreement with Hastings Foods, LLC.

Sample Motion

Move to approve the resolution authorizing the city to enter into the Economic Development Agreement in the amount of \$70,000 with Hastings Foods, LLC.



PROJECT APPLICATION FOR ECONOMIC DEVELOPMENT PROGRAMS

1. Applicant Business Name Hastings Foods LLC - BB International, Inc.

Address 202 West 12th Street, Hastings, NE 68901

Telephone (402) 463-7164

Email Address gdeal@hastingsfoods.com

Business Contact Person Gary Deal

Telephone (402) 463-7164 or 463-7100

2. Business Organization: ☒ Corporation ☐ Partnership
☐ Proprietor ☐ Other

3. Business Type: ☐ Startup ☐ Existing
☐ Business Buyout ☐ Spec Building
☒ Other - Expansion of Current Business

4. Project Location: ☒ Within the city limits of Grand Island, Nebraska
☐ Outside the city limits, but within the 2 mile zoning jurisdiction
☐ Outside the zoning jurisdiction of Grand Island in (county) _____

5. Product or Services Provided: We are a meat processing plant that custom produces
products primarily for export to Japan.

6. Project Description: Hastings Foods is currently located in Hastings, Nebraska. With
the increased volume needed, we are expanding our operations to the Grand Island area.
Within a time frame of three years or less, we will hire no less than ~~50~~³⁵ FTE employees.
Our Hastings facility will continue to be in operation as well.

7. Project Timetable: A new building is being constructed a 3321 Island Circle.
Hastings Foods hopes to be operational by April 2008. Hiring of the Grand Island employees
will actually begin prior to that date enabling us to meet production.

8. Employment Information:

Current number of employees 0 (full-time equivalent)

Proposed number of employees ~~50~~³⁵ (full-time equivalent)

What is the average hourly wage for all employees? \$13.25

Number of new jobs to be created ~~50~~³⁵ (full-time equivalent)

What would be the average hourly wage for new jobs? \$13.25

Number of jobs to be retained, if any N/A (full-time equivalent)

Please describe all benefits which the business provides to employees:


Hastings Foods LLC offers a 401K plan to all staff. A Health Insurance plan to office,
management and maintenance staff. BB International, Inc. offers a 401K plan, Health
Insurance, Long and Short Term Disability, Dental and Life Insurance.

9. Financing/Incentives Requested: With the proposed expansion of Hastings Foods, we
are submitting our request for assistance by utilization of LB-840 funds. Hastings Foods
will create ³⁵50 new FTE positions within a three year period or less. According to the
guidelines of the program, we would like to receive \$2,000/job created for a maximum of
~~\$100,000~~ ^{70,000} in assistance.

NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

By:



Gary Deal

General Manager, Hastings Foods LLC -

Vice President, BB International, Inc.

Date: November 28, 2007

Grand Island Area Economic Development LB-840 Project Application

Project Name: HASTINGS FOODS LLC OF GRAND ISLAND

Date Referred to Grand Island Area Economic Development Board: November 29, 2007

Approved: X Disapproved: _____ Date: 11/29/2007

Comments: _____

Signature of President: Marian Ferguson
Marian Ferguson

Date Referred to Citizen's Review Committee: February 19, 2008

Approved: X Disapproved: _____ Date: 2/19/08

Comments: _____

Signature of Chairman: Dehn Renter
Dehn Renter

Date Referred to City Council: _____

Approved: _____ Disapproved: _____ Date: _____

Comments: _____

Signature of Mayor: _____
Margaret Hornady

ECONOMIC DEVELOPMENT AGREEMENT

In reliance upon the business plan of BB International, Inc. and Hastings Foods LLC of Grand Island, Inc., which are entering this agreement jointly and severally as Employer, which will have a beneficial economic impact upon the Grand Island area by increasing employment opportunities, the City of Grand Island (The City) and the Grand Island Area Economic Development Corporation (the Development Corporation) hereby agree to provide Employer with the assistance described in this Economic Development Agreement. Employer hereby accepts the economic assistance expressly set forth below and agrees to the terms and conditions hereof, including, without limitation, the terms and conditions of repayment.

Section 1

BUSINESS PLAN

Employer is engaged in the business of Custom Processing Meat Products. Their processing includes Portion slicing dicing and marinating of Pork Products. They also will prepare all fresh and frozen meat products for there RTE Cooked Meat Facility in Hastings. Its primary market is Japan. It has entered a ten (10) year lease of a building which is being built at 3321 Island Circle in Grand Island. The proposed date for commencing operations at that location is April 1, 2008.

