
City of Grand Island



Tuesday, August 12, 2008

Council Session Packet

City Council:

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

Mayor:

Margaret Hornady

City Administrator:

Jeff Pederson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Father Richard Piontkowski, St. Mary's Catholic Church, 204 South Cedar Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item E1

**Public Hearing on Request from Roadhouse Garage, Inc. dba
Roadhouse Garage & Grill, 2710 Diers Avenue, Suite B for a Class
“C” Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 12, 2008

Subject: Public Hearing on Request from Roadhouse Garage, Inc.
dba Roadhouse Garage & Grill, 2710 Diers Avenue,
Suite B 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

Roadhouse Garage, Inc. dba Roadhouse Garage & Grill, 2710 Diers Avenue, Suite B 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.

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.

After review of the Police Department report (see attached) it is recommended that the City Council approve the application of Roadhouse Garage, Inc. with the restrictions that Sarah Tjaden and Jeff Leo have no involvement in the operation of the business.

Also included with the application was a request from Thomas Schutte, 4227 Calvin Drive for a Liquor Manager designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application of the Roadhouse Garage, Inc. dba Roadhouse Garage & Grill, 2710 Diers Avenue, Suite B for a Class "C" Liquor License contingent upon final inspection and with the restrictions that Sarah Tjaden and Jeff Leo have no involvement in the operation of the business. Also approve the request from Thomas Schutte, 4227 Calvin Drive for a Liquor Manager designation, contingent upon Mr. Schutte completing a state approved alcohol server/seller training program.

INTEROFFICE
MEMORANDUM
Police Department



*Working Together for a
Better Tomorrow. Today.*

DATE: August 1, 2008

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Application for Liquor License & Manager Designation
The Roadhouse Garage & Grill, 2710 Diers Avenue,
Suite B, Grand Island, NE



The Grand Island Police Department received an application from Thomas Schutte, the proposed owner, for a liquor license for the Roadhouse Garage & Grill and a Manager Designation for Thomas Schutte. The business is currently called the Roadhouse Garage and is owned by Sara Tjaden (until 7-10-2008).

The Roadhouse Garage has a hearing with the Liquor Commission on August 1, 2008. At the time of this report, the hearing has been continued. Tjaden is accused of violating the terms of her liquor license by allowing Jeff Leo to participate in the bar business. Thomas Schutte has been an employee of The Roadhouse for the last two years.

I checked Spillman and NCJIS to access some criminal records on Schutte. I could not find any discrepancies from what he disclosed on the application. None of his listed convictions would automatically exclude him from getting a liquor license.

While reviewing the application, I noticed that Schutte stated that he would be using a Five Points Bank account for the business, and that he is the only person authorized to write checks and make withdrawals from the account. In another section of the application, I noticed that Sarah Tjaden also has a Five Points Bank account for the Roadhouse Garage. The account was opened on 2-13-2006. On July 10, 2008, Thomas Schutte was added to the account. According to the signature card statement, only one signature is required to make a withdrawal. 7-10-2008 was supposed to be the day that the sale of the business was finalized.

On July 25, 2008, I received some information from Five Points Bank. I was told that Thomas Schutte only has one account with them, and that's the account he was just added to with Sarah Tjaden. This contradicts the information that he provided on the application.

I met with Thomas Schutte at the Roadhouse Garage on 7-28-2008. Thomas said that he has already purchased the Roadhouse from Sarah Tjaden. I asked him if the sale was contingent upon him getting a

liquor license, and he said that it was not. Thomas said that if he didn't get a liquor license, he would have to sell the business as quickly as possible.

I showed Thomas the application and asked him about question number ten that says he has a business account at Five Points Bank where he is the only person on the account. I then showed him the copy of the signature card where he was added to Sarah Tjaden's Five Points Bank account for the Roadhouse. Thomas acknowledged that he only has one business account for the Roadhouse, and it's the one with Sara Tjaden. I told Thomas that it didn't make sense to me that he would have a joint account with Tjaden where she could take money out of the account when she doesn't have any interest in the business. Thomas advised that Tjaden told him that it would be easier that way. Thomas said that he had been trying to get her off of the account. I asked him if he asked her to take her name off of the account, and he said that he had not.

Thomas then told me that Tjaden filled out the application for him, and he just signed it where she told him to. I asked Thomas if he read it before he signed it, and he said that he looked it over. I also pointed out to Thomas that there is a spot on the application where the applicant is supposed to name the person who helped them fill out the application if he didn't do it himself. There was a "N/A" in that blank.

I also asked Thomas about the shares of stock in the company. I showed him a copy of a certificate that indicated he owned 3,000 shares out of 10,000 shares of stock. Each share is valued at \$5. I asked Thomas where the other 7,000 shares were located. Thomas acted surprised and said that he didn't know. He wasn't aware that he owned any shares.

I told Thomas that I would probably recommend a denial of the application to the City Council unless he could prove to me that there is only one business account for the Roadhouse with him being the only person on the account. I also instructed him to come up with some answers on the stock issues.

On 7-31-2008, I spoke to Sarah Tjaden at her apartment. Sarah said that she "helped" Thomas fill out the liquor license application. When asked why Thomas was added to her bank account, she pointed out number 6 on the application under "Required Attachments." It reads, "If wishing to run on current liquor license enclose temporary agency agreement (must be Commission form only, must include a copy of the signature card from the bank showing both the seller and buyer's name on the account)."

Sarah acknowledged that she sold the business, however, she still has bills to pay. Sarah advised that she could remain on the account for thirty days after a liquor license is issued to Thomas. Sarah said she would take her name off of the account sometime during that 30-day period.

Sarah said that when she started the business, the Roadhouse was a corporation had 10,000 shares of stock. She owned 3,000 shares. Sarah said that when she sold the business, she had to sell her shares of stock which is the purchase price including tangible items. Sarah said the corporation still holds 7,000 shares of private stock.

I also received a message from Thomas on 7-31-2008. He left an explanation as to why Sarah is still on the Roadhouse account. He also addressed the stock situation.

All in all, the Police Department recommends that a liquor license be issued to The Roadhouse Garage & Grill (under Thomas Schutte's ownership) ;with the stipulation that Sarah Tjaden and Jeff Leo are excluded from the operation of the business. If Thomas Schutte is granted a liquor license, Tjaden assured me that she will have nothing to do with the Roadhouse other than the lease of the building and collecting rent. The Police Department also does not have any objections to Thomas Schutte becoming the liquor manager for the Roadhouse Garage and Grill.



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item E2

**Public Hearing on Request from Consolidated Concrete Co. for a
Conditional Use Permit for Use of Two Conex Containers to Store
Concrete Admixtures Located at 3440 West Old Highway 30**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: August 12, 2008

Subject: Request of Consolidated Concrete Company for
Approval of a Conditional Use Permit to Allow for the
Use of Two Shipping Containers as Temporary Buildings
at 3440 West Old Highway #30, Grand Island, NE

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

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for the use of two shipping containers for temporary buildings at the above referenced site. Section 36-89 of the Grand Island Zoning code provides for temporary buildings and uses not to exceed two years in undeveloped areas, if approved by the City Council. I believe the intent of this section is to allow for temporary buildings and uses while permanent facilities are under construction or in this case while a determination is made as to a process or location.

Discussion

This request is for approval to use two shipping containers to house admixtures and equipment (pumps and motors) to facilitate the mixing of concrete at the existing batch plant. The containers have been located on the site since June of 2007 at which time Consolidated Concrete was informed of the options of either converting the containers to meet building codes or applying for a conditional use permit from the City Council.

These containers are different from typical shipping containers used for storage as these have electrical wiring supplying the equipment located within.

The application states the proposed use is for two years with permanent facilities planned for construction in 2010 or 2011. As the containers have already been in place for a year I would recommend approval only until the end of 2009, which would accommodate their need and allow a 30 month time frame.

The site location is such that it would not appear that this request will have any negative impact on the neighboring properties.

Alternatives

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

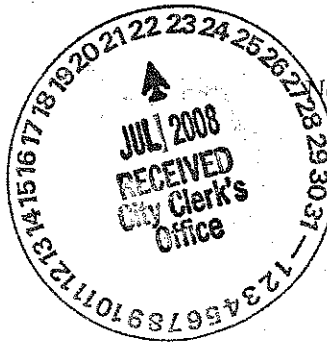
1. Approve the request
2. Refer the issue to a Committee
3. Modify the request to meet the wishes of the Council
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the request of a conditional use permit for a 30 month period expiring December 31, 2009.

Sample Motion

Move to approve the request for a conditional use permit for two temporary shipping containers used as an equipment structure for a thirty month period, expiring December 31, 2009.



Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: To use two Conex Containers to store concrete admixtures in.
2. The owner(s) of the described property is/are: Consolidated Concrete Co.
3. The legal description of the property is: Lot 1 Spelts-Schultz Industrial Sub.
4. The address of the property is: 3440 W Old Hwy 30
5. The zoning classification of the property is: Industrial
6. Existing improvements on the property is: Redi Mix Concrete Plant
7. The duration of the proposed use is: Two Years
8. Plans for construction of permanent facility is: Winter of 2010 / 2011
9. The character of the immediate neighborhood is: Industrial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: We currently have two Conex containers sitting on an 8" concrete slab beside our plant. According to the Grand Island code, they need to be on a permanent foundation. We want to try this system for two years prior to making the invesment of a foundation.

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

7-21-08

Date

[Signature] General Manager
Owners(s)

384-2003

Phone Number

3440 W OLD Hwy 30

Address

Grand Island

City

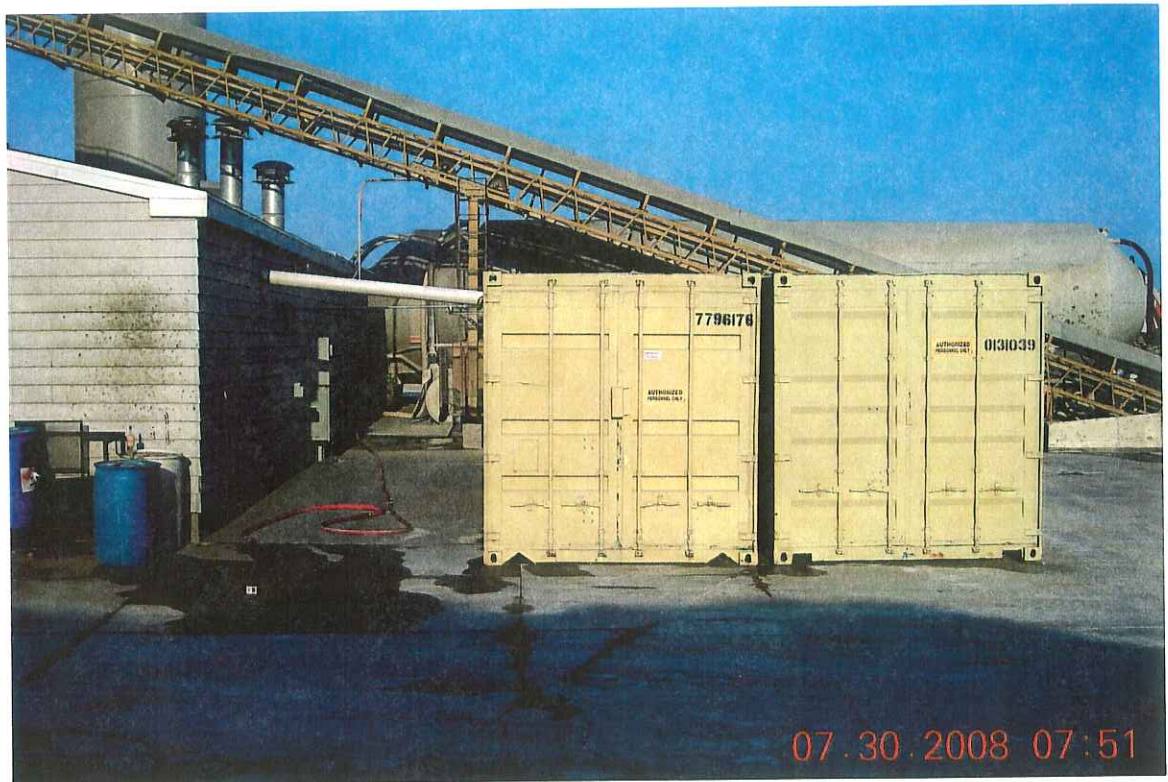
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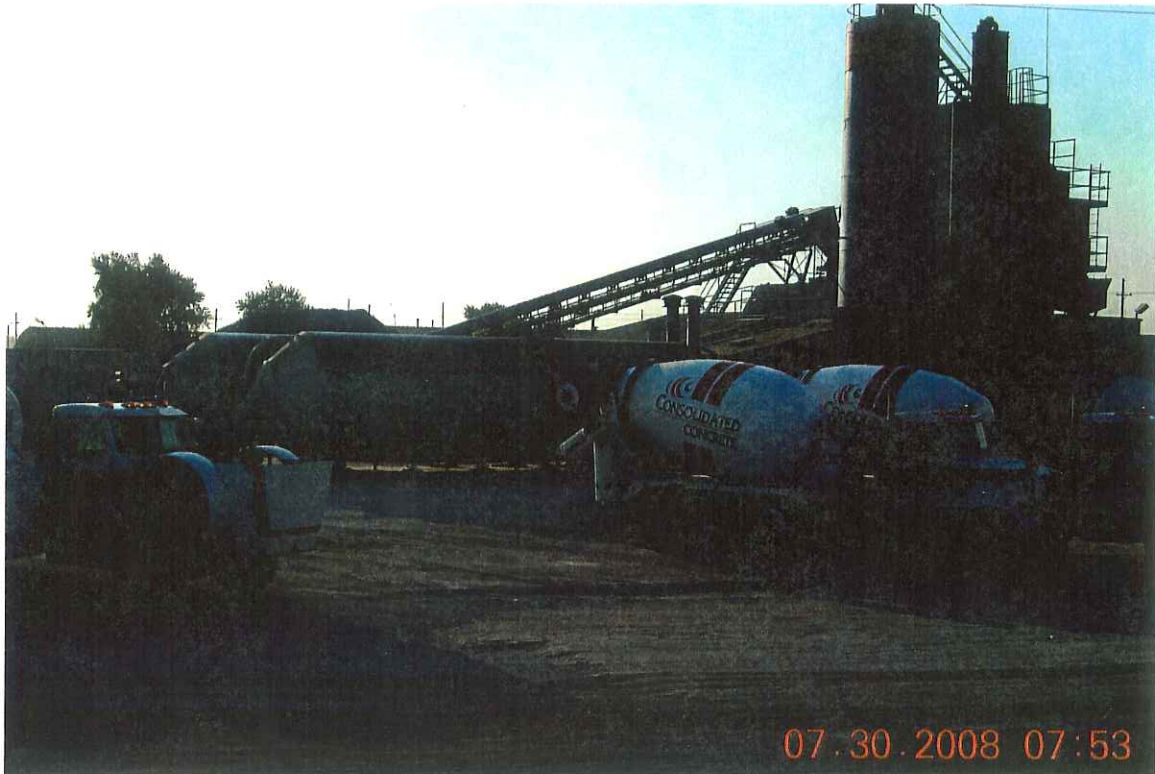
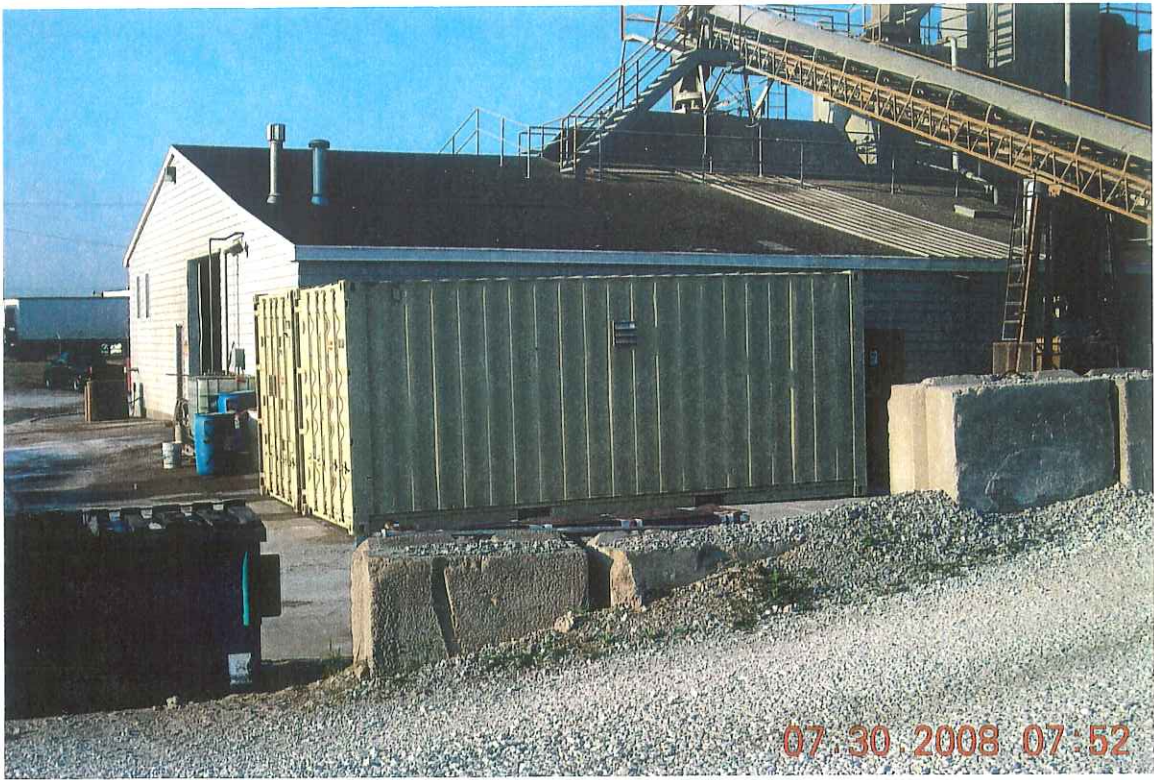
State

68803

Zip

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









City of Grand Island

Tuesday, August 12, 2008

Council Session

Item E3

**Public Hearing Concerning Acquisition of Utility Easement - 3625
Old Potash Hwy. - County of Hall, Hornady Family Limited
Partnership and Hornady Manufacturing**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: August 12, 2008

Subject: Acquisition of Utility Easement – County of Hall, Hornady Family Limited Partnership and Hornady Manufacturing, 3625 Old Potash Hwy.

Item #'s: E-3 & G-13

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Hall County located on the west side of Hornady Mfg. at 3625 Old Potash Hwy., in Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground cable and a pad-mounted transformer to provide service to the new expansion of Hornady Manufacturing.

Alternatives

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

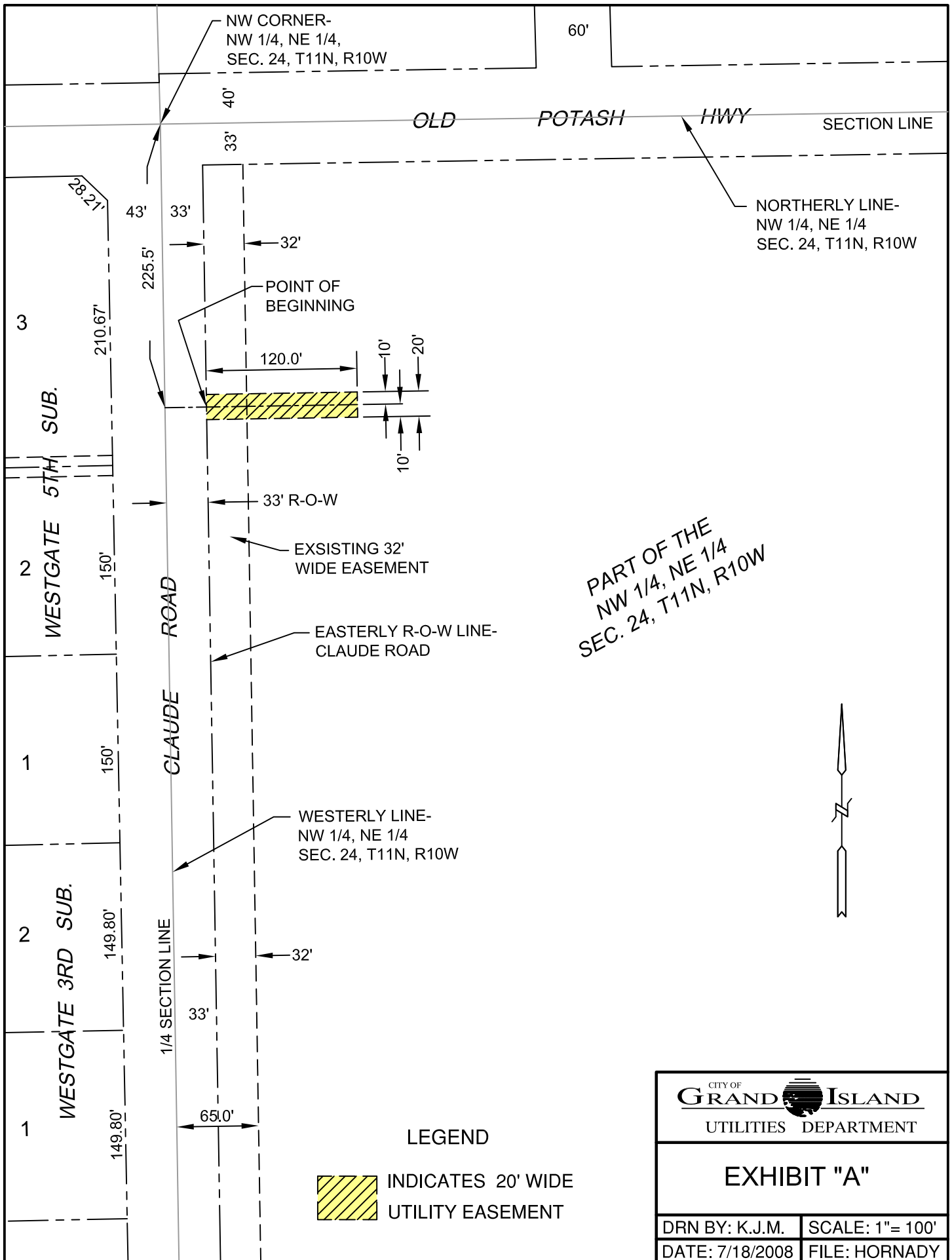
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



<p>CITY OF GRAND ISLAND UTILITIES DEPARTMENT</p>	
<p>EXHIBIT "A"</p>	
<p>DRN BY: K.J.M.</p>	<p>SCALE: 1"= 100'</p>
<p>DATE: 7/18/2008</p>	<p>FILE: HORNADY</p>



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item E4

Public Hearing on Proposed FY 2008-2009 City Single Budget

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: August 12, 2008

Subject: Public Hearing for FY 2008-2009 Single City Budget

Item #'s: E-4

Presenter(s): Dave Springer, Finance Director

Background

The budget process for the City of Grand Island begins in April with internal budget compilation and culminates with the submittal of the final budget to the State Auditor in September. Following are accomplishments that have occurred:

- * Departments reviewed their current budgets and submitted 2008-2009 budget requests.
- * Outside Agencies were contacted to submit their budget requests for next year.
- * Requests were reviewed with each department by City Administration.
- * 2008-2009 preliminary budget was adjusted to promote efficiencies and effectiveness.
- * Individual Board review and approval took place for CRA and Solid Waste Agency.
- * On June 17th, the City Council conducted a Study Session to review the proposed FTE requests, funding of Outside Agencies, and Fee Schedule changes. These were approved on June 24th.
- * On July 22, the City Council conducted a public hearing and approved the Solid Waste Agency Budget.

