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# City of Grand Island



**Tuesday, March 25, 2008**

## **Council Session Packet**

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### **City Council:**

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

### **Mayor:**

**Margaret Hornady**

### **City Administrator:**

**Jeff Pederson**

### **City Clerk:**

**RaNae Edwards**

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

## **Call to Order**

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

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

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**Invocation - Pastor Todd Bowen, Grace Covenant Church, 418 West 12th Street**

**Pledge of Allegiance**

**Roll Call**

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

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

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

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

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## **MAYOR COMMUNICATION**

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



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item C1

### **Recognition of Dave Chavez, Equipment Operator I - Public Works Streets and Transportation for 30 Years of Service with the City of Grand Island**

*The Mayor and City Council will recognize Dave Chavez, Equipment Operator I with the Public Works Streets and Transportation Division for 30 Years of Service with the City of Grand Island. Mr. Chavez was hired on March 27, 1978 as a Utility Worker I - Streets and Alleys and was promoted to Utility Worker II - Streets and Alleys on December 5, 1978. On September 2, 1992 he moved to his current position as Equipment Operator I. We Congratulate Mr. Chavez for his dedication and service to the City of Grand Island.*

Staff Contact: Mayor Hornady

# Thirty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

DAVE CHAVEZ

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



*Steven Kehle*

Department Director

*Margaret Horne*

Mayor

*March 27, 2008*

Date

*19 Feb. 2008*

Date



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item C2

### **Recognition of Ronald Underwood, Civil Engineering Manager for 40 Years of Service with the City of Grand Island**

*The Mayor and City Council will recognize Ronald Underwood, Civil Engineering Manager for 40 Years of Service with the City of Grand Island. Mr. Underwood was hired on March 18, 1968 as an Engineer Aide III, moved to Engineering Aide IV on March 1, 1973, moved to Engineer Assistant II on August 1, 1973, moved to Certified Senior Engineer Technician on August 1, 1977, moved to Engineer I on July 30, 1979, moved to Engineer II on July 26, 1982 which was reclassified as Civil Engineer II on April 1, 1992. On April 5, 1993 he became a Senior Civil Engineer and was promoted to Civil Engineering Manager on October 6, 2003. We Congratulate Mr. Underwood for his dedication and service to the City of Grand Island.*

Staff Contact: Mayor Hornady



# Forty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

RONALD UNDERWOOD

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



City of  
**GRAND**

**ISLAND**

*Steven Riehl*

Department Director

*Margaret Hornsby*

Mayor

March 16, 2008

Date

17 Feb 2008

Date



# **City of Grand Island**

**Tuesday, March 25, 2008**

**Council Session**

## **Item C3**

**Proclamation "Community Development Week" March 24-30, 2008**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Development Specialist

**Council Meeting:** March 25, 2008

**Subject:** Proclamation “Community Development Week”  
March 24 - 30, 2008

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

**Presenter(s):** Joni Kuzma, Development Specialist

## **Background**

Since 1969, Community Development in Grand Island has worked to provide Nebraskans with safe, affordable and accessible housing and infrastructure, quality jobs and investment through financing of new and expanding business, and community programs that impact social, economic, and cultural norms.

In 1981, the Nebraska Department of Economic Development (DED) instituted a CDBG program and in 1986, the National Community Development Association initiated National Community Development Week to remind Congress of the importance of the Community Development Block Grant (CDBG) program. This reminder is more important today than at any other time in history. CDBG funding has experienced federal budget cuts every year for the past six years, but has survived proposed restructuring that was not designed to benefit rural communities.

As the CDBG program manager for the Department of Housing and Urban Development, the Nebraska Department of Economic Development encourages Nebraska communities to celebrate Community Development Week through a variety of activities to increase public awareness and educate residents about services and facilities provided in each community. In conjunction with other activities throughout the state, the City is proclaiming March 24 - 30, 2008 as Community Development Week in Grand Island.

Community Development has applied for and received funds from many grant sources including the Department of Economic Development, Nebraska Department of Roads, the Nebraska Investment Finance Authority, the U.S. Department of Justice, Region 3 Behavioral Health, state and local foundations, and many other federal and state agencies.



## **Discussion**

This proclamation acknowledges the value of the Community Development Block Grant program to Grand Island. The following are 2007 highlights of Community Development Division activity, grant work, program management, and partnerships.

The Community Development Division provides grant writing, grant administration, reporting, program administration, research, and fiscal management services (grants) for the City. In 2007, a record 23 grant applications were prepared for \$3,128,863.55, with \$1,890,796.21 awarded. The Division manages funding for economic development, collaboration building, housing, drug abuse prevention, programs for children and families, transportation, and other community development activities.

Other 2007 highlights:

- Completed a Homelessness and Homeless Housing Study in partnership with Hope Harbor.
- Successfully nominated “Family Day in the Park” for a Nebraska Community Improvement Program recognition award.
- Collaborated with the Nebraska Department of Housing and Urban Development, the Housing Development Corporation, and the Nebraska Investment Finance Authority on a “Celebrate National Homeownership Month” Open House.
- Participated as a member of the Nebraska Children and Families Foundation “Nebraska Community Learning Collaborative” to build community collaboration and design a peer review process for Foundation grantees.
- Chaired the North Central Regional Continuum of Care (homeless housing continuum for 22-county region) and the Hall County Community Team. This Team monitors the County Juvenile Justice Three-year Plan.
- Worked with Carol Bryant, Grand Island Public Schools, and Bill Brennan, Saint Francis Medical Center, to nominate Grand Island as one of the “100 Best Communities for Young People.” The City received the award in Jan. 2008
- Wrote and was awarded a “Safe Routes to Schools” grant to improve pedestrian safety near Walnut Middle School. This is the first year that this grant was available to Nebraska communities.
- Coordinated a \$296,000 grant to assist 9 homeowners for owner-occupied rehabilitation (\$25,000 - \$30,000 per home) and 4 first-time home buyers for down payment assistance.
- Maintained between 85 and 100 active client files from past and present housing programs.

The Division is building a stronger community by securing funding, managing programs, serving on community boards and coalitions, and functioning as a community resource to enhance “quality of life” opportunities for residents.

Down payment assistance, owner-occupied rehab programs, and economic development grants result in economically proven benefits to the community. CDBG programs increase the property tax base, improve property values, and create jobs for low-income residents. The CDBG program reports that for every \$1.00 of CDBG money invested in a community, \$6.85 is spent privately. Grand Island is fortunate to receive continued Community Development Block Grant funding.

THE OFFICE OF THE MAYOR  
City of Grand Island  
State of Nebraska

PROCLAMATION

WHEREAS, Nebraska's communities are the foundation for providing a high quality of life for its residents; and

WHEREAS, the City of Grand Island has demonstrated dedication to the economic, social and cultural growth in this community; and

WHEREAS, the City of Grand Island has actively supported community development activities including a first-time homebuyer down payment assistance program; owner-occupied rehabilitation program; public works and economic development projects, and development of quality programs that serve children and families; and

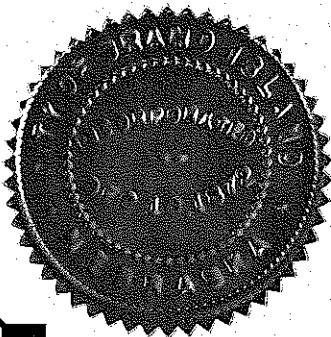
WHEREAS, the City of Grand Island partners with many community organizations to expand and improve housing, infrastructure, and services.

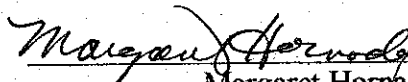
NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of March 24-30, 2008 as

***"COMMUNITY DEVELOPMENT WEEK"***

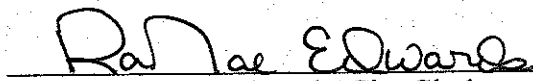
in the City of Grand Island, and encourage all citizens to support community development activities this week and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-fifth day of March in the year of our Lord Two Thousand and Eight.



  
Margaret Hornady, Mayor

Attest:

  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item C4

### **Proclamation "Parkinson's Disease Awareness Month" April, 2008**

*More than one and a half million people in the United States are affected by the progressive disorder of Parkinson's disease, with the State of Nebraska ranking among the fourth highest state in the nation. Research, patient/family services, and education try to "Ease the Burden and Find the Cure" for this devastating disease which attacks the central nervous system. The Mayor has proclaimed the month of April 2008 as "Parkinson's Disease Awareness Month" and encourages all citizens to recognize and honor those who work with the American Parkinson Disease Association, Inc. and their value to the residents of Grand Island. See attached PROCLAMATION.*

Staff Contact: Mayor Hornady

THE OFFICE OF THE MAYOR  
City of Grand Island  
State of Nebraska

PROCLAMATION

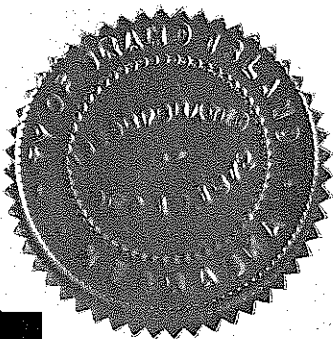
- WHEREAS, Parkinson's disease is a progressive disorder of the central nervous system, affecting more than one and a half million people in the United States. Approximately 40,000 new patients will be diagnosed this year, with 10-20% of them being under the age of 50. The State of Nebraska ranks the fourth highest state for the disease in the nation; and
- WHEREAS, the American Parkinson Disease Association, Inc. founded in 1961, has sought to "Ease the Burden and Find the Cure" for this disease through research, patient and family services, education and sponsorship of 63 Chapters, 57 Information and Referral Centers, and 800 support groups throughout the United States; and
- WHEREAS, the world, the nation, the state, and the City of Grand Island observe "Parkinson's Disease Awareness Month" in April 2008; and
- WHEREAS, the City of Grand Island recognizes the efforts of the local Parkinson Support Group as well as the Nebraska Chapter and Information and Referral Center to raise funds and promote awareness to fight Parkinson's Disease, thereby improving the quality of life for those living with the disease.

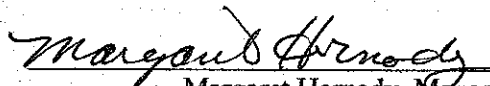
NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2008 as

**"PARKINSON'S DISEASE  
AWARENESS MONTH"**

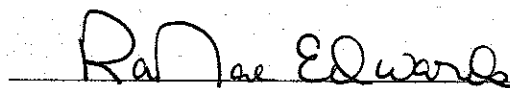
in the City of Grand Island, and encourage all citizens to recognize and honor those who work with the American Parkinson Disease Association, Inc. and their value to the residents of Grand Island.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-fifth day of March in the year of our Lord Two Thousand and Eight.



  
Margaret Hornady, Mayor

Attest:

  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item C5

### Proclamation "Child Abuse Prevention Month" April, 2008

*Because all children deserve love, comfortable homes, and tender care from parents and adults who make them feel safe, happy and loved and because many children were involved in substantiated cases of abuse and neglect in 2007, and because the effects of child abuse are felt by whole communities and need to be addressed by the entire community, the Mayor has proclaimed the month of April, 2008 as "Child Abuse Prevention Month". See attached PROCLAMATION.*

Staff Contact: Mayor Hornady



THE OFFICE OF THE MAYOR  
City of Grand Island  
State of Nebraska

PROCLAMATION

WHEREAS, the effects of child abuse are felt by whole communities and must be addressed by the entire community; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, religious organizations, law enforcement agencies, and the business community; and

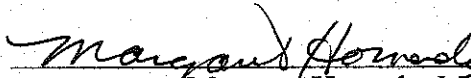
WHEREAS, all citizens should become more aware of child abuse and its prevention within the community and become involved in supporting parents to ensure their children are valued, safe, and healthy.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April 2008 as

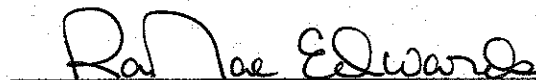
***"CHILD ABUSE PREVENTION MONTH"***

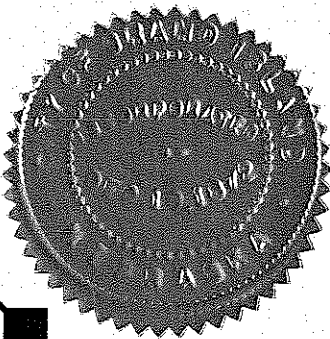
in the City of Grand Island, and encourage all citizens to accept their responsibility for reporting and preventing child abuse and to wear a Blue Ribbon to show that it shouldn't hurt to be a child. Remembering that, every child should be valued, safe, and healthy and deserves a Blue Ribbon. You have the power to protect a child.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-fifth day of March in the year of our Lord Two Thousand and Eight.

  
Margaret Hornady, Mayor

Attest:

  
RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, March 25, 2008**

**Council Session**

## **Item E1**

**Public Hearing on Request from West Garden GI, Inc. dba Old Fashioned Garden Cafe, 3333 Ramada Road for a Class "C" Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** March 25, 2008

**Subject:** Public Hearing on Request from West Garden GI, Inc.  
dba Old Fashioned Garden Café, 3333 Ramada Road for  
a Class “C” Liquor License

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

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

## **Background**

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

### **Declared Legislative Intent**

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

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

## **Discussion**

West Garden GI, Inc. dba Old Fashioned Garden Café, 3333 Ramada Road has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

Also included with the application was a request from Clifford Roper, 14919 Borman Street, Omaha, Nebraska for a Liquor Manager designation.

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

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application from West Garden GI, Inc. dba Old Fashioned Garden Café, 3333 Ramada Road for a Class "C" Liquor License contingent upon final inspections and the request from Clifford Roper, 14919 Borman Street, Omaha, Nebraska for Liquor Manager designation contingent upon Mr. Roper completing a state approved alcohol server/seller training program.

INTEROFFICE  
MEMORANDUM  
*Police Department*



*Working Together for a  
Better Tomorrow. Today.*

DATE: March 10, 2008

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Class "C" Liquor License – West Garden GI Inc.  
Liquor Manager Designation – Clifford Roper

A Liquor License application and a Liquor Manager Designation application for the Old Fashioned Garden Café located at 3333 Ramada Road, Grand Island, Nebraska were received. The following people are listed on the liquor application: Brent and Carrie Ganey, Stephen and Stacey Tweedy, and Clifford and Kristine Roper. No affidavit of non-participation from was included for any of the spouses.

Spillman was checked for each of them. With the exception of the spouses, the applicants attached NSP criminal histories and Nebraska DMV driving history sheets to the application. Two of the three spouses did not have any undisclosed violations. Carrie Ganey had an undisclosed conviction for not having a valid registration. Stephen Tweedy disclosed an assault conviction.

Carrie's failure to disclose her no valid registration conviction technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The application clearly asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge." It further states that a charge includes federal, state, "local law, ordinance, or resolution."

The no valid registration conviction would fall under state law or local ordinance. Either way, the conviction is either an infraction or a misdemeanor that does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license. However, Stephen's assault conviction is a Class I Misdemeanor and does fall under one of the specified statutes that would prohibit the issuance of liquor license.

I called Lorri Rogers with NSP. She advised that the Old Fashioned Garden Café has filed an amended application that makes Stephen Tweedy a shareholder with less than twenty-five percent of the shares. The amendment would clear the way for the issuance of a liquor license.

Based on the information that Lorri received, the Grand Island Police Department has no objection to the issuance of a liquor license to the Old Fashioned Garden Café or the liquor manager designation for Clifford Roper.