To make their Grand Island plant operational Employer will install equipment that will be able to skin, trim, slice, dice, mix, blend, and vacuum tumble pork products. They will install vacuum packaging equipment as well as X-ray and Metal Detection equipment to insure product quality. The dollar value of their equipment is estimated to be between \$250,000 and \$350,000. In addition, their anticipated startup expense will be between \$100,000 and \$150,000.

Employees as they become qualified for the Grand Island operation will have a combined average wage and benefit compensation level of \$13.25. Within three (3) years the plant will have 35 new jobs in Grand Island and will maintain employment at or above that number.

Section 2

TERMS USED HEREIN

As used in this Economic Development Agreement the following words and phrases shall mean the following:

1. Employees means the number of fulltime equivalent persons employed by Employer in Grand Island, Nebraska, throughout the Measuring Year and determined as follows: divide (i) the total number of regular time hours that Employer paid Employees to work during the Measuring Year [including forty (40) hours per week for each week worked by each salaried Employees] by (ii) 2080. Overtime hours are not included in determining fulltime equivalent persons. The total hours worked necessary to equate to thirty-five (35) fulltime equivalent employees is 72,800.

2. The first Measuring Year shall begin upon the first day of May, 2011 and end on April 30, 2012. The subsequent Measuring Years shall have the same fiscal year as the first Measuring Year. {NOTE: If Employer's Grand Island plant is not operational by May 1, 2008, the first Measuring Year shall commence on the first day of the next month after the month in which that plant becomes operational and, in that case the second and third Measuring Years shall be the two (2) consecutive twelve (12) month periods beginning at the end of the first Measuring Year.

3. Employment Certificate means a written statement certified to be true and correct by the Presidents or General Manager of Employer. It shall be delivered to the Development Corporation within fifteen (15) days after the close of each Measuring Year. It shall state (i) the total number of regular time hours for which Employer paid hourly Employees, (ii) the number of salaried Employees and the number of weeks each were employed by Employer at Grand Island, Nebraska, during the applicable Base or Measuring Year and (iii) the calculation determining the average hourly wage of the Employees during each year.

Section 3

EMPLOYMENT REQUIREMENTS

Employer shall meet each of the following requirements:

1. Employer shall have had at least thirty-five (35) Employees continuously throughout the first Measuring Year at an average wage of not less than \$13.25 per hour.
2. Employer shall have had at least thirty-five (35) Employees continuously throughout the second Measuring Year: May 1, 2012 through April 30, 2013 at an average wage of not less than \$13.25 per hour.
3. Employer shall have had at least thirty-five (35) Employees continuously throughout the third Measuring Year: May 1, 2013 through April 30, 2014 at an average wage of not less than \$13.25 per hour.

Section 4

MONETARY ADVANCES

1. Within thirty (30) days after Employer submits its Certificate showing that its new processing plant at Grand Island, Nebraska, is open and operating and funds are approved under The City's Economic Development Program, The City will advance Employer Seventy Thousand and No/100 Dollars (\$70,000.00) (The Advance).
2. For each Measuring Year that Employer meets the requirements set forth in Section 3 then not later than thirty (30) days after the Development Corporation receives the required Employment Certificate for each Measuring Year, The Development Corporation will notify Employer that Twenty-three Thousand Three Hundred Thirty-three and 33/100 Dollars (\$23,333.33) of The Advance is then forgiven and Employer shall thereafter have no obligation to repay that amount to The City.
3. If Employer fails to meet the Employment Requirements set forth in Section 3 for any Measuring Year, then the total of any amounts (in any) forgiven under the provisions of paragraph 2 of this Section 4 for prior years performances shall be deducted from The Advance and Employer shall repay the balance to The City. The balance shall become due on the last day of

any Measuring Year for which the requirements of that Measuring Year or any prior Measuring Year were not attained or became unattainable and shall be paid with interest on the unpaid balance at the rate of six (6%) per annum until paid in full.

Section 5

LEGAL EFFECT

1. Notwithstanding any other provision of this agreement Employer agrees as follows:

(a) If Employer is merged into or with any corporation, limited liability company or partnership, the provisions of this agreement shall continue in full force and effect and shall be binding upon the surviving organization.

(b) If Employer or its successor discontinues the primary operation of its business in Grand Island, Nebraska, by reason of the transfer of its assets to another person or company or for any other reason, then immediately and without any further notice being required the entire amount of The Advance which is then repayable to The City or which would become repayable after a lapse of time as provided in this agreement, shall become immediately due and payable; provided, however, that the Development Corporation may waive the provisions of this subparagraph (b) if a transferee of all of Employer's assets which is acceptable to Development Corporation agrees in writing to assume the obligations of Employer hereunder.