Discussion

At the August 12th council meeting, the City Council is asked to conduct a public hearing on the proposed budget to allow for public input. The public hearing will be followed up by a Special Budget meeting on August 19th and 20th & 21st if needed, where council will be able to ask questions and respond to information concerning the proposed budget and public input. At the August 19th meeting, the Council will be asked to make determination on the budget or set further meetings to move toward determination.

Future steps concerning the budget include:

August 19, 2008	Special Budget meeting and approval of salary ordinance.
August 20, 2008	Special Budget meeting, if needed. County certifies taxable values.
August 21, 2008	Special Budget meeting, if needed
August 26, 2008	Adopt budget and approve lid limit increase Council approves BID budgets & assessments and sets date for Board of Equalization.
September 9, 2008	Public hearing on General Property, Parking District #2, and CRA tax requests Establish Parking District #1 occupation tax request Establish property tax requests for General Property, Parking District #2, and CRA. Public hearing and amend ment to current year budget, if needed.
September 21, 2007	Submit Budget to State Auditor
September 23, 2008	Board of Equalization for BIDs and ordinance for assessments.

Recommendation

The Council is asked to conduct the public hearing and take information from the citizens. After conducting the hearing, it is recommended that the City Council take the information under advisement for further discussion at the August 19th Special Budget Session.

The budget transmittal letter, a “Budget in Brief”, and a draft document of the budget have been provided to Council in mid-July. If any further information is needed, please contact City Administration.



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item E5

**Public Hearing on Community Redevelopment Authority (CRA)
Budget**

Staff Contact: Chad Nabity

COMMUNITY REDEVELOPMENT AUTHORITY

2008-2009 ANNUAL BUDGET

It is my privilege to present to you the budget for the Community Redevelopment Authority for 2008-2009. This plan and budget continues the high-quality services that have enabled the CRA to partner with the City of Grand Island, private developers and businesses, and with property owners in the blighted and substandard areas to make Grand Island vibrant, clean, safe, and attractive.

The CRA budget for 2008-2009 is offered to you with a review of the responsibilities of the CRA. Those responsibilities and abilities are outlined in State Statutes and are summarized, in part, as follows:

The creation of Redevelopment Authorities was authorized by the Nebraska Legislature in order to provide communities with the ability to address certain areas of a city in need of improvement and development. Powers granted to Community Redevelopment Authorities are outlined in Chapter 18 of the Statutes and include the ability to expend funds to acquire substandard or blighted areas, make public improvements, and assist with development and redevelopment projects in specified areas. The Authority has virtually the same powers as any political subdivision, including borrowing money, issuing bonds, undertaking surveys and appraisals and asking for a levy of taxes.

A five-member board, appointed by the Mayor with the approval of the City Council, governs the CRA. The CRA is administered by a Director and devotes the overwhelming share of its resources to highly visible and effective programs. The CRA funds its programs primarily through assessments on taxable properties within the Grand Island city limits.

BLIGHTED AND SUBSTANDARD AREAS

There are five (7) designated Blighted and Substandard Areas within the Grand Island City Limits. The City Of Grand Island has the authority to designate up to 35% of the community a blighted and substandard. At present 16.66% of the City has been designated blighted and substandard.

CRA MISSION

The CRA's mission is to reduce, slow or eliminate blighting influences on property in those areas that have been designated as blighted and substandard. They do this by encouraging new investment and improved infrastructure in older areas of the community through the use of tax increment financing. They also take an active role in purchasing and demolishing properties that need to be cleared. This property is then made available for redevelopment.

FISCAL RESOURCES

General Revenues For 2008-2009,

The CRA is requesting property tax revenues of \$475,000 down from \$500,000 in 2007-08. Historically, the levies and tax askings have been:

2007-2008	2006-2007	2005-2006	2004-2005	2003-2004	2002-2003
\$0.0225655	\$0.022824	\$0.023625	\$0.024287	\$0.025325	\$0.024721
\$500,000	\$477,204	\$456,540	\$457,391	\$402,431	\$388,713

At the July 7, 2008 meeting, the Community Redevelopment Authority approved the proposed budget establishing a preliminary request of \$0.020935 for each hundred dollars of valuation for an anticipated \$475,000 based on an estimated taxable valuation of \$2,268,944,277.

Program Funding

The Community Redevelopment Authority has the ability to assist private developers and governmental entities with the commercial, residential or mixed-use redevelopment projects throughout the City. Specific detail on projects is as follows:

- Purchase of Dilapidated Properties/Infrastructure. The 2008-2009 budget includes \$100,000 for the acquisition of substandard properties in the blighted and substandard areas and for the provision of infrastructure. The Authority will consider any property within a designated area.
- Facade Development \$200,000 has been budgeted for the façade development program, including grants and interest buy down these projects are unidentified at this time. This program has been used extensively in the Downtown area but is available to all blighted and substandard areas.
- Train Horns: A total amount of \$240,000 has been reserved for participation in the way side horn project in Downtown Grand Island. This project is a joint project funded by the City and the CRA through an interlocal agreement. \$140,000 was reserved from the 2007-08 other projects funds for this project.
- Other Projects: \$500,000 has been reserved for other projects in the blights and substandard areas. This funding can be assigned to specific projects including but not limited to infrastructure improvements in the blighted and substandard areas that would support larger redevelopment plans.

CONCLUSION

A continued aggressive approach toward redevelopment will be the focus for the CRA in 2008-2009. The investments this community has made in housing, redevelopment efforts, infrastructure and economic development, bode well for the future of the community.

This budget reflects the continued and changing needs of the community. The Community Redevelopment Authority is to be commended for the difference their dedication and vision is making in this community.

COMMUNITY REDEVELOPMENT AUTHORITY
FY 2008 - 2009 BUDGET

	2006 Actual	2007 Actual	2008 Budget	2008 Projected	2009 Budget
CONSOLIDATED					
Beginning Cash	1,139,803	1,309,485	952,497	952,497	937,422
REVENUE:					
Property Taxes	635,183	699,422	722,796	722,796	697,796
Loan Proceeds	8,785	-			
Interest Income	30,243	45,272	10,000	30,000	10,000
Land Sales	-	14,837	50,000	-	50,000
Other Revenue	1,938	6,506	-	-	-
TOTAL REVENUE	676,149	766,037	782,796	752,796	757,796
TOTAL RESOURCES	1,815,952	2,075,522	1,735,293	1,705,293	1,695,218
EXPENSES					
Auditing & Accounting	6,263	4,900	8,000	6,500	8,000
Legal Services	3,530	5,500	10,000	5,000	10,000
Consulting Services	-	999	10,000	5,000	10,000
Contract Services	49,804	48,430	40,000	40,000	40,000
Printing & Binding	-	-	1,000	800	1,000
Other Professional Services	-	3,429	6,000	5,500	6,000
General Liability Insurance	-	-	250	250	250
Postage	-	-	-	125	200
Legal Notices	908	303	800	900	800
Licenses & Fees	-	-	-	-	-
Travel & Training	-	70	1,500	500	1,000
Other Expenditures	(50)	14	500	200	500
Office Supplies	114	32	500	200	500
Supplies	-	-	300	100	300
Land	160,608	15,137	100,000	50,000	100,000
Façade Improvement	100,020	127,300	200,000	180,000	200,000
South Locust	3,900	-	-	-	-
2nd Street BID					55,000
Outstanding Façade Improvement Grants					218,000
Horns					240,000
Other Committed Projects					45,750
Other Projects	-	706,680	500,000	250,000	500,000
Property Taxes BID Fees					-
Property Management					-
Bond Principal	96,736	112,739	128,002	128,002	128,002
Bond Interest	84,634	97,492	94,794	94,794	94,794
TOTAL EXPENSES	506,467	1,123,025	1,101,646	767,871	1,660,096
INCREASE(DECREASE) IN CASH	169,682	(356,988)	(318,850)	(15,075)	(902,300)
ENDING CASH	1,309,485	952,497	633,647	937,422	35,122
LESS COMMITMENTS			-	-	-
AVAILABLE CASH	1,309,485	952,497	633,647	937,422	35,122
CHECKING	607,077	481,867	183,647	487,422	(264,878)
INVESTMENTS	702,405	470,630	450,000	450,000	300,000
Total Cash	1,309,482	952,497	633,647	937,422	35,122

COMMUNITY REDEVELOPMENT AUTHORITY
FY 2008 - 2009 BUDGET

	2006 Actual	2007 Actual	2008 Budget	2008 Projected	2009 Budget
CRA					
GENERAL OPERATIONS:					
Property Taxes	475,338	491,210	500,000	500	475,000
Interest Income	29,873	44,921	10,000	30,000	10,000
Land Sales	-	14,837	50,000	-	50,000
Other Revenue	1,938	4,251	-	-	-
TOTAL	507,149	555,219	560,000	30,500	535,000
GILI TRUST					
Property Taxes	64,088	64,571	65,780	65,780	65,780
Interest Income	-	-	-	600	-
Other Revenue	-	324	-	560	-
TOTAL	64,088	64,895	65,780	66,940	65,780
CHERRY PARK LTD II					
Property Taxes	60,549	61,006	59,180	59,180	59,180
Interest Income	228	237	-	160	-
Other Revenue	-	68	-	-	-
TOTAL	60,777	61,311	59,180	59,340	59,180
GENTLE DENTAL					
Property Taxes	3,307	3,251	4,202	4,202	4,202
Interest Income	6	4	-	3	-
Other Revenue	-	846	-	447	-
TOTAL	3,313	4,101	4,202	4,652	4,202
PROCON TIF					
Property Taxes	8,785	17,631	19,162	19,162	19,162
Interest Income	87	27	-	65	-
Other Revenue	-	931	-	734	-
TOTAL	8,872	18,589	19,162	19,961	19,162
WALNUT HOUSING PROJECT					
Property Taxes	31,901	61,753	74,472	74,472	74,472
Interest Income	-	83	-	100	-
Other Revenue	-	86	-	6,289	-
TOTAL	31,901	61,922	74,472	80,861	74,472
TOTAL REVENUE	676,100	766,037	782,796	262,254	757,796

COMMUNITY REDEVELOPMENT AUTHORITY
FY 2008 - 2009 BUDGET

	2006 Actual	2007 Actual	2008 Budget	2008 Projected	2009 Budget
EXPENSES					
CRA					
GENERAL OPERATIONS:					
Auditing & Accounting	6,263	4,900	8,000	6,500	8,000
Legal Services	3,523	5,500	10,000	5,000	10,000
Consulting Services	-	999	10,000	5,000	10,000
Contract Services	49,804	48,430	40,000	40,000	40,000
Printing & Binding	-	-	1,000	800	1,000
Other Professional Services	-	3,429	6,000	5,500	6,000
General Liability Insurance	-	-	250	250	250
Postage			0	125	200
Legal Notices	908	303	800	900	800
Licenses & Fees			0		
Travel & Training	-	70	1,500	500	1,000
Other Expenditures	(50)	-	500	200	500
Office Supplies	114	32	500	200	500
Supplies	-	-	300	100	300
Land	160,608	15,137	100,000	50,000	100,000
PROJECTS					
Façade Improvement	100,020	127,300	200,000	180,000	200,000
South Locust	3,900	-	0	-	-
2nd Street BID					55,000
Outstanding Façade Improvement Grants					218,000
Horns					240,000
Other Committed Projects					45,750
Other Projects	-	706,680	500,000	250,000	500,000
Property Taxes BID Fees					-
Property Management					-
TOTAL CRA OPERATING EXPENSES	325,090	912,780	878,850	545,075	1,437,300
GILI TRUST					
Bond Principal	40,318	43,604	47,158	47,158	51,001
Bond Interest	25,462	22,176	18,622	18,622	14,779
Other Expenditures		4			
TOTAL GILI EXPENSES	65,780	65,784	65,780	65,780	65,780
CHERRY PARK LTD II					
Bond Principal	31,635	34,131	36,824	36,824	39,729
Bond Interest	27,545	25,049	22,356	22,356	19,451
TOTAL CHERRY PARK EXPENSES	59,180	59,180	59,180	59,180	59,180
GENTLE DENTAL					
Bond Principal	1,820	1,949	2,127	2,127	2,276
Bond Interest	2,382	2,253	2,075	2,075	1,926
TOTAL GENTLE DENTAL	4,202	4,202	4,202	4,202	4,202
PROCON TIF					
Bond Principal	8,249	8,333	8,838	8,838	9,467
Bond Interest	10,912	10,829	10,324	10,324	9,695
TOTAL PROCON TIF	19,161	19,162	19,162	19,162	19,162
WALNUT HOUSING PROJECT					
Other Expenditures	10	10			
Bond Principal	14,714	24,722	33,055	33,055	39,151
Bond Interest	18,332	37,185	41,417	41,417	35,321
TOTAL WALNUT HOUSING PROJECT	33,056	61,917	74,472	74,472	74,472
TOTAL EXPENSES	506,469	1,123,025	1,101,646	767,871	1,660,096



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G1

Approving Minutes of July 22, 2008 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 22, 2008

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 22, 2008. Notice of the meeting was given in *The Grand Island Independent* on July 16, 2008.

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

INVOCATION was given by Pastor Rene Lopez, Iglesia de Dio Eben-Ezer, 2325 West State Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Grand Island Nationals Baseball Team State Championship Winners – 10 Year Old Division. Mayor Hornady and the City Council recognized the following Grand Island baseball team members and coaches for their State Championship win in Chadron the weekend of July 11-13, 2008 in the 10 year old division: Casey Brown "Brownie"; Joe Wilson "Willy Jr."; Ryan Krolkowski "Rhino"; Preston Sundermeier; Keenan Ketteler; Matthew Lamb; Alec Lee; Chase Wenzl; "Great" Dayne Jaros; "Tricky" Trey Kissack; Tucker "Truck" Krzycki; and Dylan Cain. Also introduced were coaches: Steve Lamb, Tom Brown and Allan Ketteler.

Recognition of 2007-2008 Community Youth Council: Wendy Myer-Jerke, Public Information Officer gave a short presentation and video of activities of the CYC students over the past year. The Mayor and City Council recognized the following Community Youth Council (CYC) members: Sophomores – MaKayla Kort, Zach Stauffer, and Austin Witmer; Juniors – Karen Buettner, Kayla Harris, Paige Liess, Claire Mackey, Malorie Meier, Emily Michael, Sammy Saiyavongsa, Sam Schneider, Cait Schwehn, and Zach Shultz; Seniors – Allen Buck, Amanda Calhoon, Megan Bombeck, Ashley Chalupa, Sarah Kuta, and Ben Robbins. Board Members – Paul Briseno, Butch Hurst, Carole Ostdiek, Randy See, Celine Stahlnecker and Adrian Velez. Those not present were: CYC students: Alysia Strong, Mikayla Walsh, Jeffrey Seim, Lauren Shoemaker and Board Members – Ed Jarosik and Darren Sanchez.

Also recognized was Ashley Chalupa for going above and beyond as a CYC member.

ADJOURN TO THE GRAND ISLAND AREA SOLID WASTE AGENCY. Motion by Nickerson, second by Gilbert, carried unanimously to adjourn to the Grand Island Area Solid Waste Agency.

Public Hearing on Proposed Fiscal Year 2008-2009 Annual Budget for the Grand Island Area Solid Waste Agency. Steve Riehle, Public Works Director reported that a separate hearing was required for the Solid Waste Agency Budget. The Agency budget was the same as the City Solid

Waste Division budget (Fund 505) which appeared in the City's Annual Budget Document for Fiscal Year 2008-2009. A PowerPoint presentation was presented by Jeff Wattier, Solid Waste Superintendent. Lewis Kent, 624 E. Meves spoke in support. Dan Wagoner, Hall County Supervisor requested a meeting with representatives from the City to fund upkeep on Husker Highway from Solid Waste funds. No further public testimony was heard.

#2008-SWA-1 – Approving Adoption of FY 2008-2009 Annual Budget for the Grand Island Area Solid Waste Agency. Motion by Meyer, second by Haase, to approve Resolution #2008-SWA-1. Upon roll call, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Nickerson, second by Brown, carried unanimously to return to Regular Session.

PUBLIC HEARINGS:

Public Hearing on Request from Harold E. and Kathy Carmichael, Jr. dba OK Liquor, 305 West Koenig Street for a Class "D" Liquor License. This item was pulled from the agenda at the request of Harold E. Carmichael, Jr.

ORDINANCES:

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

#9177 – Consideration of Amending Chapter 31 of the Grand Island City Code Regarding Signs

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

Craig Lewis, Building Department Director reported Ordinance #9177 would allow for an exception to the side yard setback from adjacent property for a sign along South Locust Street requested by Midtown Holiday Inn. This ordinance would also restrict the number of off-premise or billboard signs within the AC area bounded between Stolley Park Road on the north and Highway #34 on the south, a request received from Business Improvement District #3.

Motion by Gilbert, second by Nickerson to approve Ordinance #9177.

Discussion was held concerning the placement of the sign. Mr. Lewis stated the sign would be on the Holiday Inn property.

City Clerk: Ordinance #9177 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9177 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9177 is declared to be lawfully adopted upon publication as required by law.

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

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

Approving Minutes of July 14, 2008 Annual Joint Central District Health Department Meeting.

Approving Re-Appointments of Donald Skeen, John O'Meara, and Steve Grubbs to the Building Code Advisory Board.

Approving Re-Appointment of Melissa Rae Girard D.V.M. to the Animal Advisory Board.

#2008-192 – Approving Bid Award for Liquid Ortho-Polyphosphate for Corrosion Control with Carus Phosphates, Inc. of Belmont, North Carolina in an Amount of \$139,536.00. Lewis Kent, 624 E. Meves questioned the reason for adding phosphate to the water. Gary Mader, Utilities Director explained the EPA Regulations regarding corrosiveness in the water and the benefits of Ortho-polyphosphate.

#2008-193 – Approving Bid Award for Platte River Pumping Station Motor Control Center with Kriz-Davis Company of Grand Island, Nebraska in an Amount of \$25,529.82.

#2008-194 – Approving Bid Award for Rogers Reservoir Tank Improvements Project with Natgun Corporation of Wakefield, Massachusetts in an Amount of \$1,772,300.00.

#2008-195 – Approving Award of Proposal for Consulting Services for Major Permit Modifications at the Solid Waste Landfill with AquaTerra Environmental Solutions, Inc. of Omaha, Nebraska in an Amount not-to-exceed \$39,736.00.

#2008-196 – Approving Time Extension to the Contract with The Diamond Engineering Company of Grand Island, Nebraska for Construction of Sanitary Sewer Districts 523 and 525 to August 1, 2008.

RESOLUTIONS:

#2008-197 – Consideration of Request from Harold E. and Kathy Carmichael, Jr. dba OK Liquor, 305 West Koenig Street for a Class “D” Liquor License. This item was pulled from the agenda at the request of Harold E. Carmichael, Jr.

#2008-198 – Approving Budget Authority Request for the Grand Generation Center Remodel and Expansion Project. Paul Briseno, Assistant to the City Administrator explained the Grand Generation Center was requesting financial support from the City of Grand Island in the amount of \$162,500.00 for the proposed kitchen renovation and expansion of a walk in cooler and freezer, storage, preparation area, safer loading and increased efficiency of the food processing area.

