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# City of Grand Island



**Tuesday, October 14, 2008**

## **Council Session Packet**

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### **City Council:**

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

### **Mayor:**

**Margaret Hornady**

### **City Administrator:**

**Jeff Pederson**

### **City Clerk:**

**RaNae Edwards**

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

## **Call to Order**

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

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

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**Invocation - Pastor Caroline Price-Gibson, First Presbyterian Church, 2103 West Anna Street**

**Pledge of Allegiance**

**Roll Call**

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

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

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

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

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### **MAYOR COMMUNICATION**

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



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item E1

**Public Hearing on Request from Sluggers, Inc. dba Sluggers Sports Bar, 707 West Anna Street for an Addition to Class “C-46334” Liquor License**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** October 14, 2008

**Subject:** Public Hearing on Request from Sluggers, Inc. dba Sluggers Sports Bar, 707 West Anna Street for an Addition to Class “C-46334” Liquor License

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

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

## **Background**

Sluggers, Inc. dba Sluggers Sports Bar, 707 West Anna Street has submitted an application for a Beer Garden, an addition to their Class “C-46334” Liquor License. The request includes an area of approximately 15’ x 40’ to be added to the west side of the existing building. (See attached drawing.)

## **Discussion**

Chapter 2, Section 012.07 of the Nebraska Liquor Control Commission Rules and Regulations define “Beer garden” as “an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors, and which is contained by a fence or wall preventing the uncontrolled entrance or exit of persons from the premises, and preventing the passing of alcoholic liquors to persons outside the premises” City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, and Health Departments.

## **Alternatives**

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

1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.

3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

### **Recommendation**

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

### **Sample Motion**

Move to approve the request for a 15' x 40' Beer Garden addition to Sluggers, Inc. dba Sluggers Sports Bar, 707 West Anna Street, Liquor License "C-46334" contingent upon final inspections.

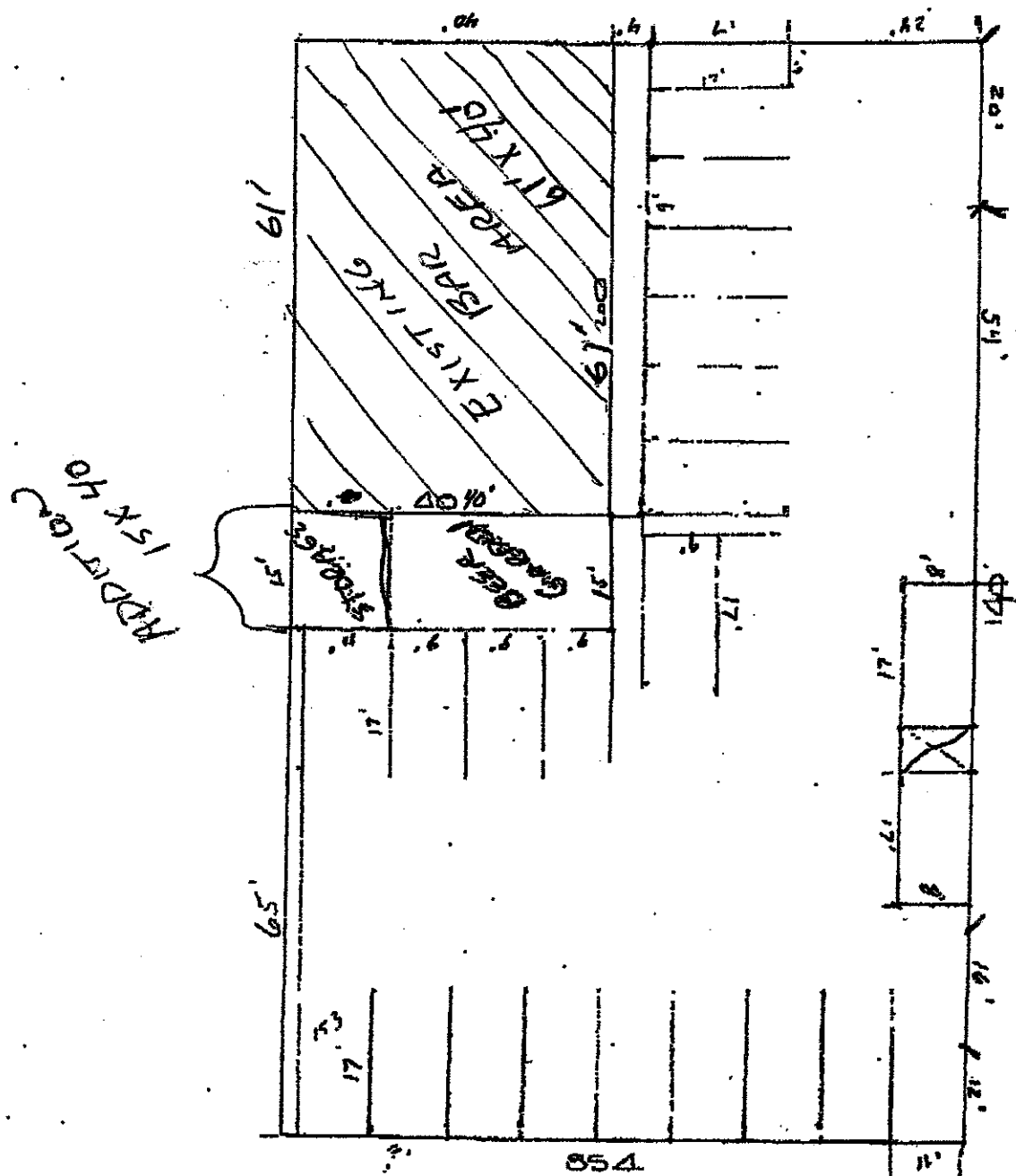
707 W. ANNA

SEP 20 2000

NEBRASKA LIQUOR  
CONTROL COMMISSION



SCALE 1:20





# **City of Grand Island**

**Tuesday, October 14, 2008**

**Council Session**

## **Item G1**

**Approving Minutes of September 23, 2008 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 23, 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 September 23, 2008. Notice of the meeting was given in *The Grand Island Independent* on September 17, 2008.

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

INVOCATION was given by Pastor Mike Neely, Evangelical Free Church, 2609 South Blaine Street followed by the PLEDGE OF ALLEGIANCE.

COMMUNICATION: Mayor Hornady introduced Community Youth Council member Sammy Saiyavongsa and board member Ed Jarosik. Mentioned was the Nebraska Diplomat award received by the City of Grand Island for Outstanding Community 2008 award.

ADJOURN TO BOARD OF EQUALIZATION: Motion by Nickerson, second by Zapata, carried unanimously to adjourn to the Board of Equalization.

#2008-BE-3 – Consideration of Determining Benefits for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road. David Springer, Finance Director reported that the City Council in its' capacity as the Board of Equalization was required to determine the benefits for BID #4. Special assessments were for the amount of \$24,748.75.

#2008-BE-4 – Consideration of Determining Benefits for Business Improvement District #6, Second Street. David Springer, Finance Director reported that the City Council in its' capacity as the Board of Equalization was required to determine the benefits for BID #6. Special assessments were for the amount of \$42,865.56.

#2008-BE-5 – Consideration of Determining Benefits for Business Improvement District #7, South Locust Street from Stolley Park Road to Highway 34. David Springer, Finance Director reported that the City Council in its' capacity as the Board of Equalization was required to determine the benefits for BID #7. Special assessments were for the amount of \$45,030.94.

#2008-BE-6 – Consideration of Determining Benefits for Business Improvement District #8, Downtown. David Springer, Finance Director reported that the City Council in its' capacity as the Board of Equalization was required to determine the benefits for BID #8. Special assessments were for the amount of \$86,689.36.

Motion by Meyer, second by Niemann to approve Resolutions #2008-BE-3, #2008-BE-4, #2008-BE-5 and #2008-BE-6. Upon roll call vote, all voted aye. Motion adopted.



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

PUBLIC HEARINGS:

Public Hearing on Request from Balz Banquet & Reception Hall, Inc. dba Balz Banquet & Reception Hall, 213 North Sycamore Street for a Class 'C' Liquor License. RaNae Edwards, City Clerk reported that an application for a Class 'C' Liquor License had been received from Balz Banquet & Reception Hall, Inc. dba Balz Banquet & Reception Hall, 213 North Sycamore Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on September 2, 2008; notice to the general public of date, time, and place of hearing published on September 13, 2008; notice to the applicant of date, time, and place of hearing mailed on September 2, 2008; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request from Viaero Wireless for Conditional Use Permit for Wireless Telecommunication Tower Located at 595 S. Stuhr Road. Craig Lewis, Building Department Director reported that Viaero Wireless had applied for a Conditional Use Permit to construct a 90 foot lattice telecommunication tower at 595 S. Stuhr Road. Staff recommended approval with the following conditions: 1) tower height is limited to 85' requiring a setback from adjacent property line of 40'; 2) landscaping is provided in compliance with Section 36-102 of the Grand Island City Code; and 3) the development of this site would be the subdivision of this property as an independent lot and would need to proceed through the Regional Planning Commission and later to the City Council for approval. Mike Olson, Executive Director for the Hall County Airport Authority requested the following stipulations be met before construction: 1) construction of tower contingent upon FAA approval; 2) FAA lighting standards be followed; and 3) tower constructed be only 85' in height. Chris Riha representing Viaero Wireless stated these stipulations were acceptable and would be met. No further public testimony was heard.

Public Hearing on Request from USCOC Nebraska/Kansas LLC for Conditional Use Permit for Construction of a 150' Communication Tower and Equipment Shelter Located at 440 2<sup>nd</sup> Road, Merrick County. Craig Lewis, Building Department Director reported that USCOC Nebraska/Kansas LLC had applied for a Conditional Use Permit to construct a 150' monopole telecommunication tower at 440 2<sup>nd</sup> Road, Merrick County to facilitate their cellular service area. Staff recommended approval. Jesse Hernandez representing USCOC (US Cellular) spoke in support. Mike Olson, Executive Director for the Hall County Airport Authority spoke in opposition and requested the City Council to defer this matter until USCOC contacted the Central Nebraska Airport for approval from the FAA. No further public testimony was heard.

Public Hearing on Acquisition of Approximately 6.8 Acres of Real Estate for Future Park Development Located Immediately North of the 3700 Block of Norseman Avenue (Niedfelt Property Management, LLC). Steve Paustian, Parks and Recreation Director reported that his department had been searching for land west of Highway 281 for park development for several years. Niedfelt Property Management LLC had started a housing development called Sterling Estates west of Highway 281 between Capital Avenue and State Street. Plans had been made to develop a neighborhood Park of approximately 6.8 acres. The negotiated price was \$13,000.00

per acre. Staff recommended approval. Lewis Kent, 624 Meves Avenue spoke in opposition. No further public testimony was heard.

Public Hearing Concerning Acquisition of Utility Easement Located at 1812 Mansfield Road (School District of Grand Island). Gary Mader, Utilities Director reported that a utility easement was needed at 1812 Mansfield Road in order to have access to install, upgrade, maintain, and repair public utilities and appurtenances, including water mains and fire hydrants. The easement would be used to place a water main and a fire hydrant on school property by the Grand Island School District. After completion of all required testing, the School District would turn the system over to the City of Grand Island to maintain as part of the total water system.. Staff recommended approval. No public testimony was heard.