DV/rk *Dave Vitera*

03/07/08  
14:42

Grand Island Police Dept.  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : 11:02:22 03/05/2008  
Occurred before : 11:02:22 03/05/2008  
When reported : 11:02:22 03/05/2008  
Date disposition declared : 03/07/2008  
Incident number : L08030597  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License Investigation  
Incident address : 3333 Ramada Rd  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Viterra D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Viterra D  
Offense as Taken :  
Offense as Observed :  
Disposition : CLO Closed Case  
Misc. number : pritned  
Geobase address ID : 14250  
Long-term call ID :  
Clearance Code :  
Judicial Status : NCI Non-criminal Incident  
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	133003	03/05/08	Ganey, Brent M	President
NM	133004	03/05/08	Ganey, Carrie J	Brent's Spouse
NM	133005	03/05/08	Tweedy, Stephen M	Vice President
NM	133006	03/05/08	Tweedy, Stacey	Stephen's Spouse
NM	133007	03/05/08	Roper, Clifford M	Liquor Manager
NM	133008	03/05/08	Roper, Kristine J	Clifford's Spouse

LAW INCIDENT NARRATIVE:

Liquor License Investigation for the Garden Cafe & a Liquor Manager Designation for Clifford Roper

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

-----  
1 Viterra D 318 Viterra D



03/07/08  
14:42

Grand Island Police Dept.  
LAW INCIDENT TABLE

Page: 450  
2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	11:52:42 03/05/2008

Grand Island Police Department  
Supplemental Report

On 3/4/08, I received a copy of a liquor license application for the Old Fashioned Garden Cafe. I also received a copy of an application for Clifford Roper to be the liquor manager at the Old Fashioned Garden Cafe. The following people are listed on the liquor application: Brent and Carrie Ganey, Stephen and Stacey Tweedy, and Clifford and Kristine Roper. I did not see an affidavit of non-participation form for any of the spouses.

I checked all of the names through Spillman and did not find an entry for any of them. With the exception of the spouses, the applicants attached NSP criminal histories and Nebraska DMV driving history sheets to the application. Two of the three spouses did not have any undisclosed violations. Carrie Ganey had an undisclosed conviction for not having a valid registration. Stephen Tweedy disclosed an assault conviction.

Carrie's failure to disclose her no valid registration conviction technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The application clearly asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge." It further states that a charge includes federal, state, "local law, ordinance, or resolution."

The no valid registration conviction would fall under state law or local ordinance. Either way, the conviction is either an infraction or a misdemeanor that does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license. However, Stephen's assault conviction is a Class I Misdemeanor and does fall under one of the specified statutes that would prohibit the issuance of the liquor license.

I called Lorri Rogers with NSP. She advised that the Old Fashioned Garden Cafe has filed an amended application that makes Stephen Tweedy a shareholder with less than twenty-five percent of the shares. The amendment would clear the way for the issuance of a liquor license.

Based on the information that Lorri received, the GIPD has no objection to the issuance of a liquor license to the Old Fashioned Garden Cafe or the liquor manager designation for Clifford Roper.

Date, Time: Thu Mar 06 09:27:36 CST 2008  
Reporting Officer: Vitera  
Unit #: 865



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item F1

**#9159 - Consideration of Creation of Water Main District 456T -  
20" Main along Old Potash Hwy - Engleman Road east 643 feet &  
along Engleman Road from Old Potash to 13th Street**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

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

**Meeting:** March 25, 2008

**Subject:** Creation of Water Main District 456-T – Ordinance #9159 - Northwest Grand Island

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

**Presenter(s):** Robert H. Smith, Asst. Utilities Director

## **Background**

The 2001 Water System Master Plan identified a number of major capital improvements to systematically expand the Water Utility to meet continued City growth. The Plan identified as one of the needed improvements to the system, the completing of an additional trunk line loop to supply the northwest portion of the City. This major trunk line extension was budgeted for the current fiscal year.

At present, a 20" diameter pipe is dead ended in Old Potash Highway, at the westerly side of the Copper Creek Estates Subdivision. By extending the 20" main west to Engleman Road, and north to 13<sup>th</sup> Street, water supply capacity would be significantly increased to meet future development and also to provide redundancy to the entire Capital Heights region of the City. A map of the water system is attached showing the location of this proposed project. Also attached is the district plat for the project.

## **Discussion**

The construction for Water Main District 456T would be done as a Connection (tap) District. This is the City's standard method for installing large diameter mains in areas that are not currently developed but are projected for future development. This method allows the City to be reimbursed for the related project costs when an adjacent property begins receiving municipal service. The associated fees are not collected until a user connects to, or "taps" the main for service to a property.

## **Alternatives**

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

1. Move to approve Ordinance #9159 creating Water Main District 456T
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

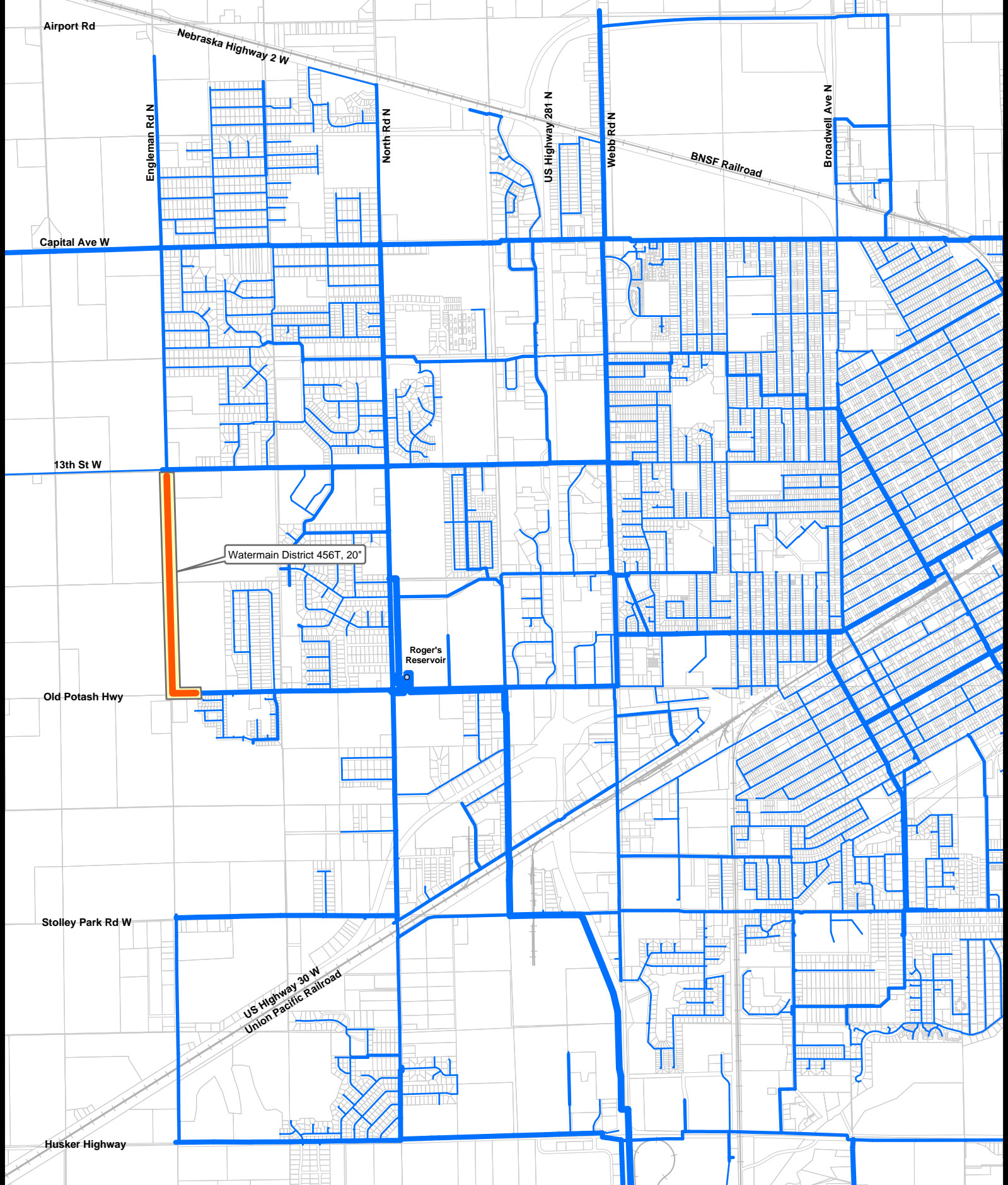
City Administration recommends that the Council approve Ordinance #9159 creating Water Main District 456T.

## **Sample Motion**

Move to approve Ordinance #9159 creating Water Main District 456T in northwest Grand Island.

## WATER MAIN DISTRICT 456T BOUNDARY DESCRIPTION - ORDINANCE NO. 9159

Beginning at the northeast corner of Lot Two (2) Block Four (4) Highland Park Subdivision, Hall County, Nebraska; thence westerly along the northerly line of said Lot Two (2) Block Four (4) and Lot Three (3) Block Four (4) Highland Park Subdivision, a distance of ninety three and five tenths (93.5) feet; thence northerly parallel with and two hundred (200.0) feet west of the easterly line of Section Fifteen (15), Township Eleven (11) North, Range Ten (10) West, a distance of five thousand three hundred sixty two and seven tenths (5,362.7 +/-) feet more or less, to a point on the northerly right-of-way line of 13th Street; thence easterly along the northerly right-of-way line of said 13th Street, a distance of two hundred (200.0) feet; thence southerly a distance of thirty three (33.0) feet to the northwest corner of Section Fourteen (14), Township Eleven (11) North, Range Ten (10) West; thence continuing southerly along the westerly line of said Section Fourteen (14), a distance of one hundred fifty (150.0) feet; thence easterly parallel with and one hundred fifty (150.0) feet south of the northerly line of said Section Fourteen (14), a distance of two hundred (200.0) feet; thence southerly parallel with and two hundred (200.0) east of the westerly line of said Section Fourteen (14), thence a distance of four thousand nine hundred forty three and seven tenths (4,943.7 +/-) feet more or less; thence easterly parallel with and two hundred (200.0) feet north of the southerly line of said Section Fourteen (14), a distance of four hundred forty two and five tenths (442.5) feet; thence southerly along the westerly line of Copper Creek Estates Subdivision and its extension, a distance of four hundred (400.0) feet; thence westerly parallel with and two hundred (200.0) feet south of the southerly line of said Section Fourteen (14), a distance of six hundred forty six and fifty four hundredths (646.54) feet to a point on the westerly line of M. AND M. Subdivision; thence northerly along the westerly line of M. AND M. Subdivision, a distance of fifty seven and twelve hundredths (57.12) feet; thence westerly along a southerly line of said Highland Park Subdivision, a distance of one hundred seven and three tenths (107.3) feet to the southeast corner of said Lot Two (2) Block Four (4); thence northerly along the easterly line of said Lot Two (2) Block Four (4), a distance of one hundred ten (110.0) feet to the northeast corner of said Lot Two (2) Block Four (4) Highland Park Subdivision, being the said Point of Beginning.



## Watermain District 456T

### Legend

#### Pipe (diameter)

- 6 - 8"
- 10 - 14"
- 16 - 20"
- 24 +

- Reservoir
- Parcel





? This Space Reserved for Register of Deeds ?

ORDINANCE NO. 9159

An ordinance creating Water Main District No. 456T in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; providing for the connection fee for connecting to such water main; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 456T in the City of Grand Island, Nebraska, is hereby created for the laying of twenty (20.0) inch water mains with its appurtenances along Old Potash Highway – Engleman Road East 643 Feet and along Engleman Road from Old Potash to 13<sup>th</sup> Street in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Approved as to Form    ☐ \_\_\_\_\_  
March 21, 2008            ☐ City Attorney

ORDINANCE NO. 9159 (Cont.)

Beginning at the northeast corner of Lot Two (2) Block Four (4) Highland Park Subdivision, Hall County, Nebraska; thence westerly along the northerly line of said Lot Two (2) Block Four (4) and Lot Three (3) Block Four (4) Highland Park Subdivision, a distance of ninety three and five tenths (93.5) feet; thence northerly parallel with and two hundred (200.0) feet west of the easterly line of Section Fifteen (15), Township Eleven (11) North, Range Ten (10) West, a distance of five thousand three hundred sixty two and seven tenths (5,362.7 +/-) feet more or less, to a point on the northerly right-of-way line of 13<sup>th</sup> Street; thence easterly along the northerly right-of-way line of said 13<sup>th</sup> Street, a distance of two hundred (200.0) feet; thence southerly a distance of thirty three (33.0) feet to the northwest corner of Section Fourteen (14), Township Eleven (11) North, Range Ten (10) West, thence continuing southerly along the westerly line of said Section Fourteen (14), a distance of one hundred fifty (150.0) feet; thence easterly parallel with and one hundred fifty (150.0) feet south of the northerly line of said Section Fourteen (14), a distance of two hundred (200.0) feet; thence southerly parallel with and two hundred (200.0) east of the westerly line of said Section Fourteen (14), thence a distance of four thousand nine hundred forty three and seven tenths (4,943.7 +/-) feet more or less; thence easterly parallel with and two hundred (200.0) feet north of the southerly line of said Section Fourteen (14), a distance of four hundred forty two and five tenths (442.5) feet; thence southerly along the westerly line of Copper Estates Subdivision and its extension, a distance of four hundred (400.0) feet; thence westerly parallel with and two hundred (200.0) feet south of the southerly line of said Section Fourteen (14), a distance of six hundred forty six and fifty four hundredths (646.54) feet to a point on the westerly line of M. AND M. Subdivision; thence northerly along the westerly line of M. AND M. Subdivision, a distance of fifty seven and twelve hundredths (57.12) feet; thence westerly along a southerly line of said Highland Park Subdivision, a distance of one hundred seven and three tenths (107.3) feet to the southeast corner of said Lot Two (2) Block Four (4); thence northerly along the easterly line of said Lot Two (2) Block Four (4), a distance of one hundred ten (110.0) feet to the northeast corner of said Lot Two (2) Block Four (4) Highland Park Subdivision, being the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

SECTION 4. The cost of construction of such water main connection district shall be reported to the City Council, and the Council, sitting as a Board of Equalization, shall

ORDINANCE NO. 9159 (Cont.)

determine benefits to abutting property by reason of such improvement pursuant to Section 16-6,103, R.R.S. 1943. The special benefits shall not be levied as special assessments but shall be certified by resolution of the City Council to the Hall County Register of Deeds. A connection fee in the amount of the special benefit accruing to each property in the district shall be paid to the City of Grand Island at such time as such property becomes connected to the water main in such district. No property thus benefited by water main improvements shall be connected to the water main until the connection fee is paid.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted March 25, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, March 25, 2008**

**Council Session**

## **Item F2**

**#9160 - Consideration of Revisions to Chapter 29 of the Grand Island City Code Relative to Restaurants and Food Service**

**Staff Contact: Dale Shotkoski**

# **Council Agenda Memo**

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

**Meeting:** March 25, 2008

**Subject:** City Code Revisions to Chapter 29

**Item #'s:** F2

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

## **Background**

The Mayor, City Council and City Administration established a goal this year of revising the Grand Island City Code. The code revision committee has met and has drafted changes to Chapter 29 of the City Code for City Council consideration. The proposed revisions are so that the City Code will reflect current state law and to clarify ambiguous portions of Chapter 29.

## **Discussion**

The primary changes that are being proposed to Chapter 29 are as follows:

- Section 29-2, Definitions, is being revised to include the definitions of “Cafeteria” and “Nonprofit Organization”.
- Section 29-5, Annual Permits; Types; When Issued; Term, shall include “Cafeteria Permit”.
- Section 29-9, Proration of Permit Fee, deletes language referring to Sections A or B, which have both been deleted.
- Section 29-11, Delinquent Permit Fee; also deletes language referring to Sections A or B, both of which have been deleted.
- Section 29-14, is a new section of the City Code, and adds “Temporary Food Sales by Nonprofit Organizations”, specifying what operations will not require permits from the Health Department.