2. Upon request of Development Corporation, Employer, and its successors, shall furnish any additional documentation Development Corporation deems necessary to confirm that Employer has met its obligations under this Economic Development Agreement.

3. The contents of this Economic Development Agreement contain all of the agreements and understandings between the Development Corporation, The City and Employer relative to the provisions hereof and the specified repayment and supersedes any and all prior agreements and understandings whether written or oral concerning economic development grants or incentives.

4. Time is of the essence for the performance of each of the provisions of this agreement.

5. The provisions of this agreement are fully binding upon the Development Corporation, The City and jointly and severally upon Employer and upon their respective successors.

Dated this _____ day of February, 2008.

GRAND ISLAND AREA ECONOMIC
DEVELOPMENT CORPORATION

By Marlan Ferguson
Marlan Ferguson, President

BB INTERNATIONAL, INC.,
Employer

By Gary Deal AND
Gary Deal, Vice President

THE CITY OF GRAND ISLAND

By _____
Margaret Hornady, Mayor

HASTINGS FOODS LLC OF GRAND
ISLAND

By Gary Deal
Gary Deal, Manager

RESOLUTION 2008-75

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Hastings Foods, LLC, has applied for a forgivable loan for job incentive and infrastructure in the amount of \$70,000.00 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation and was approved on February 19, 2008 by the Citizens Advisory Review Committee; and

WHEREAS, Hastings Foods, LLC will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Hastings Foods, LLC as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and Hastings Foods, LLC, to provide \$70,000.00 in economic assistance to Hastings Foods, LLC, to be used for expanding its business at 3321 Island Circle in Grand Island 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 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
February 22, 2008	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item I3

#2008-76 - Consideration of Economic Development Incentive Agreement with Nova-Tech, Inc.

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale M. Shotkoski, City Attorney

Meeting: February 26, 2008

Subject: Approving Economic Development Incentive Agreement with Nova-Tech, Inc.

Item #'s: I-3

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

Background

At the May 2003 special election, the voters of the City of Grand Island approved LB840 funding to enable the city to extend economic development incentives through the Grand Island Economic Development Corporation. The Economic Development Corporation has received an application from Nova-Tech, Inc. to construct a new facility to permit the expansion of their current business.

Discussion

Nova-Tech, Inc. has submitted an application (attached) for economic development incentives that would create 30 new full time employee (FTE) positions at \$2,000 per job for a maximum assistance of \$60,000 and \$100,000 to offset infrastructure costs related to a new manufacturing corporate headquarters. Nova-Tech states in its application that it intends to expand their FDA Registered Device manufacturing facility which began as an animal blood collection and sterile serum facility. In 2000 they added the FDA Drug registration and are now focused on the aseptic fill of large volume and small volume sterile injectables, specifically fluids, minerals and vitamin products custom manufactured for Animal Health Distributors. They propose to be fully operational in no less than 1 – 1.5 years.

The application of Nova-Tech, Inc. meets all the criteria for extending economic incentives and has been approved by the Executive Board of the Economic Development Corporation and by the Citizens Review Committee. Both the Economic Development Corporation Executive Board and the Citizens Review Committee have approved this application and is now being forwarded to the City Council for final consideration.

Alternatives

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

1. Move to approve the Economic Development Agreement with Nova-Tech, Inc.
2. Do not approve the Economic Development Agreement with Nova-Tech, Inc.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the resolution authorizing the city to enter into the Economic Development Agreement with Nova-Tech, Inc.

Sample Motion

Move to approve the resolution authorizing the city to enter into the Economic Development Agreement in the amount of \$160,000 with Nova-Tech, Inc.



PROJECT APPLICATION FOR ECONOMIC DEVELOPMENT PROGRAMS

1. Applicant Business Name Nova Tech, Inc.
- Address 1982 E Citation Way, Grand Island, NE 68801
- Telephone (308) 381-8841
- Email Address teresa@novatech-inc.com; gloria@novatech-inc.com
- Business Contact Person Gloria Thesenvitz
- Telephone (308) 381-8841
2. Business Organization: ☒ Corporation ☐ Partnership
☐ Proprietor ☐ Other
3. Business Type: ☐ Startup ☒ Existing
☐ Business Buyout ☐ Spec Building
☐ Other
4. Project Location: ☒ Within the city limits of Grand Island, Nebraska
☐ Outside the city limits, but within the 2 mile zoning jurisdiction
☐ Outside the zoning jurisdiction of Grand Island in (county) _____

5. Product or Services Provided: FDA Registered Device manufacturing facility which
began as an animal blood collection and sterile serum facility, added FDA Drug registration
in year 2000 and is now focused on the aseptic fill of large volume and small volume sterile
injectables, specifically fluids, minerals and vitamin products custom manufactured for
Animal Health Distributors.