Public Hearing Concerning Acquisition of Utility Easement Located at 1116 West Oklahoma Avenue (Thomas W. and Jill A. O'Neill). Gary Mader, Utilities Director reported that a utility easement was needed at 1116 West Oklahoma Avenue in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place underground electrical cable and a pad-mounted transformer on the lot line between 1104 and 1116 West Oklahoma Avenue to provide three phase electric service to both properties. Staff recommended approval. No public testimony was heard.

Public Hearing Concerning Acquisition of Utility Easement Located at 1104 West Oklahoma Avenue (Thomas W. and Jill A. O'Neill). Gary Mader, Utilities Director reported that a utility easement was needed at 1104 West Oklahoma Avenue in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place underground electrical cable and a pad-mounted transformer on the lot line between 1104 and 1116 West Oklahoma Avenue to provide three phase electric service to both properties. Staff recommended approval. No public testimony was heard.

#### ORDINANCES:

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

- #9190 – Consideration of Assessments for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road
- #9191 – Consideration of Assessments for Business Improvement District #6, Second Street
- #9192 – Consideration of Assessment for Business Improvement District #7, South Locust from Stolley Park Road to Highway 34
- #9193 – Consideration of Assessments for Business Improvement District #8, Downtown
- #9194 – Consideration of Amendments to Chapter 15 of the Grand Island City Code Relative to Electrical Code Updates

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 these ordinances on first reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Ramsey second the motion. Upon roll call vote, all voted aye. Motion adopted.

Ordinances #9190, #9191, #9192, and #9193 related to the aforementioned Board of Equalization.

Craig Lewis, Building Department Director reported Ordinance #9194 would adopt the current 2208 Edition of the National Electric Code.

Motion by Zapata, second by Haase to approve Ordinances #9190, #9191, #9192, #9193, and #9184.

City Clerk: Ordinances #9190, #9191, #9192, #9193, and #9194 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9190, #9191, #9192, #9193, and #9194 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9190, #9191, #9192, #9193, and #9194 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-4 and G-7 were pulled for further discussion. Motion by Zapata, second by Haase to approve the Consent Agenda excluding items G-4 and G-7. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 9, 2008 City Council Regular Meeting.

Approving Minutes of September 11, 2008 City Council Special Meeting.

Approving Re-Appointment of Sue Pirnie to the Community Redevelopment Authority Board.

Approving Request from Scott Schlatter, 3325 Longview Court, Lincoln, Nebraska for Liquor Manager Designation for Hy-Vee Gas #1221, 118 Wilmar Avenue and Hy-Vee Grand Island #1221, 115 Wilmar Avenue contingent upon Mr. Schlatter completing a state approved alcohol server/seller training program

Approving Request from Eagles Fraternal Order #378 dba Eagles Fraternal Order #378, 213 North Sycamore Street for a Deletion to Class "C-01462" Liquor License.

#2008-260 – Approving Acquisition of Approximately 6.8 Acres of Real Estate for Future Park Development Located Immediately North of the 3600 Block of Norseman Avenue (Niedfelt Property Management, LLC) in the amount of \$13,000.00 per acre.

#2008-261 – Approving Agreement with NDEQ to Provide Assistance for Retaining Wall Construction at Sucks Lake in the Amount of a \$43,140.00 Grant.

#2008-262 – Approving Bid Award for Retaining Wall Construction at Sucks Lake with Greenworks Landscaping & Design from Grand Island, Nebraska in an Amount of \$68,786.00.

#2008-263 – Approving Acquisition of Utility Easement Located at 1812 Mansfield Road (School District of Grand Island).

#2008-264 – Approving Acquisition of Utility Easement Located at 1116 W. Oklahoma Avenue (Thomas W. and Jill A. O'Neill).

#2008-265 – Approving Acquisition of Utility Easement Located at 1104 W. Oklahoma Avenue (Thomas W. and Jill A. O'Neill).

#2008-266 – Approving Bid Award for 2009 Truck Complete Unit with Articulating Aerial Platform & Chassis with Nebraska Truck Center, Inc. of Grand Island, Nebraska in an Amount of \$130,705.00 including trade-in.

#2008-267 – Approving Bid Award for Storm Drainage Project No. 2008-D-3; Driveway Culvert Replacement at Capital Avenue Outfall Ditch with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$44,230.34.

#2008-268 – Approving Bid Award for Handicap Ramp Project No. 2008-2 with Galvan Construction, Inc. of Grand Island, Nebraska in an Amount of \$98,787.60.

#2008-269 – Approving Contract for Medical Services Director for the EMS Division of the Fire Department with The Physicians Network in an Amount of \$13,439.00 from October 1, 2008 through September 30, 2013 with a 3% increase each subsequent year.

#2008-270 – Approving Transfer of Funds from Business Improvement District No. 3 to Business Improvement District No. 7.

#2008-271 – Approving Transfer of Funds from Business Improvement District No. 5 to Business Improvement District No. 8.

#2008-272 – Approving 2008 Victim's Of Crime Act (VOCA) Grant Award in an Amount of \$27,907.00.

Approving Garbage Permits for Central Waste Disposal, Clark Brothers Sanitation, Heartland Disposal, Mid-Nebraska Disposal and Refuse Permits for Full Circle, O'Neill Transportation and Equipment, and Scott's Hauling. Jeremy Collinson representing the Central District Health Department explained the inspection process for garbage trucks before a permit could be issued. Mr. Collinson mentioned half of Central Waste Disposal trucks were not in compliance and did not meet City Code requirements.

Tom Carter, 11604 Rebel Ridge Road, Omaha, Nebraska representing Central Waste Disposal requested 30 days to make corrections and come into compliance with the City Code. Wes Nespor, Attorney for the City commented that City Code does not allow a temporary permit. Bobby Wiles, District Manager for Central Waste Disposal, 147 East Roberts Avenue answered questions concerning the number of trucks used in Grand Island and the surrounding areas.

Discussion was held regarding the signage on the trucks as required by City Code. Central Waste agreed to use trucks in Grand Island with the proper signage.

Motion by Haase, second by Zapata to approve the Garbage Haulers and Refuse Permits. Upon roll call vote, all voted aye. Motion adopted.

#2008-259 – Approving All-Hazard Mitigation Plan for the City of Grand Island. Chad Nabity, Regional Planning Director reported the All-Hazards Mitigation Plan was required by FEMA in order to be eligible for funding for mitigation activities after a disaster. Discussion was held concerning the importance of this plan. Questions were raised as to the action of this plan and the continued implementation of replacing sirens. Jon Rosenlund, Emergency Management Director commented on the importance of sirens, but stated there was no money in the budget for this.

Motion by Gilbert, second by Niemann to approve Resolution #2008-259. Upon roll call vote, all voted aye. Motion adopted.

#### REQUESTS AND REFERRALS:

Consideration of Request from Viaero Wireless for a Conditional Use Permit for Construction of a Wireless Telecommunication Tower Located at 595 S. Stuhr Road. This item related to the aforementioned Public Hearing. Discussion was held concerning the time-line for approval by the FAA which would take approximately 30-60 days. Chris Riha representing Viaero Wireless supported the stipulations.

Motion by Nickerson, second by Haase to approve the request pending FAA approval. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Request from USCOC Nebraska/Kansas LLC for Conditional Use Permit for Construction of a 150' Communication Tower and Equipment Shelter Located at 440 2<sup>nd</sup> Road, Merrick County. This item related to the aforementioned Public Hearing. Discussion was held concerning the FAA requirements regarding lighting. Mike Olson representing the Central Nebraska Regional Airport commented on concerns of the FAA regulations regarding this tower.

Craig Lewis, Building Department Director stated concerns of requiring applicants to get FAA approval before Council action was taken, which could cost the applicant a lot of money needlessly. All applications within 5 miles of the airport would require FAA approval regardless.

Motion by Haase, second by Ramsey to approve the request pending FAA approval and notification of intent to the Central Nebraska Regional Airport. Upon roll call vote, Councilmember's Meyer, Niemann, Ramsey, Gilbert, Carney, Gericke, Zapata and Haase voted aye. Councilmember Nickerson voted no. Motion adopted.

#### RESOLUTIONS:

#2008-273 – Consideration of Request from Balz Banquet & Reception Hall, Inc. dba Balz Banquet & Reception Hall, 213 North Sycamore Street for a Class 'C' Liquor License and Liquor Manager designation for James K. Jeffries, 40 Kuester Lake. This item related to the aforementioned Public Hearing.

Motion by Haase, second by Zapata to approve Resolution #2008-273 contingent upon final inspections and with the stipulation Mr. Jeffries complete a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2008-274 – Consideration of Intent to Annex Property Located at 908 East Capital avenue, North of Capital Avenue East of St. Paul Road. Chad Nabity, Regional Planning Director reported a request had been received to annex the property located in the SW 1/4 of Section 3-11-9 known as 908 East Capital Avenue. The Regional Planning Commission approved the annexation request.

Motion by Nickerson, second by Meyer to approve Resolution #2008-274. Upon roll call vote, all voted aye. Motion adopted.

#2008-275 – Consideration of Approving Funding of Economic Development Request. David Springer, Finance Director reported this was the annual funding request from the Economic Development Corporation in the amount of \$750,000.00 which was budgeted.

Marlan Ferguson, EDC President gave a Power Point presentation updating the Mayor and Council on job growth in Grand Island, projects completed, 2008-2009 budget, and future plans for CAAP land.

Motion by Gilbert, second by Niemann to approve Resolution #2008-275. Upon roll call vote, all voted aye. Motion adopted.

#### PAYMENT OF CLAIMS:

Motion by Haase, second by Zapata to approve the Claims for the period of September 10, 2008 through September 23, 2008, for a total amount of \$4,179,068.39. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 8:35 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, October 14, 2008**

**Council Session**

## **Item G2**

**Approving Minutes of October 7, 2008 City Council Study Session**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL STUDY SESSION

October 7, 2008

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on October 7, 2008. Notice of the meeting was given in the *Grand Island Independent* on October 1, 2008.

Mayor Margaret Hornady called the meeting to order at 7:00 p.m. The following Councilmember's were present: 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, City Attorney Dale Shotkoski, and Finance Director David Springer.

INVOCATION was given by Pastor Harvey Johnson, Messiah Lutheran Church, 708 North Locust Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council member Caitlynn Schwehn.

#### PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Public Power Week" October 5-11, 2008. Mayor Hornady proclaimed the week of October 5-11, 2008 as "Public Power Week". Utilities Director, Gary Mader was present to receive the proclamation.

Update on Jackrabbit Run Golf Course. Steve Paustian, Parks and Recreation Director introduced Don Kruse, Golf Professional at Jackrabbit Run Golf Course; Char Kruse; Doug Sweeney, Golf Course Superintendent; Gregg Bostelman, Parks Superintendent; and Todd McCoy, Recreation Superintendent. A PowerPoint presentation on the survey results of Jackrabbit Run Golf Course conducted by NGF Consulting firm of Jupiter, Florida was presented. Mr. Paustian reported Jackrabbit Run Golf Course was constructed in 1977 as a joint effort between the Grand Island Chamber of Commerce and the City of Grand Island.

Mr. Paustian presented the following top ranking categories from the survey:

- Importance     Affordability - 48%
- Improvement   Amenities (clubhouse, pro shop, locker room) - 49%
- Competition     Jackrabbit Run Golf Course – 70%
- Customer Origin – 81% from Grand Island
- Customer Profile – 59% over 50 years of age
- Number of rounds 2008 – 30,460



Mr. Paustian stated Jackrabbit Run was able to generate enough revenue to fund all operational costs for many operational years, but five out of the last six years had not been profitable. Mentioned was that several golf courses opened in the area over the years and the loss of rounds to Jackrabbit Run reflected the loss of rounds during those years. Also mentioned was the new contract for the Golf Professional which was based on performance and a substantial cost savings to the City.