## **Alternatives**

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



1. Move to approve the revisions to the City Code as drafted by city staff.
2. Disapprove or deny the ordinance which would revise the City Code in which event the code would remain in effect.
3. Modify the recommendations of city staff for changing the City Code.
4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council approve the changes recommended by city staff to Chapter 29 of the City Code.

### **Sample Motion**

Motion to approve the ordinance revising code sections in Chapter 29 of the Grand Island City Code.

## ORDINANCE NO. 9160

An ordinance to amend Chapter 29 of the Grand Island City Code; to amend Sections 29-2 pertaining to definitions; and 29-5, 29-9, 29-11 and 29-14 pertaining to permits; to repeal Sections 29-2; 29-5, 29-9, 29-11 and 29-14 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 29-2 of the Grand Island City Code is hereby amended to read as follows:

### **§29-2. Definitions**

As used in this chapter, the following terms shall have the following meanings:

**Bakery.** An establishment whose primary operation is the manufacture and sale of baked goods, i.e. donuts, cakes, and breads.

**Cafeteria.** A self service establishment with little to no table service in an education institution.

**Caterer.** A person who transports ready to eat food from a permitted food service establishment to another location or building for service on a per event basis for hire, and does not include a temporary food service event.

**Commissary.** A food establishment where food, food containers, or food supplies are kept, handled, prepared, packaged, or stored for use in mobile food units, pushcarts, or vending machines.

**Food Establishment.** An operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption. The term does not include:

(1) An establishment or vending machine operation that offers only prepackaged soft drinks, carbonated or noncarbonated, that do not contain a primary dairy product or dairy ingredient base or that contain less than fifteen percent natural fruit or vegetable juice; candy; chewing gum; potato or corn chips; pretzels; cheese puffs and curls; crackers; popped popcorn; nuts and edible seeds; and cookies, cake, pies, and other pastries, that are not potentially hazardous.

(2) A produce stand that only offers whole, uncut fruits and vegetables.

(3) A food processing plant.

(4) A salvage operation.

(5) A private home where food is prepared or served for personal use, a small day care in the home, or a hunting lodge, guest ranch, or other operation where no more than ten paying guests eat meals in the home.

(6) A private home or other area where food that is not potentially hazardous is prepared: (a) for sale or service at a function as a religious, charitable, or fraternal organization's bake sale or similar function; or (b) for sale directly to the consumer at a farmers market if the consumer is informed by a clearly visible placard at the sale location that the food was prepared in a kitchen that is not subject to regulation and inspection by the regulatory authority.

(7) The location where food prepared by a caterer is served so long as the caterer only minimally handles the food at the serving location.

(8) A pharmacy as defined in Neb. Rev. Stat. §71-425 if the pharmacy only sells prepackaged pharmaceutical, medicinal, or health supplement foods that are not potentially hazardous or foods described in subsection (1) of this section.

## ORDINANCE NO. 9160 (Cont.)

*Food Processing Plant.* A commercial operation that manufactures, packages, labels, or stores food for human consumption and does not provide food directly to the consumer.

*Licensed Beverage Establishment.* An establishment that serves alcoholic beverages and may or may not provide limited food service, e.g. frozen prepackaged sandwiches, frozen pizza, hot dogs, popcorn. Any item not requiring preparation on site.

*Limited Food Service Establishment.* An establishment that serves or otherwise provides only snack items or commercially prepared and wrapped foods that require little or no preparation.

*Mobile Food Unit or Pushcart.* A vehicle mounted food establishment designed to be readily movable that returns to a commissary daily for clean up and service, unless self-contained.

*Nonprofit Organization.* An organization holding a certificate of federal tax exemption under Section 501 of the Internal Revenue Code or an organization that conducts its major activities for charitable or community betterment purposes.

*Retail Food Store.* Any store, location or place of business occupied or used for the sale at retail to the public of groceries, fruits, vegetables, materials for human consumption or articles ordinarily and commonly sold from a grocery, fruit or vegetable store or stand not coming within the definition of the term “restaurant,” the term “milk,” the term “frozen dessert,” or the term “meat.”

*Seasonal Food Service.* The act of selling or offering for sale food items on a seasonal basis, for a period of six months or less, at a concession stand, hot dog stand, ice cream truck, etc.

*Separate Facility:* Additional facility types operating within the scope of a permitted establishment.

*Temporary Food Establishment.* A food establishment that operates for a period of no more than three (3) consecutive days in conjunction with a single event or celebration.

Amended by Ordinance No. 9046, effective 6-7-2006

Amended by Ordinance No. 9160, effective 4-15-2008

SECTION 2. Section 29-5 of the Grand Island City Code is hereby amended to read as follows:

### **§29-5. Annual Permits; Types; When Issued; Term**

The following permits shall be issued on an annual basis on May 1 of each year and shall be valid until April 30, regardless of when issued:

- Bakery Permit
- Cafeteria Permit
- Catering Permit
- Food and Drink Service Permit
- Food Manufacturing/Warehouse/Storage Permit
- Licensed Beverage Establishment (Drink Only) Permit
- Limited Food Permit
- Mobile Food Unit/Pushcart Permit
- Retail Food Permit
- Separate Facility Permit

Application for all permits shall be made prior to the operation of any food establishment. Permits shall be non-transferable.

Amended by Ordinance No. 9046, effective 6-7-2006

Amended by Ordinance No. 9160, effective 4-15-2008

SECTION 3. Section 29-14 of the Grand Island City Code is hereby amended to read as follows:

### **§29-9. Proration of Permit Fee**

Any applicant applying for an annual permit after November 1 of the license year under the provisions of

## ORDINANCE NO. 9160 (Cont.)

Section 29-5(A) of this chapter, ~~or after April 1 of the license year under the provisions of Section 29-5(B) of this chapter~~ shall be required to pay only one-half of the applicable annual fee.

Amended by Ordinance No. 9160, effective 4-15-2008

SECTION 4. Section 29-14 of the Grand Island City Code is hereby amended to read as follows:

### **§29-11. Delinquent Permit Fee**

Renewal of the annual permits identified in this chapter shall be made prior to the expiration of the current permit. Permit fees for annual renewals shall be delinquent if the payment has not been received by the Central District Health Department by May 15 for the permits identified in Section 29-5(A), ~~and by October 15 for those permits identified in Section 29-5(B).~~ Establishments shall be assessed a delinquent food permit fee established ~~and adopted~~ by the Board of Health if the permits are not paid by these dates.

Amended by Ordinance No. 8960, effective 3-9-2005

Amended by Ordinance No. 9160, effective 4-15-2008

SECTION 5. Section 29-14 of the Grand Island City Code is hereby amended to read as follows:

### **§29-14. ~~Reserved~~ Temporary Food Sales by Nonprofit Organizations**

The following operations do not require a permit:

- (1) Bake sales not including potentially hazardous food.
- (2) Sales of manufactured, prepackaged food prepared in an approved food preparation facility except potentially hazardous food.
- (3) Food service limited to the members and guests of the organization.
- (4) Food service by an approved catering operation.
- (5) Food service on the organization's own premises or at a location where a permanent food service facility is located and used by said organization. Permanent food service shall mean a kitchen facility located at a church, school, meeting hall, or other place of public assembly that is specifically equipped for food service to large numbers of people.

Nonprofit organizations that sell food to the public at a location where there is no permanent food service facility shall obtain a temporary food service permit. Exempted operations shall not be relieved of any other obligation to provide, store, hold, and serve food under safe and sanitary conditions.

SECTION 6. Sections 29-2; 29-5 and 29-14 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 7. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

ORDINANCE NO. 9160 (Cont.)

SECTION 8. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: March 25, 2008.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item F3

**#9161 - Consideration of Reversion of Zoning on Ewoldt  
Subdivision from CD Commercial Development to TA Transitional  
Agriculture and the Proposed Kings Crossing Subdivision from  
CD Commercial Development to B2 General Business**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** March 25, 2008

**Subject:** Re-adoption City of Grand Island Zoning Map

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

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

## **Background**

Concerning the re-adoption of the City of Grand Island Zoning Map, as produced using the Hall County Geographic Information System as the official zoning map for the City of Grand Island.

## **Discussion**

At the regular meeting of the Regional Planning Commission, held February 6, 2008, the above item was considered following a public hearing. This map will be used as the official map to show zoning, the Grand Island City Limit Lines and 2 mile extraterritorial jurisdiction incorporating all annexation and zoning actions since this map became official on March 13, 2007.

The City Council held a public hearing on this item at their meeting on March 11, 2008. No members of the public spoke at the public hearing

Included below you will find the Planning Directors report to the Planning Commission on this item with a summary of the changes.

## **PROPOSAL:**

On March 13, 2007 the Grand Island City Council approved using a map produced from the Hall County GIS as the official zoning map for the City of Grand Island based on the 2004 Comprehensive Plan for the City of Grand Island with all changes to the map as approved through March 13, 2007. As a matter of course, the City of Grand Island occasionally re-adopts the zoning map incorporating all changes since the last re-adoption of the entire map along with other changes as recommended by staff and the Hall County Regional Planning Commission. This will allow a newly revised and adopted copy of the map to be printed for official use by Council, staff and the general public. This hearing is being held for that purpose. This map will also serve to give

notice to all parties that the Grand Island City limits, and 2 mile extraterritorial jurisdiction, is as shown on the map.

#### BACKGROUND:

The following chart shows the changes that have been approved by the Regional Planning Commission and the Grand Island City Council since March 13, 2007, including proposed changes through February 28, 2008.

<b>Id</b>	<b>FILEDATE</b>	<b>ORDINANCE</b>	<b>CHANGE</b>	<b>LEGAL</b>	<b>CASE</b>
1	3/27/2007	9110	R2 to R3	Woodland Park	C-13-2007GI
2	5/8/2007	9085	M2 to R4	Frank P. Barks E 7th Street	C-16-2007GI
3	5/8/2007	9116	LLR to B2	Chief Industries on Stolley Park Rd	C-15-2007GI
4	5/22/2007	9119	Amended CD Zone	Conestoga Mall (El Toro)	C-18-2006GI
5	7/24/2007	9128	Amended RD Zone	Ponderosa Lake Estates	C-21-2007GI
6	7/25/2006	9129	RO to B2	College Park	C-23-2007GI
7	11/27/2007	9150	Amended RD Zone	Nottingham Estates	C-04-2008GI

The changes shown on this chart are represented on the new version of the Grand Island Zoning map. A map delineating the location of these changes is attached.

There were no additions to the City of Grand Island that changed the city limits lines and/or the extraterritorial jurisdiction since the annexation of industrial property and power plant annexation in southeast Grand Island. Those changes were approved on March 13, 2007. All changes to the zoning map for those changes were incorporated on March 13, of 2007.

#### ADDITIONAL CHANGES

Staff is recommending that two Commercial Development Zones (Ewoldt Subdivision and Kings Crossing Subdivision) be reverted to their prior zoning classifications due to inactivity at the sites. Commercial Development zones are approved with an initial period of 18 months. If no activity has occurred during that time frame, the Commercial Development zone expires and Planning Commission and Council have to take action to revert the zoning.



## ANALYSIS

Staff is not recommending any changes to the Grand Island Zoning Map other than the reversion of the two CD zones. All of the other changes mentioned herein have been previously approved by the Grand Island City Council after proper notice and hearing. This map serves to notify any, and all, interested parties of the current boundaries of the City of Grand Island, the extents of the extraterritorial jurisdiction for the City of Grand Island and the zoning of property within the jurisdiction of the City of Grand Island.

The Kings Crossing Development located south of U.S. Highway 34 and west of South Locust Street (Knot's Auction House) was rezoned from B2 General Business to CD Commercial Development Zone in accordance with the Gateway Corridor Regulations by Ordinance 9019 on November 22, 2005. No activity has occurred on the site and the subdivision plat was not filed. It is recommended by staff, and required by city code, that this tract of ground in the NE ¼ of the NE ¼ of Section 33, Township 11 north, Range 9 west of the 6<sup>th</sup> P.M. be rezoned from CD Commercial Development Zone to B2 General Business Zone.

The Ewoldt Subdivision, located at the southwest corner of the intersection of U.S. Highway 34 and U.S. Highway 281, was rezoned from TA Transitional Agriculture to CD Commercial Development Zone at the request of Husker Retail Development Group by Ordinance 9035 on March 28, 2006. No activity has occurred on the site. It is recommended by staff, and required by city code, that this tract of ground, all of the Ewoldt Subdivision, be rezoned from CD Commercial Development Zone to TA Transitional Agriculture Zone.

## RECOMMENDATION:

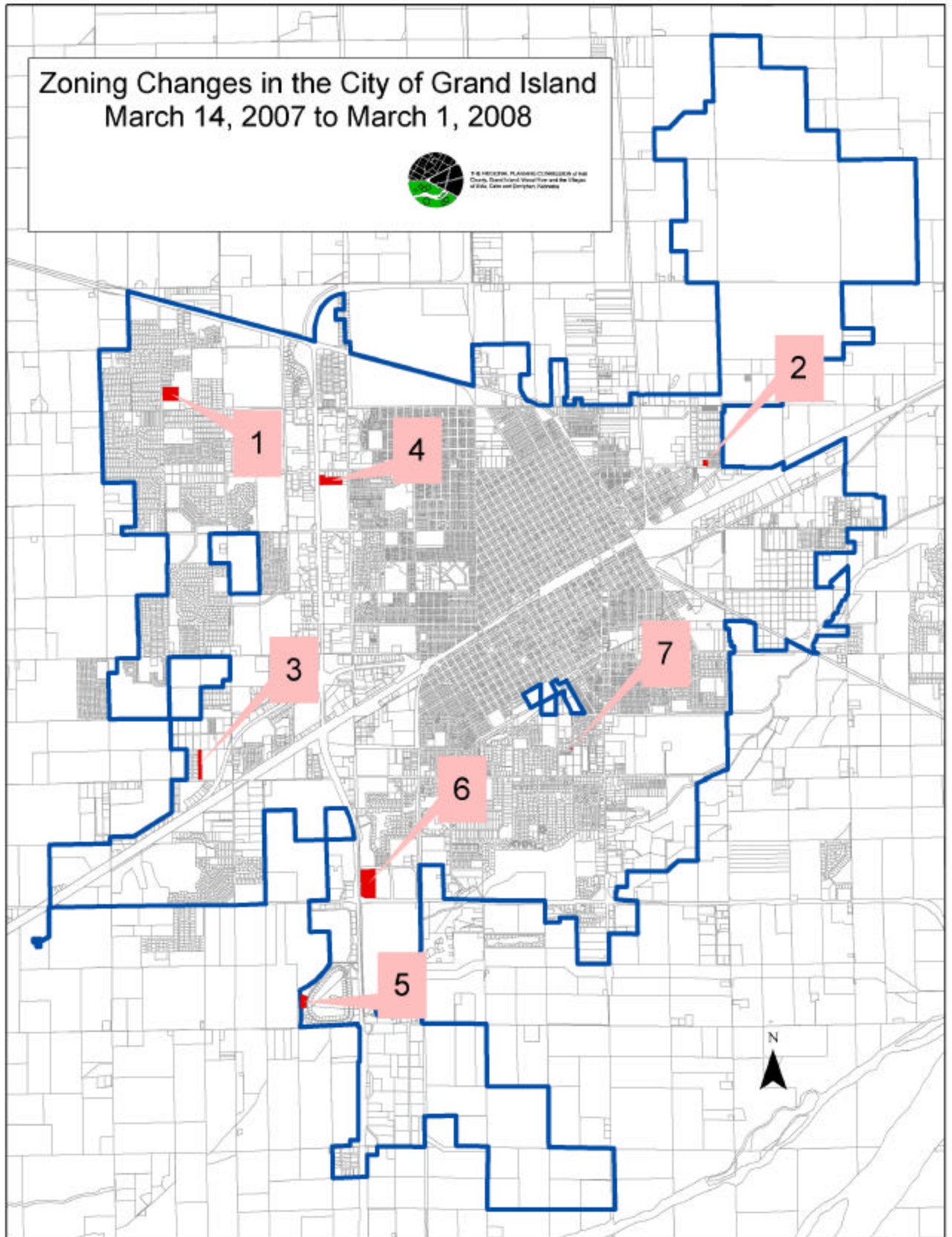
That the Regional Planning Commission recommend that the City Council of Grand Island revert the CD Zones for the Kings Crossing Development and the Ewoldt Subdivision and adopt this map as presented as the official Zoning Map for the City of Grand Island.