Motion by Meyer, second by Haase to approve Resolution #2008-198. 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 July 9, 2008 through July 22, 2008, for a total amount of \$2,922,956.30. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 8:05 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G2

Approving Request of Fonner Park Exposition and Events Center, Inc. for Ratification of Election of Board of Directors

At the December 21, 1998 City Council Meeting, Resolution #98-332 was adopted supporting the application of Fonner Park to the Internal Revenue Service for a 501(c)(3) exemption for construction and operation of an Exposition and Events Center. This approval created the formation of the Fonner Park Exposition and Events Center, Inc. The Internal Revenue Service requires the election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. be ratified by the Grand Island City Council. The appointments of George Wanitschke, Vince Dowding, Jim Cannon, Barry Sandstrom, and Scott Zana to the Board of Directors for the Fonner Park Exposition and Events Center, Inc. are recommended.

Staff Contact: RaNae Edwards

**LEININGER, SMITH, JOHNSON, BAACK,
PLACZEK & ALLEN**

ATTORNEYS AT LAW

ESTABLISHED IN 1929

104 N. WHEELER STREET
P.O. BOX 790
GRAND ISLAND, NE 68802
(308) 382-1930

FAX # (308) 382-5521
www.gilawfirm.com

D. STEVEN LEININGER
BRUCE I. SMITH
MICHAEL L. JOHNSON
AREND R. BAACK
DANIEL M. PLACZEK
CATHLEEN H. ALLEN
BRANDON S. CONNICK
SONYA K. KOPERSKI
TANYA J. JANULEWICZ
JORDAN W. ADAM

JAMES A. BELTZER
SPECIAL COUNSEL

OFFICE AT SUPERIOR:

145 EAST 4TH STREET
P.O. BOX 186
SUPERIOR, NE 68978
(402) 879-3251

A.J. LUEBS (1903-1996)

August 1, 2008

Mayor Margaret Hornady
City Hall Building
100 E. First Street
P.O. Box 1968
Grand Island, NE 68802

Re: Fonner Park Exposition and Events Center, Inc.

Dear Mayor Hornady:

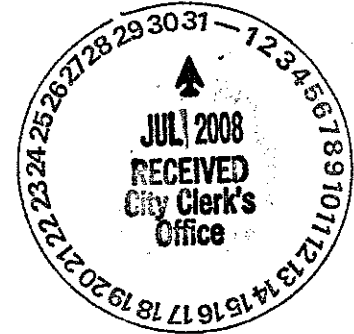
Please have the City Clerk of the City of Grand Island, Nebraska place the following matter on the agenda of the meeting of the City Council of the City of Grand Island, Nebraska scheduled for August 12, 2008:

"Fonner Park Exposition and Events Center, Inc./ Ratification of Election of
Board of Directors"

On July 30, 2008, the following persons were elected as directors of the Fonner Park Exposition and Events Center, Inc.:

George Wanitschke
Vince Dowding
Jim Cannon
Barry Sandstrom
Scott Zana

The Fonner Park Exposition and Events Center, Inc. is a nonprofit corporation formed under Section 501(c)(3) of the Internal Revenue Code for the purposes of lessening the burdens of government. Specifically, the Fonner Park Exposition and Events Center, Inc. was formed to lessen the burdens of the City of Grand Island, Nebraska in planning, constructing and operating an agricultural exposition and events center in the City of Grand Island, Nebraska.



As a condition to obtaining exemption under Section 501(c)(3) of the Internal Revenue Code, the Internal Revenue Service required that the following provisions be included in the Bylaws of Fonner Park Exposition and Events Center, Inc.:

- (1) The Mayor of the City of Grand Island, Nebraska nominates one (1) member of the Board of Directors of Fonner Park Exposition and Events Center, Inc.; and
- (2) The election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. is submitted to the City Council of the City of Grand Island, Nebraska for ratification.

Because Fonner Park Exposition and Events Center, Inc. was formed for the purpose of lessening the burdens of government, the Internal Revenue Service imposed the foregoing requirements on Fonner Park Exposition and Events Center, Inc. so that there would be an opportunity for oversight by the City of Grand Island, Nebraska in regard to the election of directors of Fonner Park Exposition and Events Center, Inc.

As you know, you nominated Scott Zana as a member of the Board of Directors of Fonner Park Exposition and Events Center, Inc. in compliance with the requirements of (1) above. The election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. should now be submitted to the City Council of the City of Grand Island, Nebraska for ratification in compliance with the requirements of (2) above.

Thank you for your time and consideration.

Sincerely,

LEININGER, SMITH, JOHNSON,
BAACK, PLACZEK & ALLEN



MICHAEL L. JOHNSON
MLJ/eje

cc: Ms. RaNae Edwards, City Clerk
Mr. Hugh Miner, Jr.



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G3

Approving Refuse Hauler Permit for O'Neill Transportation and Equipment, LLC.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 12, 2008

Subject: Approving Garbage Haulers License for O'Neill
Transportation and Equipment, LLC, 558 S. Stuhr Road

Item #'s: G-3

Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Section 17-15 allows for the Collection, Transportation, and Disposal of Garbage and/or Refuse. These permits are effective October 1 through September 30 of each calendar year.

Discussion

Pat O'Neill, owner of O'Neill Transportation and Equipment, LLC, 558 S. Stuhr Road has submitted an application for a garbage haulers license. All City Code requirements have been met.

Alternatives

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

1. Move to approve the garbage hauler license for O'Neill Transportation and Equipment, LLC
2. Refer the issue to a Committee
3. Postpone the issue to a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the garbage hauler license for O'Neill Transportation and Equipment, LLC, 558 S. Stuhr Road.

Sample Motion

Move to approve the garbage hauler license for O'Neill Transportation and Equipment, LLC, 558 S. Stuhr Road.



Application for Haulers License

1 **Type of License Required:**

- a. ☐ Garbage Haulers License (entitles licensee to collect and transport both garbage and refuse)
b. ☒ Refuse Haulers License (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

- a. Individual or Firm Identification

Business Name

O'Neill Transportation and Equipment LLC

Business Address

558 S Stuhr Road (PO Box 2202)

Business Telephone

(308) 381-9677

- b. Miscellaneous Information:

- * Public Complaint Telephone (Sec. 17-19)

(308) 381-9677

- * Name Used on Vehicles (Sec. 17-18)

O'Neill Transportation and Equipment

3 **Residency Certification:**

- a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

Pat O'Neill 1514 S. Gunbare Road
Grand Island NE 68601

- c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-18)
b. ☒ Certificate of Insurance (Section 17-21) -
c. ☐ Performance Bond – Garbage Haulers Only (Section 17-22)
d. ☒ License Fee: **Garbage - \$225.00; Refuse - \$75.00** (Section 17-15) -
e. ☐ Appointment of Resident Agent, if applicable (Section 17-16)
f. ☒ Equipment Inspection/Certificate from Health Department (Section 17-18) -

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
7/28/2008PRODUCER (308) 382-8000 FAX: (308) 384-3417
INSUR, Inc.
1431 N Webb Rd
PO Box 5884
Grand Island NE 68802

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
O'Neill Transportation & Equipment, LLC
P O Box 2202
Grand Island NE 68802

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Addison Insurance Company

10324

INSURER B: Commerce and Industry Ins

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	60337264	7/25/2008	7/25/2009	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	60337264	7/25/2008	7/25/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		HIRED AUTOS				
		NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY	WC5561679	3/29/2008	3/29/2009	EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC5561679	3/29/2008	3/29/2009	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

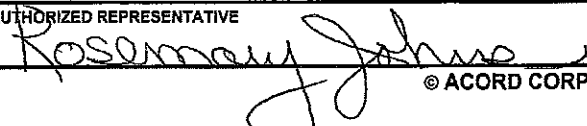
CERTIFICATE HOLDER

(308) 381-7795
City of Grand Island
100 E 1st St
Grand Island, NE 68801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G4

**#2008-199 - Approving Change Order No. 22 with Chief
Construction for Law Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief
Meeting: August 12, 2008
Subject: Change Order #22, Law Enforcement Center
Item #'s: G-4
Presenter(s): Steven Lamken, Police Chief

Background

The City awarded Chief Construction the contract in the summer of 2006 to construct the new law enforcement center for a cost of \$7,406,080. \$150,000 of contingency funds were provided in the contract to allow for needed change orders during the project. The Council approved substantial completion of the construction project at which time the contingency allowance was reduced to \$24,926.45. Change Order #21 reduced the contingency fund to \$21,165.14. Change Order #22 is a request to close out the contingency allowance.

Discussion

Change Order #22 provides for the closing out of the contingency allowance in preparation for final completion of the construction project. Closing out the contingency allowance account will reduce the cost of the project to the City by \$21,165.14 and leave no funds in the contingency allowance.

A summary of the costs of Change Order #22 are:

Closing the contingency allowance -	+ 21,165.14
Total Cost	+ 21,165.14
Amount remaining in the contingency allowance-	0.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order #22.

Sample Motion

Move to approve Change Order #22 with Chief Construction for the closing of the contingency allowance for a reduction in the cost of the construction project of \$21,165.14.

**AIA****Document G701™ – 2001****Change Order**

PROJECT (Name and address):	CHANGE ORDER NUMBER: 022	OWNER: <input checked="" type="checkbox"/>
Grand Island / Hall County Law Enforcement Center	DATE: July 15, 2008	ARCHITECT: <input checked="" type="checkbox"/>
Grand Island, Nebraska		CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 0412	FIELD: <input type="checkbox"/>
Chief Construction Company	CONTRACT DATE: June 15, 2006	OTHER: <input type="checkbox"/>
2107 North South Road	CONTRACT FOR: General Construction	
Grand Island, Nebraska 68803		

THE CONTRACT IS CHANGED AS FOLLOWS:*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

Contingency Allowance, Correspondence attached.

DATE: July 15, 2008**SCOPE:** Final reduction to the Contingency Allowance**COST:** DEDUCT \$21,165.14

The original Contract Sum was	\$	7,316,080.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	7,316,080.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	21,165.14
The new Contract Sum including this Change Order will be	\$	7,294,914.86

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

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

The original contingency allowance included in the contract was	\$	150,000.00
The net change to the contingency allowance by previous Change Orders	\$	128,834.86
The contingency allowance prior to this Change Order Was	\$	21,165.14
The contingency allowance will be decreased by this Change Order in the amount of	\$	21,165.14
The new contingency allowance including this Change Order will be	\$	0.00

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

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

Wilson Estes Police Architects

ARCHITECT (Firm name)5799 Broadmoor, Suite 520, Mission,
Kansas 66208**ADDRESS****BY** (Signature)

Jeremy Levasseur

(Typed name)

July 15, 2008

DATE

Chief Construction Company

CONTRACTOR (Firm name)2107 North South Road, Grand Island,
Nebraska 68803**ADDRESS****BY** (Signature)

Corey Sibert

(Typed name)

DATE

City of Grand Island

OWNER (Firm name)111 Public Safety Drive
Grand Island, Nebraska 68801**ADDRESS****BY** (Signature)

Margaret Hornady

(Typed name)

DATE

R E S O L U T I O N 2008-199

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

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

WHEREAS, on February 12, 2008 by Resolution 2008-45 the City of Grand Island approved substantial completion of the Law Enforcement Center with Chief Construction changing the cost of the project to a total of \$7,316,080 and reducing the contingency allowance for the project to \$24,926.45, and

WHEREAS, such changes have been incorporated into Change Order No. 21, and will reduce the contingency fund to \$21,165.14.

WHEREAS, such changes have been incorporated into Change Order No. 22 and will close the contingency fund and reduce the cost of the construction project by at total of \$21,165.14

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 21 for the construction of the Law Enforcement Center to provide the modification set out as follows:

Close the contingency fund +	\$21,165.14
Total	+ \$21,165.14	

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

Margaret Hornady, Mayor

Attest:

Paul Briseno, Deputy City Clerk

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



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G5

#2008-200 - Approving Contract for Equipment Services Related to Fully Integrated Global Navigation Satellite System for the Public Works Department

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 12, 2008

Subject: Approving Award of Proposal for Equipment and Services Related to Fully Integrated Global Navigation Satellite System for the Public Works Department

Item #'s: G-5

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

Background

On June 4, 2008 a Request for Proposals (RFP) for equipment services related to Fully Integrated Global Navigation Satellite System for the Public Works Department was advertised in the Grand Island Independent and sent to two (2) potential proposers by the Engineering Division of the Public Works Department.

Discussion

One proposal was opened on June 18, 2008 and reviewed by Public Works Department and the Purchasing Division of the City. Seiler Instrument and Manufacturing Company, Inc. of Omaha, Nebraska submitted the sole proposal in accordance with the required criteria listed in the RFP. The work is to be performed at actual costs with a maximum of \$57,309.50. Nebraska Department of Environmental Quality has approved purchase of such equipment.

- Price of equipment (50%)
- Technical support, experience and capability (30%)
- References (10%)
- On Site Demo (10%)

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 award of proposal to Seiler Instrument and Manufacturing Company, Inc. of Omaha, Nebraska.

Sample Motion

Move to approve the award of proposal.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
FULLY INTEGRATED GLOBAL NAVIGATION SATELLITE SYSTEM**

RFP DUE DATE: June 18, 2008 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: June 4, 2008

NO. POTENTIAL BIDDERS: 2

SUMMARY OF PROPOSALS RECEIVED

Seiler Instrument & Mfg. Company Inc.
Omaha, NE

cc: Steve Riehle, Public Works Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Milt Loeb, Eng. Technician

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

P1258

RESOLUTION 2008-200

WHEREAS, the City of Grand Island invited proposals for equipment and services for Fully Integrated Global Navigation Satellite System, according to Request for Proposals on file with the Engineering Division of the Public Works Department; and

WHEREAS, on June 18, 2008 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, Seiler Instrument and Manufacturing Company, Inc. of Omaha, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at actual costs with a maximum of \$57,309.50; and

WHEREAS, Seiler Instrument and Manufacturing Company, Inc. of Omaha, Nebraska is the sole source provider for such equipment; and

WHEREAS, the Nebraska Department of Environmental Quality has approved such purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Seiler Instrument and Manufacturing Company, Inc. of Omaha, Nebraska for equipment and services for Fully Integrated Global Navigation Satellite System is hereby approved.

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

- - -

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

Margaret Hornady, Mayor

Attest:

Paul Briseno, Deputy City Clerk

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



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G6

#2008-201 - Approving Repairs and Rental of Electrical Switch Gear from Electrical Reliability for the Waste Water Division

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 12, 2008

Subject: Approving Repairs and Rental of Electrical Switch Gear from Electrical Reliability for the Waste Water Division

Item #'s: G-6

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

Background

Informal bids were received for testing the electrical switch gears for the Waste Water Treatment Plant. Electrical Reliability quoted the lowest responsible price of \$9,453.80 for the testing, and a few minor repairs, and a purchase order was issued. Upon completion of the testing it was found that major repairs are needed on the switch gear that push the total over \$20,000.00, therefore City Council approval is necessary for the cost of such repairs.

Discussion

Electrical Reliability quoted the following repairs to the switch gear:

- Repair M52-2 4000 amp main breaker - \$4,500
- Rent 4000 amp main breaker - \$4,000 per month (\$500.00 shipping each way)
(This is the repair for 52M2 main breaker that has damaged parts inside and cannot be repaired in the field)
- Main Breaker 52M1 needs repairs that can be done in place - \$1,650
- (2) 800 amp feeder circuit breakers that feed MCC-4 in building 10 and MCC-5 building 9 with bad trip units that will be repaired in place - \$3,325/each

Two firms that provided quotes for the initial testing were unwilling to quote the repairs without doing their own testing on the equipment, thus adding more expense.

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 repairs and rental of electrical switch gear from Electrical Reliability.

Sample Motion

Move to approve the repairs and rental.

R E S O L U T I O N 2008-201

WHEREAS, on July 11, 2008 informal bids were received for testing the electrical switch gear for the Waste Water Division; and

WHEREAS, Electrical Reliability submitted the lowest responsible quote for the testing; and

WHEREAS, it has been determined major repairs are needed to the electrical switch gear and to be cost effective it is recommended Electrical Reliability perform the necessary repairs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the necessary repairs are hereby approved to be performed by Electrical Reliability for a total cost of \$17,800.00, which includes repairs, rental and freight.

- - -

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

Margaret Hornady, Mayor

Attest:

Paul Briseno, Deputy City Clerk



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G7

**#2008-202 - Approving Amendment to Resolution 2008-146;
Trucking of Sewage Sludge for the Waste Water Division**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 12, 2008

Subject: Approving Amendment to Resolution 2008-146;
Trucking of Sewage Sludge for the Waste Water
Division

Item #'s: G-7

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

Background

The City Council approved Resolution 2008-146 for the Trucking of Sewage Sludge bid award to the Butler County Landfill at the May 27, 2008 council meeting. The bid specifications included provisions for a fuel cost adjustment.

Discussion

The fuel cost adjustment was inadvertently omitted from Resolution 2008-146. The calculation for such adjustment was included in the bid specifications and also with the signed contract. The calculation is attached for reference.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the amendment to Resolution 2008-146 reflecting the fuel cost adjustment.

Sample Motion

Move to approve the amendment to Resolution 2008-146.

ATTACHMENT A

Payment for trucking of sewage sludge will also include a fuel cost adjustment according to the Nebraska Department of Roads (NDOR) Standard Specifications for Highway Construction. An item will be included on each monthly invoice to adjust for increases or decreases to the base fuel price as published on the NDOR website for construction projects. No payment for a fuel cost adjustment shall be made in a month in which the monthly fuel cost is less than \$0.05 different than the base fuel price for the month in which bids were opened.

The formula will be as follows:

Calculation of Gallons of Diesel Fuel used per ton of Sludge Hauled

$\frac{A \times B}{C \times D}$	Value
A = Mileage from City's WWTP 3013 E Swift Road, Grand Island, NE to Butler County Landfill, 3558 R Road, David City, NE	79.58
B = Round Trip	2.00
C = Average Fuel Usage as miles per gallon (Based on Truck and Pup)	5.00
D = Tons of Sewage Sludge per Load	30.00
= Gallons of Diesel Fuel used per ton of Sludge Hauled	1.061

Calculation of Monthly payment for Fuel Cost Adjustment

$A \times B \times C$	
A = Monthly Total Tonnage scaled receipts	-----
B = Increase or Decrease in Diesel Fuel price per gallon (only if greater than or equal to \$0.05)	-----
C = Gallons of Diesel Fuel per ton of Sludge	1.061
= Fuel Cost Adjustment in Dollars	\$ _____

Link to Base Diesel Fuel Prices:

www.nebraskatransportation.org/doing_business/contractors_corner/standard_plan_info/base_diesel_fuel_price

R E S O L U T I O N 2008-202

WHEREAS, the City of Grand Island invited sealed bids for Trucking of Sewage Sludge for the Waste Water Division of the Public Works Department, according to specifications on file with the City Engineer; and

WHEREAS, on May 20, 2008 bids were received, opened, and reviewed; and

WHEREAS, Butler County Landfill submitted a bid in accordance with the terms of the advertisement and bid specifications and all other statutory requirements contained therein, such bid being in the amount of \$10.60 per ton; and

WHEREAS, Butler County landfill's bid is less than the estimate for such project; and

WHEREAS, Resolution 2008-146 did not include mention of the Fuel Cost Adjustment, this Resolution will amend Resolution 2008-146 to include the Fuel Cost Adjustment; and

WHEREAS, Butler County Landfill shall start work June 2, 2008 hauling sludge for a minimum period of one (1) year, and the contract shall automatically renew unless discontinued by either party with at least a 30 day written notice; and

WHEREAS, the bid specifications for the work included a Fuel Cost Adjustment to account for increases or decreases in the price of fuel as documented on the Nebraska Department of Roads website; and

WHEREAS, the calculation of monthly payment for Fuel Cost Adjustment shall be *Monthly Total Tonnage scaled receipts x Increase or Decrease in Diesel Fuel Price per gallon (only if greater than or equal to \$0.05) x Gallons of Diesel Fuel per ton of Sludge (\$1.061)*.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of \$10.60 per ton and the monthly payment for Fuel Cost Adjustment to the Butler County Landfill of David City, Nebraska is hereby approved.

- - -

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

Margaret Hornady, Mayor

Attest:

Paul Briseno, Deputy City Clerk

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



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G8

**#2008-203 - Approving Designating Portions of the East Side of
Custer Avenue, North of Faidley Avenue, as No Parking**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 12, 2008

Subject: Approving Designating Portions of the East Side of Custer Avenue, North of Faidley Avenue, as No Parking

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.

A request was submitted, by a concerned citizen, to eliminate parking on the east side of Custer Avenue between the two driveways to the Grand Island Clinic/Internal Medical Associates. When cars are parked in this section of Custer Avenue it is difficult to see southbound traffic coming from the north side of this area, making a left turn out of this driveway dangerous.

Discussion

The Public Works Department reviewed traffic flows and safety in the area.

1. Custer Avenue north of Faidley Avenue is a 3-lane section at the intersection, curves to the west and the Grand Island Clinic driveway is at approximately 430' north of the north curb of Faidley Avenue.
2. The driveways onto Custer Avenue that serve the medical facilities in the northeast corner of the Faidley & Custer Avenue intersection are busy driveways.

Parked cars on the east side of Custer Avenue that are close to the driveway are a safety concern. Public Works Engineering Staff has reviewed the driveway and street widths for sight distance in conformance with American Association of State Highway Transportation Officials (AASHTO) and recommends that no parking be permitted 40' on either side of the driveway.