Greg Sweeney commented on concerns of the Scotch Pine trees at the course that were under attack with the Dutch Elm disease. Replacement of the trees would be necessary in the future. Mr. Paustian stated the irrigation system would need to be replaced in the near future because of the age. Cost could well be over \$1 million. The clubhouse was also mentioned as needing updated.

Discussion was held concerning the parking lot. Mr. Paustian stated the course was built on a former landfill site which prevented a concrete or asphalt parking lot due to the movement of the ground which would buckle the hard surface. Grant funding was discussed and would be looked at to help with funding the improvements. The irrigation system was discussed and would take several years to replace. Mr. Paustian stated the golf course would probably never raise enough revenue to cover all the costs of improvements needed.

David Springer, Finance Director commented that eventually the City would have to subsidize the golf course through the general fund to pay for the needed improvements. Recreation facilities throughout the City generally were not money makers. Discussion was held concerning relocating the parking lot and/or clubhouse. Mr. Paustian stated this would be cost prohibitive.

Jeff Pederson, City Administrator commented on the increase of golf rounds over the last year. Mr. Pederson stated he would like to see the golf course stay an enterprise fund. Don Kruse commented on the youth programs. Also mentioned was that Jackrabbit Run was very busy compared to many courses in the area.

Discussion on Status of Lincoln Park Pool: Steve Paustian, Parks and Recreation Director reported that Lincoln pool was built in 1975 and had served as an affordable neighborhood pool in Grand Island.

The following Lincoln Pool Facts were presented:

- Attendance Ranges from 8,000 – 11,000 swimmers each summer
- Expenses annually exceed revenues at Lincoln pool on average \$22,000 each summer
- Amenities include: bathhouse, slide, and two diving boards
- Swimming lessons are offered in AM and PM
- Pool rentals primarily on weekend evenings

Challenges for Lincoln Pool were:

- The pool is 33 years old
- The water recirculation system is functioning at 45% of capacity
- The water slide has passed it's life expectancy
- The size of the mechanical room does not allow for an ideal sanitizing system to be used

- Because of operational problems, ADA issues and lack of amenities associated with modern pool design standards, the pool is not very inviting for public use
- Virginia Baker Pool and Spa Safety Act: some modifications to the single main drain will need to be made prior to opening this summer

Mr. Paustian stated the pool was plagued with water clarity problems that impacted the operational hours 27 out of 83 days this last summer. Thirteen of 25 pool parties had to be cancelled.

Maps of both the Lincoln Pool and Lyons Club Park areas were presented along with population density for each area. The Lyons Club Park had a high population density. Mr. Paustian stated it was important to maintain a facility in this demographic area.

Discussion was held on the cost of a new pool. Mr. Paustian stated that depended on what type of a new pool you went with. To replace Lincoln Pool with a modern design would be approximately \$1.75 million. Fixing the current pool would cost approximately \$500,000.00 depending on what was done. A competitive pool would cost approximately \$3 to \$4.5 million. Comments were made about the continued cost of fixing up the Lincoln Pool. Location of the pool was also discussed.

Mentioned was Lincoln Pool should be closed because of health hazards and conditions of the pool. Also mentioned was the responsibilities put on staff at a facility that was inadequate. Closing Lincoln Pool would affect swimming lessons. Comments were made concerning transportation issues.

Todd McCoy commented on the age of patrons, out-of-town visitors, and destination spot for Island Oasis. Lincoln Pool had diving boards which were used during swimming lessons, whereas Island Oasis did not.

Mayor Hornady stated Lincoln Pool needed to be replaced as soon as possible. Ashley Park was mentioned as an attractive area and should be looked at. Also this might be the time to look at a competitive pool.

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

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G3

### **Approving Re-Appointment Bob Loewenstein to the Animal Advisory Board**

*The Mayor has submitted the re-appointments of Bob Loewenstein to the Animal Advisory Board. This appointment would become effective October 9, 2008 upon approval by City Council and would expire on October 8, 2011. Approval is recommended.*

Staff Contact: Mayor Hornady



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G4

**Approving Preliminary Plat for Hornady Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** October 14, 2008

**Subject:** Hornady Subdivision – Final Plat

**Item #'s:** G-4 & G-5

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

## **Background**

This final plat proposes to create 5 lots East of Arthur Street and North of Stolley Park Road. City Sewer and Water are available to these lots. All of the lots front onto existing public right-of-way. The property is zoned R2 - Low Density Residential Zone. This land consists of approximately 7.822 acres.

## **Discussion**

The final plat for Hornady Subdivision was considered by the Regional Planning Commission at the October 1, 2008 meeting. A motion was made by Brethauer, and seconded by Heineman, to approve the plat as presented. A roll call vote was taken and the motion carried with 9 members present voting in favor (Miller, O'Neill, Reynolds, Haskins, Ruge, Hayes, Bredthauer, Heineman, and Snodgrass).

## **Alternatives**

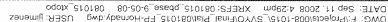
It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

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

## **Recommendation**

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

Move to approve as recommended.



## Hornady Subdivision Final Plat Summary

### Developer/Owner

Michael McCarty  
2310 W Stolley Park Road  
Grand Island, NE 68801

5 Lots West of Arthur Street North of Stolley Park Road.

**Size:** 7.822 Acres

**Zoning** R2 – Low Density Residential Zone.

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

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

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





# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G5

**#2008-276 - Approving Final Plat and Subdivision Agreement for  
Hornady Subdivision**

Staff Contact: Chad Nabitv



RESOLUTION 2008-276

WHEREAS, Michael Lee McArty, being the owner of the land described hereon, have caused to be laid out into five (5) lots, inpart the Southeast Quarter of the Southeast Quarter (SE1/4, SE1/4) of Section Twenty (20), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, under the name of HORNADY SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of HORNADY SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

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

Attest:

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

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G6

**#2008-277 - Approving Final Plat and Subdivision Agreement for  
HW Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission  
**Meeting:** October 14, 2008  
**Subject:** HW Subdivision – Final Plat  
**Item #'s:** G-6  
**Presenter(s):** Chad Nabity AICP, Regional Planning Director

## **Background**

This final plat proposes to create 2 lots South of Nebraska Hwy. 2 and East of Independence Avenue. City Sewer and Water are available to these lots. This land consists of approximately 16.067 acres.

## **Discussion**

The final plat for HW Subdivision was considered by the Regional Planning Commission at the October 1, 2008 meeting. A motion was made by Hayes, and seconded by Haskins, to approve the plat as presented. A roll call vote was taken and the motion carried with 9 members present voting in favor (Miller, O'Neill, Reynolds, Haskins, Ruge, Hayes, Bredthauer, Heineman, and Snodgrass).

## **Alternatives**

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

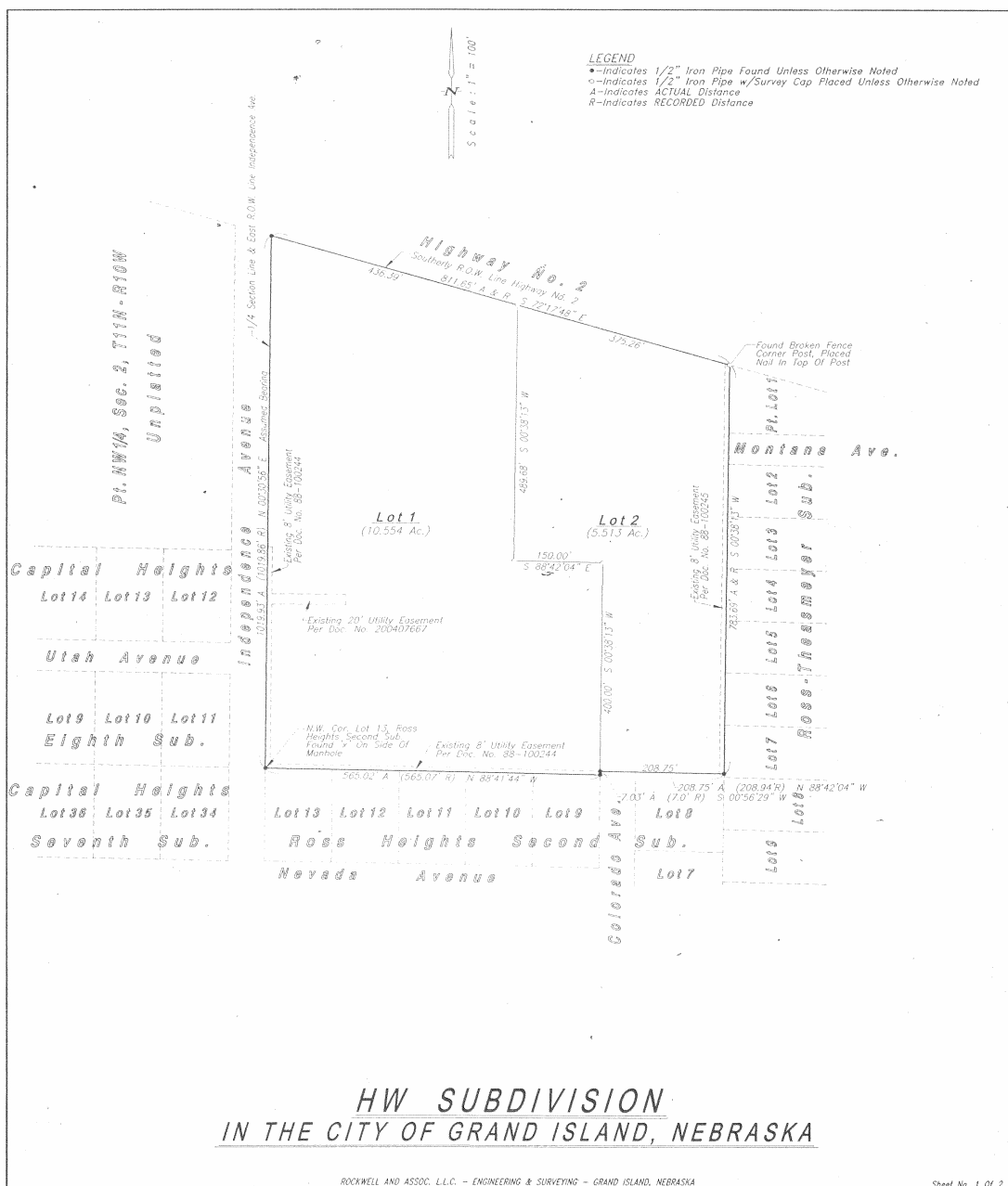
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

# Sample Motion

Move to approve as recommended.



## HW Subdivision Final Plat Summary

### Developer/Owner

Northridge Assembly of God, Michael Schaaf, Chairman of the Board  
3025 Independence Avenue  
Grand Island, NE 68803

2 Lots South of Nebraska Hwy. 2 and East of Independence Avenue.

**Size:** 16.067 Acres

**Zoning:** RO (Residential Office Zone)

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

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

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



RESOLUTION 2008-277

WHEREAS, Northridge Assembly of God, a Non-Profit Corporation, being the owner of the land described hereon, have caused to be laid out into two (2) lots, a tract of land comprising a part of the West Half of the Northeast Quarter (W1/2NE1/4) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, under the name of HW SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of HW SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# **City of Grand Island**

**Tuesday, October 14, 2008**

**Council Session**

## **Item G7**

**#2008-278 - Approving Final Plat and Subdivision Agreement for  
Vanosdall Subdivision**

**Staff Contact: Chad Nabitv**

# **Council Agenda Memo**

**From:** Regional Planning Commission  
**Meeting:** October 14, 2008  
**Subject:** Vanosdall Subdivision – Final Plat  
**Item #'s:** G-7  
**Presenter(s):** Chad Nabity AICP, Regional Planning Director

## **Background**

This final plat proposes to create 2 lots West of South Locust Street and North of U.S. Hwy. 34. City Sewer and Water are available to these lots. This land consists of approximately 3.1606 acres.