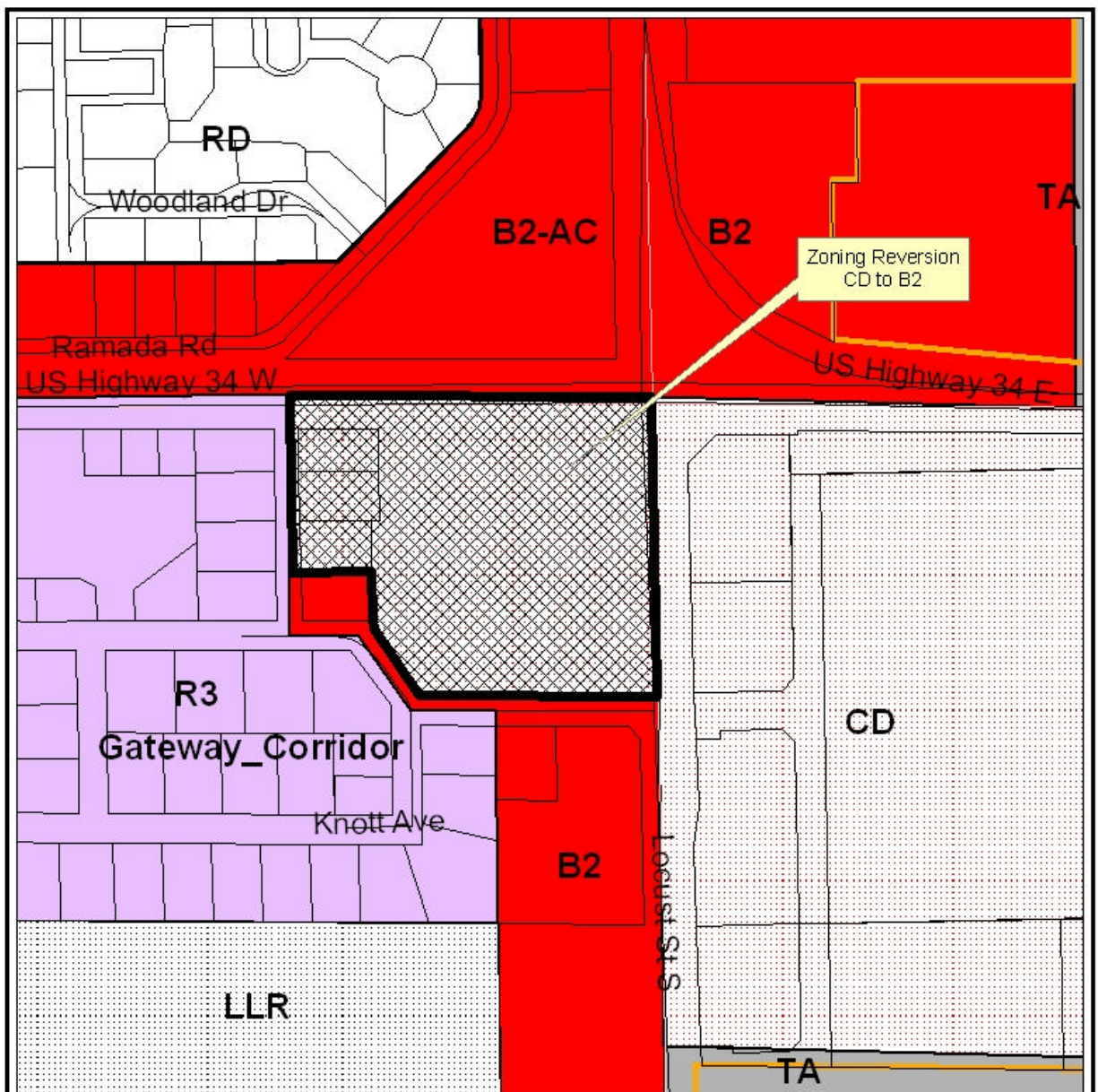
\_\_\_\_\_ Chad Nabity AICP, Planning Director

# Zoning Changes in the City of Grand Island March 14, 2007 to March 1, 2008





THE HISTORICAL PLANNING COMMISSION of the  
County Board (Grand Island) and the Village  
of Grand Island, Ohio and its members





# Zoning Reversion

-  From CD : Commercial Development Zone
-  To B2 : General Business Zone



Scale : NONE

C-11-2008GI



No members of the public spoke in favor or opposed to the zoning map.

### **Alternatives**

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

1. Approve the Grand Island Zoning Map as presented
2. Modify the Grand Island Zoning Map to meet the wishes of the Council
3. Table the issue

### **Recommendation**

A motion was made by Ruge, 2<sup>nd</sup> by Amick, to approve the Grand Island Zoning Map as presented.

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

### **Sample Motion**

Approve the adoption of the Grand Island Zoning Map.

## ORDINANCE NO. 9161

An ordinance repealing ordinance number 9019 and ordinance number 9035 and reverting the zoning designation of certain tracts of land within the zoning jurisdiction of the City of Grand Island; specifically reverting the land use classification of a tract of land comprising of a part of the Northeast Quarter (NE1/4) of Section 36, Township 11 North, Range 10 West of the 6<sup>th</sup> P.M. in Hall County, Nebraska, from CD-Commercial Development Zone to TA-Transitional Agricultural Zone; specifically reverting the land use classification of a tract of land consisting of Lots 6, 7 and 10 of Palu Subdivision and unplatted tracts of land as recorded in Instrument No. 200412508, Instrument No. 200412510 and Instrument No. 200500184 at the Hall County Register of Deeds, all located in the Northeast Quarter of the Northeast Quarter (NE1/4, NE1/4) of Section 33, Township 11 North, Range 9 West of the 6<sup>th</sup> P.M., City of Grand Island, Hall County, Nebraska from CD-Commercial Development Zone within the GCO-Gateway Corridor Overlay to B2-General Business Zone within the GCO-Gateway Corridor Overlay; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island according to the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on February 6, 2008, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on March 25, 2008, the City Council found and determined the reversion in zoning be approved and made and the prior ordinances be repealed.

ORDINANCE NO. 9061 (Cont.)

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

SECTION 1. Ordinance Number 9019 and Ordinance Number 9035 are hereby  
repealed.

SECTION 2. The following tract of land is hereby reverted and reclassified and  
changed from CD-Commercial Development Zone to TA-Transitional Agricultural Zone :

Commencing at the northeast corner of said NE1/4; thence on an assumed bearing  
of S02°04'06"E along the east line of said NE1/4 a distance of 104.43 feet; thence  
S87°55'54"W a distance of 116.80 feet to the point of intersection of the south  
right-of-way (R.O.W.) line of Husker Highway and the west R.O.W. line of U.S.  
Highway 281, said point also being the Point of Beginning; thence S02°24'13"E  
along and upon said west R.O.W. line a distance of 1468.77 feet; thence  
S01°30'13"E a distance of 1065.29 feet to the point of intersection of said west  
R.O.W. line and the south line of said NE1/4; thence S88°06'48"W along the  
south line of said NE1/4 a distance of 1207.02 feet; thence N02°02'58"W a  
distance of 1321.89 feet; thence S88°13'36"W a distance of 827.63 feet; thence  
N02°03'03"W a distance of 1279.01 feet to a point on the south R.O.W. line of  
Husker Highway; thence N88°20'15"E along and upon said south R.O.W. line a  
distance of 997.68 feet; thence N88°21'56"E a distance of 289.92 feet; thence  
N88°21'41"E a distance of 287.28 feet; thence N88°20'40"E a distance of 35.49  
feet; thence N01°39'20"W a distance of 12.00 feet; thence S82°01'25"E a distance  
of 431.92 feet to the point of beginning. Said tract contains 4,195,681 square feet  
or 96.32 acres more or less.

SECTION 3. The following tract of land is hereby reverted and reclassified and  
changed from CD-Commercial Development Zone within the GCO-Gateway Corridor Overlay  
to B2-General Business Zone within the GCO-Gateway Corridor Overlay:

Commencing at the northeast corner of said NE1/4; thence on an assumed bearing  
of S89°28'08"W along the north line of said NE1/4 a distance of 721.20 feet;  
thence S01°17'57"E a distance of 46.53 feet to the point of intersection of the east  
right-of-way (R.O.W.) line of Tri Street and the south R.O.W. line of U.S.  
Highway 34, said point also being the Point of Beginning; thence N89°44'53"E  
along said south R.O.W. line a distance of 614.30 feet to the point of intersection  
of said south R.O.W. line and the west R.O.W. line of Locust Street; thence  
S37°03'26"E along said west R.O.W. line a distance of 74.44 feet; thence  
S05°51'03"E a distance of 113.01 feet; thence S02°13'38"E a distance of 237.70

ORDINANCE NO. 9061 (Cont.)

feet; thence S02°13'38"E a distance of 111.27 feet; thence S45°03'16"W a distance of 33.95 feet to the point of intersection of said west R.O.W. line and the north R.O.W. line of Lake Street; thence N89°59'19"W along said north R.O.W. line a distance of 409.80 feet; thence N36°21'09"W a distance of 162.56 feet; thence N00°30'19"W a distance of 19.97 feet to the southeast corner of Lot 11 of said Palu Subdivision; thence N01°21'58"W along the east line of said Lot 11 a distance of 103.40 feet to the northeast corner of said Lot 11, said point also being the southeast corner of Lot 10 of said Palu Subdivision; thence S89°22'40"W along the south line of said Lot 10 a distance of 144.60 feet to the southwest corner of said Lot 10, said point also being on the east R.O.W. line of Tri Street; thence N01°21'03"W along said east R.O.W. line a distance of 289.12 feet to the point of beginning. Said tract contains 317,873 square feet or 7.30 acres more or less of which 0.79 acres is new dedicated public road right of way.

SECTION 4. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: March 25, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, March 25, 2008**

**Council Session**

## **Item G1**

**Approving Minutes of March 11, 2008 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**



CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 11, 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 March 11, 2008. Notice of the meeting was given in *The Grand Island Independent* on March 5, 2008.

President Mitchell Nickerson called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Brown, Haase, Zapata, Nickerson, Gilbert, Ramsey, and Niemann. Mayor Hornady and Councilmember's Gericke, Carney, and Meyer were absent. 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 Associate Pastor Alan Davis, Independent Bethel Baptist Church, 1223 East 6<sup>th</sup> Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: President Nickerson mentioned that Councilmember's Carney, Gericke, and Meyer were at the National League of City's conference in Washington, D.C. and Mayor Hornady was on vacation. Introduced were Community Youth Council members Allen Buck and Malorie Meier.

PUBLIC HEARINGS:

Public Hearing on Re-Adopting the City of Grand Island Official Zoning Map. Chad Nabity, Regional Planning Director reported that staff is not recommending any changes to the Zoning Map other than the reversion of two Commercial Development Zones for Ewoldt Subdivision and Kings Crossing Subdivision. No public testimony was heard.

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

Receipt of Official Document – Tort Claim Filed by Dianne G. Kelley.

Approving Minutes of February 26, 2008 City Council Regular Meeting.

Approving Minutes of March 3, 2008 City Council Special Meeting.

#2008-81 – Approving Final Plat and Subdivision Agreement for Copper Estates Second Subdivision. It was noted that Copper Creek Estates – Grand Island, LLC, owner had submitted the Final Plat and Subdivision Agreement for Copper Estates Second Subdivision located south of Indian Grass Drive and west of Cherokee Avenue, comprising of approximately 1.167 acres for the purpose of adding 2 feet to the back of 7 lots in Copper Creek Subdivision.

#2008-82 – Approving Final Plat and Subdivision Agreement for Spencer Acres Subdivision. It was noted that Mitchell and Susan Spencer, owners had submitted the Final Plat and Subdivision

Agreement for Spencer Acres Subdivision located between Ravenwood Subdivision and Hidden Lakes Subdivision, comprising of approximately 10.135 acres for the purpose of creating 2 lots.

#2008-83 – Approving Interlocal Agreement with the Community Redevelopment Authority for Quiet Zone Improvements.

#2008-84 – Approving Bid Award for Water Main Project 2008-W-4 (Crane Valley 4<sup>th</sup> Subdivision) with Diamond Engineering Co. of Grand Island, Nebraska in an Amount of \$55,499.71.

#2008-85 – Approving Certificate of Final Completion and Setting Board of Equalization Date of April 22, 2008 for Water Main District No. 455 – Park-View Area.

#2008-86 – Approving Award of Proposal for Engineering Services Related to Environmental Monitoring Services at the Landfill with Midwest Laboratories, Inc. of Omaha, Nebraska.

#2008-87 – Approving Bid Award for Law Enforcement Center Lawn & Landscaping Services with Johnson Law & Landscape, Inc. of Kearney, Nebraska in an Amount of \$8,684.00.

#2008-88 – Approving Contract for Cable Television Services at the Law Enforcement Center with Charter Communications of Kearney, Nebraska in an amount of \$1,000.00 one time installation and \$10.00 per month service fee.

#2008-89 – Approving Grant Award from Region III Behavioral Health Services in an Amount of \$600.00 for Community Youth Council 2008 Family Day in the Park.

#2008-90 – Approving Paul Essman of Capital City Concepts to Conduct Joint IBEW and Future Wage and Benefits Surveys in an Amount of Approximately \$15,000.00.

#### REQUESTS AND REFERRALS:

Consideration of Request from Stratford Plaza, LLC dba Howard Johnson Riverside Inn, 3333 Ramada Road for a Deletion of Approximately 180' x 130' to their Class "C-65949" Liquor License. RaNae Edwards, City Clerk reported this request was for the deletion of approximately 180' x 150' area which included the restaurant, kitchen, conference center, lobby, and atrium from the current Class "C-65949" liquor license. This area would be covered under a separate license which would come before the City Council for approval on March 25, 2008.

Motion by Gilbert, second by Brown to approve the request from Stratford Plaza, LLC dba Howard Johnson Riverside Inn, 3333 Ramada Road for a Partial Deletion to their Liquor License. Upon roll call vote, all voted aye. Motion adopted.

#### RESOLUTIONS:

#2008-91 – Approving Boundaries for Creation of Business Improvement District #6. Chad Nabity, Regional Planning Director reported owners of some of the properties along Second Street between Eddy and Grant Streets requested the creation of a business improvement district to create a landscaping district similar to the ones created on South Locust Street. The first step

in the creation of the district is for Council to define the boundaries of the area. Staff is suggesting an area bounded by South front Street on the north, First Street on the south, Eddy Street on the east and Garfield Street on the west.

Discussion was held concerning the district boundaries and the process of protesting out of the district. Bob Dodendorf, 1404 South Harrison Street spoke in support.

Motion by Haase, second by Zapata to approve Resolution #2008-91. Upon roll call, all voted aye. Motion adopted.

#2008-92 – Approving Designation of 1<sup>st</sup> Street as Stop Sign Protected from Cleveland Street to Washington Street. Steve Riehle, Public Works Director reported that the Nebraska Department of Roads (NDOR) is managing the project to widen US Highway 30 (2<sup>nd</sup> Street) from Grant Street to Greenwich Street. With the anticipated increase in traffic volumes on 1<sup>st</sup> Street they are requesting designated “Stop Sign Protected” Streets covering 1<sup>st</sup> Street from east of Blaine Street to west of Lincoln Avenue.