6. Project Description: Increased employment levels requiring additional work areas to
meet increased demand in the manufacturing of Nova-Tech products.

7. Project Timetable: With the expansion, no less than 1 - 1.5 years to be fully
operational.

8. Employment Information:

Current number of employees 20 (full-time equivalent)

Proposed number of employees 50 (full-time equivalent)

What is the average hourly wage for all employees? \$17.89

Number of new jobs to be created 30 (full-time equivalent)

What would be the average hourly wage for new jobs? \$16.28

Number of jobs to be retained, if any 50 (full-time equivalent)

Please describe all benefits which the business provides to employees:

Health Insurance Premiums, Simple IRA, Personal Time Off, & Holidays

9. Financing/Incentives Requested: Due to the tremendous growth of Nova-Tech, it is our
hope to receive \$2,000.00 for each new job created with a total incentive package of
\$60,000.00.

Additionally, we are requesting \$100,000.00 to offset the infrastructure costs of an
approximate \$7 million dollar investment in a new manufacturing corporate headquarters.

NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

By: Gloria J. Husenitz
(Name)
Pres. Nova Tech Inc.
Title

Date: 05 Feb 08

Grand Island Area Economic Development LB-840 Project Application

Project Name: Nova Tech, Inc.

Date Referred to Grand Island Area Economic Development Board: 09-Feb-08

Approved: ✓ Disapproved: _____ Date: 2-7-08

Comments: _____

Signature of President: Marlan Ferguson
Marlan Ferguson

Date Referred to Citizen's Review Committee: February 19, 2008

Approved: X Disapproved: _____ Date: 2/19/08

Comments: _____

Signature of Chairman: Dehn Renter
Dehn Renter

Date Referred to City Council: _____

Approved: _____ Disapproved: _____ Date: _____

Comments: _____

Signature of Mayor: _____
Margaret Hornady

ECONOMIC DEVELOPMENT AGREEMENT

In reliance upon the Project Application and business plan of Nova Tech, Inc., a Nebraska corporation (Employer or Nova Tech) which details a material beneficial economic impact upon the Grand Island area by increasing employment opportunities, the City of Grand Island (The City) and the Grand Island Area Economic Development Corporation (the Development Corporation) hereby agree to provide Employer with the assistance described in this Economic Development Agreement. Employer hereby accepts the economic assistance expressly set forth below and agrees to the terms and conditions hereby, including, without limitation, the terms and conditions of repayment.

Section 1

BUSINESS PLAN

Nova Tech is a Nebraska corporation with its principal office at 1982 E. Citation Way, Grand Island, Nebraska. Nova Tech began as an animal blood collection and sterile serum facility and has evolved into an FDA Registered Drug manufacturing facility and further expanding into aseptic fill of large volume and small volume sterile injectibles and has grown its employment base to twenty (20) Full Time Equivalent Employees. It proposes to construct a new facility to permit the expansion of its business resulting in an increase the number of its employees by thirty (30) employees resulting in a total of fifty (50) Full Time Equivalent Employees. Nova Tech anticipates that it will take between 12-18 months to complete its new facility and be fully operational. Anticipated total investment for its new manufacturing and corporate headquarters will be approximately Seven Million Dollars (\$7,000,000.00).

Section 2

GRANT FOR INFRASTRUCTURE

The City and the Development Corporation will grant One Hundred Thousand and No/100 Dollars (\$100,000.00) to Employer for it to apply to the construction costs of the infrastructure related to its new manufacturing and corporate headquarter facility as described in the Business Plan. Payment will be made by The City within ten (10) days after Employer provides Development Corporation with satisfactory evidence that Employer has incurred and paid an amount in excess of One Hundred Thousand Dollars (\$100,000.00) as part of the costs of the infrastructure related to the new manufacturing and corporate headquarters all as described in the Business Plan.

This grant will not be repayable by Employer to The City if Employer substantially completes new manufacturing and corporate headquarters facility, including without limitation, the infrastructure, all as described in the Business Plan within twenty-four (24) months after the grant is paid by The City. However, the grant will be repayable immediately upon demand of

the Development Corporation if the new manufacturing and corporate headquarters facility is not substantially completed prior to April 1, 2010.