## **Discussion**

The final plat for Vanosdall Subdivision was considered by the Regional Planning Commission at the October 1, 2008 meeting. A motion was made by Heineman, and seconded by Reynolds, to approve the plat as presented. A roll call vote was taken and the motion carried with 9 members present voting in favor (Miller, O'Neill, Reynolds, Haskins, Ruge, Hayes, Bredthauer, Heineman, and Snodgrass).

## **Alternatives**

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

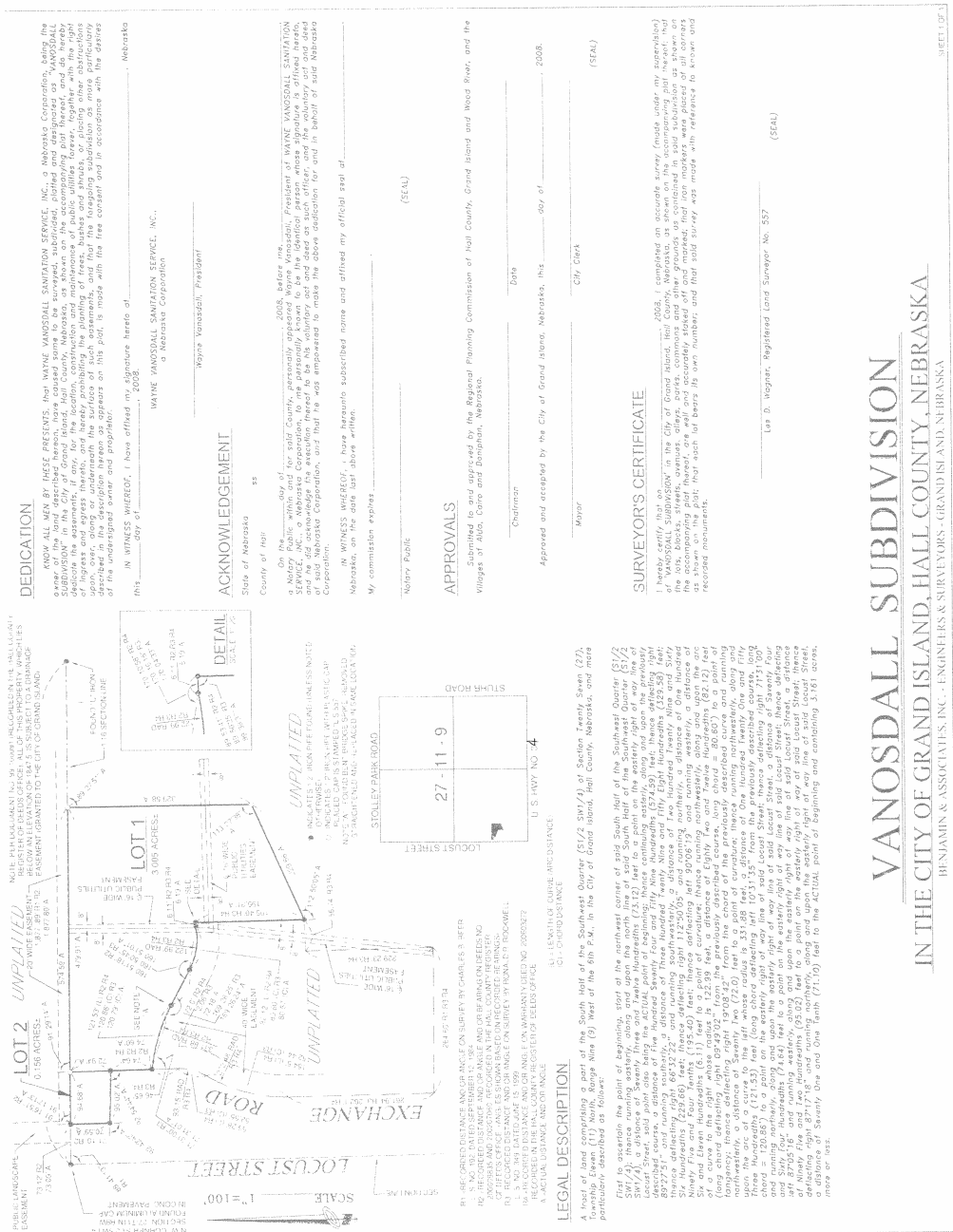
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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



Move to approve as recommended.



## **Vanosdall Subdivision Final Plat Summary**

### **Developer/Owner**

Wayne Vanosdall  
3201 S Locust Street  
Grand Island, NE 68801

2 Lots east of Locust Street North of U.S. Hwy. 34.

**Size:** 3.1606 Acres

**Zoning:** B2-AC (General Business Zone, with Arterial Commercial Overlay Zone)

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

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

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



RESOLUTION 2008-278

WHEREAS, Wayne Vanosdall Sanitation Service, INC., a Nebraska Corporation, being the owner of the land described hereon, have caused to be laid out into two (2) lots, a tract of land comprising a part of the South Half of the Southwest Quarter (SW1/2 SW 1/4) of Section Twenty Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, under the name of VANOSDALL SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of VANOSDALL SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

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

Attest:

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

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G8

**#2008-279 - Approving Storm Water Management Plan Program  
Grant Application**

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

# **Council Agenda Memo**

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

**Meeting:** October 14, 2008

**Subject:** Approving Storm Water Management Plan Program Grant Application

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

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

## **Background**

In 2005, the EPA expanded the "pollutant discharge" portion of the Clean Water Act of 1977 to include storm water runoff from all Nebraska communities with a population over 10,000. Subsequently, the City of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community. The City applied for and received a storm water permit from the Nebraska Department of Environmental Quality and adopted a Storm Water Management Plan.

As a result of the passage of LB1226 in the 2006 Nebraska Legislative Session, \$2.5 million in funding was allocated for cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs).

Metropolitan Communities:

- Lincoln/Lancaster County
- Omaha/Douglas and Sarpy Counties

Non-Metropolitan Communities:

- Grand Island
- South Sioux City
- Beatrice
- Columbus
- Fremont
- Hastings
- Kearney
- Lexington
- Norfolk
- North Platte
- Scottsbluff

The City of Grand Island is coordinating NPDES & SWMP activities among the permitted non-metropolitan communities. Grant awards will be distributed to applicants according to population size.

The Public Works Department is working with Community Development in preparation of the attached grant application to the Department of Environmental Quality for these funds.

## **Discussion**

The grant application is due Wednesday, October 22, 2008. A 20% match for the project is required and will be provided by the City Of Grand Island Public Works Department. Grant awards will be announced prior to November 28, 2008 and projects completed by June 30, 2010.

The City is eligible for no less than \$94,849, but no more than \$497,469.00. If all eligible non-metropolitan communities across the state apply, the City will receive \$94,849. If Grand Island is the only non-metropolitan community to apply, the City could receive up to \$497,469.00.

Grant activities are restricted to the Best Management Practices (BMP's) and seven Minimum Control Measures (MCM's) identified in the City storm water permit. The seven MCM's are:

- 1) Education and Outreach
- 2) Public Involvement/Participation
- 3) Illicit Discharge Detection and Elimination
- 4) Construction Site Storm Water Runoff Control
- 5) Post-Construction Storm Water Management in new development and redevelopment
- 6) Pollution Prevention good housekeeping for municipal operations
- 7) Wet Weather Monitoring

## **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**

Public Works Administration recommends that the Council approve submission of the grant application and authorize the Mayor to sign all related documents.

## **Sample Motion**

Move to approve submission of the grant application and authorize the Mayor to sign all related documents.

# STORM WATER MANAGEMENT PLAN PROGRAM GRANT APPLICATION

From the City of Grand Island (Sponsor)  
Regarding Implementation of the  
Storm Water Management Plan for Permit NER300010

Submittal of this application constitutes a request for grant funding from the Storm Water Management Plan Program. Requirements of this grant are as follows:

- The Sponsor must provide at least a 20% cash match for any funds received
- This cash match and the grant award must be kept together in an account separate from any other funds
- These funds must be used only for implementation of the SWMP in permit #NER300010
- These funds may not be used for normal operations and maintenance or flood control
- Additional activities may be funded upon amending the permit with NDEQ approval, and by amending the workplan attached with the Intergovernmental Agreement.
- The project duration must not go beyond June 30, 2010
- The Sponsor must provide an annual report at the end of each state fiscal year

To request these forms electronically, call or e-mail Mary Schroer at 402-471-6988 or  
mary.schroer@nebraska.gov

## PART 1 – CONTACT INFORMATION

### PROJECT MANAGER INFORMATION – PLEASE PRINT OR TYPE

PROJECT MANAGER NAME Scott Sekutera	TITLE Stormwater Technician
STREET ADDRESS 100 East 1st Street P.O. BOX 1968	E-MAIL ADDRESS sskutera@grand-island.com
CITY / STATE / ZIP CODE Grand Island , NE 68802-1968	PHONE NUMBER (308) 385-5444 Ext. 270
MAXIMUM AWARD AMOUNT REQUESTED \$ 497,469.00	PROJECT END DATE June 30, 2010
CITY OF GRAND ISLAND COGNIZANT OFFICIAL SIGNATURE  Margaret Hornady, Mayor	DATE



	<b>Minimum Control Measure</b>	<b>Section/Subsection and Activity Element Description from Approved SWMP</b>	<b>Cost (percentage of grant)</b>	<b>Expected Completion Date</b>
1	Education and Outreach	1.1 Distribute Educational Materials on storm water related issues in various media forms.	5%	06/30/2010
2	Education and Outreach	1.2 Develop and run public service announcements.	5%	06/30/2010
3	Public Involvement / Participation	2.2 Participate/Sponsor Community Clean-up events.	5%	06/30/2010
4	Public Involvement / Participation	2.3 Continue operation of storm sewer stenciling program.	5%	06/30/2010
5	Illicit Discharge Detection and Elimination	3.2 Perform dry weather inspections of storm water outfalls.	5%	06/30/2010
6	Illicit Discharge Detection and Elimination	3.3 Mapping of storm sewer system.	25%	06/30/2010
7	Construction Site Storm Water Runoff Control	4.3 Educate contractors and the development community.	5%	06/30/2010
8	Construction Site Stormwater Runoff Control	4.4 Develop design standards for storm water runoff control measures.	5%	06/30/2010
9	Pollution Prevention Good Housekeeping For Municipal Operations	6.1 Continue training materials for city employees.	5%	06/30/2010
10	Pollution Prevention Good Housekeeping For Municipal Operations	6.3 Continue evaluation of municipal operations and implementation of new BMP at facilities.	5%	06/30/2010

RETURN COMPLETED APPLICATION NO LATER THAN 3PM WEDNESDAY, OCTOBER 22<sup>nd</sup> TO:  
Mary Schroer, Nebraska Department of Environmental Quality, PO Box 98922, Lincoln, Nebraska, 68509

11	Storm Sewer Monitoring	7.1 Develop standard operating procedures for conducting baseline wet weather monitoring.	10%	06/30/2010
12	Storm Sewer Monitoring	7.2 Assessment of city by monitoring discharges.	20%	06/30/2010

RETURN COMPLETED APPLICATION NO LATER THAN 3PM WEDNESDAY, OCTOBER 22<sup>nd</sup> TO:  
Mary Schroer, Nebraska Department of Environmental Quality, PO Box 98922, Lincoln, Nebraska, 68509

## **TIMELINE FOR 2008 STORM WATER MANAGEMENT GRANT**

- October 22, 2008      Applications must be received by the NDEQ by 3:00pm. Applications may be not be submitted electronically or by facsimile.
- November 5, 2008      An Intergovernmental Agreement will be mailed to applicants for the cognizant official's signature.
- November 28, 2008      Recipients will receive the full grant amount by direct deposit within 30 days of NDEQ's receipt of the signed Intergovernmental Agreement providing the 2006 Storm Water Management Plan Grant has been closed-out and, all completed reports for the prior two grant years have been submitted to the Department.
- July 31, 2009      The first annual report is due, covering project activity from grant inception (the date the intergovernmental agreement is signed) to June 30, 2009.