Motion by Zapata, second by Gilbert to approve Resolution #2008-92. Upon roll call vote, all voted aye. Motion adopted.

#2008-93 – Approving Settlement of Sapp Bros. Petroleum, Inc. Condemnation Appeal. Wes Nespor, Attorney for the City reported that acquisition of permanent and temporary rights-of-way and easements on the Capital Avenue widening project were needed. Negotiations to purchase the needed property from Poland Oil, Inc. (now known as Sapp Bros. Petroleum, Inc.) stalled and eminent domain proceedings were commenced. A settlement had been reached in the amount of \$44,758.00 and \$40,785.00 to be released from the Hall County Court.

Motion by Gilbert, second by Haase to approve Resolution #2008-93. Upon roll call vote, all voted aye. Motion adopted.

#### PAYMENT OF CLAIMS:

Motion by Brown, second by Haase to approve the Claims for the period of February 27, 2008 through March 11, 2008, for a total amount of \$2,406,390.80. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:25 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, March 25, 2008**

**Council Session**

## **Item G2**

**Approving Minutes of March 18, 2008 City Council Study Session**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

March 18, 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 March 18, 2008. Notice of the meeting was given in the *Grand Island Independent* on March 12, 2008.

Mayor Margaret Hornady called the meeting to order at 7:00 p.m. The following members were present: Councilmember's Brown, Haase, Nickerson, Gericke, Carney, Gilbert, Ramsey, Niemann, and Meyer. Councilmember Zapata was 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 Kip Smith, Peace Lutheran Church, 4018 Zola Lane followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady commented on

Presentation on 2008 Groundwater Survey Report. Jeff Pederson, City Administrator reported that at the September 18, 2007 City Council Study Session, Olsson Associates presented an updated groundwater removal study and computer model. The updated project had an estimated cost of \$23,385,000 in capital, with annual costs of \$1,876,412 for amortization and \$467,170 estimated annual operational expenses. This study session resulted in City Council's request for further study.

Mr. Pederson recognized the following people involved in conducting and preparing the study:

- Paul Briseno, Assistant to the City Administrator
- Dale Shotkoski, City Attorney
- Craig Lewis, Building Department Director
- Chad Nabity, Regional Planning Director
- Gary Mader, Utilities Director
- Steve Riehle, Public Works Director
- Pat Larson, Geographical Information System
- Wendy Meyer-Jerke, Public Information Officer
- Catrina Delosh, Public Works Administrative Assistant
- Ed Mslonka, Regional Planning Technician
- Jeff Pederson, City Administrator

Paul Briseno, Assistant to the City Administrator presented a PowerPoint of the survey results.

Total cost of the survey was \$2,554.23 with 6,799 surveys being mailed, 5,880 surveys delivered, and 919 returned as undeliverable. 1,554 responded to the survey with a response rate

of 26.43%. Over 900 respondents utilized the comment section of the survey. The following five questions were included in the survey:

1. Do you have a basement? Yes/No
2. Do you currently have groundwater intrusion problems in your basement? Yes/No
3. Have you had groundwater intrusion problems in your basement in the past? Yes/No
4. Have you taken measures to mitigate groundwater intrusion? Yes/No
5. Have the mitigation measures worked? Yes/No
6. Comments

Results of the Surveys:

- Over half of the respondents, or 58%, did not report having groundwater intrusion issues
- 33% or (514) reported they had groundwater intrusion in the past
- 9% reported they currently have groundwater intrusion
- 36% or (553) responded they currently have or in the past had groundwater intrusion
  - 60% or (329) took measures to mitigate
  - 64% or (211) were successful
  - 36% or (118) were unsuccessful

Timeline:

- 1969 Village of Parkview annexed
- 1976 Floodplain areas were adopted and the National Flood Insurance Program went into effect  
(Construction of basements in the floodplain was prohibited. Prior to 1976 prohibition of basement construction and regulations was nonexistent.)
- 1980 tornados hit Grand Island. City requested FEMA permission for construction of basements in the floodplain areas. FEMA approved request with exceptions.
- 1984 Capital Heights area in the northwest area of Grand Island was annexed
- 1995 City adopted a requirement for a subsurface drainage system to be installed for any new construction where the basement was 2 feet or more below the curb of the adjacent street  
(Of the 141 responses that currently have groundwater intrusion, only 8 were built after 1995)
- 2007 At the City's request, Olsson Associates updated the dewatering system

Conclusion:

- Of 5, 880 surveys delivered 26% or 1,554 surveys were received
  - 58% did not report having groundwater intrusion issues
  - 36% reported having groundwater intrusion either currently or at sometime in the past
    - 60% of these responses have taken measures to mitigate the issue on their own
  - 9% reported currently having groundwater intrusion

Question to the Council from this study was: Does the benefit received by the 9% that currently have groundwater intrusion outweigh the \$24 million capital and annual cost of \$1,876,412

amortized over 20 years and \$467,170 for operations for a dewatering project paid by all including the 91% who do not currently have groundwater intrusion issues?

The following people spoke regarding the Groundwater Survey Report 2008:

- Randy Stueven, 233 South Gunbarrell Road
- Cyndie Larson, 2811 Circle Drive
- Kevin Ohlman representing Thrasher Dewatering Systems spoke on behalf of Cyndie Larson, 2811 Circle Drive
- Darrell Dey, 2404 Vandergrift Avenue
- Vern Rempe, 1739 South Arthur Street
- Gene Pletcher, 2805 Circle Drive
- Jayne Decker, 2018 Pioneer Blvd

Councilmember Zapata present at 7:55 p.m.

Comments were made by council concerning the quality of life and importance of this issue. Kevin Prior representing Olsson Associates commented on the study regarding the problems of relocating the ground water and the costs. Steve Riehle, Public Works Director commented on storm sewer issues. Milt Moravek, Central Platte Natural Resources District answered questions about pumping water to the river with possible reimbursement for some of the costs.

Craig Lewis, Building Department Director commented on safety hazards regarding water in basements. Short term solutions were discussed. Gary Mader, Utilities Director commented on wells no longer in use because of possible contamination to the city's drinking water.

Councilmember Nickerson recommended a phased approach to the dewatering problems within the city.

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

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item G3

### Approving Initial Appointments to Business Improvement District #6

*The Mayor has submitted the names of Robert Dodendorf, Mike Wanek, Dallas Kime, Phil Maltzahn, Cheryl Niedfeldt, Randy Evans, and Bill Raile as the initial appointments to the Business Improvement District #6 Board. These appointments would become effective immediately*

Staff Contact: Mayor Hornady





# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item G4

### **#2008-94 - Approving Re-Adopting the City of Grand Island Official Zoning Map**

*This item relates to the aforementioned Ordinance Item F-3.*

Staff Contact: Chad Nabitv



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item G5

**#2008-95 - Approving Bid Award - Cooling Tower Rebuild at  
Platte Generating Station**

Staff Contact: Gary R. Mader; Wesley Nespor

# **Council Agenda Memo**

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

**Meeting:** March 25, 2008

**Subject:** Cooling Tower Rebuild – Platte Generating Station

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

**Presenter(s):** Timothy Luchsinger, Asst. Utilities Director

## **Background**

The Platte Generating Station utilizes a cooling tower as part of the plant's cooling water system. The cooling tower is constructed of wood and fiberglass specially treated for constant exposure to water and the outdoor elements. It has been in nearly continuous service since 1982, and major structural repairs are expected after 25 years of operation.

The tower is periodically inspected by specialists, who provide recommendations to its conditions and any possible corrective actions. These corrective actions are normally performed by contractors specializing in furnishing and installing cooling tower components. A recent evaluation recommended replacement of the tower's outside support columns, longitudinal and transverse support girts, and louvers. The plant engineering staff developed specifications for the replacement of these components. They include furnishing all required materials and labor for the project, some of which must be performed during the planned plant maintenance outage scheduled for this April.

## **Discussion**

The specifications for the Cooling Tower Rebuild 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 \$400,000.00.

Bidder	Bid Price	Adjusted Bid Price
Midwest Towers	\$248,535.00	\$248,535.00
Evap Tech, Inc.	\$246,786.00	\$260,950.54

The bids were reviewed by Utility Engineering staff. The bid from Midwest Towers had no exceptions. The bid from Evap Tech, Inc. took exception to sales tax and payment and performance bonds. Using pricing included in the bid, \$8,240.54 (7% of the material cost of \$117,722) was added for sales tax, and \$5,924 was added for the payment and performance bonds, which were not included in the “as read” bid price. Bid adjustments totaled \$14,164.54. Both bids are less than the engineer’s estimate.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council award the Contract for Cooling Tower Rebuild to Midwest Towers from Chickasha, OK, as the low responsive bidder, in the bid price amount of \$248,535.00.

### **Sample Motion**

Move to approve award of the bid of \$248,535.00 from Midwest Towers for the Cooling Tower Rebuild as submitted.



Working Together for a  
Better Tomorrow. Today.

## **SPECIFICATION PACKAGE 103-08**

**for**

## **COOLING TOWER REBUILD SPRING 2008**

**Bid Opening Date/Time**

**Tuesday, March 4, 2008 at 11:00 a.m. (local time)  
City of Grand Island, City Hall  
100 East 1<sup>st</sup> Street, P.O. Box 1968  
Grand Island, NE 68802-1968**

**Contact**

**City of Grand Island – Utilities Department  
Platte Generating Station  
308/385-5495**

**Date issued: February 8, 2008**

**ADVERTISEMENT TO BIDDERS  
FOR  
COOLING TOWER REBUILD SPRING 2008  
FOR  
CITY OF GRAND ISLAND, NEBRASKA**

**Sealed bids will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Tuesday, March 4, 2008 at 11:00 a.m. local time for Cooling Tower Rebuild Spring 2008, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall Council Conference Room #1 located on 1<sup>st</sup> floor of City Hall. Submit an original and three copies. Bid proposal package is also available on-line at [www.grand-island.com](http://www.grand-island.com) under Calendar/Bid Calendar. Bids received after the specified time will be returned unopened to sender.**

Bidders are encouraged to schedule a time to discuss the project, review the specification, and tour the cooling tower. The Contractor is required to inspect the cooling tower and verify all dimensions to insure that the work proposed can be accomplished without problems. Claims during construction will not be honored if it is determined that the Contractor could have foreseen the problem during the inspection. This outage date is not guaranteed and could move a few weeks either way.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fourteen (14) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered.** Surety companies authorized to do business in the State of Nebraska must issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

**CHECKLIST FOR BID SUBMISSION**  
**FOR**  
**COOLING TOWER REBUILD SPRING 2008**

**Bids must be received by the City Clerk before 11:00 a.m. (local time) on Tuesday, March 4, 2008.**

The following items must be completed for your bid to be considered.

- ☐ A signed original and three copies of the bidding documents.
- ☐ A reference list of at least three projects of similar scope and for a similar size tower, including a description, name, and phone contact.
- ☐ A summary of the experience of the Superintendent proposed for this project.
- ☐ Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- ☐ A proposed construction/test schedule including, material delivery schedule and preliminary construction schedule.
- ☐ The details of the proposed warranty.
- ☐ Selection of Nebraska Sales Tax Option.
- ☐ Acknowledgment of Addenda Number(s) \_\_\_\_\_.
- ☐ Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- ☐ A certified check, cashiers check or bid bond in a separate envelope attached to the **outside of the envelope containing the bid**. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.

*Please check off each item as completed.*

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

**COOLING TOWER REBUILD SPRING 2008**  
**BID DATA FORM**

CITY OF GRAND ISLAND  
 GRAND ISLAND, NE

The undersigned bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide such equipment FOB the City of Grand Island, freight prepaid, at the following price:

<b><u>ITEM DESCRIPTION</u></b>	<b><u>EXTENDED COST</u></b>
Base Bid:	
Material	\$ _____
Labor	\$ _____
Applicable Sales tax*	\$ _____
Total Base Bid	\$ _____

**\* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.0% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.**

☐ By checking this box, Bidder acknowledges that Addenda Number(s) \_\_\_\_\_ were received and considered in Bid preparation.

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

*Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.*

Option 1 (Section 1-017.05)\_\_\_\_\_ Option 2 (Section 1-017.06)\_\_\_\_\_ Option 3 (Section 1-017.07)\_\_\_\_\_

*If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.*

\_\_\_\_\_  
 Bidder Company Name Date

\_\_\_\_\_  
 Company Address City State Zip

\_\_\_\_\_  
 Print Name of Person Completing Bid Signature

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

☐ By checking this box, Bidder acknowledges there are Exceptions noted to the bid.  
**NOTE: Any exceptions to specifications must be fully explained on a separate sheet attached to bid.**



## INSTRUCTIONS TO BIDDERS

### 1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

### 3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form, must be filled in, preferably in BLACK ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island.

The Bidder shall acknowledge receipt of all addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

### 4. SUBMISSION OF BIDS.

All Bids must be submitted intact not later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided here in. Each Bid must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

### 5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 30 days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond each in the full amount of the Contract price within the time specified.

The Attorney-in-Fact that executes this bond in behalf of the Surety must attach a notarized copy of his power of attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

### 6. RETURN OF BID SECURITY.

Within 15 days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

### 7. BASIS OF AWARD

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Conformance with the terms of the Bid Documents.

Bid price.

Cost of installation.

Suitability to project requirements.

Delivery time.

Responsibility and qualification of Bidder.

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

#### 8. EXECUTION OF CONTRACT.

The successful Bidder shall, within 15 days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within 15 days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

#### 9. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

#### 10. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

#### 11. GRATUITIES AND KICKBACKS

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

## **CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *COOLING TOWER REBUILD SPRING 2008*; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of 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 for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

**ARTICLE I.** That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** bid signed and dated **[DATE OF BID]**.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

**ARTICLE II.** That the contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services 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 a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General 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 III.** That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:	\$ .00
Sales Tax on Materials/Equipment:	\$ .00
Sales Tax on Labor:	<u>\$ .00</u>
Total	\$ .00

**ARTICLE IV.** The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the COOLING TOWER BUILD SPRING 2008.

**ARTICLE V.** That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before **[DATE WORK TO BE COMPLETED]**.

**ARTICLE VI.** The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. 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 applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request.

**GRATUITIES AND KICKBACKS**

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

**[SUCCESSFUL BIDDER]**

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

The contract is in due form according to law and hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_



*Working Together for a  
Better Tomorrow, Today.*

**REQUEST FOR BIDS**  
**GENERAL SPECIFICATIONS**

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** \* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.0% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Bids shall include the following on the **outside** of the mailing envelope: **"Cooling Tower Rebuild Spring 2008"**. All sealed bids are due no later than **Tuesday, March 4, 2008 at 11:00 a.m. local time**. Submit **an original and three copies** of the bid to:

Mailing Address: City Clerk  
City Hall  
P. O. Box 1968  
Grand Island, NE 68802

Street Address: City Clerk  
City Hall  
100 E. First Street  
Grand Island, NE 68801

Bidders are encouraged to schedule a time to discuss the project, review the specification, and tour the cooling tower. The Contractor is required to inspect the cooling tower and verify all dimensions to insure that the work proposed can be accomplished without problems. Claims during construction will not be honored if it is determined that the Contractor could have foreseen the problem during the inspection. This outage date is not guaranteed and could move a few weeks either way.

Bids will be opened at this time in the City Hall Council Conference Room #1 located on 1<sup>st</sup> floor of City Hall. Any bid received after the specified date will not be considered. No verbal bid will be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy.

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fourteen (14) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered. Surety companies authorized to do business in the State of Nebraska must issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project as outlined in the Detailed Specifications.

All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

**All bids must be on the bid form and must be signed and dated to be accepted.** Please contact Lynn Mayhew at 308-385-5495, for questions concerning this specification.