Alternatives

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

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

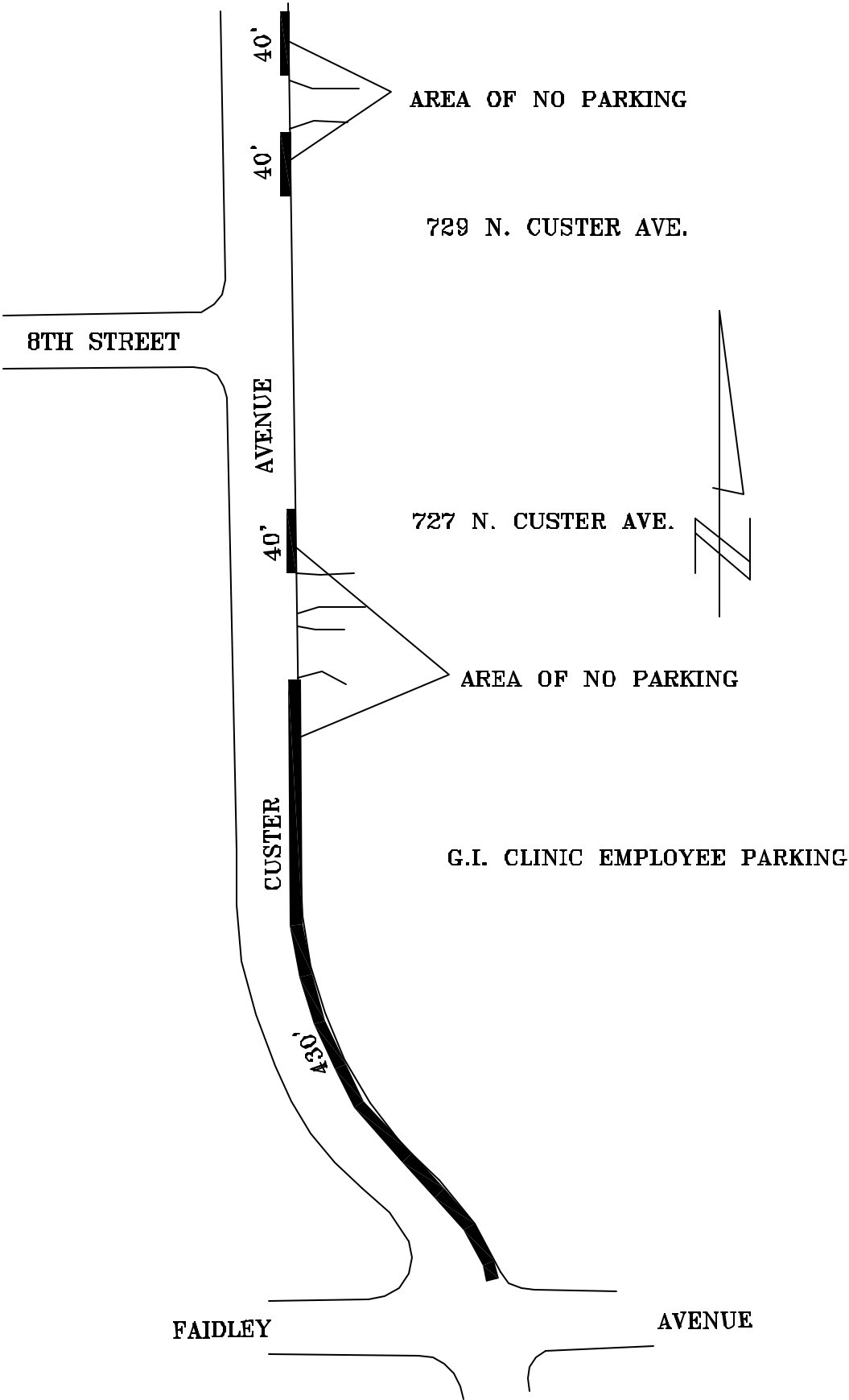
Recommendation

City Administration recommends that the Council approve the resolution designating portions of the east side of Custer Avenue, north of Faidley Avenue, as No Parking.

- No Parking on the east side of Custer Avenue from the north curb of Faidley Avenue north for 430'.
- No Parking on the east side of Custer Avenue from 500' to 540' north of Custer Avenue (40' north of the driveway to 727 N Custer Avenue)
- No Parking on the east side of Custer Avenue from 780' to 820' and from 845' to 885' north of Custer Avenue (40' north and south of the driveway to 729 N Custer Avenue)

Sample Motion

Motion to approve the resolution.





RESOLUTION 2008 - 203

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 safety issues, the Public Works Department is requesting No Parking be allowed along the east side of Custer Avenue from the north curb of Faidley Avenue north for 430 feet, along the east side of Custer Avenue from 500 feet to 540 feet north of Custer Avenue (40 feet north of the driveway to 727 N Custer Avenue, and on the east side of Custer Avenue from 780 feet to 820 feet and 845 feet to 885 feet north of Custer Avenue (40 feet north and south of the driveway to 729 N Custer Avenue); 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 along the east side of Custer Avenue as follows:

Section	Distance
East side of Custer Avenue from the north curb of Faidley Avenue north	430' from north curb of Faidley Avenue
East side of Custer Avenue - 40' north of the driveway to 727 N Custer Avenue	500' to 540'
East side of Custer Avenue – 40' north and south of the driveway to 729 N Custer Avenue	780' to 820' and 845' to 885'

2. The City's Street Division of the Public Works Department shall erect and maintain the signs and pavement markings as necessary to effect the above regulation.

- - -

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

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
August 8, 2008	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G9

**#2008-204 - Approving Bid Award for One (1) Compost Turner
for the Solid Waste Division**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 12, 2008

Subject: Approving Bid Award for One (1) Compost Turner for the Solid Waste Division

Item #'s: G-9

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

Background

At the January 22, 2008 council meeting City Council approved submission of a grant application by the Solid Waste Division of the Public Works Department for the purchase of a Compost Turner. The City was notified of the grant award, in the amount of \$100,800.00, on June 18, 2008.

On July 29, 2008 the Solid Waste Division advertised for bids for the Compost Turner.

Discussion

Three (3) bids were received and opened on Tuesday, August 5, 2008. The bids were submitted in compliance with the plans and specifications. A summary of the bids is shown below.

Bidder	Exceptions	Bid Price
Vermeer Equipment of Nebraska, Inc. of Lincoln, NE	None	\$69,557.00
Vermeer Great Plains of Olathe, KS	None	\$75,000.00
Murphy Tractor of Grand Island, NE	None	\$92,727.00

There are sufficient funds in Account No. 50530040-74365 for this purchase.

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 Vermeer Equipment of Nebraska, Inc. of Lincoln, NE in the amount of \$69,557.00.

Sample Motion

Move to approve the bid award.

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: August 5, 2008 at 11:00 a.m.

FOR: (1) 2008 Model Towable Compost Turner

DEPARTMENT: Public Works

ESTIMATE: \$75,000.00

FUND/ACCOUNT: 50530040-74365

PUBLICATION DATE: July 26, 2008

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Vermeer Great Plains</u> Olathe, KS	<u>Vermeer Equipment of Nebraska, Inc.</u> Lincoln, NE
Bid Security:	Federated Mutual Ins. Co.	\$3,477.85
Exceptions:	None	None
Bid Price:	\$75,000.00	\$69,557.00

Bidder:	<u>Murphy Tractor</u> Grand Island NE
Bid Security:	Sentry Select Ins. Co.
Exceptions:	None
Bid Price:	\$92,727.00

cc: Steve Riehle, Public Works Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Catrina Delosh, PW Admin. Assist.
Wes Nespor, Assist. City Attorney
Jeff Wattier, Solid Waste Supt.

RESOLUTION 2008-204

WHEREAS, the City of Grand Island invited sealed bids for the purchase of One (1) Compost Turner, according to specifications on file with the Solid Waste Division of the Public Works Department; and

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

WHEREAS, Vermeer Equipment of Nebraska, Inc. of Lincoln, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$69,557.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Vermeer Equipment of Nebraska, Inc. of Lincoln, Nebraska in the amount of \$69,557.00 for the purchase of One (1) Compost Turner 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 such vendor for such purchase on behalf of the City of Grand Island.

- - -

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

Margaret Hornady, Mayor

Attest:

Paul Briseno, Deputy City Clerk

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



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G10

**#2008-205 - Approving Bid Award for One (1) Semi Tractor to
Dump Truck Conversion and New Pup Trailer for the Waste
Water Division**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 12, 2008

Subject: Approving Bid Award For One (1) Semi Tractor to Dump Truck Conversion and New Pup Trailer for the Waste Water Division

Item #'s: G-10

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

Background

On July 11, 2008 the Waste Water Division of the Public Works Department advertised for bids for one (1) semi tractor to dump truck conversion and new pup trailer.

Discussion

One (1) bid was received and opened on July 22, 2008. The sole bid submitted by Truck Equipment Service Co. of Lincoln, Nebraska is in compliance with the specifications. The bid price of \$72,204.17 is above the estimated amount of \$70,000.00 and is due to the cost of aluminum, as this is what the box is made of.

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 awarding the bid to Truck Equipment Service Company of Lincoln, Nebraska in the amount of \$72,204.17.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 22, 2008 at 11:00 a.m.

FOR: (1) Semi Tractor to Dump Truck Conversion and New Pup Trailer

DEPARTMENT: Public Works

ESTIMATE: \$70,000.00

FUND/ACCOUNT: 530030054-85625

PUBLICATION DATE: July 11, 2008

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: Truck Equipment Service Co.
Lincoln, NE

Exceptions: Noted

Bid Price: \$72,204.17

cc: Steve Riehle, Public Works Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Catrina Delosh, PW Admin. Assist.
Wes Nespor, Assist. City Attorney
Don Rowley, WWTP

P1267

RESOLUTION 2008-205

WHEREAS, the City of Grand Island invited sealed bids for One (1) Semi Tractor to Dump Truck Conversion and New Pup Trailer, according to specifications on file with the Public Works Department; and

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

WHEREAS, Truck Equipment Service Company of Lincoln, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$72,204.17; and

WHEREAS, Truck Equipment Service Company's bid is higher than the estimate for such item, but deemed acceptable due to the cost increase for aluminum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Truck Equipment Service Company of Lincoln, Nebraska in the amount of \$72,204.17 for One (1) Semi Tractor to Dump Truck Conversion and New Pup Trailer 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 such vendor for such item on behalf of the City of Grand Island.

- - -

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

Margaret Hornady, Mayor

Attest:

Paul Briseno, Deputy City Clerk

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



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G11

**#2008-206 - Approving Change Order #1 for Capital Avenue
Widening, Street Improvement District Number 1256**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 12, 2008

Subject: Approving Change Order #1 for Capital Avenue
Widening, Street Improvement District Number 1256

Item #'s: G-11

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

Background

Bids were opened for the Capital Avenue Widening Project on March 27, 2008. The council awarded the bid on May 13, 2008 and the contract was fully executed on May 20, 2008. Approximately 80% of the Capital Avenue Widening Project is being paid for using Federal and Surface Transportation Program dollars.

The project to widen Capital Avenue from the Moores Creek Drainway to Webb Road has storm drain improvements that conflict with the sanitary sewer force main between Diers Avenue and Webb Road. Engineers at Olsson Associates in Grand Island worked with engineers at CH2MHill in Omaha to relocate the sanitary sewer force main. The existing 12" diameter cast iron pipe (CIP) force main will be relocated and upsized to a new 24" diameter polyvinyl chloride (PVC) force main from Lift Station #19 (at the southwest corner of Diers Avenue and Capital Avenue) to east of Webb Road. The Capital Avenue Project is paying for the cost to relocate the sanitary sewer force main which is estimated at 50% of the total. The Wastewater Division is paying for the cost to upsize the sanitary sewer force main from 12" to 24" which is estimated at 50% of the total.

The increase in force main size to east of Webb Road will improve the performance of Lift Station #19 by reducing the effective head pressure the pumps have to work against. Lift Station #19 is shown in fiscal years 2010 & 2011 as being replaced with Lift Station #21 in the proposed 2009 budget book on page 219. The upgrade to the Capital Avenue sanitary sewer force main from east of Webb Road to Oak Street is shown in fiscal year 2012 in the proposed 2009 budget book on page 219.

Discussion

Design of new Lift Station #21 is being performed by engineers at CH2MHill. Preliminary plans were received in May 2008 for the piping and manhole work near existing Lift Station #19. The lift station plans overlaid onto the plans for the Capital Avenue Widening Project to look for conflicts. There is a lot of sanitary sewer pipe and manhole work that needs to be completed in conjunction with the Capital Avenue Widening Project to prevent future utility conflicts and avoid tearing out new storm sewer, traffic signals, and an estimated \$71,000.00 of new pavement on Capital and Diers Avenues.

City Engineering & Wastewater Staff collaborated with engineers at Olsson Associates and CH2MHill to determine what sanitary sewer piping and manhole work was necessary. The sanitary sewer piping and manhole work was part of the future Lift Station #21 work, but should be completed as part of the Capital Avenue Project to avoid unnecessary future conflicts and expenses.

Olsson Associates is providing services during construction including surveying, traffic control design, construction inspection, and materials testing for the Capital Avenue Widening Project. If this change order is approved an amendment to the existing agreement with Olsson Associates for services during construction will be brought forward for council consideration.

Funds are available in the Wastewater budget for this change order with The Diamond Engineering Company and a future amendment to the agreement with Olsson Associates.

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 proceed with the sanitary sewer piping and manhole work as a change order to the Capital Avenue Widening Project. Performing the work now will save dollars for the future Lift Station #21 project and avoid unnecessarily tearing up new pavement on Capital and Diers Avenues.

Administration recommends against referring the issue to a committee, postponing the item to a future date or no action because the work must be done and adding the work to the Capital Avenue Widening Project reduces the costs on the future Lift Station #21 project.

Sample Motion

Motion to approve Change Order #1.

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

CHANGE ORDER NUMBER 1

Date of Issuance: August 1, 2008

PROJECT: Capital Avenue Widening, Street Improvement District 1256

CONTRACTOR: The Diamond Engineering Company

CONTRACT DATE: May 20, 2008

There is a lot of sanitary sewer pipe & manhole work for future Lift Station #21 that needs to be completed in conjunction with this project.

The scope of work for Change Order Number 1 shall include prepared construction drawing and specification listed as follows:

1. Yard Piping Plan, Drawing 5-C-2
2. Gravity Sewer Profiles, Drawing 5-C-4
3. 24" Forcemain Plan and Profile, Drawing 5-C-5
4. Civil Details Sheet 1, Drawing 5-C-7
5. Plan and Section Manhole No. 1, Drawing CS-1
6. Plan and Section Manhole No. 2, Drawing CS-2
7. Plan and Section Manhole No. 3, Drawing CS-3
8. Plan and Section Manhole No. 4, Drawing CS-4
9. Details, Drawing G-1
10. Details, Drawing G-2
11. City of Grand Island Division V Storm and Sanitary Sewer Specification

Bypass pumping

The City of Grand Island will be responsible for all bypass pumping during the construction of Manholes #2, #3, & #4. The live lines in the bottom of these manholes shall have the flow diverted during the construction of the manhole base, the manhole walls, and the cradle supports for the existing lines. The City shall furnish and install all pumps, plugs, piping and other appurtenances and monitor and operate all equipment necessary for bypass pumping. The Diamond Engineering Company will be on site to assist the City if needed.

Testing

The Diamond Engineering Company will perform all work in accordance with City of Grand Island Specifications. This proposal does not include costs for infiltration, exfiltration, or air testing of pipe and manholes. The City of Grand Island is responsible for televising the sewer lines and visual inspection of the pipe and manholes.

Working Days

This additional work relating to LS #19 will add 90 calendar days to the substantial and final completion dates for this project.

The list of quantity's in Change Order No. 1 are:

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Bid</u>	<u>Total Bid</u>
Bypass Connection Manhole	1.00	each	8099.15	8099.15
Construct 24" dia. PVC C-905	70.00	l.f.	243.50	17045.00
Build 24" dia. Plug Valve & Box	1.00	each	16644.02	16644.02
Build 24" x 24" x 12" Tee, M.Jt.	1.00	each	4365.00	4365.00
Build 24" x 24" 45-degree Bend, M.Jt.	1.00	each	3648.30	3648.30

Dewater Site	1.00	lump	16252.14	16252.14
Steel Sheeting	1.00	lump	24469.52	24469.52
24" dia. Pipe Restraints for Pipe Bell Joints	1.00	each	845.07	845.07
24" dia. Pipe Restraints for Fittings	6.00	each	483.80	2902.80
Construct 15" dia. Sanitary Sewer Main SDR #26	62.42	l.f.	211.91	13227.42
Construct 27" dia. Sanitary Sewer Main SDR #26	30.32	l.f.	322.09	9765.77
Construct 36" dia. Sanitary Sewer Main SDR #26	95.00	l.f.	357.44	33956.80
Build 36" dia. PVC S.W. Cap Plug	1.00	each	2965.38	2965.38
Build 2" dia. Corporation Stop w/ Saddle	1.00	each	740.59	740.59
Build 2" dia. Curb Stop & Box w/ enlarged Base	1.00	each	784.81	784.81
Construct 2" dia. Type "K" Soft Copper Serv. Line	60.00	l.f.	52.42	3145.20
Build Special Manhole #1 Approx. 25.67 vft	1.00	each	43599.52	43599.52
Build Special Manhole #2 Approx. 22.43 vft	1.00	each	62771.06	62771.06
Build Special Manhole #3 Approx. 21.58 vft	1.00	each	59812.81	59812.81
Build Special Manhole #4 Approx. 23.59 vft	1.00	each	26178.88	<u>26178.88</u>
				\$351,219.24

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

Contract Price Prior to This Change Order	\$3,365,842.25
Net Increase/ Decrease Resulting from this Change Order	\$ 351,219.24
Revised Contract Price Including this Change Order	<u>\$3,717,061.49</u>

Approval Recommended:

By _____
Steven P. Riehle, Public Works Director

Date _____

The Above Change Order Accepted:

The Diamond Engineering Company
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2008 - 206

WHEREAS, on May 13, 2008, by Resolution 2008-122, the City Council of the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska, the bid in the amount of \$3,365,842.25 for Street Improvement District 1256 for widening of Capital Avenue from the Moores Creek Drain to Webb Road; and

WHEREAS, Street Improvement District 1256 for widening of Capital Avenue from the Moores Creek Drain to Webb Road will cause conflict with new and existing sanitary sewer infrastructure; and

WHEREAS, the Diamond Engineering Company of Grand Island, Nebraska is the general contractor for such Street Improvement District 1256; and

WHEREAS, Change Order No. 1 to the Street Improvement District 1256 has been reviewed and negotiated for such work by the general contractor; and

WHEREAS, the agreed price for such reviewed and negotiated work to be completed in Change Order No. 1 to Street Improvement District 1256 is acceptable when compared to the engineers estimate; and

WHEREAS, Change Order No. 1 to Street Improvement District 1256 will provide tie-in connections to the existing gravity sanitary sewer infrastructure in preparation of construction of a new lift station #21; and

WHEREAS, Change Order No. 1 to Street Improvement District 1256 will provide new gravity sanitary sewer infrastructure below the new roadway, buried utilities and storm sewers; and

WHEREAS, Change Order No. 1 to Street Improvement District 1256 will provide new water service under Diers Avenue in preparation of construction of a new lift station #21; and

WHEREAS, Change Order No. 1 to Street Improvement District 1256 will provide cost savings by avoiding future removal and replacement of roadway, utilities and storm sewers that are above and near the city's gravity sanitary sewer system; and

WHEREAS, the work for Change Order No. 1 to Street Improvement District 1256 is necessary to complete in conjunction with the Capital Avenue Widening Project, Street Improvement District 1256; and

WHEREAS, it is recommended that Change Order No. 1 to the work for Street Improvement District 1256 be completed by the general contractor, The Diamond Engineering Company of Grand Island, Nebraska; and

WHEREAS, such work is incorporated into Change Order No. 1; and

WHEREAS, the result of Change Order No. 1 will increase the contract amount by \$351,219.24 for a revised contract price of \$3,717,061.49; and

WHEREAS, the result of Change Order No. 1 will increase the contract completion date by 90 calendar days; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska on Street Improvement District 1256.

- - -

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

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G12

#2008-207 - Approving Designating No Parking Zone on the West Side of Greenwich Street from Second Street to the Alley One Half Block North

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 12, 2008

Subject: Approving Designating No Parking Zone on the West Side of Greenwich Street from Second Street to the Alley One Half Block North

Item #'s: G-12

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

Background

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

Discussion

The second phase of this project is scheduled to begin mid to late August. Traffic will be directed to the new lanes of US Highway 30 along the south side.

At the start of the second phase, westbound traffic on 2nd Street will turn north on Greenwich Street to the detour on 3rd Street. This is being done so that the water main work can occur on the north side of Second Street at Clark Street. It will take about two weeks to complete the water main work, then westbound 2nd Street traffic will again be detoured north at Clark Street.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the No Parking Zone on the west side of Greenwich Street from Second Street to the alley one half block north.

Sample Motion

Move to approve the No Parking Zone.



RESOLUTION 2008-207

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

WHEREAS, due to the second phase of the US Highway 30 (2nd Street) widening project and water main work associated with the project the Public Work Department is requesting that No Parking be allowed on the west side of Greenwich Street from Second Street to the alley one half block north; 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 the west side of Greenwich Street from Second Street to the alley one half block north.
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, August 12, 2008.

Margaret Hornady, Mayor

Attest:

Paul Briseno, Deputy City Clerk



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G13

#2008-208 - Approving Acquisition of Utility Easement - 3625 Old Potash Hwy. - County of Hall, Hornady Family Limited Partnership and Hornady Manufacturing

This item relates to the aforementioned Public Hearing Item E-3.