## **QUESTIONS & ANSWERS**

- Q. Must the cash match be spent at the same rate as the 20% match requirement?  
A. No; however, the final grant report at the completion of all activities must show at least a 20% cash match.
- Q. Do we need to send copies of invoices with our annual report?  
A. No, but keep them for at least three years past completion of all activities and grant closure. All grant records are eligible for audit.
- Q. Can we repair a storm sewer with this grant?  
A. No. Operation and maintenance activities are not eligible for grant funding.
- Q. Can we build a lake and dam that will stop flooding in the east part of the city with this grant?  
A. No. Flood control is not an eligible activity.
- Q. Can we use these funds for storm water activities that aren't in our Storm Water Management Plan (SWMP)?  
A. No, but you can amend the SWMP in your MS4 permit, to include new activities. Be sure to also amend the workplan, submitted with the Intergovernmental Agreement, to reflect the SWMP changes. Activities that grant expenditures must be included in the workplan which reflects the activities in the SWMP.
- Q. Who is eligible to receive Storm Water Management grants?  
A. Only cities and counties with an NDEQ-approved Storm Water Permit.
- Q. How is the amount given to each applicant determined?  
A. First, all eligible applicants are divided into two categories – those located in urbanized areas and those in non-urbanized areas. Applicants in urbanized areas are granted 80% of the available funds which are divided evenly by applicant population size; those in non-urbanized areas are granted 20% divided evenly by applicant population size.
- Q. Will there be more money available in subsequent years?  
A. This is the third year the money has been made available and it has not yet been determined whether or not the grant funding will be renewed beyond this. Your annual reports should show progress on your current project in order to receive funding from future allocations.



**Dave Heineman**  
Governor

# STATE OF NEBRASKA

DEPARTMENT OF ENVIRONMENTAL QUALITY

**Michael J. Linder**

Director

Suite 400, The Atrium

1200 'N' Street

P.O. Box 98922

Lincoln, Nebraska 68509-8922

Phone (402) 471-2186

FAX (402) 471-2909

website: [www.deq.state.ne.us](http://www.deq.state.ne.us)

September 19, 2008

Mayor Margaret Hornady  
City of Grand Island  
PO Box 1968  
Grand Island, NE 68802-1968

Dear Mayor Hornady:

The Nebraska Legislature passed LB1226 in 2006, which established the Storm Water Management Plan Program. This grant program has provided two years of funding to cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs). A third year of grant funding is now available for distribution to these same cities and counties. The City of Grand Island, permit #NER300010, is entitled to at least \$94,849 and no more than \$497,469 of these funds. Applicants located within urbanized areas will receive their share of funding from 80% of the total amount available and, those in non-urbanized areas will receive their share from 20% of the total. Funding within each category will be distributed amongst the applicants based on their population. If every eligible applicant in your category requests funding, you will receive the minimum amount -- if fewer apply, you will receive a larger share.

Requirements and restrictions:

- This money must be used to implement aspects of your SWMP. Other appropriate activities may be eligible if your SWMP is amended to include them.
- This money may not be used for operations and maintenance or flood control expenditures.
- You must provide a 20% cash match for any funds received; for example, a \$20 match for every \$100 received.
- The grant award and your cash match must be kept together in their own account.
- Project duration may not go beyond June 30, 2010.
- Annual reports must be submitted yearly for the duration of the project.

If interested in obtaining funding, you must complete the enclosed application and return it to me at the address on this letterhead no later than 3pm Wednesday, October 22nd.

If you applied last year, you may use the same application with updated expected completion dates if you choose. A signed Intergovernmental Agreement will be mailed to you on or around November 5<sup>th</sup>, 2008. The cognizant official, as indicated on the Intergovernmental Agreement, must sign the Agreement and return it to me by 3pm Friday, November 28<sup>th</sup>. You will receive full payment of the grant amount within approximately 30 days from receipt of the signed Intergovernmental Agreement providing the 2006 Storm Water Management Plan Grant has been closed-out and, all completed reports for the prior two grant years have been submitted to the Department.

Please see enclosed guidance for a more specific timeline and common questions and answers regarding this program. If you have any additional questions, please contact me by e-mail at [mary.schroer@nebraska.gov](mailto:mary.schroer@nebraska.gov) or by phone at 402-471-6988.

Sincerely,

Mary Schroer

cc: Mr. Scott Sekutera

RESOLUTION 2008-279

WHEREAS, in 2005, the Environmental Protection Agency expanded the “pollutant discharge” portion of the Clean Water Act of 1977 to include storm water runoff from Nebraska communities with a population over 10,000; and

WHEREAS, the City Of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community and was required to apply for a storm water permit from the Nebraska Department of Environmental Quality and adopt a Storm Water Management Plan (SWMP); and

WHEREAS, the State of Nebraska allocated \$2,500,000.00 in funding for three metropolitan cities and counties and ten non-metropolitan cities and counties with Storm Water permits; and

WHEREAS, the City Of Grand Island, Nebraska is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Environmental Quality for a grant to implement the Storm Water Management Plans (SWMPs) and is entitled to a minimum of \$94,849 and no more than \$497,469 from the State of Nebraska; and

WHEREAS, the City is requesting \$497,469 with the required twenty percent (20%) match for the project will be provided by the City of Grand Island, Public Works Department; and

WHEREAS, the Nebraska Department of Environmental Quality is taking applications until October 22, 2008.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska, is hereby authorized to apply for funding from the Nebraska Department of Environmental Quality, for the Storm Water Management Plan Project.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

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

Attest:

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



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G9

**#2008-280 - Approving Bid Award for One (1) 81,000 Pound  
Landfill Compactor for the Solid Waste Division of the Public  
Works Department**

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

# **Council Agenda Memo**

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

**Meeting:** October 14, 2008

**Subject:** Approving Bid Award for One (1) 81,000 Pound Landfill Compactor for the Solid Waste Division of the Public Works Department

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

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

## **Background**

On September 16, 2008 the Solid Waste Division of the Public Works Department advertised for bids for one (1) 81,000 pound landfill compactor.

## **Discussion**

Three (3) bids were received and opened on October 6, 2008. The Solid Waste Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. The compactor bid by Al-Jon Manufacturing of Ottumwa, Iowa meets all of the specifications and based on an anticipated 4-year ownership, is the machine with the lowest net cost of ownership. A summary of the bids is shown below.

<b><i>Bidder</i></b>	<b><i>Base Price</i></b>	<b><i>Trade-In Price</i></b>	<b><i>Repurchase Price</i></b>	<b><i>Net Cost of Ownership</i></b>
Al-Jon Manufacturing LLC of Ottumwa, IA	\$556,922.00	\$113,750.00	4 Years/9250 hours = \$119,660.00	\$323,512.00
Nebraska Machinery Co. of Doniphan, NE	\$590,312.00	\$55,000.00	4 Years/9250 hours = \$200,000.00	\$335,312.00
Roadbuilders Machinery & Supply of Grand Island, NE	\$556,000.00	\$85,000.00	4 Years/9250 hours = \$108,000.00	\$363,000.00

Funds were budgeted for Fiscal Year 2009 and are available in Account No. 50530043-85615.

## **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**

Public Works Administration recommends that the Council approve the purchase of the Landfill Compactor from Al-Jon Manufacturing LLC of Ottumwa, Iowa.

## **Sample Motion**

Move to approve the purchase of the Lanfill Compactor from Al-Jon Manufacturing LLC of Ottumwa, Iowa.



*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:** October 6, 2008 at 11:00 a.m.

**FOR:** (1) 81,000 Pound Landfill Compactor

**DEPARTMENT:** Public Works

**ESTIMATE:** \$630,000.00

**FUND/ACCOUNT:** 50530043-85615

**PUBLICATION DATE:** September 16, 2008

**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<u>Nebraska Machinery Co.</u> Doniphan, NE	<u>Roadbuilders Machinery &amp; Supply</u> Grand Island NE
<b>Bid Security:</b>	Travelers Casualty & Surety	Fidelity & Deposit Co.
<b>Exceptions:</b>	None	Noted
<b>Base Price:</b>	\$590,312.00	\$556,000.00
<b>Trade-In:</b>	\$ 55,000.00	\$ 85,000.00
<b>Repurchase:</b>	2 years/4500 hours \$272,716.00	\$136,000.00
	3 years/6750 hours \$238,650.00	\$122,000.00
	4 years/9250 hours \$200,000.00	\$108,000.00
<b>Delivery Date:</b>	19 weeks	90-120 Days

<b>Bidder:</b>	<u>Al-jon Manufacturing LLC</u> Ottumwa, IA
<b>Bid Security:</b>	Arch Insurance Co.
<b>Exceptions:</b>	Noted
<b>Base Price:</b>	\$556,922.00
<b>Trade-In:</b>	\$113,750.00
<b>Repurchase:</b>	2 years/4500 hours \$186,968.00
	3 years/6750 hours \$157,053.00

**4 years/9250 hours    \$119,660.00**

**Delivery Date:        60 Days from Order Date**

**P1287**

R E S O L U T I O N    2008-280

WHEREAS, the City Of Grand Island invited sealed bids for one (1) 81,000 pound landfill compactor, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on October 6, 2008 bids were received, opened and reviewed; and

WHEREAS, Al-Jon Manufacturing LLC of Ottumwa, Iowa submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, at a base price of \$556,922.00, with a trade-in of \$113,750.00 and a guaranteed Repurchase Price at 4 years in the amount of \$119,660.00, for a net cost of ownership being \$323,512.00; and

WHEREAS, the bid of Al-Jon Manufacturing LLC is less than the estimate for such equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Al-Jon Manufacturing LLC of Ottumwa, Iowa at a base price of \$556,922.00, with a trade-in of \$113,750.00 and a guaranteed Repurchase Price at 4 years in the amount of \$119,660.00, for a net cost of ownership of \$323,512.00 for a 81,0000 Pound Landfill Compactor is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

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

Attest:

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

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G10

**#2008-281 - Approving Bid Award for Snow Removal Services for the 2008/2009 Winter Season for the Streets Division of the Public Works Department**

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

# **Council Agenda Memo**

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

**Meeting:** October 14, 2008

**Subject:** Approving Bid Award for Snow Removal Services for the 2008/2009 Winter Season

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

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

## **Background**

On September 12, 2008 the Streets Division of the Public Works Department advertised for bids for equipment (fully operated) for Snow Removal Services for the 2008/2009 winter season.