## **COOLING TOWER REBUILD SPRING 2008**

- A. **SCOPE:** The Contractor shall provide material, labor, equipment, and supervision to replace the outer support columns and louvers on the cooling tower at the Platte Generating Station.
- B. **DESCRIPTION:** The Platte Generating Station is located at 1035 W. Wildwood Drive, two miles south of Grand Island, Nebraska. The Unit 1 cooling tower design is as follows:

**TOWER MAKE:** Marley

**TOWER MODEL NUMBER:** 6516-4-05

**NUMBER OF CELLS:** 5

**TOWER DESIGN:** Doubleflow – Crossflow

Built: 1982

Length: 5 at 40' = 200'

Width: 54' at basin, 68' at distribution

Height: 36'

Height in 6 Foot Increments (Cubes): 5

Underside of fan deck to top of distribution deck: 6'

Distribution Deck Width: 16'

Fan deck width: 68' (fan deck covers distribution decks)

**LOUVERS:**

Height: 30'

Vertical spacing: 3'

Dimensions: 12 oz. x 42" x 8' 3".

Number per run: 10

Offset: Sloped

**FILL:**

Type: 6" wide modified "T-bar", parallel to airflow.

Vertical spacing: 8"

Horizontal spacing: 12"

Air Travel: 16'

Number of decks in louver area: All

Basin curb to bottom fill support: -6"

**RISERS:**

Number: 2

Location: North end

Diameter: 42"

**COLD WATER BASIN:**

Distance Above Grade: 1'

Water Depth: 4'

Basin Depth: 5'

**TEMPERATURE PARAMETERS:**

Hot Water: 105 deg F

Cold Water: 85 deg F

Wet Bulb: 75 deg F

Flow Rate: 56500 gpm

**FAN DECK:**

Net Thickness: 1 1/8" plywood, plus 1/2" plywood overlay.

Joist Size: 2" x 6", transverse, doubled on columns, plus one between = 2' on center (O.C.).

Joist Support Size: 2" x 4", longitudinal, doubled on columns, 8' O.C.

**FAN STACK:**

Type: Marley, glass reinforced polyester plastic (GRP), velocity recovery (V.R.), vertical ribs.

Height: 18'

Diameter: 28'

Hole in Deck: 31'

**MECHANICAL:**

Motor:

Manufacturer: Siemens Allis (except cell E - WEG).

HP: 200/50

Volts: 460

Amps: 230/86

RPM: 1785/890

Service Factor: 1.0

Frame Size: 447 T

**Gear:**

Make: Amarillo

Model: Double reduction.

**Fan:**

Make: Hudson

Diameter: 28'

Number of Blades: 8

Blade Material: GRP

Seal Diameter: 6'

**Shaft:**

Make: Marley

Diameter: 6"

- C. SCOPE OF WORK: The Contractor shall provide material, labor, equipment, and supervision to:  
 Replace 100% transverse water level basin girts, c/w 304SS bolting and splice blocks.  
 Replace 100% longitudinal water level basin girts, c/w 304SS bolting and splice blocks.  
 Complete inspection of all anchor castings and associated bolting.  
 While online replace outer structural columns and louvers on the cooling tower as follows:

1. Replace supporting members with new fire retardant pressure treated wood.

- a. All lumber used in the repair of the cooling tower shall be pressure treated West Coastal Region Douglas Fir. Lumber grades shall be in accordance with Cooling Tower Institute STD-114, noting boxed heart lumber, as defined in section 6.1 of CTI STD-114, will not be allowed. All lumber shall be pressure treated in accordance with CTI Bulletin WMS-112 with a solution of Chromated Copper Arsenate of sufficient strength, applied pressure and duration to obtain a minimum of 0.4 pounds per cubic foot (as oxides) retention, as verified by sample borings. Boring sample reports, treatment reports and solution analysis reports shall be maintained and available upon owner request.
- b. The structural members must meet the environmental loads of ASCE-7, 60psf deck load on the fan deck, and 30 psf wind load. A complete set of load calculations shall be supplied for the wood members used in the repair. The calculations shall be stamped by a registered Nebraska Professional Engineer.
- c. All hardware shall be 304 stainless steel.
- d. Reuse anchor castings, unless broken or will not function as designed.

2. Louvers

- a. Louvers shall be replaced with ACB louvers.
  - b. The louvers shall be supported from the main cooling tower structure by pressure treated West Coastal Region Douglas Fir. The system shall be designed so the louvers rest on the top surface of the support arms. The supporting of the louvers from the underside of the louver arms shall not be allowed.
  - c. The support arms shall be attached to the structure near its center by a tie arm. The tie arm shall be fabricated from a nonferrous material such as stainless steel, glass reinforced polyester or polypropylene. The use of bent rod shall not be allowed. The design of the tie arms shall include wiper blades to preclude the flow of water down the arm. The tie arms shall be attached to the main structure by stainless steel hardware.
  - d. The design shall include seals at the end walls and the partition line.
3. New air seals constructed of treated fir plywood and copper flashing shall be supplied at the base of the louvers to the operating basin depth, to match the existing to prevent air by-pass at the louver face.
4. The Contractor shall legally dispose of all construction debris off site in an approved landfill. Documentation shall be provided

- D. WARRANTY: The Contractor shall warrant the material and workmanship used in the cooling tower rebuild against manufacturing, fabrication, and installation defects for a minimum of one year from the date placed in-service by the City. Details of all proposed warranties shall be submitted with the bid.
- E. EQUIPMENT AND SERVICES PROVIDED BY THE CITY: The City will provide 120 v. power within 20 feet of the cooling tower, a drinking water source, coordination of equipment tagout, and the specific items listed above.
- F. MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE CONTRACTOR: The Contractor shall provide all material, freight, equipment, labor, personnel protective equipment, tools, consumables, and supervision to fully perform the specified work without the assistance of City personnel. The Contractor is responsible for arranging disposal of debris and for temporary restroom facilities.



- G. QUALIFICATIONS: The Contractor shall be a firm specializing in the installation, maintenance, repair, and rebuilding of induced draft cooling towers used in the power generation industry. A reference list of projects of similar scope and complexity shall be provided with the Bid.
- H. FIELD SUPERVISOR: The Contractor shall provide an on-site supervisor to direct all rebuild work. The supervisor shall be thoroughly familiar and experienced with projects of similar scope, and will be expected to fully perform the work without the assistance of Platte Generating Station personnel or equipment. A summary of the experience of the service supervisor proposed for this project shall be provided with the Bid.
- I. SCHEDULE: It is planned that the City will shut down for 1 week from April 3, 2008 to April 10, 2008 for annual plant maintenance, entrance into the basin will not be able to occur until April 5<sup>th</sup>, 2008. If the rebuild is scheduled to take longer than the shutdown, then rebuild must continue during operation by isolating one cell at a time. The columns below the waterline will need to be replaced during the outage. If all columns cannot be replaced during the time the basin is drained then columns will need to be replaced above the waterline and then during another outage when the basin is drained have the columns replaced below the waterline. A platform will need to be built above the water line to prevent materials dropping into the basin during operation.

Bidders are encouraged to schedule a time to discuss the project, review the specification, and tour the cooling tower. The Contractor is required to inspect the cooling tower and verify all dimensions to insure that the work proposed can be accomplished without problems. Claims during construction will not be honored if it is determined that the Contractor could have foreseen the problem during the inspection. This outage date is not guaranteed and could move a few weeks either way.

Access to the City will be available at all times and the Contractor may determine working hours, however, the City staff will only be available during normal, daytime, weekday working hours.

The Contractor shall include with the bid a material delivery schedule and a preliminary construction schedule. No later than sixty days prior to the scheduled start of the outage the Contractor shall furnish the City with a detailed CPM schedule showing the overhaul activities, job duration, job start and finish dates, and manpower.

There is no separate contractor entrance at the Platte Generating Station. There is one gate with a card access security system and the Contractor may request to use access cards rather than request entry and exit each trip. There is a \$25.00 charge for all access cards that are not returned when the job is completed.

- J. SAFETY: The Contractor shall comply with all applicable OSHA regulations and with City welding/burning permit procedures. No smoking is permitted within 50 feet of the cooling tower.
- K. SERVICE RATES: The Contractor shall include a firm lump sum price for providing the specified materials, labor, supervision, expenses, and all other standard terms and conditions which will be in effect during the project. The Bid shall also include firm unit pricing for additions or changes that may be required outside of the specified scope.

**The Platte Generating Station is NOT tax exempt and is subject to 7.0% sales tax. See the Nebraska Department of Revenue web site at [www.revenue.state.ne.us](http://www.revenue.state.ne.us) for contractor's tax information.**

- L. INVOICING: When equipment and similar goods are purchased that cannot immediately be put into operation, the City reserves the right to withhold from payment of such invoice retainage of 10% of the amount pending approval of the operation of such equipment and/or goods. The retainage shall be paid after it is verified that the construction is completed and the tower operates satisfactorily.
- M. SUBMITTALS REQUIRED:
1. Contractor shall submit the following documentation for review with the bid:
    - a. References for at least 3 projects of a similar scope and for a similar size tower, including a description, name, and phone contact.
    - b. Superintendent's experience summary.
    - c. Material delivery schedule and preliminary construction schedule.

- d. Details of the proposed warranty.
- e. Firm lump sum pricing.
- f. Firm unit pricing for changes or additions.

- 2. No later than 90 days before the start of the outage the Contractor shall submit the following:
  - a. Number of office and tool trailers, power requirements for the trailers, and power requirements for the tower workers.
  - b. Detailed CPM schedule for material delivery and for all work.

N. CONTACT: To arrange for a visit for any questions regarding this specification, contact Lynn Mayhew at the Platte Generating Station, telephone 308-385-5495.

O. ATTACHMENTS:

- a. Marley Cooling Tower Co. drawing 72-3886 is attached for reference
- b. Marley Cooling Tower Co. drawing 71-392 is attached for reference
- c. Marley Cooling Tower Co. drawing 75-42434 is attached for reference
- d. Marley Cooling Tower Co. drawing 75-42284 is attached for reference
- e. Marley Cooling Tower Co. drawing 79-4269 is attached for reference
- f. Marley Cooling Tower Co. drawing 79-4276 is attached for reference
- g. Marley Cooling Tower Co. drawing 79-4728 is attached for reference
- h. Marley Cooling Tower Co. drawing 79-4729 is attached for reference
- i. Marley Cooling Tower Co. drawing 79-4255 is attached for reference
- j. Marley Cooling Tower Co. drawing 71-3408 is attached for reference
- k. Marley Cooling Tower Co. drawing 79-3281 is attached for reference
- l. Marley Cooling Tower Co. drawing 79-4149 is attached for reference
- m. Marley Cooling Tower Co. drawing 79-2280 is attached for reference
- n. Marley Cooling Tower Co. drawing 79-3208 is attached for reference

P. INSURANCE: The Contractor shall comply with the attached Insurance Requirements.

**MINIMUM INSURANCE REQUIREMENTS****CITY OF GRAND ISLAND, NEBRASKA**

The Bidder shall take out, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect himself and the interests of the City against all hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations to the fullest extent possible and provide no exclusions relative to any aspect of the work being performed for the City. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City but regardless of such approval, it shall be the responsibility of the Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

**1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State worker's compensation laws. The Bidder shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement.

The liability limits shall not be less than the following:

Workers' Compensation	Statutory
Employer's Liability	\$100,000 each person
	\$100,000 per disease
	\$500,000 policy limit

**2. COMPREHENSIVE AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder against all claims for injuries to members of the public and damage to property of others arising out of any act or omission of the Bidder, his agents, employees or subcontractors.

The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 combined single limit each occurrence
---------------------------------	--

**3. COMPREHENSIVE GENERAL LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder against all claims arising from injuries to members of the public or damage to property of others arising out of any action or omission of the Bidder, his agents, employees or subcontractors.

If the Bidder's work involves construction of sanitary sewers, storm sewers or water mains, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings or damage to underground property.

The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE**

The Bidder shall purchase and maintain owner's protective liability and property damage insurance issued in the name of the City, which shall protect the latter against any and all claims which might arise as a result of the operations of the Bidder or his subcontractors or the City and its agents and employees in fulfilling this Contract during the life of the Contract. The minimum amounts and coverage of such insurance shall be the same as required for comprehensive general liability. This policy shall be filed with the City.

**5. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under workers' compensation and employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits.

If the Bidder's work involves construction of sanitary sewers, storm sewers or water mains, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings or damage to underground property.

The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**6. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor in character and more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

**7. PROOF OF CARRIAGE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. **The certificates shall show the City as "Additionally Insured" for all coverages except Workers' Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or cancelled (strike the "endeavor to" wording often shown on certificate forms).**

## ATTACHMENTS:

1. Marley Cooling Tower Co. drawing 72-3886 is attached for reference
2. Marley Cooling Tower Co. drawing 71-392 is attached for reference
3. Marley Cooling Tower Co. drawing 75-42434 is attached for reference
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12. Marley Cooling Tower Co. drawing 79-4149 is attached for reference
13. Marley Cooling Tower Co. drawing 79-2280 is attached for reference
14. Marley Cooling Tower Co. drawing 79-3208 is attached for reference

If the drawings are not attached, please contact the Engineer for a copy

## **CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between **MIDWEST TOWERS, INC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *COOLING TOWER REBUILD SPRING 2008*; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of 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 for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. MIDWEST TOWERS, INC.'s bid signed and dated March 3, 2008.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services 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 a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General 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 III. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **Two Hundred Forty-Eight Thousand Five Hundred Thirty-Five and no/100 Dollars (\$248,535.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid-Materials:	\$ 83,959.00
Base Bid-Labor:	158,699.00
Sales Tax	<u>5,877.00</u>
Total	\$ 248,535.00

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the COOLING TOWER BUILD SPRING 2008.

ARTICLE V. That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before **April 30, 2008**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. 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 applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request.

## GRATUITIES AND KICKBACKS

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

## MIDWEST TOWERS, INC.

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

## CITY OF GRAND ISLAND, NEBRASKA

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

The contract is in due form according to law and hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_



Purchasing Division of Legal Department  
**INTEROFFICE MEMORANDUM**



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**AMENDED**  
**BID OPENING**

**BID OPENING DATE:** March 4, 2008 at 11:00 a.m.

**FOR:** Cooling Tower Rebuild Spring 2008

**DEPARTMENT:** Utilities

**ESTIMATE:** \$400,000.00

**FUND/ACCOUNT:** 520

**PUBLICATION DATE:** February 12, 2008

**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<b><u>Evap Tech, Inc.</u></b> Lenexa, KS	<b><u>Midwest Towers</u></b> Chickasha, OK
<b>Bid Security:</b>	Western Surety Company	Mid-Continent Casualty Co.
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>	<b>\$246,786.00</b>	<b>\$248,535.00</b>

cc: Gary Mader, Utilities Director  
Lynn Mayhew, Utilities Dept.  
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

**P1232**

RESOLUTION 2008-95

WHEREAS, the City of Grand Island invited sealed bids for Cooling Tower Rebuild – Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 4, 2008, bids were received, opened and reviewed; and

WHEREAS, Midwest Towers of Chickasha, Oklahoma, 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 \$248,535.00; and

WHEREAS, the bid of Midwest Towers is less than the estimate for the Cooling Tower Rebuild – Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Midwest Towers of Chickasha, Oklahoma in the amount of \$248,535.00 for Cooling Tower Rebuild – Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2008.

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

Attest:

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



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item G6

**#2008-96 - Approving Bid Award for Hot-Mix Asphalt for 2008**

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

# **Council Agenda Memo**

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

**Meeting:** March 25, 2008

**Subject:** Approving Bid Award for Hot-Mix Asphalt for 2008

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

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

## **Background**

On March 4, 2008 the Streets Division of the Public Works Department advertised for bids for the purchase of hot-mix asphalt to be used in conjunction with in-house asphalt work throughout the calendar year 2008.