Section 3

TERMS USED HEREIN

As used in this Economic Development Agreement the following words and phrases shall mean the following:

1. Full Time Equivalent Employees mean the number of fulltime equivalent persons employed by Employer at the above stated location as of the end of the Measuring Year and determined as follows: divide the total number of regular time hours that Employer paid Employees to work during the Measuring Year, (including forty (40) hours per week for each week worked by each salaried Employees) by 2080. Overtime hours shall not be included or counted in determining Full Time Equivalent Employees.
2. The Base Year is the period from April 1, 2007, ending March 31, 2008.
3. Measuring Year shall mean a twelve (12) month period commencing April 1, and ending March 31. The first Measuring Year shall be from April 1, 2010 to March 31, 2011. The two subsequent Measuring Years shall be the same twelve (12) month period.
4. Employment Certificate means a written statement certified to be true and correct by the President of Employer and attested by the Chief Financial Officer of Employer. It shall be delivered to the Development Corporation within fifteen (15) days after the close of the Base Year and within fifteen (15) days after the close of each Measuring Year through and including the 3rd Measuring Year. It shall state (i) the total number of regular hours, excluding overtime hours, for which Employer paid hourly employees; (ii) the number of salaried employees and the number of weeks each were employed by Employer at Grand Island, Nebraska, during the applicable Base or Measuring Year; and (iii) the calculation of Full Time Equivalent Employees per the formula set forth in Section 3, paragraph 1.

Section 4

EMPLOYMENT REQUIREMENTS

1. Employer shall have not less than twenty (20) Full Time Equivalent Employees during the Base Year.
2. The Employment Certificate for the first thru third Measuring Years will show that Employer had not fewer than fifty (50) Full Time Equivalent Employees during each Measuring Year.

Section 5

MONETARY ADVANCES

1. Not later than the last day of the month in which Employer (i) incurred and paid an amount in excess of One Hundred Thousand Dollars (\$100,000.00) as part of the costs of the infrastructure related to the new manufacturing and corporate headquarters all as described in the Business Plan; (ii) certified such fact to Development Corporation to its reasonable satisfaction; and (iii) this Economic Development Agreement is approved under The City's Economic Development plan, the City will advance to Employer One Hundred Thousand and No/100th Dollars (\$100,000.00) (the Infrastructure Advance).

2. Not later than the last day of the month in which Employer (i) provides an Employment Certificate for the Base Year that is in accordance with the terms of this Economic Development Agreement; and (ii) this Economic Development Agreement is approved under the City's Economic Development plan, the City will advance to Employer Sixty Thousand and No/100th Dollars (\$60,000.00) (the Employment Advance).

3. If Employer files an Employment Certificate for each Measuring Year that meets the Full Time Equivalent Employee requirements set forth in Section 4, paragraph 2 above, Development Corporation will forgive the repayment by Employer of the Employment Advance, at the rate of 33.33% (\$20,000.00) for each Measuring Year requirements are met at 0% interest.

4. If for any Measuring Year Employer fails to meet the Employee requirements set forth in Section 4, paragraph 2, then Employer shall repay the Employee Advance to The City, at the rate of 20% (\$20,000.00) for each year requirements are not met. The payment shall become due on the last day of month following the end of the Measuring Year for which the requirements were not met and shall be paid with interest on the unpaid balance at the rate of eight (8%) per annum thereafter until paid in full.

Section 6

LEGAL EFFECT

1. Notwithstanding any other provision of this agreement Employer agrees as follows:

(a) If Employer is merged into or with any other corporation, limited liability company or partnership, the provisions of this agreement shall continue in full force and effect and shall be binding upon the surviving organization.

(b) If prior to the end of the third (3rd) Measuring Year Employer or its successor discontinues the primary operation of its business in Grand Island, Nebraska, by reason of the transfer of its assets to another person or company or for any other reason, then immediately and without any further notice being required Employer shall repay the entire

amount of the Infrastructure Advance and the Employment Advance to The City provided, however, that the Development Corporation may waive the provisions of this subparagraph (b) if a transferee of all of Employer's assets which is acceptable to Development Corporation agrees in writing to assume the obligations of Employer hereunder.

2. Upon request of Development Corporation, Employer, and its successors, shall furnish any additional documentation Development Corporation deems necessary to confirm that Employer has met its obligations under this Economic Development Agreement.

3. The contents of this Economic Development Agreement contain all of the agreements and understandings between the Development Corporation, The City and Employer relative to the provisions hereof and the specified repayment and supersedes any and all prior agreements and understandings whether written or oral concerning economic development grants or incentives.

4. The provisions of this agreement are fully binding upon the Development Corporation and upon Employer and upon their respective successors.

Dated this _____ day of February, 2008.

GRAND ISLAND AREA ECONOMIC
DEVELOPMENT CORPORATION

By: Marlan Ferguson
Marlan Ferguson, President

NOVA TECH, INC.,
Employer

By: Gloria J. Thesenvite
Printed Name: Gloria J Thesenvite
Title: Pres.