## **Discussion**

One bid was received and opened on September 24, 2008. The Streets Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the single bid that was received. The bid is shown below.

<b><i>Bidder</i></b>	<b><i>Exceptions</i></b>	<b><i>Total Bid</i></b>
The Diamond Engineering Co. Grand Island, NE	None	Trucks for Hauling - \$115.00/HR Front End Loaders - \$135.00/HR Motor Graders - \$155.00/HR

The estimates for the services were as follows:

- |                            |             |
|----------------------------|-------------|
| A. Truck Plows for Hauling | \$150.00/HR |
| B. Front End Loaders       | \$180.00/HR |
| C. Motor Graders           | \$200.00/HR |

There are sufficient funds in Account No. 10033502-85213 for these services.

## **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**

Public Works Administration recommends that the Council approve awarding the contract for snow removal services to The Diamond Engineering Company, of Grand Island, Nebraska.

## **Sample Motion**

Move to approve awarding contract to The Diamond Engineering Company.

*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:** September 24, 2008 at 11:00 a.m.

**FOR:** Snow Removal Services

**DEPARTMENT:** Public Works

**ESTIMATE:**

a. Trucks for Hauling Snow	\$150.00 per hour each
b. Front End Loaders	\$180.00 per hour each
c. Motor Graders	\$200.00 per hour each

**FUND/ACCOUNT:** 10033502-85213

**PUBLICATION DATE:** September 12, 2008

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

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

**Exceptions:** None

**Bid Price:**

Trucks for Hauling Snow:	\$115.00 per hour each
Front End Loaders:	\$135.00 per hour each
Motor Graders:	\$155.00 per hour each

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

Catrina DeLosh, PW Admin. Assist.  
Wes Nespor, Assist. City Attorney  
Scott Johnson, Street Supt.

**P1286**

RESOLUTION 2008-281

WHEREAS, the City Of Grand Island invited sealed bids for Snow Removal Services, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on September 24, 2008, one bid was received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

	<u>Cost Per Hour</u>
Front End Loaders	\$135.00 per hour
Motor Graders	\$155.00 per hour
Hauling Snow	\$115.00 per hour

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska for snow removal services in the amounts identified above is hereby approved as the lowest responsible bid submitted.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such snow removal services be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City Of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney





# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G11

**#2008-282 - Approving Bid Award for Downtown Parking Lots  
Snow Removal Operations for the 2008/2009 Winter Season**

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

# **Council Agenda Memo**

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

**Meeting:** October 14, 2008

**Subject:** Approving Bid Award for Downtown Parking Lot Snow Removal Operations for the 2008/2009 Winter Season

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

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

## **Background**

On September 19, 2008 the Engineering Division of the Public Works Department advertised for bids for Downtown Parking Lot Snow Removal Operations for the 2008/2009 winter season including equipment and labor.

## **Discussion**

One bid was received and opened on October 7, 2008. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bid that was received. The bid is shown below.

<b>Bidder</b>	<b>Description</b>	<b>Unit</b>	<b>Estimate</b>
A-1 Snow Removal	Trucks for hauling snow	\$ 50.00 per load	\$160.00 per load
	Front End Loaders/Tractors	\$132.00 per hour	\$190.00 per hour
	Tractor with Pull Blade (minimum 12' width)	\$330.00 per hour	\$150.00 per hour

Exceptions:

\*Loader is a Case 580 with a Box Blade

\*\*Front Wheel Assist Tractor with 24' Mounted Box Blade

The bid specifications and estimate for a tractor with pull blade were prepared based on a minimum 12 feet width. A-1 Snow Removal bid a front wheel assist tractor with a 24' mounted box bland. The front wheel assist and 24' width will allow more snow to be moved in less time, which should balance out the difference in the estimate and the bid price.

## **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**

Public Works Administration recommends that the Council approve awarding the contract for Downtown Parking Lot Snow Removal Operations to A-1 Snow Removal of Grand Island, Nebraska.

## **Sample Motion**

Move to approve awarding the contract for Downtown Parking Lot Snow Removal Operations to A-1 Snow Removal of Grand Island, Nebraska.

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



Wes Nespor, Purchasing Agent

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 7, 2008 at 11:00 a.m.

**FOR:** Downtown Parking Lots Snow Removal Operations

**DEPARTMENT:** Public Works

**ESTIMATE:**

Trucks for Hauling Snow	\$160.00 per hour
Front End Loaders/Tractors	\$190.00 per hour
Tractor with Pull Blade	\$150.00 per hour

**FUND/ACCOUNT:** 27010001-85249

**PUBLICATION DATE:** September 18, 2008

**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

**Bidder:** A-1 Snow Removal  
Grand Island NE

**Exceptions:** Noted

**Bid Price:**

Trucks for Hauling Snow	\$ 50.00 per load
Front End Loaders/Tractors	\$132.00 per hour
Tractor with Pull Blade	\$330.00 per hour

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

Catrina DeLosh, PW Admin. Assist.  
Wes Nespor, Purchasing Agent  
Tom Carlson, PW Engineer

**P1288**

RESOLUTION 2008-282

WHEREAS, the City of Grand Island invited sealed bids for Snow Removal Operations, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on October 7, 2008, one bid was received, opened and reviewed; and

WHEREAS, A-1 Snow Removal of Grand Island, Nebraska, submitted a bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

	<u>Cost Per Hour</u>
Trucks	\$ 50.00 per load
Front End Loaders/Tractors	\$132.00 per hour
Tractor w/ Pull Blade	\$330.00 per hour

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of A-1 Snow Removal of Grand Island, Nebraska for snow removal operations in the amounts identified above is hereby approved as the lowest responsible bid submitted.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such snow removal operations be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# **City of Grand Island**

**Tuesday, October 14, 2008**

**Council Session**

## **Item G12**

**#2008-283 - Approving Bid Award for Downtown Land/Landscape  
Maintenance and Snow Removal**

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

# **Council Agenda Memo**

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

**Meeting:** October 14, 2008

**Subject:** Approving Bid Award for Downtown Lawn/Landscape Maintenance and Snow Services Adjacent to Public Parking Lots

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

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

## **Background**

On September 19, 2008 the Engineering Division of the Public Works Department advertised for bids for Downtown Lawn/Landscape Maintenance and Snow Removal adjacent to public parking lots, including equipment and labor.

## **Discussion**

One bid was received and opened on October 7, 2008. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bid that was received. The bid is shown below.

<b>Bidder</b>	<b>Description</b>	<b>Unit</b>	<b>Estimate</b>
Rick's Lawn Care Co. o f Grand Island, NE	Mowing	\$30.00 each	\$50.00 each
	Maintenance	\$8,890.00 yearly lump sum	\$6,000.00 yearly lump sum
	Snow Removal	\$125.00 per hour	\$160.00 per hour

Funds are available in Account Numbers 27010001-85213 & 27110010-85213 for this maintenance. The cost for this work is paid for through assessments to downtown businesses.

The bid specifications were prepared with furnishing and placing wood mulch as part of the work. The estimate did not include this work as it was done and paid for as extra work in previous years. The 2008 cost for furnishing and placing mulch was \$1,540.00. The balance of the increase is caused by increasing material, fuel and labor costs.

## **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**

Public Works Administration recommends that the Council approve awarding the contract for Downtown Lawn/Landscape Maintenance & Snow Removal to Rick's Lawn Care Company of Grand Island, Nebraska.

## **Sample Motion**

Move to approve awarding the contract for Downtown Lawn/Landscape Maintenance & Snow Removal to Rick's Lawn Care Company of Grand Island, Nebraska.



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



Wes Nespor, Purchasing Agent

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 7, 2008 at 11:15 a.m.

**FOR:** Lawn/Landscape Maintenance & Snow Removal in Downtown

**DEPARTMENT:** Public Works

**ESTIMATE:**

Mowing	\$50 each
Maintenance	\$6,000 (yearly lump sum)
Snow Removal	\$160 Bobcat -- \$50.00 per man/shovel

**FUND/ACCOUNT:** 27010001-85213 & 27110010-85213

**PUBLICATION DATE:** September 18, 2008

**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

**Bidder:** Rick's Lawn Care Co.  
Grand Island NE

**Exceptions:** None

**Bid Price:**

<b>Mowing:</b>	\$30.00 each x 28 = \$ 840.00
<b>Maintenance:</b>	<u>\$8,890.00</u>
<b>Bid Grand Total:</b>	<u>\$9,730.00</u>

**Snow Removal:** \$125.00 per hour

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

Catrina DeLosh, PW Admin. Assist.  
Wes Nespor, Purchasing Agent

**P1289**

R E S O L U T I O N    2008-283

WHEREAS, the City of Grand Island invited sealed bids for Downtown Lawn/Landscape Maintenance and Snow Removal adjacent to public parking lots, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on October 7, 2008, one bid was received, opened and reviewed; and

WHEREAS, Rick's Lawn Care Company of Grand Island, Nebraska, submitted a bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

Mowing	\$30.00 each
Maintenance	\$8,890.00 yearly lump sum
Snow Removal	\$125.00 per hour

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Rick's Lawn Care Company of Grand Island, Nebraska for Lawn/Landscape Maintenance and Snow Removal in the amounts identified above is hereby approved as the lowest responsible bid submitted.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such Lawn/Landscape Maintenance and Snow Removal be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

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

Attest:

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

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G13

**#2008-284 - Approving Bid Award for Sanitary Sewer District No. 16 Partial Replacement, Between 5th Street and 6th Street, from Wheeler Avenue to Locust Street**

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

# **Council Agenda Memo**

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

**Meeting:** October 14, 2008

**Subject:** Approving Bid Award for Partial Replacement of Sanitary Sewer District No. 16, Between 5<sup>th</sup> Street and 6<sup>th</sup> Street, from Wheeler Avenue to Locust Street

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

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

## **Background**

On September 6, 2008 the Wastewater Division of the Public Works Department advertised for bids for the partial replacement of Sanitary Sewer District No. 16, between 5<sup>th</sup> Street and 6<sup>th</sup> Street, from Wheeler Avenue to Locust Street.

On September 16, 2008 bids were opened and reviewed. All bids received were rejected on September 22, 2008 and the project was readvertised on September 24, 2008. The bid rejection allowed for clarification of the correct procedure necessary to protect the improvements from cave in and the same parties were given the opportunity to re-bid the project.

This partial replacement is necessary due to the deterioration of the sanitary sewer line that serves this area.

## **Discussion**

One (1) bid was received and opened on October 2, 2008. The Wastewater Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the single bid that was received. The bid is shown below.

<b><i>Bidder</i></b>	<b><i>Exceptions</i></b>	<b><i>Bid Price</i></b>
The Diamond Engineering Co. of Grand Island, NE	None	\$37,470.00

Funds are available in Account No. 53030050-85213.

## **Alternatives**

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

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

## **Recommendation**

Public Works Administration recommends that the Council approve the bid award to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$37,470.00.