Staff Contact: Gary R. Mader

RESOLUTION 2008-208

WHEREAS, a public utility easement is required by the City of Grand Island, from County of Hall, Hornady Family Limited Partnership and Hornady Manufacturing, to install, upgrade, maintain and repair public utilities and appurtenances, including lines and transformers; and;

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

Commencing at the northwest corner of the Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4) of Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West; thence southerly along the westerly line of said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4), a distance of two hundred twenty five and five tenths (225.5) feet; thence easterly and parallel with the northerly line of said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4), a distance of thirty three (33.0) feet to a point on the easterly right-of-way line of Claude Road, said point also being the Actual Point of Beginning; thence southerly along the easterly right-of-way line of Claude Road a distance of ten (10.00) feet; thence easterly and parallel with the northerly line of the said Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4), a distance of one hundred twenty (120.0) feet; thence northerly and parallel with the easterly Right-of-way of Claude Road a distance of twenty (20.00) feet; thence westerly and parallel with the northerly line of said Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), a distance of one hundred twenty (120.00) feet more or less to the easterly right-of-way line of Claude Road; thence southerly along the easterly right-of-way line of Claude Road a distance of ten (10.00) feet to the point of beginning.

The above-described easement and right-of-way containing a total of 0.055 acres, more or less, as shown on the plat dated 7/18/2008, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

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

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

Margaret Hornady, Mayor

Attest:

Paul Briseno, Deputy City Clerk



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G14

**#2008-209 - Approving Bid Award for Elevator Modernization -
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: August 12, 2008

Subject: Elevator Modernization – Platte Generating Station

Item #'s: G-14

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

Background

The service elevator at the Platte Generating Station has been in continuous service since the plant's commissioning in 1982. It serves all eight operating levels of the plant to include both indoor and outdoor hoist-way entrances. This geared traction elevator has the original set of analog controls, the original hoisting machine, and the original door safety interlocks. Within the last few years, the elevator has required numerous repairs and emergency maintenance. Recommendations from the State Elevator Inspector and our contracted elevator maintenance company suggest that an elevator modernization would increase the elevator's reliability and decrease the frequent need for emergency repairs. Specifications were developed, by the plant staff, to include the following major modernization items:

- New geared hoisting machine with AC motor
- Microprocessor based controller
- Closed loop door operator
- New traction steel hoist ropes
- Overspeed governor
- Secondary braking device

Discussion

The specifications for the Elevator Modernization were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on July 31, 2008. Responses were received from the bidders listed below. The engineer's estimate for this project was \$250,000.

<u>Bidder</u>	<u>Bid Price</u>
O'Keefe Elevator Company, Inc., Omaha, NE	\$ 175,604.00
Eletech, Inc., Omaha, NE	\$ 177,975.00
Kone Elevators Escalators, Moline, IL	\$ 198,800.00

Department Staff reviewed the bids for compliance with the City's detailed specifications. The specifications required that the elevator be out of service for no more than eight weeks, and not during scheduled plant maintenance outages. The low bidder, O'Keefe Elevator Company, Inc., and Kone Elevators did not meet the specified elevator outage requirement of no more than eight weeks. The next highest bidder, Eletech, Inc. is compliant with the bid specifications.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Elevator Modernization to Eletech, Inc. from Omaha, Nebraska, as the low responsive bidder, with the bid price of \$177,975.

Sample Motion

Move to approve award of the bid of \$177,975.00 from Eletech, Inc. for the Elevator Modernization as submitted.

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: July 31, 2008 at 11:15 a.m.
FOR: Elevator Modernization
DEPARTMENT: Utilities
ESTIMATE: \$250,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: July 23, 2008
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Eletech, Inc.</u> Omaha, NE	<u>KONE Elevators Escalators</u> Moline, IL
Bid Security:	Universal Surety Company	Fidelity & Deposit Co. (Reviewed)
Exceptions:	None	Noted

Material:	\$ 69,071.00	\$117,960.00
Labor:	\$104,069.00	\$ 78,640.00
Sales Tax:	<u>\$ 4,835.00</u>	<u>\$ 2,200.00</u>
Total Bid:	<u>\$177,975.00</u>	<u>\$198,800.00</u>

Bidder:	<u>O'Keefe Elevator Company, Inc.</u> Omaha, NE
Bid Security:	Universal Surety Company

Material:	\$ 75,937.00
Labor:	\$ 95,610.00
Sales Tax:	<u>\$ 4,057.00</u>
Total Bid:	<u>\$175,604.00</u>

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney

Karen Nagel, Utilities Secretary
Wes Nespor, Assist. City Attorney

RESOLUTION 2008-209

WHEREAS, the City Electric Department invited sealed bids for Elevator Modernization at the Platte Generating Station; and

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

WHEREAS, Eletech, Inc., of Omaha, 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 \$177,975.00; and;

WHEREAS, the bid of Eletech Inc., is less than the estimate for the Elevator Modernization.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Eletech, Inc., of Omaha, Nebraska, in the amount of \$177,975.00 for Elevator Modernization at Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

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

Margaret Hornady, Mayor

Attest:

Paul Briseno, Deputy City Clerk

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



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G15

**#2008-210 - Approving Bid Award for Substation Transformer
Maintenance Services**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

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

Meeting: August 12, 2008

Subject: Approving Substation Transformer Maintenance Services

Item #'s: G-15

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

Background

The Grand Island Electric System utilizes distribution substations interconnected with a transmission loop. Each substation contains large distribution transformers to lower the voltage from the transmission level of 115,000 volts (115 kV) to the distribution level of 13,800 volts (13.8 kV). These transformers are the most expensive single component within a substation. The older substations contain General Electric transformers manufactured in the late 1960's. In that era, General Electric used transformer bushings referred to as "Type U" in their high voltage equipment. The bushing is an insulated device that sticks above the transformer to receive line or bus bar connections at the appropriate voltage. Over the past forty years, operational experience has revealed a design flaw with this particular type of bushing.

Over time, the oil that fills the bushings causes deterioration of the internal layers of insulation, which can lead to severe failure. The Utilities Department has monitored this potential failure for years and routine testing shows the progression of the flaw and the need for replacement of bushings in five transformers. The required replacement bushings were purchased earlier this year and are in stock, ready for installation. The Utility Department engineering staff developed specifications for replacement of the transformer bushings, and included additional known repair needs to be done while these older units are out of service for the bushing replacements. The contract for Substation Transformer Maintenance Services includes bushing replacement as well as repairs of several minor oil leaks and valve replacements.

Discussion

The request was advertised in accordance with City procurement requirements. Specifications were sent to six regional contractors specializing in this type of work. Bids were publicly opened at 11:00 a.m. on July 29, 2008. Five bids were received. The following table summarizes the bid results:

Company	Exceptions	Best Case Labor	Full Price Labor
Solomon Corporation	Yes	\$ 51,873.60	\$102,752.10
Clarifications			
Electro-Test & Maintenance, Inc.	Only	\$ 64,183.95*	\$133,134.75*
R.B. Watkins, Inc.	No	\$ 98,975.00	\$133,750.00**
Waukesha Electric Systems	Yes	\$154,240.50	\$217,424.00
Siemens Energy & Automation, Inc.	Yes	\$307,185.00	\$316,387.00

*Evaluated bid price – Original bid price did not include Nebraska Sales Tax or electrical tests.

**Watkins did not include testing in their bid price.

The transformer maintenance activities can vary greatly in price depending on whether or not the oil in the transformer must be completely drained. Many times, this is unknown until the work is actually performed. Bidders were required to submit a price for best case labor assuming no transformers require draining and full price labor assuming all transformers require draining. The contract is proposed for award based upon the full price labor bid with invoicing reflecting the actual labor required. Bids were evaluated based upon three primary factors; minimum bid price, maximum bid price and responsiveness to specifications. Four of the bids were under the engineer's estimate of \$300,000. The highest bid was not considered further.

Of the four bids under the estimate, Solomon's bid of \$102,752.10 took exception to mobilization charges and did not contain any supporting documentation. The bid did not include the required information regarding the experience and qualifications of the personnel intended for the job. Their bid did not include any documentation regarding the proposed work and is evaluated as not responsive to the specifications.

The bid submitted by Electro-Test and Maintenance, Inc., contained adequate documentation as well as recommended electrical tests to be performed before and after bushing installation. Their original bid did not include Nebraska Sales Tax. The evaluated bid price including the recommended electrical tests and all applicable Nebraska Sales Tax is \$133,134.75. The bid is evaluated as compliant with the specifications.

The bid submitted by R.B. Watkins for \$133,750.00 contained adequate documentation regarding the proposed work and is evaluated as compliant with the specifications.

The bid submitted by Waukesha Electric Systems for \$217,424.00 contained detailed information and was evaluated as compliant with the specifications.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the contract to Electro-Test and Maintenance, Inc., of Rapid City, SD for a total of \$133,134.75 which includes the recommended electrical tests before and after bushing installation and all applicable sales tax. Electro-Test and Maintenance, Inc. submitted the lowest bid meeting the specifications.

Sample Motion

Move to approve the contract for Substation Transformer Maintenance Services to Electro-Test and Maintenance, Inc., for \$133,134.75.

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: July 29, 2008 at 11:00 a.m.

FOR: Substation Transformer Maintenance Services

DEPARTMENT: Utilities

ESTIMATE: \$300,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: June 25, 2008

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>R.B. Watkins, Inc.</u>	<u>Siemens Energy & Automation, Inc.</u>
	Stow, OH	Grimes, IA
Bid Security:	\$6,687.50	Federal Insurance Company
Exceptions:	None	Noted

Bid Price:	<u>Best Case Labor</u>	<u>Full Price Labor</u>	<u>Best Case Labor</u>	<u>Full Price Labor</u>
Substation G:	\$13,687.25	\$15,489.50	NA	\$39,037.00
Substation H North:	\$13,687.25	\$15,489.50	NA	\$38,914.00
Substation H South:	\$13,687.25	\$15,489.50	NA	\$39,703.00
Unit #3 Res Supply:	\$ 2,505.50	\$11,311.50	\$7,673.00	\$16,875.00
Unit #2 GSU:	\$10,519.25	\$13,481.50	NA	\$29,297.00
Substation A:	\$13,692.25	\$15,494.50	NA	\$38,957.00
PGS Unit #1 GSU:	\$14,361.25	\$15,004.00	NA	\$40,637.00
Materials (all trans):	\$ 6,360.00	\$ 7,245.00		\$ 9,295.00
Mobilization – Qty 4:	\$ 4,000.00	\$16,000.00		\$63,021.00
Sales Tax:	<u>\$ 6,475.00</u>	<u>\$ 8,750.00</u>		<u>\$ 651.00</u>
Total:	\$98,975.00	\$133,750.00	\$307,185.00	\$316,387.00

Bidder: Solomon Corporation
Solomon, KS
Bid Security: Travelers Casualty
Exceptions: Noted

Electro-Test & Maintenance, Inc.
Rapid City, SD
Merchants Bonding Company
Noted

Bid Price:	<u>Best Case Labor</u>	<u>Full Price Labor</u>	<u>Best Case Labor</u>	<u>Full Price Labor</u>
Substation G:	\$5,907.00	\$13,085.00	\$4,610.00	\$10,640.00
Substation H North:	\$5,907.00	\$13,809.00	\$4,610.00	\$10,640.00
Substation H South:	\$5,907.00	\$13,809.00	\$4,610.00	\$10,640.00
Unit #3 Res Supply:	\$3,380.00	N/A	\$3,425.00	\$ 8,575.00
Unit #2 GSU:	\$5,177.00	\$10,912.00	\$4,090.00	\$ 9,890.00
Substation A:	\$5,907.00	\$13,809.00	\$4,610.00	\$10,640.00
PGS Unit #1 GSU:	\$8,072.00	\$18,832.00	\$4,090.00	\$11,940.00
Materials (all trans):	Included	Included	\$4,800.00	\$ 8,480.00
Mobilization – Qty 4:	\$8,223.00	\$11,774.00	\$11,800.00	\$29,640.00
Sales Tax:	<u>\$3,393.60</u>	<u>\$ 6,722.10</u>	-	-
Total:	\$51,873.60	\$102,752.10	\$46,645.00	\$111,085.00

Bidder: Waukesha Electric Systems
Waukesha, WI
Bid Security: Liberty Mutual Insurance Co.
Exceptions: Noted

Bid Price:	<u>Best Case Labor</u>	<u>Full Price Labor</u>
Substation G:	\$16,650.00	\$27,500.00
Substation H North:	\$16,650.00	\$27,500.00
Substation H South:	\$16,650.00	\$27,500.00
Unit #3 Res Supply:	\$ 5,900.00	\$16,750.00
Unit #2 GSU:	\$12,925.00	\$23,775.00
Substation A:	\$16,650.00	\$27,500.00
PGS Unit #1 GSU:	\$12,925.00	\$28,275.00
Materials (all trans):	\$ 4,800.00	\$ 4,800.00
Mobilization – Qty 4:	\$41,000.00	\$41,000.00
Sales Tax:	<u>\$10,090.50</u>	<u>\$14,224.00</u>
Total:	\$154,240.50	\$217,424.00

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator
Travis Burdett, Assist. Utilities Director

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

RESOLUTION 2008-210

WHEREAS, the City Electric Department invited sealed bids for Substation Transformer Maintenance Services; and

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

WHEREAS, Electro-Test and Maintenance, Inc., of Rapid City, South Dakota 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 \$133,134.75; and;

WHEREAS, the bid of Electro-Test and Maintenance, Inc., is less than the estimate for the Substation Transformer Maintenance Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Electro-Test and Maintenance, Inc., of Rapid City, South Dakota, in the amount of \$133,134.75 for Substation Transformer Maintenance Services is hereby approved as the lowest responsible bid.

- - -

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

Margaret Hornady, Mayor

Attest:

Paul Briseno, Deputy City Clerk

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



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G16

#2008-211 - Approving Resolution of Intent to Create Business Improvement District #8, Downtown

Staff Contact: Wes Nespor

Council Agenda Memo

From: Legal Department

Meeting: August 12, 2008

Subject: Resolution of Intention to Establish Business Improvement District #8

Item #'s: G-16

Presenter(s): Dale Shotkoski, City Attorney Wesley D. Nespor, Attorney

Background

The Mayor and Council set preliminary boundaries and appointed an initial Board of Directors to Business Improvement District (BID) #8. The Board has recommended formal creation of a new district and the Regional Planning Commission concurs in that recommendation.

Discussion

Pursuant to the authority given in Neb Rev Stats 19-4015 through 19-4038, cities may create Business Improvement Districts to facilitate improvements and to develop and promote a variety of beneficial activities. The next stage in the process for BID #8 is the adoption of a Resolution of Intention to Establish the District. The resolution must contain: a description of the boundaries; the time and place of a hearing to establish the District by Ordinance; the proposed projects, facilities, and improvements for the District; the proposed or estimated costs of the improvements and facilities; and the method of raising revenue. Upon passage of the Resolution of intent, it will be published once in the newspaper and a copy mailed to owners of taxable property in the District giving them notice of the hearing to be held on August 26, 2008.

Alternatives

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

1. Move to adopt the Resolution of Intent to Establish the District.

2. Take no action on the issue.

Recommendation

City Administration recommends that the Council adopt the Resolution of Intent to Establish District #8 setting this matter for hearing on August 26, 2008 at 7:00 p.m.

Sample Motion

Move to adopt the Resolution of Intent to Establish Business Improvement District #8.

RESOLUTION 2008-211

WHEREAS, the Downtown Business Improvement Board has recommended that the City of Grand Island create a business improvement district with amended boundaries in the form hereinafter set forth; and

WHEREAS, on June 5, 2008, the Regional Planning Commission recommended approval of the creation of such business improvement district; and

WHEREAS, the City Council has determined that a public hearing should be held on the proposed business improvement district.

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

1. The proposed district shall be considered in public hearing before the City Council on August 26, at 7:00 p.m. in the Council Chambers at City Hall in Grand Island, Nebraska.
2. District Boundaries. The proposed boundaries of Business Improvement District No. 5 are described as follows:

Beginning at a point being the intersection of the South line of Third Street and the West line of Kimball Avenue; thence South on the West line of Kimball Avenue to a point One Hundred Thirty-Two Feet (132') South of the South line of First Street; thence West on a line One Hundred Thirty-Two Feet (132') South of and parallel to the South line of First Street to the West line of Sycamore Street; thence Southerly on the Westerly line of Sycamore Street to the North line of Court Street; thence Westerly on the North line of Court Street to the West line of Pine Street; thence Southerly on the West line of Pine Street to the North line of Charles Street; thence Westerly on the North line of Charles Street and an extension thereof to the East line of Walnut Street; thence Northerly on the East line of Walnut Street to a point One Hundred Thirty-Two Feet (132') North of the North line of Division Street; thence West on a line One Hundred Thirty-Two Feet (132') North of and parallel to the North line of Division Street and an extension thereof to the East line of Cedar Street; thence Northerly on the East line of Cedar Street to the South line of First Street; thence West on the South line of First Street to the West line of Elm Street; thence Southerly on the West line of Elm Street for a distance of One Hundred Thirty-Two Feet (132'); thence Westerly on a line One Hundred Thirty-Two Feet (132') South of and parallel to the South line of First Street to the East line of Eddy Street; thence Northerly on the East line of Eddy Street to the South line of South Front Street; thence Easterly on the South line of South Front Street to the West line of Oak Street; thence Southerly on the West line of Oak Street to the South line of Third Street; thence Westerly on the South line of Third Street and an extension thereof to the point of beginning.

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

3. Creation of District: Improvements. The proposed work to be performed and specific improvements to be made or maintained within the proposed district shall include:

(A) Retention and Recruitment. Business Improvement District No. 8 will encourage business retention and recruitment through the planning and implementation of Downtown promotions, continued Main Street commitments and downtown investments to attract the attention of people looking for vibrant and welcoming places to dine, shop, live, work and play.

Funds have been allocated for each of the five years for Retention and Recruitment, Main Street Promotions, the Grand Theatre, Main Street Contract; and funding in years 1-3 for the research and development of a Revolving Loan Fund.

- (i) Creation and implementation of a plan for improving the general architectural design of public areas in the district;
- (ii) The development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, in the district area, including, but not limited to, plans, creation, development, equipment, supplies, materials, services, management, staff, maintenance and improvement of communication and image building events and activities, such as holiday events, community events, media activities, newsletters, seasonal and special events and parades and other activities for the benefit of the district.

(B) Downtown Beautification. The beautification component of the Business Improvement District #8 budget is comprised of physical improvements to the District. The Board, through a series of informal and formal discussion with downtown property owners, identified a need to augment the existing physical elements in the downtown. By increasing artistic elements, it is believed the personality of the downtown will be strengthened and a sense of place developed. A consistent approach to adding these artistic elements will enhance the uniqueness of downtown and, at the same time, create a pleasant setting to complement the various activities held in the downtown. These physical improvements include, but are not limited to, Kaufmann Cummings Park, planters, murals, sculptures, trees and grates, signs and banners, benches, streetscape, and trash containers.

- (i) Improvement of any public place or facility in the district area, including landscaping, physical improvements for decoration or security purposes, and plantings, including but not limited to, plans, creation, development, equipment, supplies, materials, services, management, staff, maintenance, improvement and associated activities of streetscape and alleyway improvement
- (ii) Construction or installation of sidewalks, parks, meeting and display facilities, lighting, benches or other seating furniture, sculptures, trash receptacles,

shelters, fountains, and any useful or necessary public improvements, including, but not limited to plans, creation, development, equipment, supplies, materials, services, management, staff, maintenance, improvement, and associated activities of streetside and other public area projects;

- (iii) Maintenance, repair, and reconstruction of any improvement's or facilities authorized by the Business Improvement District Act

(C) Implementation and Maintenance: The talent and resources vested in this district rely upon the successful completion of each project and careful maintenance of the downtown area to ensure the best possible results from the investments of downtown stakeholders, including this District. To accomplish the duties incumbent upon this District in all areas of work described herein, the district may recruit volunteers or secure labor and services for hire:

- (i) The district may employ or contract for personnel for any improvement program under the act, and providing for any service as may be necessary or proper to carry out the purposes of the act, including, but not limited to, activities, projects, staff, consulting services, materials, equipment, supplies, and services necessary or convenient for the management of the affairs of the business improvement district, to include budget development and supervision, representation of the interests of the district to public and private entities, research, development, travel, training, development and implementation of business and residential recruitment and retention projects, downtown beautification projects and activities which contribute to regaining, sustaining or improving the economic health and viability of the district and the implementation of the goals and objectives of the Business Improvement Board.
- (ii) Any other project or undertaking for the betterment of the public facilities in the district area, whether the project be capital or noncapital in nature.

4. Term, Annual Budget and Limitations. The proposed district shall become effective on October 1, 2008 for a period of five years to terminate on September 30, 2013. The estimated total annual budget for costs and expenses of the work to be performed within such district during the first year totals \$137,500; provided that the maximum amount of the first year's annual assessment for the district shall not exceed \$90,000. The estimated total first-year budget by area of work is as follows:

Retention and Recruitment	\$41,500
Downtown Beautification	\$53,500
Implementation and Maintenance	\$42,500

In the subsequent four years, the maximum amount of annual assessment and annual budget for the district will not exceed the first year maximum assessment and budget amounts plus an annual increase equal to the amount of the Consumer Price Index or 3%, whichever is

less. The assessments levied for the first year shall not exceed \$90,000. The district may pursue additional funding (without increasing the district assessments) to complete the amounts for costs and expenses included in the budget. The specific improvements for the first year are listed for purposes of estimating the costs and expenses of performing the proposed work and improvements. Although the district is proposed for a five-year period, the City council, after public hearing, shall approve an annual budget for specific improvements in each succeeding year consistent with the ordinance creating the district. The City Council retains the authority to change, modify and remove proposed improvements; however, the proposed improvements cannot exceed the scope of improvements and the annual assessment cannot exceed the maximum amounts of the annual assessment as provided by the ordinance creating the district.