## **Discussion**

Two (2) bids were received and opened on March 18, 2008. Each bid was submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

<b>Vendor</b>	<b>Exceptions</b>	<b>Unit Prices</b>
Gary Smith Construction Co., Inc.	None	Type "A" - \$34.80/ton Type "B" - \$28.40/ton Type "C" - \$33.65/ton
J.I.L. Asphalt Paving Co.	None	Type "A" - \$38.80/ton Type "B" - \$30.50/ton Type "C" - \$36.85/ton

The estimated quantities are as follows:

<b>Type of Asphaltic Concrete</b>	<b>Estimated Quantities</b>	<b>Unit Price</b>	<b>Total Dollar Amount</b>
"A"	500 tons	\$34.80	\$17,400.00
"B"	1000 tons	\$28.40	\$28,400.00
"C"	500 tons	\$33.65	\$16,825.00

There are sufficient funds in Account No. 10033503-85547 to purchase this material.

## **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 awarding the purchase of the hot-mix asphalt to Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

## **Sample Motion**

Motion to approve the award of the contract to Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

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



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 18, 2008 at 11:10 a.m.

**FOR:** Asphalt Hot-Mix for 2008

**DEPARTMENT:** Public Works

**ESTIMATE:** \$40.00 per ton

**FUND/ACCOUNT:** 10033503-85547

**PUBLICATION DATE:** March 4, 2008

**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

<b>Bidder:</b>	<u>Gary Smith Construction Co., Inc.</u> Grand Island NE	<u>J.I.L. Asphalt Paving Co.</u> Grand Island NE
<b>Bid Price:</b>		
Type "A":	\$34.80 per ton	\$38.80 per ton
Type "B":	\$28.40 per ton	\$30.50 per ton
Type "C":	\$33.65 per ton	\$36.85 per ton

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

Scott Johnson, Street Supt.  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

**P1238**

RESOLUTION 2008-96

WHEREAS, the City of Grand Island invited sealed bids for furnishing Asphalt Hot-Mix for 2008, according to plans and specifications on file with the Street Division of the Public Works Department; and

WHEREAS, on March 18, 2008, bids were received, opened and reviewed; and

WHEREAS, J.I.L. Asphalt Paving of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$34.80 per ton for Type "A" asphaltic concrete, \$28.40 per ton for Type "B" asphaltic concrete, and \$33.65 per ton for Type "C" asphaltic concrete.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of J.I.L. Asphalt Paving of Grand Island, Nebraska, in the amount of \$34.80 per ton for Type "A", \$28.40 per ton for Type "B" asphalt hot-mix and \$33.65 per ton for Type "C" asphaltic concrete hot-mix is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a contract for such project between the City and such contractor be entered into, and 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, March 25, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
March 20, 2008	<input type="checkbox"/>	City Attorney



# **City of Grand Island**

**Tuesday, March 25, 2008**

**Council Session**

## **Item G7**

**#2008-97 - Approving Bid Award for Portland Cement Concrete  
Ready-Mix for 2008**

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



# **Council Agenda Memo**

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

**Meeting:** March 25, 2008

**Subject:** Approving Bid Award for Concrete Ready-Mix for 2008

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

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

## **Background**

On March 4, 2008 the Streets Division of the Public Works Department advertised for bids for the purchase of portland cement concrete ready-mix to be used in conjunction with in-house concrete repairs throughout the calendar year 2008.

## **Discussion**

Two (2) bids were received and opened on March 18, 2008. Each bid was submitted in compliance with the contract and specifications with no exceptions. A summary of the bids is shown below.

<b>Vendor</b>	<b>Exceptions</b>	<b>Unit Prices</b>
Consolidated Concrete	None	\$69.25 per cubic yard
Gerhold Concrete Co., Inc.	None	\$70.00 per cubic yard

The construction industry is experiencing significant increases in the cost of doing business. The estimate of \$65.00, given at the time bids were advertised, was \$7.00 over the price paid for the 2007 year (\$58.00 per cubic yard).

The estimated quantity of portland cement concrete ready-mix is 1,600 cubic yards; for an estimated total of \$110,800.00.

There are sufficient funds in Account No. 10033503-85547 to purchase this material.

## **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 awarding the contract for the purchase of the Portland cement concrete ready-mix to Consolidated Concrete of Grand Island, Nebraska.

## **Sample Motion**

Motion to approve the award of the contract to Consolidated Concrete of Grand Island, Nebraska.

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



Dale M. Shotkoski, Assistant City Attorney

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**BID OPENING**

**BID OPENING DATE:** March 18, 2008 at 11:20 a.m.

**FOR:** Concrete Ready-Mix for 2008

**DEPARTMENT:** Public Works

**ESTIMATE:** \$65.00 per cubic yard

**FUND/ACCOUNT:** 10033503-85545

**PUBLICATION DATE:** March 4, 2008

**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<b><u>Consolidated Concrete</u></b> <b>Grand Island NE</b>	<b><u>Gerhold Concrete Co., Inc.</u></b> <b>Grand Island NE</b>
<b>Bid Price:</b>	<b>\$69.25 per cubic yard</b>	<b>\$70.00 per cubic yard</b>

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

Scott Johnson, Street Supt.  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

**P1239**

RESOLUTION 2008-97

WHEREAS, the City of Grand Island invited sealed bids for furnishing Concrete Ready-Mix for 2008 for the Street & Transportation Division, according to plans and specifications on file with the Street Division of the Public Works Department; and

WHEREAS, on March 18, 2008, bids were received, opened and reviewed; and

WHEREAS, Consolidated Concrete of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$69.25 per cubic yard; and

WHEREAS, the bid of Consolidated Concrete is less than the estimate for the concrete ready-mix.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Consolidated Concrete of Grand Island, Nebraska, in the amount of \$69.25 per cubic yard for concrete ready-mix is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a contract for such project between the City and such contractor be entered into, and 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, March 25, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2008	☐ City Attorney



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item G8

**#2008-98 - Approving Designating No Parking from 6 PM to 6 AM  
on Adams Street from 2nd Street South for 1/2 Block to the Alley**

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

# **Council Agenda Memo**

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

**Meeting:** March 25, 2008

**Subject:** Approving Designating No Parking from 6 PM to 6 AM on Adams Street from 2<sup>nd</sup> Street South for 1/2 Block to the Alley

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

**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 (2<sup>nd</sup> 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 2<sup>nd</sup> Street.

The first phase of the project will shift eastbound US Highway 30 traffic to the north side of 2<sup>nd</sup> Street. The NDOR is working with property owners along the south side of 2<sup>nd</sup> Street for access during this first phase. Many will use 1<sup>st</sup> Street for access to businesses and residences along the south side of 2<sup>nd</sup> Street during that first phase.

## **Discussion**

The NDOR is working with Casey's General Store (1219 W 2<sup>nd</sup> Street) on access to their property for fuel delivery trucks and they have requested Adams Street be designated as No Parking, from 6 PM to 6 AM from 2<sup>nd</sup> Street south for 1/2 block to the alley. As part of the widening project on 2<sup>nd</sup> Street the north driveways to Casey's parking lot will be closed. This driveway closure could cause difficulty in getting fuel deliveries to the store. Casey's General Store believes if vehicles are not parked on the street near their west driveway fuel delivery will not be affected.

## **Alternatives**

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

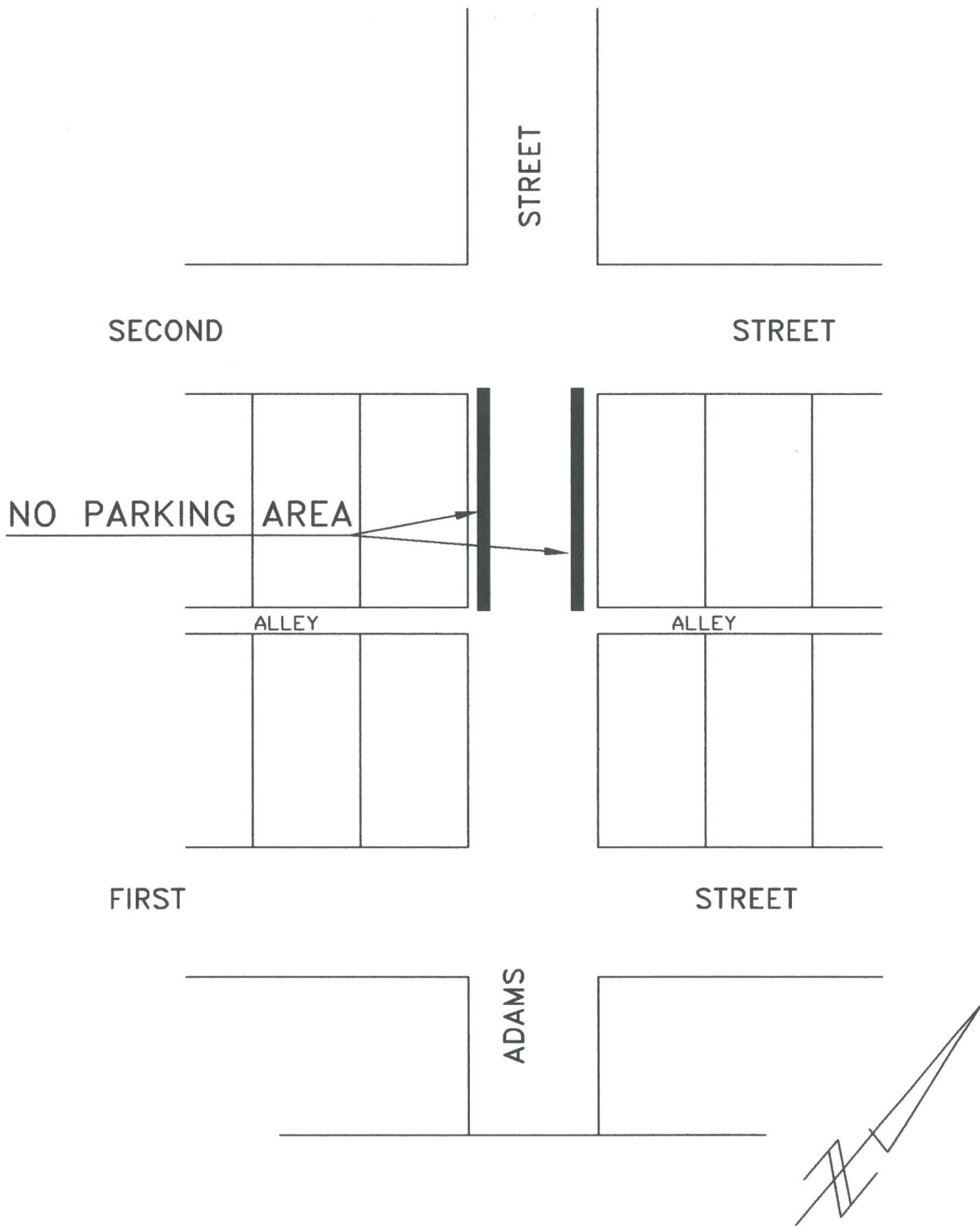
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the 6 PM to 6 AM No Parking restriction on Adams Street from 2<sup>nd</sup> Street south for ½ block to the alley.

## **Sample Motion**

Motion to approve No Parking restriction.





RESOLUTION 2008-98

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 potential traffic congestion and safety issues, the Public Works Department is requesting that No Parking be allowed on Adams Street from Second Street south for ½ block to the alley between 6 PM and 6 AM; 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 Adams Street from Second Street south for ½ block to the alley between 6 PM and 6 AM.
2. The City's Street Division shall erect and maintain the signs necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2008.

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

Attest:

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



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item G9

**#2008-99 - Approving Bid Award for Electrical Installation at  
Campground (9) Pads - Heartland Public Shooting Park**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

**From:** Steve Paustian, Parks and Recreation Director

**Meeting:** March 25, 2008

**Subject:** Bid Award for Electrical Installation at Campground (9) Pads-Heartland Public Shooting Park

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

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

## **Background**

The City of Grand Island is in the process of developing a campground at the Heartland Public Shooting Park. The Campground is part of the original master plan adopted by the City Council.

## **Discussion**

Bids were requested to supply electrical services to 9 camper pads. Three bids were received with the low bid provided by Middleton Electric of Grand Island in the amount of \$20,770.00. Fund to pay for this contract will come from account number 40044450 90026.

## **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 Middleton Electric in the amount of \$20,770.00.

## **Sample Motion**

Move to approve the bid to Middleton Electric for electrical installation at the Campground of the Heartland Public Shooting Park.

Purchasing Division of Legal Department  
**INTEROFFICE MEMORANDUM**



Wes Nespor, Assistant City Attorney

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**BID OPENING**

**BID OPENING DATE:** March 18, 2008 at 11:30 a.m.

**FOR:** Electrical Installation at Campground (9) Pads – Heartland Public Shooting Park

**DEPARTMENT:** Parks and Recreation

**ESTIMATE:** \$35,000.00

**FUND/ACCOUNT:** 40044450-90026

**PUBLICATION DATE:** March 7, 2008

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

<b>Bidder:</b>	<u>Mid-Plains Power, Inc.</u>	<u>Heartland Electric Company</u>
	Grand Island NE	Grand Island NE
<b>Bid Security:</b>	Travelers Casualty	Fidelity & Deposit Co.
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>	\$24,466.94	\$25,610.00

<b>Bidder:</b>	<u>Middleton Electric, Inc.</u>
	Grand Island NE
<b>Bid Security:</b>	Merchants Bonding Co.
<b>Exceptions:</b>	None
<b>Bid Price:</b>	\$20,770.00

cc: Steve Paustian, Parks & Recreation Director  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

Patti Buettner, Parks & Rec. Secretary  
Wes Nespor, Assist. City Attorney

RESOLUTION 2008-99

WHEREAS, the City of Grand Island invited sealed bids for Electrical Installation at Campground (9) Pads at the Heartland Public Shooting Park, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on March 18, 2008, bids were received, opened and reviewed; and

WHEREAS, the Middleton Electric Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$20,770.00; and

WHEREAS, the Middleton Electric Company's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of the Middleton Electric Company of Grand Island, Nebraska, in the amount of \$20,770.00 construction is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with Middleton Electric Company for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2008.

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

Attest:

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

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



# **City of Grand Island**

**Tuesday, March 25, 2008**

**Council Session**

## **Item G10**

**#2008-100 - Approving Subordination Agreement for Doug &  
Angie Boersen, 3324 Homestead Drive**

**Staff Contact: Jonik**

# **Council Agenda Memo**

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

**Council Meeting:** March 25, 2008

**Subject:** Subordination Request for 3324 N. Homestead Dr.

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

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

## **Background**

The City of Grand Island has a Deed of Trust filed on property at 3324 North Homestead Drive in the amount of \$25,000.00. In July 2005, Community Development Block Grant funds were loaned to the owners to assist in the rehabilitation of a home in the Owner-occupied rehabilitation program. The legal description is:

Lot One (1) in Homestead Second Subdivision, Grand Island,  
Hall County, Nebraska

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

## **Discussion**

The City's current Deed of Trust is junior in priority to a Deed of Trust to HomeComings Financial in the amount of \$95,838.00. The new lien would combine the senior Deed of Trust with a third lien through Competitive Mortgage for \$32,000 for a total first mortgage of \$132,500.00. By law, the new Deed of Trust would be junior in priority to the City's lien. However, the new lender has asked the City to subordinate to the new Deed of Trust.

The appraised value of the property is \$174,000.000 and is sufficient to secure the first mortgage of \$95,838.00, the third mortgage of \$32,000.00, and the City's mortgage of \$25,000.00. The loan from the City reduces 10% annually for a period of 10 years. If the

owners live at this property for 10 years from the origination date of the Deed of Trust, the lien will be forgiven in full.

The Community Development Advisory Committee reviewed subordination documents and have recommended approval of the request.

### **ALTERNATIVES**

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

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

### **RECOMMENDATION**

City Administration recommends that the Council approve the Subordination Request placing the City in second position to the new Deed of Trust.