## **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:** October 2, 2008 at 11:00 a.m.

**FOR:** Partial Replacement of Sanitary Sewer District #16

**DEPARTMENT:** Public Works

**ESTIMATE:** \$72,000.00

**FUND/ACCOUNT:** 53030055-85213

**PUBLICATION DATE:** September 24, 2008

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

<b>Bidder:</b>	<u>General Excavating</u> Lincoln, NE	<u>Diamond Engineering Co.</u> Grand Island NE
<b>Bid Security:</b>	Universal Surety Company	Universal Surety Company
<b>Exceptions:</b>		None
<b>Bid Price:</b>	No Bid	\$37,470.00

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

Catrina DeLosh, PW Admin. Assist.  
Wes Nespor, Assist. City Attorney  
Fred Tustin, WWTP

**P1291**

RESOLUTION 2008-284

WHEREAS, the City of Grand Island invited sealed bids for partial replacement of Sanitary Sewer District No. 16, between 5<sup>th</sup> Street and 6<sup>th</sup> Street, from Wheeler Avenue to Locust Street, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on October 2, 2008 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$37,470.00; and

WHEREAS, The Diamond Engineering Company's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$37,470.00 for partial replacement of Sanitary Sewer District No. 16, between 5<sup>th</sup> Street and 6<sup>th</sup> Street, from Wheeler Avenue to Locust Street is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a contract between the city and such contractor for such sanitary sewer replacement services be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# **City of Grand Island**

**Tuesday, October 14, 2008**

**Council Session**

## **Item G14**

**#2008-285 - Approving Agreement for Funding with the Central  
Nebraska Ethnic Festival**

**Staff Contact: David Springer**



# **Council Agenda Memo**

**From:** David Springer, Finance Director

**Meeting:** October 14, 2008

**Subject:** Approving Funding Contracts for Outside Agencies

**Item #'s:** G-14 through G-23

**Presenter(s):** David Springer, Finance Director

## **Background**

As part of the City's budget process, Outside Agencies were asked to and submitted their budget requests. These were detailed in the Budget in Brief for 2008-2009 and reviewed with Council at the June 17, 2008 Study Session. Resolution #2008-171 approved the funding for the Outside Agencies.

## **Discussion**

Resolutions #2008-285 through #2008-294 are agreements with these agencies to provide their services. No agreement is needed with the Central District Health Department, as there is a current inter-local agreement in place with them which details their services.

## **Alternatives**

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

1. Move to approve the contracts with the Outside Agencies
2. Postpone the issue to future date
3. Modify the Resolution to meet the wishes of the Council

## **Recommendation**

City Administration recommends that the Council approve the Outside Agency agreements.

## **Sample Motion**

Move to approve the Funding Agreements for the Outside Agencies.

**AGREEMENT FOR OFFICE SPACE AND EQUIPMENT  
BETWEEN THE CITY OF GRAND ISLAND  
AND  
THE CENTRAL NEBRASKA ETHNIC FESTIVAL**

THIS AGREEMENT is made and entered into this 9<sup>th</sup> day of Oct, 2008, by and between the CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation and THE CENTRAL NEBRASKA ETHNIC FESTIVAL, hereinafter referred to collectively as "The Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, the Central Nebraska Ethnic Festival provides cultural opportunities for people in the Grand Island community of various ethnic backgrounds; and,

WHEREAS, it is in the best interests of the City of Grand Island to promote ethnic cultural events; and,

WHEREAS, the Central Nebraska Ethnic Festival has organized and operated the Central Nebraska Ethnic Festival; and,

WHEREAS, to organize, promote and operate the festival, it is necessary to provide Central Nebraska Ethnic Festival personnel with access to office space, office equipment and postal services which are available at City Hall.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Office Space.** The City of Grand Island agrees to provide space in City Hall for the use of the Central Nebraska Ethnic Festival personnel to do work in organizing and promoting the festival. Said space may include the non-exclusive use of a cubicle or an office for the purposes of the festival.

2. **Office Equipment.** The City of Grand Island agrees to make office equipment available for the use of the Central Nebraska Ethnic Festival personnel, including access to a photocopier, computer, facsimile and telephone equipment. These items of equipment will be made available on a non-exclusive basis for the use of Festival workers.

3. **Postal Services.** The City of Grand Island will provide the Central Nebraska Ethnic Festival access to the city's postal services available at City Hall and will not require compensation from the Ethnic Festival for postage expense in conducting the business of organizing, promoting and operating the Central Nebraska Ethnic Festival.

4. **Ethnic Festival.** The Central Nebraska Ethnic Festival agrees to organize, promote and operate an Ethnic Festival during the year 2009 to promote diverse ethnic cultures in the Grand Island community that is similar to the 2008 Ethnic Festival.

5. **Term.** The term of this agreement shall be for the period from October 1, 2008, through September 30, 2009, and either party may terminate this agreement upon thirty (30) days notice to the other party.

**CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation**

Dated: \_\_\_\_\_

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

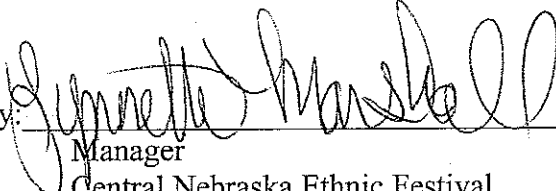
Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form:

\_\_\_\_\_  
Dale M. Shotkoski, City Attorney

**CENTRAL NEBRASKA ETHNIC FESTIVAL,**

Dated: 10/9/08

By:  \_\_\_\_\_  
Manager  
Central Nebraska Ethnic Festival

RESOLUTION 2008-285

WHEREAS, the Central Nebraska Ethnic Festival has planned, coordinated, and conducted an ethnic festival each year for the past ten years to celebrate and support the various ethnic cultures throughout the community; and

WHEREAS, the City of Grand Island has provided office space, supplies, and the use of office equipment to the Central Nebraska Ethnic Festival in support of this annual event; and

WHEREAS, the value of providing such office space, supplies and equipment is approximately \$900; and

WHEREAS, it has been recommended that a contract between the Central Nebraska Ethnic Festival and the City of Grand Island be entered into which outlines the obligations of each party.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a contract be entered into between the City and the Central Nebraska Ethnic Festival to provide office space and supplies, and the use of office equipment to the Central Nebraska Ethnic Festival through September 30, 2009 to plan, coordinate, and conduct the annual Central Nebraska Ethnic Festival.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

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

Attest:

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

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G15

**#2008-286 - Approving Agreement for Funding with the Crisis Center, Inc.**

*This item relates to Consent Agenda Item G-14.*

Staff Contact: David Springer

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **CRISIS CENTER, INC.**, a non-profit agency.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to preserve order and secure persons or property from violence, danger and destruction; and

WHEREAS, the Crisis Center provides a 24-hour per day service for victims of family violence and sexual assault; and

WHEREAS, the City desires to contract with the Crisis Center to perform certain services associated with victims of family violence and sexual assault.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the Crisis Center agree as follows:

1. **RESPONSIBILITIES.** The Crisis Center agrees to perform the following services pursuant to this agreement:

(A) Provide a safe shelter for victims and victims' family members who are in danger or when there is a threat of danger.

(B) Provide emergency and support transportation to enable victims and victims' family members to access law enforcement agencies, medical treatment, necessary support agencies, court hearings, and/or a safer environment.

(C) Provide medical attention, if needed, and obtain prescriptions (if not covered by client's insurance or through Medicaid).

(D) Assist in filing protection orders.

(E) Provide clothing/food to persons forced to leave their home without time to pack belongings.

(F) Provide child care while the victim are seeking housing, jobs, and keeping appointments with human service agencies.

(G) Assist victims in developing plans to address goals, feelings, roadblocks and services in the community.

(H) Provide support to victims during criminal and civil court proceedings.

(I) Provide support groups to address domestic violence, sexual assault, and teen dating violence issues.

(J) Conduct presentations on date rape, dating violence, domestic violence, elder abuse, rape, acquaintance rape, incest, child abuse, and suicide issues and concerns to school groups, civic organizations and governmental agencies.

2. COMPENSATION. In consideration of the Crisis Center performing the services provided for in this agreement, the City agrees to pay the Crisis Center Twelve Thousand Dollars (\$12,000.00). Such amount shall be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2009.

4. LIMITATION. The Crisis Center hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and the Crisis Center notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

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

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

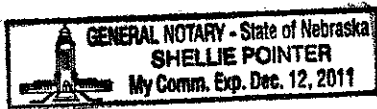
THE CRISIS CENTER, INC.,  
A Non-Profit Agency,

By:  \_\_\_\_\_  
Chairperson of the Board of Directors

STATE OF NEBRASKA                    )  
  ) ss  
COUNTY OF HALL                    )

On September 24, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Annette Schimmer, Chairperson of the Board of Directors of the Crisis Center, Inc., a Non-Profit Agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Shellie Pointer  
Notary Public



R E S O L U T I O N   2008-286

WHEREAS, the City is authorized by state law to contract with The Crisis Center, Inc., a non-profit agency, to provide services to victims of family violence and sexual assault; and

WHEREAS, the City desires to enter into a contract with the Crisis Center to provide such services to victims of family violence and sexual assault; and

WHEREAS, the City shall provide funding to the Crisis Center in the amount of \$12,000 during fiscal year 2008-2009 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and The Crisis Center, Inc. to provide services to victims of family violence and sexual assault.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 14, 2008.

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

Attest:

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

Approved as to Form <input type="checkbox"/> _____ October 9, 2008 <input type="checkbox"/> City Attorney
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# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G16

### **#2008-287 - Approving Agreement for Funding with the Clean Community System**

*This item relates to Consent Agenda Item G-14.*

Staff Contact: David Springer

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA - CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts three to four times per year on environmental issues.

(B) Develop and print 20,500 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS twenty thousand dollars (\$20,000.00). Payment shall be made upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2009.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

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

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

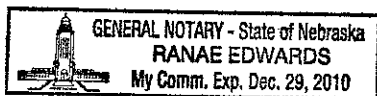
GRAND ISLAND AREA - CLEAN  
COMMUNITY SYSTEM

By:  \_\_\_\_\_  
Betty Curtis, Executive Coordinator

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On October 6, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Betty Curtis, Executive Coordinator for the Grand Island Area - Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Ranae Edwards  
Notary Public

R E S O L U T I O N   2008-287

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act; and

WHEREAS, the City desires to contract with Grand Island Area - Clean Community System to perform certain services associated with environmental education which are required by the Integrated Solid Waste Management Act; and

WHEREAS, the City agrees to pay Grand Island Area - Clean Community System \$20,000 for performing agreed upon services during the 2008-2009 fiscal year as outlined in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, the agreement by and between the City and Grand Island Area - Clean Community System to perform services associated with environmental education.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 14, 2008.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G17

**#2008-288 - Approving Agreement for Funding with the Grand Island Area Council for International Visitors**

*This item relates to Consent Agenda Item G-14.*

Staff Contact: David Springer

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **GRAND ISLAND AREA COUNCIL FOR INTERNATIONAL VISITORS**, a non-profit agency, hereinafter referred to as "CIV".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, CIV designs and implements professional programs and provides cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars; and

WHEREAS, the City desires to contract with CIV to coordinate visits from international guests in promoting the various aspects of the community.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and CIV agree as follows:

1. **Responsibilities.** CIV shall maintain a group of trained persons available to coordinate arrangements with international guests to promote the Grand Island community. The City will provide administrative assistance in compiling press releases, providing agendas and fax services.

2. **Compensation.** In consideration of CIV performing the services provided for in this agreement, the City agrees to pay CIV One Thousand Dollars (\$1,000.00). Such amount to be paid upon the execution of this agreement by all parties, and approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2009.