THE CITY OF GRAND ISLAND

By: _____
Margaret Hornady, Mayor

RESOLUTION 2008-76

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Nova-Tech, Inc., has applied for a forgivable loan for job incentive in the amount of \$60,000.00 and \$100,000.00 towards infrastructure from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation and was approved on February 19, 2008 by the Citizens Advisory Review Committee; and

WHEREAS, Nova-Tech, Inc. will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Nova-Tech, Inc. as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and Nova-Tech, Inc., to provide \$160,000.00 in economic assistance to Nova-Tech, Inc., to be used for expanding its business at 1982 East Citation Way in Grand Island 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 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
February 22, 2008	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item I4

**#2008-77 - Consideration of Resolution of Intent to Finance
Mercury Emissions Control Project at Platte Generating Station**

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: February 26, 2008

Subject: Approving Intent to Issue Bonds to Finance Mercury Emissions Control Project at Platte Generating Station

Item #'s: I-4

Presenter(s): Dave Springer, Finance Director

Background

At the time the Mercury Emissions Control project was approved, it was the intent to pay cash at the start, but to finance the major portion, or at least 80%, of the construction through the issuance of tax-exempt bonds. As we have entered the design phase and rough costs have become more quantifiable, the total project cost has dropped from over \$30 million to the mid \$20 million range. The very significant drop in interest rates recently, would make it desirable to bond a larger portion of the project, but would still be a lower amount of debt than originally planned. We would probably look for bond issuance in mid-summer or early fall of this year.

Discussion

The purpose of the Resolution of Intent before council this evening is simply to meet U.S. Treasury requirements which would allow the City to go back to the effective date of this resolution and reimburse itself for costs incurred during that time from bond proceeds. The sizing of the bond issue has not yet been finalized, but the net funding of the construction account is not planned to exceed \$25 million. This would allow us to keep our financing options open on a project for which federal agencies are still making revisions to the requirements. As a point of reference, bonds of \$20 million at 4%, 20 year life, would require about \$1.5 million a year in debt service, a very manageable amount for the Electric Utility.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Resolution of Intent to issue bonds.

Sample Motion

Move to approve the Resolution of Intent to issue bonds to finance the Electric Utility Mercury Emission Control project.

RESOLUTION 2008-77

WHEREAS, the Mayor and the City Council of the City of Grand Island hereby find and determine that it is necessary and appropriate to declare their official intent to issue tax-exempt bonds on behalf of the City; and; and

WHEREAS, the City's reasonable expectations to reimburse certain expenditures with the proceeds of such bonds as proposed to be issued by the City in connection with the proposed project as described below; and

WHEREAS, this resolution shall stand as a statement of the City's official intent under Regulation Section 1.150-2 of the regulations of the United States Treasury and for such purpose the following information is hereby given:

1. A general functional description of the project for which expenditures may be made and reimbursement from bond proceeds provided is as follows:

Certain capital improvements to the City's Electric System, including improvements related to and necessary for compliance with the Federal Government mercury related regulations and other costs related thereto.

2. The maximum principal amount of debt expected to be issued for such project is Twenty Five Million Dollars (\$25,000,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the intent to finance Mercury Emissions Control Project at the Platte Generating Station with tax exempt issued bonds is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 21, 2008	☐ City Attorney



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item I5

#2008-78 - Consideration of Resolution of Intent to Issue Tax-Exempt Industrial Development Revenue Bonds for Microgy Grand Island, LLC

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: February 26, 2008

Subject: Approving Intent to Issue Tax-Exempt Industrial Development Revenue Bonds for Microgy Grand Island, LLC

Item #'s: I-5

Presenter(s): Dave Springer, Finance Director

Background

As authorized by Nebraska statutes, the City of Grand Island is empowered to issue its industrial development revenue bonds for the purpose of defraying the cost of acquisition, construction and equipping of a project. Microgy Grand Island, LLC, has requested the City to issue and sell tax-exempt bonds not to exceed \$7,000,000 pursuant to this statute for the purpose of defraying all or a portion of the cost of acquisition, construction and equipping of certain solid waste disposal and biogas manufacturing facilities to be operated by Microgy at the Swift & Company beef processing facility in Grand Island.

Discussion

The growth in production and processing over the last four years at the Swift & Company plant has put a strain on the City's Waste Water Treatment Plant (WWTP) and taken capacity originally intended for the City's growth. The proposed Microgy facility, together with an additional holding pond, currently under construction at Swift, are intended to help reduce the flow and the solids content to our WWTP and provide an environmental friendly generation of biogas to be used in their facility. The Microgy facility meets the criteria for the issuance of these Industrial Development Revenue Bonds. These would be limited obligations of the City payable solely from payments made by the Company under a lease agreement with the City and will not constitute a liability to the City, nor would they be payable from any tax source.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Resolution of Intent to issue bonds.