5. Method of Assessment. The proposed district shall receive funding from special assessments based upon the special benefits to the property as fairly and equitably assessed by the City Council. The assessments shall be levied annually as a percentage of assessed valuation of taxable property within the district. Based upon the recommendation of the Business Improvement District Board, owner-occupied residential properties within the district will be assessed at 70% of assessed valuation based on their primary benefit from the downtown beautification and maintenance programs. Owners of property exempt from ad valorem taxes are encouraged to support District activities, promotions, and improvements but property exempt from ad valorem taxes will not be subject to special assessment for this Business Improvement District. Property owned by the Federal Government, the State of Nebraska and political subdivisions thereof shall not be subject to special assessment for this Business Improvement District. For mixed use properties that combine owner-occupied residential and other uses, the property owner may submit evidence supporting a pro-rated split of the assessed value (between owner-occupied residential and other uses) for the City Council to consider when sitting as a board of equalization.
6. Notice. A copy of this resolution of intention shall be published one time in the *Grand Island Independent*, and a copy shall be mailed to each owner of taxable property as shown by the latest tax rolls of the Hall County Treasurer.
7. Boundary Lines. Commonly owned properties that are intersected by a boundary line establishing the district shall be considered as entirely within the district unless otherwise determined by the City Council when sitting as a Board of Equalization.
8. Enforcement. The special assessments provided herein shall be a lien on the property assessed superior and prior to all other liens except general taxes and other special assessments which shall be of equal priority. Liens for special assessments may be foreclosed and are subject to interest at the statutory rate when payment of the assessment is delinquent as provided by law. No special assessment made hereunder shall be void for any irregularity, defect, error or informality in procedure, in levy or equalization thereof.

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

Margaret Hornady, Mayor

Attest:

Paul Briseno, Deputy City Clerk



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G17

**#2008-212 - Approving Purchase of Playground Equipment Play
Structure**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: August 12, 2008

Subject: Bid Award Playground Equipment Play Structure

Item #'s: G-17

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

Background

The City of Grand Island is in the process of replacing old playground equipment as funding allows. The equipment being purchased will be placed in Sothman Park.

Discussion

Proposals were requested to supply playground equipment designs. Six proposals were received. All designs were provided at a cost of around \$30,000.00. The design provided by Fry and Associates, Inc. was determined to provide the best play value. The price for their design was \$29,840.00. Funds to pay for this purchase will come from account number 1004440385615, Machinery and Equipment.

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 Fry and Associates, Inc in the amount of \$29,840.00.

Sample Motion

Move to award the bid to Fry and Associates, Inc. of North Kansas City, Missouri for the purchase of playground equipment for Sothman Park in the amount of \$29,840.00.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
PLAYGROUND EQUIPMENT PLAY STRUCTURE**

RFP DUE DATE: July 14, 2008 at 4:00 p.m.

DEPARTMENT: Parks and Recreation

PUBLICATION DATE: June 18, 2008

NO. POTENTIAL BIDDERS: 11

SUMMARY OF PROPOSALS RECEIVED

Outdoor Recreation Products
Omaha, NE

ABCreative, Inc.
Desoto, KS

Alternative Designs, LLC
Tulsa, OK

Sterling West
Gothenburg, NE

Crouch Recreation
Omaha, NE

Fry & Associates, Inc.
North Kansas City, MO

cc: Steve Paustian, Parks & Recreation Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Gregg Bostelman, Park Main. Supervisor

Patti Buettner, Parks & Rec. Sec.
David Springer, Finance Director
Wes Nespor, Assist. City Attorney

RESOLUTION 2008 - 212

WHEREAS, the City of Grand Island invited sealed proposals for (1) Playground Equipment Play Structure, in accordance with a Request for Proposal on file with the Parks and Recreation Department; and

WHEREAS, on July 14, 2008, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, the Fry and Associates, Inc. of North Kansas City, Missouri, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being in the amount of \$29,840.00 for one playground equipment play structure at Sothman Park; and

WHEREAS, the Fry and Associates, Inc. proposal 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 proposal of the Fry and Associates, Inc. of North Kansas City, Missouri, for one playground equipment play structure at Sothman Park in the amount of \$29,840.00 is hereby approved.

- - -

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

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G18

#2008-213 - Approving Contract with the USDA Natural Resources Conservation Service for Wildlife Habitat Incentives Program (WHIP) at the Heartland Public Shooting Park

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian

Meeting: December 5, 2006

Subject: Approving Contract with USDA Natural Resource Conservation Service

Item #'s: G-18

Presenter(s): Steve Paustian

Background

The Loup Platte Chapter of Pheasants Forever approached the Heartland Public Shooting Park asking to be involved in habitat development on certain undeveloped areas of the Park. One of the options was to work with the USDA and sign up for a conservation program called the WHIP Program (see attached agreement). This five year commitment provides for the majority of funding, planning and technical assistance to create optimal habitat for pheasant and quail production.

Discussion

Staff has determined that enrollment in the program would be of significant value to the Park and would not conflict with existing uses of the facility. Additional pheasant and quail production could work hand in hand with our youth/mentor hunts and other opportunities that may arise from the increased bird density the program should help develop.

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 enter into an agreement with the USDA to enroll in the WHIP Program.

Sample Motion

Motion to enter into a contract with the USDA for participation in the WHIP program.

WHIP and the Heartland Public Shooting Park

What is the Wildlife Habitat Incentives Program?

The Wildlife Habitat Incentives Program, or WHIP, is a program administered by the Natural Resources Conservation Service (NRCS) of the USDA. This program provides cost-share reimbursement to landowners for many wildlife practices that create or enhance wildlife habitat. Many practices are covered, such as planting of native grasses and wildflowers/forbs, killing non-wildlife friendly invasive grass species, prescribed burning, removing invasive tree species, and installing wildlife friendly shrubs and trees (among many other practices).

Many large wildlife projects, and especially the installation of certain practices, can be very expensive. Most landowners can not complete these types of projects and intensive follow-up management without some type of assistance. By entering into a WHIP contract, landowners can receive technical assistance on how to manage their property and what practices should be installed. They also receive financial assistance through cost-share reimbursement.

Landowners enter into 5 to 10 year contracts with the NRCS that outline what practices will be implemented, how many acres they will be applied on, and how much cost-share reimbursement will be awarded for each practice. Since this program is focused on wildlife habitat, usually a wildlife biologist is involved with the contract writing process, and also formulates a wildlife management plan that the NRCS contract and conservation plan is based on, which requires a lot of pre-planning.

The Nebraska NRCS only receives a limited amount of funding each year for WHIP contracts. To receive funding for cost-share, landowners must first sign an application. Their project must then go through a ranking process. After a draft wildlife management plan is written outlining the practices to be implemented on a piece of property, the project will then be ranked according to the practices in the plan. The highest ranking projects in Nebraska are then funded and moved to contracts. A NRCS contract (Form NRCS-CPA-1202) and a conservation plan (Form NRCS-CPA-1155) based on the wildlife management plan are written and must be signed by the landowner before the funds are obligated to that contract. The ranking sheet must also be signed, and a direct deposit form for the cost-share reimbursement must be filled out.

What is WHIP Contract Funding Based On?

Cost-share reimbursements are based on the type of practice being implemented, and range from approximately 50% to 75% of the installation costs. Most practices that provide exceptional wildlife benefits, such as a new native grass planting, receive approximately 75% cost-share. A few practices, which are more associated with projects that help agricultural operations but also have good wildlife benefits, only provide about 50% cost-share reimbursement. One example is brush management, which is the

removal of invasive tree species such as cedar and locust, usually occurring on grazing lands.

The amount of money paid for each practice is based on the NRCS cost docket. Each year, as landowners who have contracts with NRCS install practices, they turn in receipts for cost-share reimbursement. These receipts are used to calculate the average amount it costs to install each practice, and sets how much contract holders will be reimbursed for that same practice the next year. For example, for contracts written in 2008, NRCS reimburses landowners \$66.50 per acre for what they refer to as a complex grass mixture for Upland Wildlife Habitat Management. When seeding a grass mix, landowners have to buy the grass and wildflower seed mix, rent a grassland no-till drill to plant the mix, and possibly prepare the seedbed by disking or spraying herbicide. According to receipts received in 2007, it cost an average of \$88.67 per acre to do all these things in Nebraska. 75% of \$88.67 is \$66.50, so landowners are reimbursed a set amount of \$66.50 per acre for installing a complex wildlife grass mix, no matter what it actually costs. This payment usually doesn't include the added expense if the landowner has to hire a contractor to complete the work, and also doesn't account for an increase in prices (such as grass seed) from the year the contract was written. The landowner will only get \$66.50 per acre back, so the actual percent that the landowner receives depends on how much they actually spend. Planting a more expensive grass mix than what most people plant, but has better wildlife benefits, means more out-of-pocket expense.

To receive cost-share, the practice must be in the WHIP contract. The landowner or their agent, completes all work associated with that practice and pays for all the costs upfront. The landowner then turns in all receipts, along with other required documentation, to the NRCS office administering the contract. The office completes a cost-share reimbursement form that the landowner must sign, which is then faxed into the state NRCS office for payment. Payment is direct deposited into the customer's checking account that they designated with the direct deposit form, which usually takes 4 to 6 weeks.

The Heartland Public Shooting Park Project

In winter 2003 / spring 2004, approximately 115 acres of cropland on the Heartland Public Shooting Park was seeded to wildlife friendly grass/wildflower mixtures. All seeding was paid for by Pheasants Forever, a total of \$7,406.60. This seeding has already had a positive impact for a number of wildlife species, especially upland game birds such as Northern bobwhite quail and ring-necked pheasant.

In November of 2007, Jason Sykes (Pheasants Forever Farm Bill Wildlife Biologist) met with Steve Paustian (City of Grand Island Parks and Recreation Director) to discuss possible options of converting the remaining crop fields and managing the habitat already established. The local chapter of Pheasants Forever in Hall County, the Loup/Platte Ringnecks chapter, was also eager to participate in a habitat improvement program. Heartland Public Shooting Park presents a unique opportunity to demonstrate

the very best wildlife management on an area that receives a high volume of traffic, with many of those people involved in hunting or interested in wildlife management. Since public hunting is not allowed on Heartland, the main benefit of the project to the chapter would be to demonstrate the best wildlife management practices, and the results that can come from it, especially in an area that is very agriculture intensive.

By entering into a WHIP contract, the City of Grand Island will have the majority of the costs for implementing the wildlife management plan repaid through cost-share. The remainder of the costs will be paid by the Loup / Platte Ringnecks Chapter of PF. To accomplish an intensive wildlife management plan, it would cost approximately \$43,000. About \$30,000 of this would be paid by the WHIP contract, leaving about \$13,000 to be paid by the chapter. It would be very difficult for the Loup / Platte Ringnecks chapter to pay for the all costs associated with the project without the WHIP contract, and this also allows them to save money to be spent on other Hall County and state projects. The contract will last 5 years, and the practices will be spread out over the first 4 years of the contract (most will be completed in the first 3 years). By spreading the practices over several years, this decreases the amount of funds that each party has to budget during each fiscal year to fully pay for practice installation. At the end of the WHIP contract, the City of Grand Island will have spent no net funds (because they will be reimbursed fully by either WHIP cost-share or the PF chapter), and will have completed a \$43,000 project.

Conservation Plan Map

Wildlife Habitat Incentives Program (WHIP)



Customer(s): CITY OF GRAND ISLAND

District: Central Platte NRD

Approximate Acres: 225.6

Land Units: Farm: 4946; Tract: 4770; Field(s): WH1 - WH4

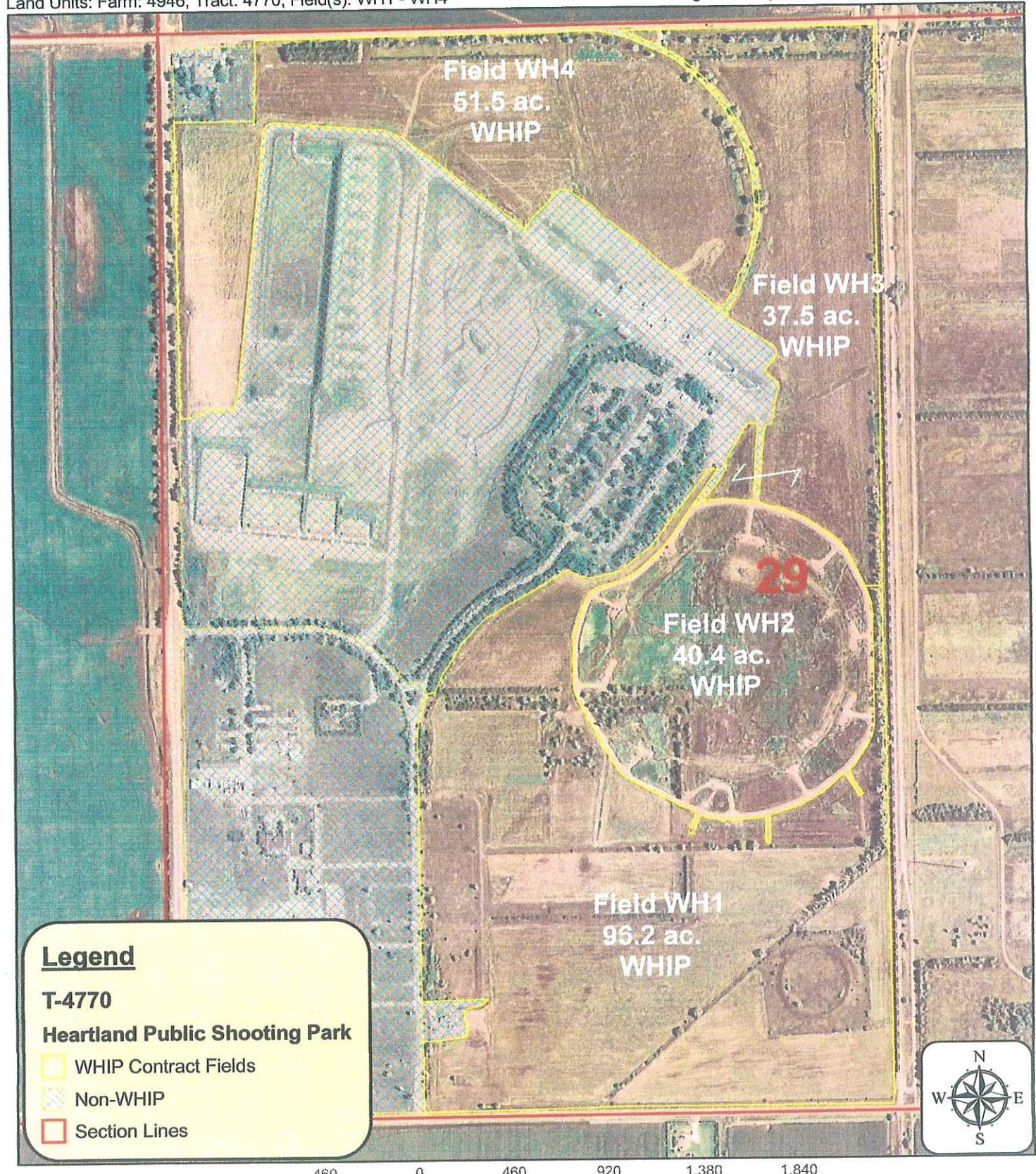
Field Office: Grand Island Service Center

Agency: NRCS

Assisted By: Sykes, Jason T

State and County: NE, Hall Co.

Legal Description: Section 29 T-11-N R-10-W



CONSERVATION PROGRAM CONTRACT

Participant: CITY OF GRAND ISLAND	Program and Contract Number: WHIP 7265260838K
County and State: HALL County, NE	Subaccount: WHIP FA
Watershed: Middle Platte-Prairie	This agreement is effective on the date signed by the Natural Resources Conservation Service approving official and extends through 7/31/2014

1. The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and or maintain specific conservation practices, as set forth in the Conservation Plan or Schedule of Operations (NRCS-CPA-1155), on the property as identified on the plan map. In consideration for the implementation and or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the appendix.
2. This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202, NRCS-CPA-1202 Appendix; NRCS-CPA-1155 Conservation Plan or Schedule of Operations and plan map which are fully incorporated by reference into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified (NRCS-CPA-1156) upon agreement of NRCS and the participant and becomes a part of the contract when signed by the NRCS approving official.
3. The participant(s) agree: A) to implement and maintain conservation practices identified on the plan map in compliance with the plan or schedule of operations (NRCS-CPA-1155) and in accordance with the standards, specifications, and other special program criteria obtained from the local field office of the NRCS; B) to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and C) to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone CITY OF GRAND ISLAND 100 E 1ST ST GRAND ISLAND, NE 68801	SSN or TAX ID if applicable
Signature 	Payment Shares 100.00%
Date 	AGI Eligible Payment Shares 0.00%
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

One or more members of the entity or joint operation requesting this contract is currently ineligible based on a failure to meet the Adjusted Gross Income requirements. All contract payments will be reduced commensurate with the ownership shares attributed to ineligible members.

5. CONTRACT OBLIGATIONS

2008	2009	2010	2011	2012						Total
\$0	\$12,305	\$15,820	\$779	\$765						\$29,669
										\$29,669

6. NRCS APPROVING OFFICIALS

Application Approval 	Contract Obligation
Date: 	Date:

CONSERVATION PROGRAM CONTRACT

Participant: CITY OF GRAND ISLAND	Program and Contract Number: WHIP 7265260838K
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OMB DISCLOSURE STATEMENT

According to the Paper Work Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 0.69 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

NONDISCRIMINATION STATEMENT

The United States Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

**APPENDIX TO FORM NRCS-CPA-1202
CONSERVATION PROGRAM CONTRACT**

1 PROGRAM ELIGIBILITY REQUIREMENTS

- A** The Participant must complete and file Form AD-1026 (Highly Erodible Land Conservation and Wetland Conservation Certification) and meet the requirements set forth therein, in accordance with the Food Security Act of 1985, as amended. By signing this Conservation Program Contract (Contract), the Participant certifies that the Participant has completed and filed the AD-1026 and meets the requirements set forth in the highly erodible land conservation-wetland conservation (HELC-WC) provisions.
- B** The Participant must complete and file Form CCC-526 (Payment Eligibility Average Adjusted Gross Income Certification) and meet the requirements therein. By signing this Contract, the Participant certifies that the Participant has completed and submitted Form CCC-526 and meets the requirements therein.
- C** The Participant must complete and file Form CCC-501A (Member's Information), or its equivalent, if he or she represents a business classified as an entity or joint operation by the U.S. Department of Agriculture (USDA) under 7 CFR part 1400.
- D** The Participant must have control of the land for this Contract period. By signing this Contract, the Participant certifies that the Participant will control the land subject to this Contract for the terms of this Contract period and shall, upon request, provide evidence to Commodity Credit Corporation (CCC) demonstrating that such Participant will control the land for that period. Where applicable, the Bureau of Indian Affairs and the Natural Resources Conservation Service (NRCS) will determine Tribal land eligibility.
- E** The Participant shall not be eligible for Contract payments for: (1) practices that are required to meet HELC and WC compliance requirements found in 7 CFR part 12, (2) practices that are included in maintenance agreements (with financial reimbursements for maintenance) that existed prior to participation, (3) a non-land based structure that is not integral to a land based practice, or (4) practices that were applied with financial assistance through any other USDA conservation program.
- F** Land otherwise eligible for the program shall not be eligible if the land is subject to a deed or other restriction prohibiting the application of the conservation plan and associated practices or where a benefit has or will be obtained from a Federal agency in return for the Participant's agreement not to implement the conservation plan and associated practices on the land during the same time as the land would be enrolled in this Contract. By applying for the program contract, the Participant certifies as a condition for payment that no such restrictions apply to the subject land.

- G** The Participant is responsible for obtaining the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation practices in accordance with applicable laws and regulations. A Participant must comply with all laws and is responsible for all effects or actions resulting from the Participant's performance under this Contract.

2 SELECTING OFFERS FROM APPLICANTS

All applications will be evaluated using a selection process developed by the State Conservationist (STC), or Designated Conservationist, with advice from the State Technical Committee or Local Work Group. Form NRCS-CPA-1200, Conservation Program Contract Application, and this NRCS-CPA-1202-CPC (Appendix) represent a request to enter into the program under the terms specified in this Contract.

3 AGREEMENT

A The Participant agrees to:

- (1) Place eligible land into the program for the period of time as specified on Form NRCS-CPA-1202 beginning on the date this Contract is executed by CCC;
- (2) Not start any financially assisted practice or activity or engage the reimbursable services of a certified Technical Service Provider (TSP) before this Contract is executed by CCC. The Participant may request, in writing, a waiver of this requirement for financially assisted practices by the NRCS STC, or designee;
- (3) Secure funding for the desired services of a TSP through contract development or contract modification with NRCS before engaging the services of a TSP;
- (4) Apply or commence a financially assisted practice within the first 12 months from the date this Contract is signed by NRCS. The participant may request, in writing, a waiver of this requirement from the NRCS STC, or designee for circumstances beyond the Participant's control;
- (5) Complete all cost-share practices at least one year before the expiration date of the Contract;
- (6) Establish conservation practices or activities described in this Contract as scheduled, to operate and maintain these practices or activities for the intended purpose for the life span or "period of adoption" identified in this Contract, and to comply with the terms and conditions of this Contract and all applicable Federal, State, Tribal, and local laws;
- (7) Share responsibility for ensuring that Form NRCS-CPA-1155, Contract Plan Schedule of Operations, is accurate and complete. The NRCS has no authority to compensate participants for practices and/or activities that are not in the Contract at the time of obligation;

- (8) Not undertake any action on land under the Participant's control which tends to defeat the purposes of the program, as determined by CCC;
- (9) Discontinue work in the general area of the site and notify NRCS immediately if during the construction of any practice a previously unidentified endangered species, archeological or historical site is encountered;
- (10) Provide receipts, as necessary, as proof of payments, and to maintain proof of payment documentation for three (3) years after the end of the fiscal year in which the practice or activity was completed, and to present this documentation to CCC within 30 days if selected for administrative compliance check;
- (11) Allow access to the land under Contract to the CCC representative for monitoring progress on this Contract;
- (12) Supply records and information as required by CCC to determine compliance with the Contract and requirements of the program within 30 days of request;
- (13) Develop and implement all practices identified in a comprehensive nutrient management plan in those contracts that include a waste storage or treatment facility for contracts funded under 16 U.S.C. 3839; and
- (14) In the event of land transfer, notify NRCS within 60 days of the transfer of interest to an eligible transferee who accepts the contract's terms and conditions, or the contract will be terminated.