### **SAMPLE MOTION**

Move to approve the Subordination Agreement placing the City in second position to the new Deed of Trust.



## SUBORDINATION AGREEMENT

COMES NOW the City of Grand Island, Nebraska, secured party/beneficiary and hereby subordinates its trust deed/real estate lien recorded August 12, 2005 on the following described real estate:

Lot One (1) in Homestead Second Subdivision, Hall County, Nebraska  
a/k/a 3324 Homestead Drive

It is the intent of this Agreement that the trust deed for amounts loaned by Pathway to Douglas A. and Angela M. Boersen (Borrowers) that has been or is about to be filed, shall be superior to the trust deed/real estate lien of the City of Grand Island, its successors and assigns recorded August 12, 2005, up to the amount of \$132,500 plus interest and amounts advanced to protect the collateral. Thereafter, the City of Grand Island's lien shall have priority. It is further understood that this subordination shall include all current obligations, extensions, renewals, advances or modifications made by the City of Grand Island, Nebraska to Borrowers which is secured by the trust deed/real estate lien recorded August 12, 2005 as Document Number 0200507865 in the records of the Register of Deeds of Hall County, Nebraska. Nothing in this Subordination Agreement is intended as a promise to provide financing or make advances to Borrowers by the City of Grand Island, Nebraska and it is not the intention of the City of Grand Island, Nebraska to warrant or guarantee the obligations of Borrowers but merely to subordinate its lien interests under the instrument recorded at Document Number 0200507865. It is understood that Pathway intends to lend funds to Borrower/s but that the amount that will be superior to the City of Grand Island's lien is not to exceed \$132,500 plus interest and amounts advanced to protect the collateral.

Nothing in this instrument is intended to relieve Borrowers of their obligation to make payments to the City of Grand Island, Nebraska or to subordinate any other lien interests including, but not limited to, real estate taxes and special assessments.

Dated: \_\_\_\_\_ City of Grand Island, Nebraska

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

STATE OF NEBRASKA     )  
                                  )ss.  
COUNTY OF HALL        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
2008, by Margaret Hornady, Mayor of the City of Grand Island, Nebraska.

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

R E S O L U T I O N    2008-100

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated July 1, 2005 and recorded on August 12, 2005 as Instrument No. 0200507865, in the amount of \$25,000.00, secured by property located at 3324 N. Homestead Drive and owned by Douglas A. Boersen and Angela M. Boersen, husband and wife, said property being described as follows:

Lot One (1), Homestead Second Subdivision in the City of Grand Island, Hall County, Nebraska.

WHEREAS, Douglas and Angela Boersen wish to execute a Deed of Trust and Note in the amount of \$ \$132,500.00 with Pathway to be secured by the above-described real estate conditioned upon the City subordinating its Deed of Trust to their lien priority; and

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2008.

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

Attest:

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

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



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item G11

**#2008-101 - Approving Modification to Lease Agreement for Multi-Function Copy Machines at Law Enforcement Center**

Staff Contact: Steve Lamken

# **Council Agenda Memo**

**From:** Captain Robert Falldorf, Police Department

**Meeting:** March 25, 2008

**Subject:** Modification of Lease Agreement for Multi-Function Copy Machines at Law Enforcement Center

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

**Presenter(s):** Steve Lamken, Chief of Police

## **Background**

In December of 2005, after seeking proposals for a copy machine lease, the Grand Island Police Department entered into a lease agreement with Eakes Office Products (low quote) for a 48-month lease of a multi-function copy machine.

On November 27, 2007 the Police Department received Council Approval to expand on the lease agreement with Eakes, adding four additional new multi-function copy machines to the one used multi-function machine that was already being leased (Resolution 2007-297). The lease term agreement was also expanded from a 48-month lease to a 60-month lease. The total amount of the 60-month lease agreement was \$31,596, which the police department was going to receive revenue from the Sheriff's Department in the amount of \$9,478.80 over the 60-month period as a cost share.

After moving into the new Law Enforcement Center it was determined that only three new multi-function copy machines were needed for operational use instead of four and that the Sheriff's Office would only be doing a cost share on the three new machines. The police department contacted Eakes Office Products and inquired about removing one of the four new multi-function copy machines from the 60-month agreement, which Eakes agreed to.

## **Discussion**

The police department is seeking council approval for an amended 60-month lease agreement with Eakes Office Products. The new lease agreement amount will be \$27,063.60 for the 60 month lease period and this is the amount that will be fully paid by the police department. The police department will then receive revenue from the Sheriff's

Department in the amount of \$4,451.22 for the 60-month lease period to cover their cost share on the three new multi-function copiers.

### **Alternatives**

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

1. Approve the amended lease agreement for copy machines with Eakes.
2. Send to committee for further discussion.
3. Table for more discussion.
4. Take no action.

### **Recommendation**

City Administration recommends that the Council approve the amended lease agreement with Eakes Office Products for the 60-month lease term.

### **Sample Motion**

Move to approve the amended lease agreement with Eakes Office Products for the 60-month lease term.

# Hometown Leasing Customer Summary

## Section I

Date		
Company Name	Mailing Address	Tax/Fed Number
Eakes Office Plus	617 West 3rd Street Grand Island, NE 68802	
Name of Partner, Officer or Contact:		Primary Business Activity
Organization Type (Individual, Proprietorship, Partnership, Corp, LLC, Governmental)		DBA
Corporation		
Company Phone#	Bank Name and Telephone Number:	
(308)382-9580		

Hometown Leasing is authorized to make credit inquiries relating to the copy management or lease agreement under consideration.

\_\_\_\_\_  
Authorized Signature

Attest: \_\_\_\_\_  
RaNae Edwards

## Section II USA PATRIOT Act

Section II must be completed for all first time contracts for new Eakes customers.

Hometown Leasing complies with Section 326 of the USA PATRIOT Act. This law mandates that we verify information about you while processing your lease application.

Name of Individual Signing Summary	Social Security # of Signer
Primary Address of Signer (Driver's License Address - No PO Boxes)	
Date of Birth (From Driver's License)	

☐ I have viewed the Driver's License of the individual signing this agreement.

Salesperson Signature \_\_\_\_\_ Dated \_\_\_\_\_

Printed Name \_\_\_\_\_

## Section III

How long has business been an Eakes customer?	Accounts Receivable Turnover

## Section IV

Estimated Selling Price \$ \_\_\_\_\_ Type of Product being leased: \_\_\_\_\_

Political Rates Used ☐ Yes ☐ No

Existing Lease ☐ Yes ☐ No

Lease Term (# of Months): \_\_\_\_\_

Churches only - # of Families/Members \_\_\_\_\_

Salesperson Name: 1709 Jeremy Reimers

COMMENTS \_\_\_\_\_

Approval: \_\_\_\_\_ Decline: \_\_\_\_\_



617 W. 3rd. Street  
Grand Island, NE 68801  
308-382-8026

# Copy Management Agreement

(C-P-C Plan)

Contract Date: March 17, 2008

## LESSEE INFORMATION

Full Legal Name: Eakes Office Plus  
Billing Address: 617 West 3rd Street Phone: (308)382-9580  
City: Grand Island County: Hall State: NE Zip: 68802

## EQUIPMENT LOCATION Equipment shall not be removed from this location without written consent of Lessor.

Street Address: 617 West 3rd Street  
City: Grand Island County: Hall State: NE Zip: 68802

## EQUIPMENT INFORMATION

Make/Model/Description	Serial Number	Cost-Per-Copy (Output)	Guaranteed Minimum Monthly Output	Cost-Per-Copy Additional Output
See Exhibit A		0.02506	18,000	0.0145
		(Cost per Copy rounded to 5 decimal points)		

## TERM/PAYMENT INFORMATION

Term in Months	First C-P-C Payment +	Security Deposit + (last payment)	Sales Tax +	Administrative Fees =	Total Payment Enclosed
60	\$451.06	\$451.06	\$63.14	\$40.00	\$1,005.26

## INITIAL METER READING

Unit #1: Unit #2: Unit #3: Unit #4:

## CUSTOMER SIGNATURE

YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT, AND ANY ATTACHMENTS TO SAME (ALL OF WHICH ARE INCLUDED BY REFERENCE) AND BECOME PART OF THIS AGREEMENT. YOU ACKNOWLEDGE TO HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS AND UNDERSTAND THAT THIS IS A NON-CANCELABLE AGREEMENT FOR THE FULL TERM SHOWN ABOVE. THE PERSON WHO IS SIGNING ON THIS COPY MANAGEMENT AGREEMENT ON BEHALF OF THE LESSEE HEREBY ACKNOWLEDGES AND REPRESENTS THAT HE/SHE HAS DUE AND LAWFUL AUTHORIZATION AND AUTHORITY TO EXECUTE THIS COPY MANAGEMENT AGREEMENT AND TO BIND THE LESSEE TO ITS TERMS AND CONDITIONS.

Attest:

Signature RaNaee Edwards Title: Mayor Date: 03/17/08  
(Authorized Signature)

Print Name Margaret Hornady For: Eakes Office Plus

## OWNER ACCEPTANCE

Signature \_\_\_\_\_ Date: 03/17/08  
(Authorized Signature)

Title: \_\_\_\_\_ For: Eakes, Inc.

Salesperson: 1709 Jeremy Reimers

# EXHIBIT "A"

Eakes, Inc.  
617 W. 3rd. Street  
P.O. Box 2098  
Grand Island, NE 68801

Dated: March 17, 2008

Exhibit forming part of the Agreement between  
Eakes, Inc., Grand Island, Nebraska (Lessor) and  
Eakes Office Plus, Grand Island, NE (Lessee)

Make/Model/Description	Serial	Initial Meter Reading	Location
AR168D	75098965	50	
ARD16	7500082X		
AR150ABD	1009997		
ARNB2N	1010084		
ARFX9	1010185		
AR168D	75096875	50	
ARD16	7500115X		
AR150ABD	1009998		
ARNB2N	1010085		
ARFX9	1010184		
AR168D	75096905	50	
ARD16	7500081X		
AR150ABD	1009999		
ARNB2N	1010086		
ARFX9	1010183		
ARM455NB	55028511		
ARDU3	5E008552		
ARFN7	50300375		
ARFX12	5E205213		
ARPN1B	50200239		
ARNS3	1007881		



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Eakes Office Plus Inc.  
P. O. Box 2098  
Grand Island, NE 68802-2098  
(308)382-9580, ext. 182  
or 1-800-658-4072, ext. 182



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Eakes Office Plus  
617 West 3rd Street  
Grand Island, NE 68802

Account #: 613255  
Invoice Date: 03/17/08  
Invoice #: Deposit  
Location: 6

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**First and Security Deposit Due Upon Start of Contract**

First Monthly Payment	\$451.06
Security Deposit	451.06
Administrative Fees	<u>40.00</u>
Subtotal	\$942.12
Sales Tax	<u>63.14</u>
Total Invoice	<u><u>\$1,005.26</u></u>

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TERMS AND CONDITIONS OF SALE: Due net on 10th of month following date of purchase.  
1.33% per month (15.96% annual interest) charged on balance past 30 days.



617 W. 3rd. Street  
Grand Island, NE 68801  
308-382-8026

Eakes Office Plus  
617 West 3rd Street  
Grand Island, NE 68802

**Letter of Instruction**  
**(Quarterly Meter Billing)**

We are pleased to provide this letter of instruction for the copy management agreement dated March 17, 2008. Eakes Office Plus will provide you with service and supplies for the equipment covered by this agreement according to the terms stated on the agreement and in this letter.

1. Your first and last monthly payment is payable to Eakes Office Plus and is due upon signing this agreement.
2. Subsequent monthly payments on this agreement will be made to Hometown Leasing.
3. You will receive a coupon book and payment instructions directly from Hometown Leasing. If you are interested in electronic payment options you may contact Hometown Leasing.
4. Eakes Office Plus will send you a self-addressed post card quarterly to record the copier meter reading and the amount of unopened toner containers you have on hand. Please return this information to Eakes Office Plus according to the instructions printed on the post card within seven (7) days of receipt to allow for shipment of copy supplies in a timely manner.
5. Eakes Office Plus will bill you quarterly for any output above the guaranteed minimum.
6. This agreement includes all service parts, developer, and black toner at no additional charge as stated in the agreement terms. Toner for black print only machines is shipped quarterly based on previous usage reported. Black toner for color capable machines must be ordered as needed. Any color toner is purchased and billed separately.
7. If, at any time during a quarter, you need additional toner, please contact us in Grand Island at (308) 382-9580, ext. 182 or at (800) 658-4072, ext. 182. We will ship additional toner upon your request.
8. If, at any time, you need to request service, please contact Service Dispatch at (308) 382-9580, ext. 1 or at (800) 658-4072, ext. 1 or go to our website at [www.eakes.com](http://www.eakes.com).
9. At the end of the lease you may return the equipment to Eakes Office Plus, relieving you of any further commitment.
10. Or, if you have fulfilled all of the obligations under this lease and are not in default thereunder, at the end of the term of the lease the equipment may be purchased at \$1.00. If lessee fails to remit to lessor the purchase price within thirty (30) days after the end of the term of the lease, or within thirty (30) days after lessor notifies lessee in writing of the availability of the option to purchase, whichever is later, this option to purchase shall expire.
11. As stated in the agreement, personal property taxes and insurance coverage on the rented equipment are the responsibility of the lessee.

Your business is greatly appreciated, and we look forward to being of service.

Customer Acknowledgement:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

RESOLUTION 2008-101

WHEREAS, the Police Department has previously entered into a contract with Eakes Office Plus for the lease of five multi function copier machines for the Law Enforcement Center with a 60 month lease of \$31,596 of which the Hall County Sheriff's Office cost share was \$9,478.80; and

WHEREAS, The Hall County Sheriff's Office will provide their own primary copier and only four multi function copiers are needed in the Law Enforcement Center of which the Sheriff's Office will cost share three machines ; and

WHEREAS, Eakes Office Plus will take one multi function copier off of the lease and provide four multi function copiers for the Law Enforcement Center for a 60 month lease of \$27,063.60 and the Hall County Sheriff's Office will cost share three machines for \$4,451.22;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the lease for multi function copier machines for the Law Enforcement Center be amended to provide four multi function copiers for a 60 month lease price of \$27,063.60 of which the Hall County Sheriff's Office will cost share \$4,451.22 for use of three of the machines.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, \_\_\_\_\_, 2008.

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

Attest:

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



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item I1

**#2008-102 - Consideration of Request from West Garden GI, Inc.  
dba Old Fashioned Garden Cafe, 3333 Ramada Road for a Class  
"C" Liquor License and Liquor Manager Designation for Clifford  
Roper, 14919 Borman Street, Omaha, Nebraska**

Staff Contact: RaNae Edwards

RESOLUTION 2008-102

WHEREAS, an application was filed by West Garden GI, Inc., doing business as Old Fashioned Garden Cafe at 3333 Ramada Road, Grand Island, Nebraska, for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on March 15, 2008; such publication cost being \$16.03; and

WHEREAS, Clifford Roper, 14919 Borman Street., Omaha, Nebraska, has applied for a liquor manager designation for the business; and

WHEREAS, a public hearing was held on March 25, 2008, for the purpose of discussing such liquor license application.

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

- \_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.
- \_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.
- \_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:  
\_\_\_\_\_
- \_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ The City of Grand Island hereby recommends approval of Clifford Roper, 14919 Borman Street, Omaha, Nebraska, as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2008.

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

Attest:

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

Approved as to Form	☐ _____
March 20, 2008	☐ City Attorney



# City of Grand Island

Tuesday, March 25, 2008

Council Session

## Item J1

### **Approving Payment of Claims for the Period of March 12, 2008 through March 25, 2008**

*The Claims for the period of March 12, 2008 through March 25, 2008 for a total amount of \$3,996,045.39. A MOTION is in order.*

Staff Contact: David Springer