Sample Motion

Move to approve the Resolution of Intent to issue Tax-Exempt Industrial Development Revenue Bonds to finance the Microgy Grand Island, LLC facility.

RESOLUTION 2008-78

WHEREAS, the City of Grand Island, Nebraska, (the “City”), a political subdivision of the State of Nebraska, is authorized and empowered by the provisions of Sections 13-1101 to 13-1110, Reissue Revised Statutes of Nebraska, 1997, as amended (the “Act”), to finance a project, as that term is defined in the Act, and to issue its industrial development revenue bonds (the “Bonds”) for the purpose of defraying the cost of acquisition, construction and equipping of a project; and

WHEREAS, Microgy, Inc., a Colorado corporation (the “Company”), has requested the City to issue and sell one or more series of its tax-exempt Bonds pursuant to provisions of the Act for purpose of defraying all or a portion of the cost of acquisition, construction and equipping of certain industrial solid waste disposal and biogas manufacturing facilities at the Swift & Company beef processing facility located at 555 South Stuhr Road, Grand Island, Nebraska, 68801-8533, which facilities are industrial and manufacturing facilities constituting a “project” as that term is defined in the Act (the “Project”); and

WHEREAS, the Bonds, if and when issued, will be limited obligations of the City payable solely from payments to be made by the Company under a lease agreement with the City and the Bonds and the interest thereon will not constitute or give rise to a pecuniary liability of or a charge against the general credit or taxing powers of the City and will not be payable from any tax sources; and

WHEREAS, the City wishes to declare its intention to authorize the issuance in one or more series pursuant to a plan of financing of its tax-exempt Bonds for the purpose of defraying all or a portion of the cost of acquisition, construction and equipping of the Project, when so requested by the Company, upon such terms and conditions as may then be agreed upon by the City, the Company and the underwriter or placement agent of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City does hereby declare its intention to authorize the issuance and sale of the Bonds in one or more series, the interest on which Bonds will be excluded from gross income for federal income tax purposes pursuant to Section 142(a)(6) of the Internal Revenue Code of 1986, as amended, under and in accordance with the Act, in such an amount necessary to defray all or a portion of the cost (including the reimbursement of Project costs previously incurred by the Company) of acquisition, construction and equipping of the Project, presently estimated not to exceed \$6,000,000.00, and upon such terms and conditions as may be mutually agreed upon by the City, the Company and the underwriter or placement agent, the issuance and sale of each series of such tax-exempt Bonds to be authorized by a subsequent ordinance or resolution of the City Council of the City at a meeting to be held for such purpose.

BE IT FURTHER RESOLVED that the City shall cooperate with and assist the

Company, its representatives and bond counsel in obtaining an allocation of private activity bond issuing authority for the proposed Bonds from the State of Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

CERTIFICATE OF CITY CLERK

I, RaNae Edwards, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Grand Island, State of Nebraska; that, as such, I have in my possession, or have access to, the complete corporate records of said City and of its City Council and officers; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken by the City Council of said City at a meeting open to the public on February 26, 2008, relating to an intent resolution for an issue of industrial development revenue bonds by the City on behalf of Microgy, Inc.

WITNESS my hand and the Corporate Seal of said City hereto affixed in Grand Island, Nebraska, this 26th day of February, 2008.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item I6

#2008-79 - Consideration of Model Ordinance for Smoking Ban

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale M. Shotkoski, City Attorney

Meeting: February 26, 2008

Subject: Proposed Smoking Ban Ordinance

Item #'s: I-6

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

Background

On February 12, 2008, the City Council for the City of Grand Island voted in Resolution 2008-55 to put on the ballot at the next general election, the issue of a smoking ban. Resolution 2008-55 during its discussion before council, had considerations for a model ordinance that had been prepared and placed on file with the Grand Island City Clerk, which model ordinance served as the basis of discussion, and has considered the model for a smoking ban if one was to be adopted in the City of Grand Island. The model ordinance that had been prepared was based upon the Lincoln Smoking Ban Ordinance that had been adopted and put into place. One addition to the Lincoln ordinance was language containing a ten foot arc around entrances and exits to all places in which smoking would be prohibited. The Nebraska State Legislature has been considering Legislative Bill 395 for a state wide smoking ban. LB 395 contains in it some definitional sections that add clarification to the model ordinance.