4 CONSERVATION PLAN

A By signing the Contract, the Participant agrees:

- (1) That the conservation plan is hereby incorporated as a part of the Contract; and
- (2) To implement and maintain the practices and activities as identified and scheduled in the conservation plan.

5 PAYMENTS

A Subject to the availability of funds, CCC will make payments at the rates specified in this Contract after a determination by CCC that an eligible conservation practice or activity has been established in compliance with the conservation plan, and in accordance with appropriate standards and specifications. In order to receive payments, the Participant, upon technical certification of the completed practice or activity, must execute and file with CCC a Form NRCS-CPA-1245, Practice Approval and Payment Application, along with any receipts, as necessary.

- B** Payments will be issued based on the unit rates provided in Form NRCS-CPA-1155, Conservation Plan Schedule of Operations. Payment amounts on Form NRCS-CPA-1155 reflect payment rates in effect for the year of Contract obligation. **Subject to the availability of funds**, payments for a practice implemented according to or ahead of schedule will be updated to reflect an indexed payment based on the Engineering News Review Construction Index in effect for the year the practice is completed. A conservation practice that requires modification to delay application will not receive the updated payment, but will be paid based on the indexed rate applicable to the originally scheduled year.
- C** In order to be reimbursed for technical services approved under this agreement and performed by a certified TSP hired by the Participant, a Participant must execute a request for payment on Form NRCS-CPA-1245. The Participant must also submit to CCC an invoice from the TSP for the work performed, as well as any documentation CCC may require in order to ensure that the technical services were carried out in accordance with NRCS requirements.
- It is the Participant's responsibility to ensure that the technical services obtained from a TSP hired by the Participant meet program requirements. CCC will not reimburse the Participant if the technical services provided by the TSP do not meet the program requirements. If CCC terminates this Contract as provided under paragraph 10 of this appendix, CCC may seek reimbursement of any TSP payments made to the Participant.
- D** All payments received as part of a Contract are reported to the United States Internal Revenue Service. For information related to tax liabilities, consult with a tax accountant or refer to IRS publication 225, Farmers Tax Guide.
- E** Payments will only be issued for practices or activities that meet or exceed the practice standards described in the NRCS Field Office Technical Guide.
- F** Collection of amounts due from a Participant for improper payment will follow procedures of the Debt Collection Improvement Act of 1996. NRCS will notify the Participant to identify the reason for the improper payment and the amount owed. Collections not received within 30 calendar days will be entered into the National Finance Center Internet Billing System. Unpaid bills accrue interest beginning 30 days after the billing date.
- G** Any Participant that will receive financial benefit from the implementation of this Contract must be a signatory on the Contract. Unless signature authority is not granted or assigned on the Contract, any Participant on the Contract may approve payment applications for the Contract.

6**PROVISIONS RELATING TO TENANTS AND LANDLORDS**

- A** No payment will be approved for the current year if CCC determines that any of the following conditions exist:
- (1) The landlord or operator has not given the tenants that have an interest in the unit of concern covered by the conservation stewardship plan, or that have a lease that runs through this Contract period at the time of sign-up, an opportunity to participate in the benefits of the program.

- (2) The landlord or operator has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by CCC, must be refunded with interest and no further payments shall be made.

7 MISREPRESENTATION AND SCHEME OR DEVICE

- A** A Participant who is determined to have erroneously represented any fact affecting a determination with respect to this Contract and the regulations applicable to this Contract, adopted any scheme or device which tends to defeat the purposes of this Contract, or made any fraudulent representation with respect to this Contract, will not be entitled to payments or any other benefits made under this Contract. The Participant must refund to CCC all payments received plus interest. In addition, CCC will terminate the Participant's interest in all program contracts.
- B** CCC will charge interest on monies it determines to be due and owing to CCC under this Contract. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date. The interest rate will be determined using the current value of funds rate, published annually in the Federal Register by the United States Department of Treasury.
- C** The provisions of paragraph 7A of this Appendix shall be applicable in addition to any other criminal and civil fraud statutes.

8 CHANGES TO TERMS AND CONDITIONS OF THIS CONTRACT

- A** If any changes to the terms and conditions of this Contract become necessary prior to the date that this Contract is approved on behalf of CCC, CCC will notify, in writing, the Applicant signing the NRCS-CPA-1202 of such change and such person(s) will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from this Contract request. The Applicant agrees to notify, in writing, the CCC of an intention to withdraw the program participation request within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.
- B** CCC may unilaterally modify this Contract when the installed practice would cause adverse impacts to significant cultural and/or environmental resources without mitigation action.
- C** Subject to the availability of funds, CCC may unilaterally modify this Contract when the amount of payment for a single contract item (practice or activity) increases by not more than one-thousand dollars (\$1,000) as the result of an increase in the number of units performed (quantity variation) by the Participant.

- D** The Participant and CCC may modify this Contract by mutual agreement when:
- (1) Both the Participant and the appropriate approving authority (STC, or Designated Conservationist) agree to this modification;
 - (2) At the request of the Participant, and upon approval of CCC, the modification is consistent with the purposes of the program;
 - (3) A transfer of this Contract occurs, provided CCC approval is obtained, and an eligible transferee accepts all terms and responsibilities under this Contract including operation and maintenance of those practices already installed or to be installed.
- E** The Participant and CCC may modify this Contract by mutual agreement to revise or add to those practices already installed, provided that such revisions or additions are within the general scope of this Contract. If any such changes cause an increase in the cost of performance of any part of the work under the Contract, the authorized CCC official shall make an equitable adjustment in the total contract payment and shall modify the contract.
- F** All modifications to this Contract processed through paragraph 8D must be approved in writing by the authorized CCC official and the Participant or an individual granted signature authority through a valid Power of Attorney filed in the local Service Center. Unless signature authority is not granted or assigned on the Contract, any Participant on the Contract may approve modifications for the Contract.

9 CORRECTIONS

CCC reserves the right to correct all errors in entering data or the results of computations in this Contract.

10 CONTRACT TERMINATION

- A** If a Participant fails to carry out the terms and conditions of this Contract, CCC may terminate this Contract or determine that such failure does not warrant termination. In either case, CCC may require the Participant(s) to refund payments received under this Contract, or require the Participant(s) to accept such adjustments in subsequent payments as are determined to be appropriate by CCC.

Refunds determined by CCC to be due and owing to CCC under this provision will accrue interest at the current value of funds rate, published annually in the Federal Register by the United States Department of Treasury. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date.

- B** The CCC may terminate this Contract, in whole or in part, without liability, if CCC determines that continued operation of this Contract will result in the violation of a Federal statute or regulation, or if CCC determines that termination would be in the public interest.

11 RECOVERY OF COST

- A** In the event an Environmental Quality Incentives Program (EQIP) Participant violates the terms of this Contract, the Participant voluntarily terminates this Contract before any contractual payments have been made, or this Contract is terminated with cause by CCC, the CCC will incur substantial costs in administering this Contract which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments plus interest due as set forth in paragraph 10, the EQIP Participant agrees to pay liquidated damages up to an amount equal to 20 percent of the total financial assistance obligated to the Participant in this Contract, at the time of termination [not applicable to a Wildlife Habitat Incentives Program (WHIP) participant]. This liquidated damages payment is for recovery of administrative costs and technical services and is not a penalty.
- B** The Participant may be required by the CCC to refund all or a portion of any assistance earned under the program if the Participant sells or loses control of the land under this Contract and the new owner or transferee is not eligible for the program, or refuses to assume responsibility under the Contract.

12 EFFECTIVE DATE

This Contract is effective when signed by the Participant and an authorized representative of CCC. Except as otherwise provided for herein, this Contract may not be terminated or modified unless by mutual agreement between the parties. Within the dates established by CCC, this Contract must be signed by all required Participants. In the event that a statute is enacted during the period of this Contract which would materially change the terms and conditions of this Contract, the CCC may require the Participant to elect between modifying this Contract consistent with the provisions of such statute or Contract termination.

13 GENERAL TERMS

- A** The regulations in 7 CFR part 636 for WHIP, and 7 CFR part 1466 for EQIP are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.
- B** This Contract shall be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this Contract and questions as to the validity of any of its specific provisions shall be resolved in favor of CCC so as to give maximum effect to the conservation purposes of this Contract.
- C** NRCS is administering this Contract on behalf of the CCC. Therefore, where this Contract refers to "CCC", NRCS may act on its behalf for the purposes of administering this Contract. When the term "Participant" is used in this Contract, it shall be construed to mean all Participants signing this Contract. Likewise, when the term "Applicant" is used in this Contract, it means all Applicants signing the program application.
- D** Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (7 CFR part 3017).

- (1) The Participant certifies to the best of the Participant's knowledge and belief, that the Participant and his or her principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within the three-year period preceding this agreement had a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local government) Contract, including violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses set forth above in paragraph 13D(1)(b) of this certification; and
 - (d) Have not within the three-year period preceding this agreement had one or more public Contracts (Federal, State or local) terminated for cause or default.
- (2) If the Participant is unable to certify to any of the statements set forth in paragraph 13D (1), the Participant shall attach an explanation to this agreement.

E This Contract is a financial assistance agreement, not a procurement contract and is governed by the terms set forth herein.

F The term "contract" as used in this Appendix means the program documents, including:

- Conservation Program Contract, Form NRCS-CPA-1202;
- Appendix to Form NRCS-CPA-1202, Form NRCS-CPA-1202-CPC (Appendix);
- Conservation Plan Schedule of Operations, Form NRCS-CPA-1155; and
- Revision of Conservation Plan/Schedule of Operations, Form NRCS-CPA-1156.

Such contract shall set forth the terms and conditions for Conservation Program participation and receipt of Conservation Program payments.

14 RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

A The Participant may appeal an adverse decision under this Contract in accordance with the appeal procedures set forth at 7 CFR part 11, Subpart A, and part 614. Pending the resolution of an appeal, no payments shall be made under this agreement. Before a Participant seeks judicial review, the Participant must exhaust all appeal rights granted within these regulations.

B The Participant may also request equitable relief as provided under 7 U.S.C. 7996 and 7 CFR 635 with the requirements of that provision.

15 EXAMINATION OF RECORDS

The Participant agrees to give the CCC or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Contract. The Participant agrees to retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable Office of Management and Budget circular.

16 DRUG-FREE WORKPLACE (7 CFR part 3021)

By signing this Contract, the Participant certifies that the Participant will comply with the requirements of 7 CFR part 3021. If it is later determined that the Participant knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 7 CFR part 3021,) CCC, in addition to any other remedies available to the United States, may take action authorized under the Drug-Free Workplace Act.

17 CERTIFICATION REGARDING LOBBYING (7 CFR part 3018) (Applicable if this agreement exceeds \$100,000)

- A** The Participant certifies, to the best of the Participant's knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - (3) The Participant shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

18 CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (See generally 7 CFR parts 3015, 3016, and 3019)

- A** As a condition of this Contract, the Participant certifies and assures that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3115.205(b) applicable to non-profit institutions, which are hereby incorporated into this Contract by reference, and such other regulatory and statutory provisions as are specifically set forth herein.
- B** Without limiting the general applicability of paragraph A above, the Participant, if it is a non-profit, further agrees to comply with the provisions of 7 CFR part 3019, including the contract provisions required at Appendix A.

[illegible]

To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

RESOLUTION 2008 - 213

WHEREAS, the City of Grand Island desires to develop habitat at the Heartland Public Shooting Park; and

WHEREAS, it is anticipated that 224.6 acres will be managed as wildlife habitat; and

WHEREAS, the City applied for and received a grant to develop this property into wildlife habitat; and

WHEREAS, an agreement with the Natural Resources Conservation Service is required to proceed with this project, known as WHIP 72652608381K; and

WHEREAS, federal funds will cover project costs up to a maximum of \$29,669.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Natural Resources Conservation Service is hereby approved for the development of wildlife habitat at the Heartland Public Shooting Park.

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

- - -

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

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G19

#20089-214 – Approving Agreement with Pheasant Forever for Reimbursement of Expenses Associated with the Wildlife Habitat Incentives Program (WHIP)

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian

Meeting: December 5, 2006

Subject: Approving Contract with Loup/Platte Ringnecks Chapter Pheasants Forever

Item #'s: G-19

Presenter(s): Steve Paustian

Background

Pheasants Forever has been involved in habitat development at the Heartland Public Shooting Park for several years. If the City agrees to enter into the WHIP Program, Pheasants Forever has offered to pay all expenses associated with the WHIP Program that are not covered by the program itself (see attached agreement).

Discussion

It is the consensus of staff that the enrollment in the WHIP Program will benefit the HPSP. With the agreement of Pheasants Forever to cover all costs of the program not covered by the WHIP Program the cost to the City to participate in the program will be nothing. The HPSP will benefit because of the improved habitat and the potentially increased populations of both Pheasants and Quail. These increased populations will allow for improved and potentially increased programming at the Park.

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 enter into the agreement with Pheasants Forever.

Sample Motion

Motion to enter into an agreement with the Loup/Platte Ringneck Chapter of Pheasants Forever to provide funding for the WHIP Program.



AGREEMENT



BETWEEN THE CITY OF GRAND ISLAND AND THE LOUP / PLATTE RINGNECKS CHAPTER OF PHEASANTS FOREVER, INC.

I. INTRODUCTION AND PURPOSE

The City of Grand Island, Nebraska and the Loup / Platte Ringnecks Chapter (chapter #221) of Pheasants Forever, Inc (PF) have interests in managing and improving wildlife resources and habitats on the Heartland Public Shooting Park complex. This Agreement will deliver wildlife management activities such as enhancement and development of nesting and brood rearing cover, planting of wildlife friendly shrubs, removal of invasive plant species, and establishment of winter cover on the complex (located in section 9, Township 11 North, Range 10 West of Hall County, Nebraska). This Agreement will also attempt to educate the public on the best and proper wildlife management activities in an agriculture intensive landscape. This Agreement will identify a specific program and list details and specific responsibilities of each party.

The purpose of this Agreement is to provide an instrument for cooperative administration, implementation, management, and evaluation of the Heartland Public Shooting Park wildlife management plan.

II. SCOPE OF THE AGREEMENT

ITEM A. The City of Grand Island, Nebraska and the Loup / Platte Ringnecks Chapter of Pheasants Forever mutually agree:

1. That every provision of this Agreement is subject to the laws of the State of Nebraska and the City of Grand Island and the bylaws of Pheasants Forever.
2. To develop, deliver, implement, administer and evaluate this Agreement on an annual basis. This report will provide a review of activities and progress of the program.
3. To cooperate in the recognition of each parties' participation in the Agreement.
4. Each party will be mutually responsible for any contractual debts incurred. Any variance will be specified in **ITEM D.** Provided, however, that Pheasants Forever may not unilaterally obligate the City to any debt. The expenditure of funds is subject to City Council approval in accordance with State law and Municipal Code.

5. That each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this agreement, for any loss, cost, damage or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself of its own agents or its own employees, while occupying or visiting the premises under and pursuant to the Agreement. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the City or qualified immunity of any of its employees or agents.

ITEM B. The City of Grand Island agrees to:

1. Enter into contract #7265260838K of the Wildlife Habitat Incentives Program (WHIP) administered by the Natural Resources Conservation Service (NRCS) which provides cost-share reimbursement for installation and/or enhancement of certain wildlife practices.
2. Follow provisions of the WHIP conservation plan (based on the wildlife management plan) in the installation of the outlined wildlife practices in a timely manner.
3. Help provide coordination in the implementation of the wildlife management practices outlined in the WHIP conservation plan on the Heartland Public Shooting Park complex.
4. Provide PF reasonable access to the Heartland Public Shooting Park complex to conduct practice installation and wildlife management activities.
5. Allow PF opportunities for public education of the wildlife management activities taking place on the Heartland Public Shooting Park complex through signage, pamphlets, landowner tours, newspaper/magazine articles, youth mentor hunts, and work days with local school or youth groups, etc. if not in conflict with **ITEM C**, 4.
6. Allow that all facets of this Agreement and the WHIP contract can be made public for the purpose of public relations and promotion of wildlife habitat management.
7. Provide original receipts for material expenses accrued by the City of Grand Island to NRCS for reimbursement through the provisions of the WHIP contract.
8. Provide copies of original receipts for material expenses accrued by the City of Grand Island, and copies of records for reimbursements received from NRCS, to Pheasants Forever for reimbursement.

ITEM C. The Loup / Platte Ringnecks Chapter of Pheasants Forever agrees to:

1. Enter into this Agreement with the City of Grand Island for the purpose of promoting and cost-sharing the wildlife management plan on Heartland Public Shooting Park, and educate the public on the best wildlife management practices in an agriculture intensive landscape.
2. Provide the majority of coordination in the implementation of the wildlife management practices and maintenance of the wildlife habitat on the Heartland Public Shooting Park complex.
3. Not implement any management practice without the oral or written consent of the City of Grand Island Parks and Recreation Supervisor and/or Heartland Public Shooting Park Superintendent.
4. Not interfere with the daily activities or business of Heartland Public Shooting Park complex without prior approval of the Grand Island Parks and Recreation Supervisor and/or Heartland Public Shooting Park Superintendent.
5. Provide technical assistance to the City of Grand Island for implementation of the WHIP conservation plan and wildlife habitat management plan through use of Pheasants Forever, Inc. employee(s).
6. Promote this Agreement and the wildlife management activities taking place on the Heartland Public Shooting Park complex to the public through signage, pamphlets, landowner tours, banquets, newspaper/magazine articles, and work days with local school or youth groups, etc.
7. Manage approximately 10 acres of the Heartland Public Shooting Park complex in shorter native grasses and forbs to be used as a dog training area for local dog trialing enthusiasts and residents.

ITEM D. Funding

1. The City of Grand Island agrees to:
 - a) Budget funds during each fiscal year of the WHIP contract (see **Item B**, 1.) to fully pay for the installation costs of the WHIP contract and the wildlife habitat management plan.
 - b) Maintain a bank account that cost-share reimbursements provided through the WHIP

contract may be direct deposited into.

2. The Loup / Platte Ringnecks Chapter of PF agrees to:

- a) Budget funds during each fiscal year of the WHIP contract to fully cover all expenses incurred by the City of Grand Island that are not reimbursed through the provisions of the WHIP contract so that net cost to the City of Grand Island for implementing the wildlife management plan is zero.
- b) Provide checks to the City of Grand Island for expenses not reimbursed through the provisions of the WHIP contract in a reasonable and timely manner.

III. EXECUTION, MODIFICATION AND DURATION OF THE AGREEMENT

This Agreement will become effective upon the date subscribed by the last signatory, and shall continue in force for five years (the length of the WHIP contract) following the date. The Agreement may be cancelled or terminated by any ~~partner-party~~ upon thirty (30) days written notice. If desired by all parties of the Agreement, the Agreement may be extended for another specified period of time for continued management of the wildlife habitat on the Heartland Public Shooting Park complex, but without further funding provided by the WHIP contract.

Amendments to this Agreement may be proposed by any party and shall become effective upon written approval by all parties.

CITY OF GRAND ISLAND

DATE _____ BY _____

LOUP / PLATTE RINGNECKS CHAPTER OF PHEASANTS FOREVER (CHAPTER #221)

DATE _____ BY _____

EMPLOYEE OF PHEASANTS FOREVER, INC.

DATE_____ BY_____

RESOLUTION 2008 - 214

WHEREAS, the City of Grand Island desires to develop habitat at the Heartland Public Shooting Park; and

WHEREAS, it is anticipated that 224.6 acres will be managed as wildlife habitat; and

WHEREAS, the City applied for and received a grant to develop this property into wildlife habitat; and

WHEREAS, an agreement with the Loup/Platte Ringnecks Chapter of Pheasants Forever, Inc. is required to proceed with this project; and

WHEREAS, Loup/Platte Ringnecks Chapter of Pheasants Forever, Inc. will cover all expenses not covered by the WHIP Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Loup/Platte Ringnecks Chapter of Pheasants Forever, Inc. is hereby approved for the development of wildlife habitat at the Heartland Public Shooting Park.

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

- - -

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

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item G20

**#2008-215 - Approving Amendment to Wellness Program with
Coventry Health and Life Insurance Company**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 12, 2008

Subject: Amendment to Administrative Services Agreement with
Coventry Health and Life Insurance Company

Item #'s: G - 20

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City entered into an agreement this past fiscal year with Healthways, Inc. through our health insurance provider to administer the City's wellness plan as an addition to our health insurance program. The employee participation was outstanding with 87% of the employees on the City's health insurance plan participating. The cost for the service was \$100 per participating employee. Healthways administered on-site physicals for participating employees and followed up with extensive reports with not only the test results but also information about the test and what an employee might do to improve their test results, thus arming employees with the ammunition to improve their overall health.

Discussion

In September it will be time for the annual physical in which employees will be able to see if they have maintained a score of more than 71 points or if they have improved their score by 5 points over the last year. The goal with the wellness program is to give employees information about their health so that they may choose to make lifestyle adjustments that will enhance their well-being. The overall City goal is to improve the health of our employee base which should in turn reduce the City's and the employees' cost for health care coverage.

It is too early to make a correlation between claims and the City's wellness plan although the City is experiencing a good claims year. National averages show a return on wellness investments any where from 2 to 1, to 7 to 1, meaning for every dollar spent on preventative wellness measures two dollars are saved and so on. Various groups around the City are getting on the band wagon and the program is really starting to pick up

momentum. Statistics will need to be monitored for three to five years before anyone can say with great certainty what kind of impact the wellness program has had on City employees.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the amendment to the administrative services agreement with Coventry Health and Life Insurance Company.

Sample Motion

Motion to approve the amendment to the administrative services agreement with Coventry Health and Life Insurance Company.

**FIRST AMENDMENT TO THE
ADMINISTRATIVE SERVICES AGREEMENT FOR
HEALTH SCREENING AND SUPPORT SERVICES**

Effective October 1, 2008, this First Amendment ("Amendment") is attached to and made a part of the Administrative Services Agreement for Health Screening and Support Services (Agreement) dated October 1, 2007 between City of Grand Island (Employer) and Coventry Health and Life Insurance Company (Company) and is subject to all provisions of the Agreement which are not in conflict with the provisions of this Amendment.

WHEREAS, the parties desire to amend the Agreement to modify Exhibit D.

NOW THEREFORE, in consideration of the mutual promises and benefits described herein, the Agreement is hereby amended as follows:

1. Employer and Company mutually agree that Exhibit D Fee Schedule is deleted from the Agreement and replaced with the Exhibit D attached hereto.
2. All other terms, conditions and provisions of the Agreement and its amendments, attachments and exhibits shall remain in full force and effect.
3. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

INTENDING TO BE BOUND, the authorized representatives of the parties have duly executed this amendment as set forth below as of the date first written above.

City of Grand Island

By: _____

Name: _____

Title: _____

Date: _____

**COVENTRY HEALTH AND LIFE
INSURANCE COMPANY**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

FEE SCHEDULE

Throughout the term of this Agreement, Customer agrees to pay the fee amounts set forth below to Company for services rendered by Company pursuant to the terms of this Agreement.

1. **myhealthIQ Fee.** Customer shall pay a fee for each Eligible Person who participates in the myhealthIQ program as follows:

myhealthIQ Program	Fee
For each Eligible Person who receives a Health Screen at the Health Screening Event and completes the Health Risk Assessment	\$110
For each Eligible Person who receives an Individual Screening and completes the Health Risk Assessment	\$190

Company shall be entitled to payment of the myhealthIQ Fee for each Member upon delivery of the myhealthIQ Personal Health Report to such Member. If a Member has not satisfied all of the requirements necessary to complete the Member's myhealthIQ Personal Health Report (pursuant to the definition thereof set forth in Exhibit A) on or before the applicable Participation Deadline, then Company shall be entitled to payment of the myhealthIQ Fee for such Member as of the applicable Participation Deadline.

2. **Participant Fulfillment Fee for Mailings.** Customer shall pay a fee in the amount of Twenty Dollars (\$20.00) for each Off-Line Member to cover expenses related to the printing and mailing of the documents identified in Sections 1(c), (e), (f) and (j) of Exhibit B ("Fulfillment Fee").
3. **Screening Fee.** The maximum allowed screening hours is calculated by dividing the number of Members by five (5). If the number of billed screening hours exceeds the maximum allowed screening hours, Customer shall pay a screening fee for the excess hours equal to One Hundred Dollars (\$100.00) per each excess hour ("Screening Fee").

For each examiner for each Health Screening Event, the minimum billed hours equals two (2) hours. The number of examiners attending a Health Screening Event will be determined based on the Health Screening Schedule provided to Company for such Health Screening Event.

4. **Fee(s) Increases.** In the event that suppliers significantly increase their charges to Company so that it becomes economically infeasible for Company to provide the

myhealthIQ Program for the amount of the fees set forth in this Exhibit D, Company may propose a new schedule for the upcoming policy year to Customer for its approval at least thirty (30) days prior to the anniversary date of the Effective Date of this Agreement. In the event Customer does not agree to the new fee schedule, this Agreement shall automatically terminate at Customer's option and Company shall be relieved of its obligation to provide the myhealthIQ Program for the remainder of the term of this Agreement.

5. **Payment of Fees.** Customer shall pay the Heath Screening Fees, the Fulfillment Fee, if applicable, and the Screening Fee within fifteen (15) days of receipt of the invoice from Company.

IN WITNESS WHEREOF, by placing their duly authorized signatures below, the parties hereby execute this Amendment as of the Effective Date and agree to be bound by its terms.

RESOLUTION 2008 - 215

WHEREAS, the City subscribes to a wellness program for its employees as authorized by the City of Grand Island ; and

WHEREAS, these services are provided through Coventry Life and Health Insurance Company and the contract will be amended to reflect a cost of \$110 per participant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract with Coventry Life and Health Insurance be amended to reflect the new price for services as set forth above.

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

- - -

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

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item H1

**Consideration of Request from Consolidated Concrete Co. for a
Conditional Use Permit for Use of Two Conex Containers to Store
Concrete Admixtures Located at 3440 West Old Highway 30**

This item relates to the aforementioned Public Hearing Item E-2.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item H2

Consideration of Referring Business Improvement Districts #6 and #7 Formation and Proposal to the Regional Planning Commission

Staff Contact: Wes Nespor

Council Agenda Memo

From: Wesley D. Nespor, Attorney

Meeting: August 12, 2008

Subject: Referral of Business Improvement District #6 and #7 to the Regional Planning Commission.

Item #'s: H-2

Presenter(s): Wesley D. Nespor

Background

The Mayor and Council appointed an initial Board of Directors to Business Improvement District (BID) #6 and #7. There are a number of sequential steps in the process of creating a district. After being appointed, the BID Board submits recommendations to the City Council. Prior to acting on those recommendations, the Council refers the matter to the Regional Planning Commission for its recommendations. The immediate step required is to refer the Business District #6 and #7 formation and proposal to the Regional Planning Commission for review and recommendation according to law.

Discussion

Pursuant to the authority given in Neb Rev Stats 19-4015 through 19-4038, cities may create Business Improvement Districts to facilitate improvements and to develop and promote a variety of beneficial activities. The appointed BID Board has submitted an initial proposed budget for activities and improvements and revised boundaries for the District. This Council must refer the matter to the Regional Planning Commission for recommendation before the next step may be taken. After receiving the Planning Commission's recommendations, the Council will be asked to adopt a resolution of intent to establish the district. That resolution will be more comprehensive and will: contain a description of the boundaries; describe in detail the proposed improvements and purposes of the district; estimate the costs of projects; set forth the manner of raising revenue and assessments; and set a time for a hearing on the establishment of the district. After notice, hearing, and opportunity to protest, the Council will be asked to pass an ordinance to formally establish the district.

Alternatives

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

1. Move to refer the matter to the Regional Planning Commission
2. Take no action on the issue

Recommendation

City Administration recommends that the Council refer the Business Improvement District #6 and #7 proposal to the Regional Planning Commission.

Sample Motion

Move to refer the Business Improvement District #6 and #7 formation and proposal to the Regional Planning Commission.

Budget Proposal
Business Improvement District No. 6
Grand Island, Nebraska

Submitted to the Honorable Mayor and City Council of Grand Island

July 25, 2008

By

Business Improvement District No. 6 Board:

Bob Dodendorf, Chair
Cheryl Nietfeldt
John Folsom
Bill Raile
Phil Maltzahn
Mike Wanek
Dallas Kime

Proposed Budget and Purposes for Business Improvement District No. 6

The board members of Business Improvement District No. 6 have completed a thorough and disciplined process to identify their mission and prioritize the work to be accomplished over the next five years – the life of Business Improvement District No. 6 along U.S. Highway 30 (Second Street) in Grand Island.

While many resources will be employed in the achievement of our mission, including the talent and efforts of stakeholders, this proposal requests a total of \$183,600 for the five year life of the District. The Board is asking for \$43,864 in year one with a proposed \$0.50 per foot decrease. The average assessment over the 5 year period would be \$5.00 per foot.

Beautification and Maintenance of the Public Areas

Creating a unified landscaping along Second Street is essential to the improvement of the properties. To accomplish this goal the Board has a vision for improvements of the streetscape including landscaping, trees, shrubs and grass. The developed nature of this street and the width of the roadway severely limit the amount of landscaping that can be done. Creation of the District will allow coordination of both the installation and maintenance of the landscaping. A coordinated effort will enhance the looks of the whole area and visually tie the properties together even if ownership remains separate.

The District will have to seek other sources of funds for the majority of the landscaping. These sources include but are not limited to: the State of Nebraska Department of Roads and the Grand Island Community Redevelopment Authority. Both have demonstrated support for this District and have indicated that they are willing to continue and expand that support.

Table 1.

<div>Business Improvement District #6</div> <div>Five-Year Financial Plan</div>							
	Fiscal years beginning October 1,					Total	
	2008	2009	2010	2011	2012		
BID #6 Revenue	43,800	38,800	35,400	34,500	31,100	183,600	100.00%
Landscaping Improvements, Trees, Shrubs, Hardscaping, Maintenance and Utilities	38,500	34,000	30,600	29,700	26,300	159,100	87%
Administration of BID Board Legal Notices, Advertising, Publications, Management of Contracts, Board Support	5,300	4,800	4,800	4,800	4,800	24,500	13%

Budget Proposal
Business Improvement District No. 7
Grand Island, Nebraska

Submitted to the Honorable Mayor and City Council of Grand Island

June 18, 2008

By

Business Improvement District No. 7 Board of Directors:

Jeff Reed, Chair
Bud Rasmussen
Gene McCloud
Dave Bartz
Bill Lawrey
Rhonda Saalfeld
Dan Naranjo

Proposed Budget and Purposes for Business Improvement District No. 7

The board members of Business Improvement District No. 7 have completed a thorough and disciplined process to identify their mission and prioritize the work to be accomplished over the next five years – the life of Business Improvement District No. 7 along South Locust in Grand Island.

While many resources will be employed in the achievement of our mission, including the talent and efforts of stakeholders, this proposal requests a total of \$45,000 for year one with a 5% increase for each consecutive year for a total of \$250,000 over the life of this Business Improvement District, to complete essential work determined by the Board of Directors:

Beautification and Maintenance of the Public Areas

Creating an atmosphere that is bright, beautiful and safe is essential to the South Locust corridor. To accomplish this goal the Board has a vision for continued improvements of the streetscape, with ideas such as trash receptacles, benches, replacement of or new trees and shrubs, and a welcome sign near the corner of Highway 34 and South Locust Street.

Finally, all the resources and talent vested in Business District No. 7 rely upon the successful completion of each project and careful maintenance of the area to ensure the best possible results from the careful planning and investments of the stakeholders. To accomplish many of the duties inherent in this proposal, we must secure the necessary human resources to implement the work and maintenance pursuant to the mission of the Business District No. 7.

Table 1.

<div>Business Improvement District #7</div> <div>Five-Year Financial Plan</div>							
	Fiscal years beginning October 1,					Total	
	2008	2009	2010	2011	2012		
BID #7 Revenue	45,000	48,000	50,000	52,000	55,000	250,000	100.00%
Beautification Trash receptacles, benches, trees and shrubs, signage	4,100	6,500	5,600	6,500	7,500	30,200	12%
Implementation and Maintenance Landscaping, lighting, snow removal, sidewalks, trees and shrubs, irrigation and irrigation system	40,900	41,500	44,400	45,500	47,500	219,800	88%



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item H3

Consideration of Referring Request from Bernard H. Borer, Jr. to Annex Property Located Adjacent to and North of Capital Avenue to the Regional Planning Commission

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: August 12, 2008

Subject: Annexation of Property Located at 908 East Capital Avenue,
North of Capital Avenue East of the St. Paul Road

Item #'s: H-3

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

Background

A request has been received to consider annexation of property located at 908 E. Capital Avenue north of Capital Avenue and east of the St. Paul Road. The owners of this property are anticipating development of the property and requesting that the city bring it into the corporate limits. This property is contiguous with the Grand Island Municipal limits.

Discussion

Nebraska Revised Statute §16-117 provides for the process of annexation the first step of which is for the Mayor and City Council to refer the matter to the Regional Planning Commission for a recommendation. This will be followed by the annexation process as defined by Statute.

Alternatives

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

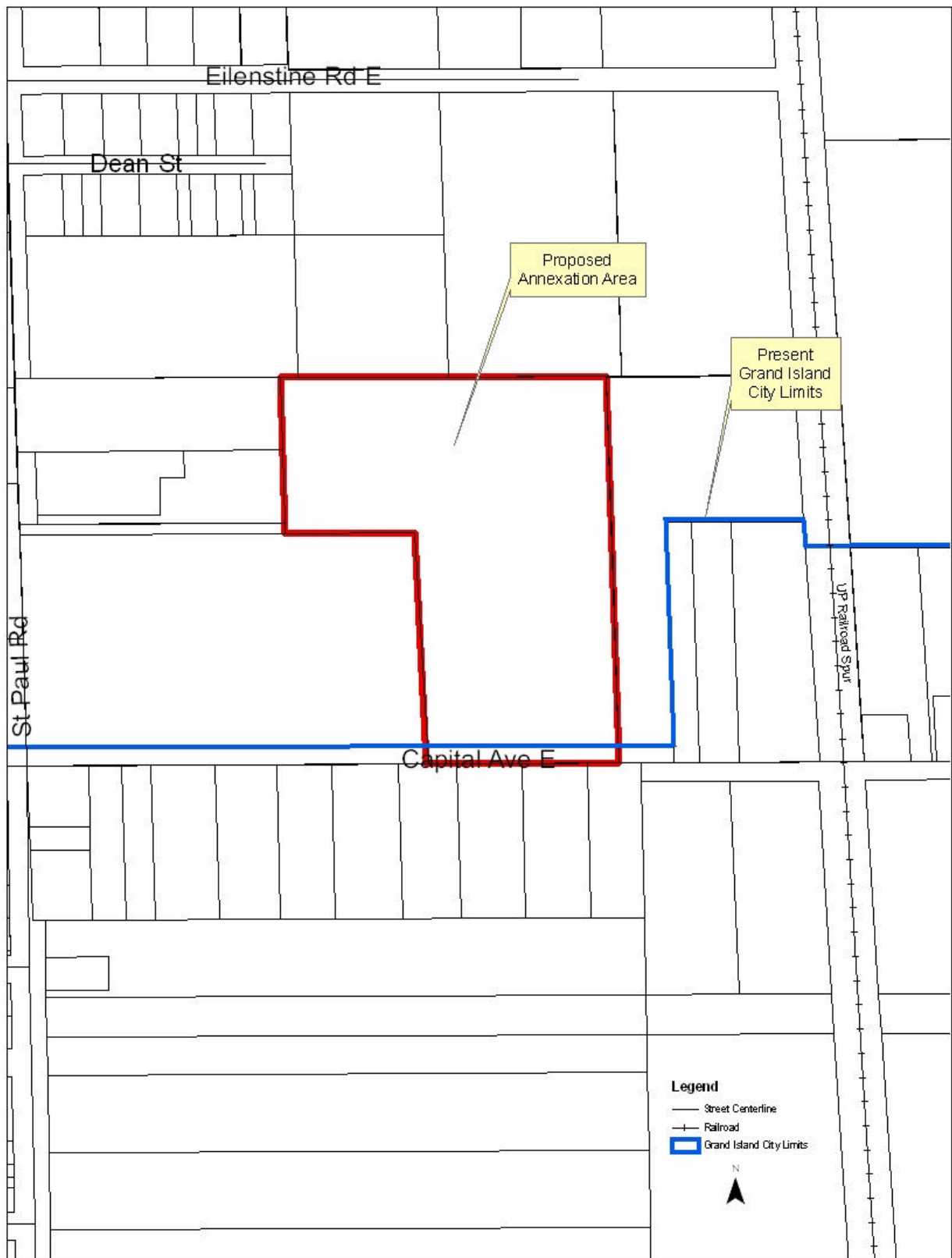
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council refer this item to the Hall County Regional Planning Commission.

Sample Motion

Move to refer this annexation request to the Regional Planning Commission for consideration and recommendation.



LAW OFFICES OF
**CUNNINGHAM, BLACKBURN, FRANCIS,
BROCK & CUNNINGHAM**

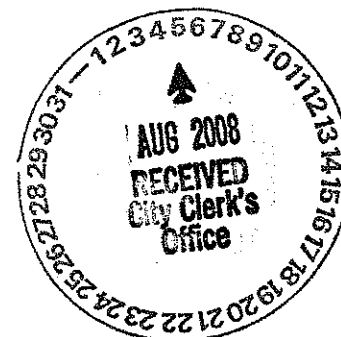
ESTABLISHED 1910

B.J. CUNNINGHAM (1888-1977)
B.J. CUNNINGHAM, JR.
WILLIAM G. BLACKBURN (1923-2005)
WILLIAM A. FRANCIS
PATRICK A. BROCK
JOHN M. CUNNINGHAM

222 NORTH CEDAR STREET
P.O. BOX 2280
GRAND ISLAND, NEBRASKA 68802-2280
(308) 384-2636
FAX: (308) 384-6556
www.gilegal.com

July 31, 2008

ReNae Edwards, City Clerk
Mayor Margaret Hornady
City Council Members
City of Grand Island
P. O. Box 1968
Grand Island, NE 68802-1968



Dear Mayor Hornady and Members of the Grand Island City Council:

Our Law Firm represents Bernard H. Borer, Jr., who owns the following real property located in Hall County, Nebraska, legally described as follows:

Beginning at a point 843.8 feet East of the Southwest Corner of Section Three (3), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; running thence North on a line parallel with the Section line 516 feet; thence East on a line parallel with the Section line 421.4 feet; thence South parallel with the Section line 516 feet to the South line of said Section; thence West along said Section line 421.4 feet to the place of beginning.

AND

Commencing at a point 452.8 feet West of the center of the Omaha and Republican Valley Railroad now known as the Ord Branch of the Union Pacific Railroad Company, and the Northeast Corner of the North Twelve (12) acres, more or less of the South Thirty Two (32) acres of that part of the Southwest Quarter (SW1/4) of Section Three (3) in Township Eleven (11) North, Range Nine (9), West of the 6th P.M., and lying West of said Railroad; thence running in a Southerly direction 312.5 feet; thence in a Westerly direction 697.0 feet; thence in a Northerly direction 312.5 feet; thence in an Easterly direction 697.0 feet to the place of beginning.

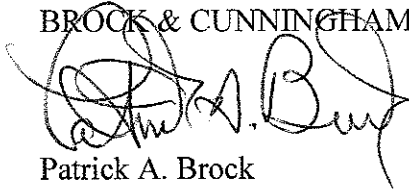
This property is adjacent to and north of Capital Avenue and is currently outside the city limits of Grand Island, Nebraska.

Mr. Borer is requesting that the above referenced real property be annexed into the City of Grand Island, Nebraska. Mr. Borer wishes to develop the property and construct his home upon the real estate, and is therefore seeking annexation to extend city services to this tract of land.

Your prompt attention to this request would be greatly appreciated.

Sincerely,

CUNNINGHAM, BLACKBURN, FRANCIS,
BROCK & CUNNINGHAM, Attorneys

A handwritten signature in black ink, appearing to read "Patrick A. Brock", is written over the printed name. The signature is stylized with a large initial "P" and a long, sweeping underline.

Patrick A. Brock

PAB:gka

pc: Chad Nabity, Regional Planning Director
Bernard H. Borer, Jr.



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item I1

#2008-216 - Consideration of Request from Roadhouse Garage, Inc. dba Roadhouse Garage & Grill, 2710 Diers Avenue, Suite B for a Class “C” Liquor License and Liquor Manager Designation for Thomas Schutte, 4227 Calvin Drive

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

Staff Contact: RaNae Edwards

RESOLUTION 2008-216

WHEREAS, an application was filed by Roadhouse Garage, Inc. doing business as Roadhouse Garage & Gill, 2710 Diers Avenue, Suite B 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 August 2, 2008; such publication cost being \$15.34; and

WHEREAS, a public hearing was held on August 12, 2008, for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections and with the restriction that Sarah Tjaden and Jeff Leo have no involvement in the operation of the business.

_____ 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 Thomas Schutte, 4227 Calvin Drive, 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, August 12, 2008.

Margaret Hornady, Mayor

Attest:

Paul Briseno, Deputy City Clerk

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



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item J1

Approving Payment of Claims for the Period of July 23, 2008 through August 12, 2008

The Claims for the period of July 23, 2008 through August 12, 2008 for a total amount of \$3,571,426.76. A MOTION is in order.

Staff Contact: David Springer



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item X1

Update Concerning IBEW Union Negotiations

The City Council may vote to go into Executive Session as required by State law to discuss the IBEW Union negotiations.

Staff Contact: Brenda Sutherland



City of Grand Island

Tuesday, August 12, 2008

Council Session

Item X2

Strategy Session with Respect to Potential Real Estate Purchase under LB1116 (State Fair Relocation)

The City Council may vote to go into Executive Session as required by State law for Strategy Session with respect to potential real estate purchase under LB1116 (State Fair Relocation).

Staff Contact: Dale Shotkoski