Discussion

Since the meeting of February 12, 2008, the Nebraska Legislature has yet to take final action on LB 395, however, the definitional sections contained in that bill have not as of present been amended in the following particulars. The sections of concern to the City of Grand Island council members expressing their desire to amend the model ordinance have centered on the definition of "indoor area" and the inclusion of the private residence that provides daycare as defined in LB 395. The model ordinance that had been placed on file with the City Clerk prior to the meeting of February 12, 2008, has been amended to include the definitional sections contained in LB 395 and is attached to this memo. The item before council for consideration is not a reconsideration of placing the question on the ballot as has been previously approved, but only the consideration of the language that the City Council wishes to include in the model ordinance to provide voters the clarification needed to assist them in understanding what they are voting on at the election.

Alternatives

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

1. Move to approve the model ordinance with the amendments included.
2. Move to deny the model ordinance with the amendments included.
3. Move to amend the model ordinance as council desires.
4. Postpone the issue to a future date.

Recommendation

It is recommended that council approve the model ordinance with the amendments included.

Sample Motion

Move to approve the Resolution to adopt the model ordinance as the language for a Grand Island smoking ban should the ballot measure approved in Resolution No. 2008-55 be approved by a majority of voters at the next general primary election.

ORDINANCE NO. ____

An ordinance to create Chapter 39 of the Grand Island City Code to ban smoking in all businesses, bars, restaurants and public places in the City of Grand Island; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That Chapter 39 of the Grand Island City Code shall read as follows:

§39.1 Title

This section shall be known as the Grand Island Smoking Regulation Act.

§39.2 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 Central District Health Department and law enforcement to administer and enforce this Section within the City of Grand Island.

§39.3 Definitions; General Provisions.

For the purposes of this Section, the following words and phrases shall have the meaning ascribed to them by this Section.

Employed. Employed shall mean hired, contracted, subcontracted, or otherwise engaged to furnish goods or services.

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.

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.

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.

Health Director. Health Director shall mean the Director of the Central District Health Department or authorized representative(s).

Indoor Area. Indoor area means an area enclosed by a floor, a ceiling, and walls on all sides that are continuous and solid except for closeable entry and exit doors and windows and in which less than twenty percent of the total wall area is permanently open to the outdoors. For walls in excess of eight feet in height, only the first eight feet shall be used in determining such percentage.

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.

Place of Employment. Place of employment means an indoor area under the control of a proprietor that an employee accesses as part of his or her employment without regard to whether the employee is present or work

ORDINANCE NO. _____ (Cont.)

is occurring at any given time. The indoor area includes, but is not limited to, any work area, employee breakroom, restroom, conference room, meeting room, classroom, employee cafeteria, and hallway. A private residence is a place of employment when such residence is being used as a licensed child care program and one or more children who are not occupants of such residence are present.

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.

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 and shall also include a ten (10) foot arc by every entrance and exit from a public place. A private residence shall not be considered a "public place."

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.

§39.4 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 Section.

§39.5 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.

§39.6 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 Section.

§39.7 Violations and Penalties

(a) A person who smokes in a place of employment or a public place in violation of this section 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 section, 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.

ORDINANCE NO. _____ (Cont.)

(d) Every act or omission of whatever nature constituting a violation of any of the provisions of this section 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.

§39.8 Severability

Each section and subsection is hereby declared to be independent of every other section or subsection herein and invalidity of any section or subsection herein shall not invalidate any other section or subsection there.

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

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

Enacted: _____, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

RESOLUTION 2008-79

WHEREAS, the City Council for the City of Grand Island, on February 12, 2008, adopted Resolution No. 2008-55, which resolution places upon the May primary ballot, a smoking ban proposal; and

WHEREAS, in consideration of Resolution No. 2008-55, a model ordinance had been prepared, which model ordinance could be adopted if the majority of voters at the next general election approve the ballot measure and said model ordinance was available for public inspection at the office of the Grand Island City Clerk; and

WHEREAS, the Nebraska State Legislature has been considering Legislative Bill 395, which contains language for a statewide smoking ban, some of which language clarifies the definitions of the previously proposed model ordinance; and

WHEREAS, it is recommended that the definition of the section pertaining to “inside area” and that the additional definition concerning residence as used as daycare be included in the model ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the model ordinance previously on file with the office of the Grand Island City Clerk, with the addition of the LB 395 definitions for “inside area” and “place of employment” be included in the model ordinance and that the model ordinance, with the amendments, is hereby resolved to be the proposed language of the smoking ban for the City of Grand Island if the ballot measure approved in Resolution No. 2008-55 is approved by a majority of the voters.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 22, 2008	☐ City Attorney



City of Grand Island

Tuesday, February 26, 2008

Council Session

Item J1

Approving Payment of Claims for the Period of February 13, 2008 through February 26, 2008

The Claims for the period of February 13, 2008 through February 26, 2008 for a total amount of \$2,725,858.51. A MOTION is in order.

Staff Contact: David Springer