4. **Limitation.** CIV hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and CIV notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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



CITY OF GRAND ISLAND, NEBRASKA,  
A municipal corporation,

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

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

GRAND ISLAND AREA COUNCIL FOR  
INTERNATIONAL VISITORS, a Nebraska  
non-profit agency,

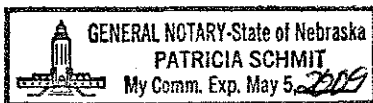
By: Jon E. Heinrich  
President

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On September 26, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jon E. Heinrich, President of the Grand Island Area Council for International Visitors, a Nebraska non-profit agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Patricia Schmit  
Notary Public



RESOLUTION 2008-288

WHEREAS, the City is authorized by state law to contract with the Grand Island Area Council For International Visitors, a non-profit agency, to provide cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars in promoting the various aspects of the Grand Island community; and

WHEREAS, the City desires to enter into a contract with the Grand Island Area Council for International Visitors to provide such services; and

WHEREAS, it is recommended that the City provide funding to the Grand Island Area Council for International Visitors in the amount of \$1,000 during fiscal year 2008-2009 for performing agreed upon services as outlined in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and the Grand Island Area Council for International Visitors to provide funding in the amount of \$1,000 in support of cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars in promoting the various aspects of the Grand Island community.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 14, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G18

**#2008-289 - Approving Agreement for Funding with the  
Convention & Visitors Bureau**

*This item relates to Consent Agenda Item G-14.*

Staff Contact: David Springer

## AGREEMENT

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of September, 2008, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **GRAND ISLAND HALL COUNTY CONVENTION & VISITORS BUREAU**, a non-profit agency, hereinafter referred to as "CVB".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, CVB promotes and markets convention business and tourism to the Grand Island/Hall County area; and

WHEREAS, the City desires to contract with CVB to continue coordination efforts to attract and pursue such convention business and tourists to this area.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and CVB agree as follows:

1. **Responsibilities.** CVB shall market and promote the City of Grand Island for the purpose of attracting convention business and tourists to the Grand Island community.
2. **Compensation.** In consideration of CVB performing the services provided for in this agreement, the City agrees to pay CVB Ten Thousand Dollars (\$10,000.00). Such amount to be paid upon the execution of this agreement by all parties, and approval of this agreement by the Grand Island City Council.
3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2009.
4. **Limitation.** CVB hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.
5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and CVB notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,  
A municipal corporation,

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

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

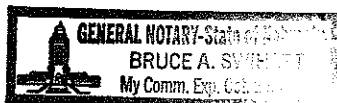
GRAND ISLAND HALL COUNTY  
CONVENTION AND VISITORS  
BUREAU, a Nebraska non-profit agency,

By: Renee A. Seifert  
Renee A. Seifert, Executive Director

STATE OF NEBRASKA       )  
                                      ) ss  
COUNTY OF HALL        )

On Sept 25, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Renee A. Seifert, Executive Director of the Grand Island Hall County Convention and Visitors Bureau, a Nebraska non-profit agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Bruce A. Swinert  
Notary Public

RESOLUTION 2008-289

WHEREAS, the City is authorized by state law to contract with the Grand Island Hall County Convention and Visitors Bureau, a non-profit agency, to market and promote tourism and convention activities in the area; and

WHEREAS, the City desires to enter into a contract with the Grand Island Hall County Convention and Visitors Bureau to provide such services; and

WHEREAS, it is recommended that the City provide funding to the Grand Island Hall County Convention and Visitors Bureau in the amount of \$10,000 during fiscal year 2008-2009 for performing agreed upon services as outlined in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and the Grand Island Hall County Convention and Visitors Bureau to provide funding in the amount of \$10,000 in support of tourism and convention activities in the Grand Island area.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 14, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G19

**#2008-290 - Approving Agreement for Funding with Izaak Walton  
Kids Fishing Derby**

*This item relates to Consent Agenda Item G-14.*

Staff Contact: David Springer

## AGREEMENT

THIS AGREEMENT is made and entered into this 29 day of SEPT, 2008, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **"IZAACK WALTON KIDS FISHING DERBY"**, hereinafter referred to as the Fishing Derby.

WHEREAS, the City desires to contract with the Fishing Derby to increase public awareness of fishing, to encourage youth to experience the sport first hand and to advocate an alternative activity to drugs and alcohol.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Fishing Derby agrees to perform the services as set forth in Resolution 2008-171.

COMPENSATION. In consideration of the Fishing Derby performing the services provided for in this agreement, the City agrees to pay the Fishing Derby two thousand dollars (\$2,000.00). Payment shall be made upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2009.

LIMITATION. The Fishing Derby hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and the Fishing Derby notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation;

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

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



"IZAACK WALTON KIDS  
FISHING DERBY"

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

John Meister, Director

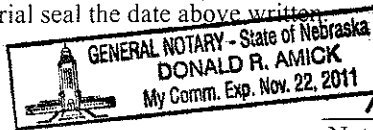
STATE OF NEBRASKA )

) ss

COUNTY OF HALL )

On 9/29, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Meister, Director of "Izaak Walton Kids Fishing Derby", known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



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

RESOLUTION 200-290

WHEREAS, in June, 2008, the eleventh annual ‘Izaak Walton Kids Fishing Derby’ was held at the Nebraska Veterans Home Lake in Grand Island; and

WHEREAS, the goal of this event is to increase public awareness of fishing, to encourage youth to experience the sport first hand, and to advocate an alternative activity to drugs and alcohol; and

WHEREAS, the City agrees to pay the Fishing Derby \$2,000 for performing agreed upon services during the 2008-2009 fiscal year as outlined in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, the agreement by and between the City and the Fishing Derby to perform services to increase public awareness of fishing, to encourage youth to experience the sport first hand, and to advocate an alternative activity to drugs and alcohol.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 14, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐
October 9, 2008	☐ City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G20

**#2008-291 - Approving Agreement for Funding with Hope Harbor**

*This item relates to Consent Agenda Item G-14.*

Staff Contact: David Springer

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **HOPE HARBOR**, a Nebraska non-profit corporation.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, Hope Harbor provides a variety of services to needy, homeless and near homeless families located in Grand Island; and

WHEREAS, the City desires to contract with Hope Harbor to assist in the costs of providing a transitional shelter for the needy, homeless and near homeless families of this community, and for providing emergency services to such individuals.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and Hope Harbor agree as follows:

1. **Responsibilities.** Hope Harbor agrees to provide and maintain a transitional shelter for the needy, homeless and near homeless families of the Grand Island community, and shall continue to provide emergency services and referrals to the needy and other service providers.

2. **Compensation.** In consideration of Hope Harbor performing the services provided for in this agreement, the City agrees to pay Hope Harbor Four Thousand Five Hundred Dollars (\$4,500.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2009.

4. **Limitation.** Hope Harbor hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2008-2009 fiscal year.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and Hope Harbor notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,  
A municipal corporation,

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

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

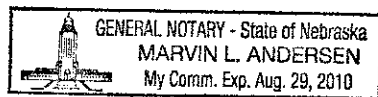
HOPE HARBOR,  
A Nebraska non-profit corporation,

By: *Barb Ernst*  
Executive Director

STATE OF NEBRASKA           )  
  ) ss  
COUNTY OF HALL           )

On September 25, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Barb Ernst, Executive Director of Hope Harbor, a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



*Marvin L. Andersen*  
Notary Public

R E S O L U T I O N   2008-291

WHEREAS, the City is authorized by state law to contract with Hope Harbor, formerly known as Community Humanitarian Resource Center, a non-profit agency, to assist in the operation of a transitional homeless shelter, emergency services and referrals to the needy and other service providers in the Grand Island area; and

WHEREAS, the City desires to enter into a contract with Hope Harbor to provide such services; and

WHEREAS, the City shall provide funding to Hope Harbor in the amount of \$4,500 during fiscal year 2008-2009 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Hope Harbor to assist in the operation of the transitional homeless shelter in Grand Island, and to offer emergency services and referrals to the needy and other service providers in the Grand Island area.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 14, 2008.

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

Attest:

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

Approved as to Form <input type="checkbox"/> _____ October 9, 2008 <input type="checkbox"/> City Attorney
--



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G21

**#2008-292 - Approving Agreement for Funding with the Grand Island Multicultural Coalition**

*This item relates to Consent Agenda Item G-14.*

Staff Contact: David Springer

## AGREEMENT

THIS AGREEMENT is made and entered into this 25 day of September, 2008, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **THE MULTICULTURAL COALITION**, a Nebraska non-profit corporation.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, The Multicultural Coalition was formed to respond to the needs of the increasingly culturally diverse city of Grand Island; and

WHEREAS, the City desires to contract with The Multicultural Coalition to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services, and stretches limited financial resources of service providers.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and CHRC agree as follows:

1. **Responsibilities.** The Multicultural Coalition agrees to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services, and stretches limited financial resources of service providers.

2. **Compensation.** In consideration of The Multicultural Coalition performing the services provided for in this agreement, the City agrees to pay The Multicultural Coalition Ten Thousand Dollars (\$10,000.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2009.

4. **Limitation.** The Multicultural Coalition hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2008-2009 fiscal year.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and The Multicultural Coalition notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.



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

CITY OF GRAND ISLAND, NEBRASKA,  
A municipal corporation,

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

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

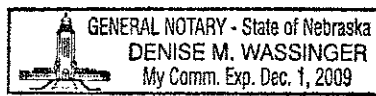
THE MULTICULTURAL COALITION,  
a Nebraska non-profit corporation,

By: O. PÉREZ  
Odalys Perez, Director

STATE OF NEBRASKA       )  
                                      ) ss  
COUNTY OF HALL        )

On September 25th, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Odalys Perez, Director of The Multicultural Coalition, a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



[Signature]  
Notary Public

RESOLUTION 2008-292

WHEREAS, the City is authorized by state law to contract with The Multicultural Coalition, a non-profit agency, to provide for the needs of the increasingly culturally diverse city of Grand Island; and

WHEREAS, the City desires to enter into a contract with The Multicultural Coalition to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services and stretches limited financial resources of service providers; and

WHEREAS, the City shall provide funding to The Multicultural Coalition in the amount of \$10,000 during fiscal year 2008-2009 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and The Multicultural Coalition to provide services to the increasingly culturally diverse City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 14, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G22

### **#2008-293 - Approving Agreement for Funding with the Retired Senior Volunteer Program**

*This item relates to Consent Agenda Item G-14.*

Staff Contact: David Springer

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **RETIRED SENIOR VOLUNTEER PROGRAM**, hereinafter referred to as "RSVP".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-255 to contract with state agencies, political subdivisions, and private non-profit agencies to plan, initiate, operate, maintain, administer funding for, and evaluate facilities, programs and services designed to meet the needs of elderly persons; and

WHEREAS, RSVP provides volunteer services of persons 55 years of age and older to various non-profit agencies and groups that provide needed services to our community; and

WHEREAS, the City desires to contract with RSVP to perform certain voluntary services for various non-profit agencies and groups.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and RSVP agree as follows:

1. **Responsibilities.** RSVP agrees to perform the following services pursuant to this agreement:

*Contracted with the City of Grand Island, Nebraska*

(A) Provide volunteer services of persons 55 years of age and older to various non-profit agencies and groups in response to community needs.

(B) Meet with volunteers to determine areas of interest and talents for placement with non-profit organizations.

(C) Provide recognition to the volunteers for their efforts.

(D) Maintain documentation on reimbursement of volunteer expenses relating to travel and insurance.

(E) Provide staff, equipment and supplies to continue the program.

2. **Compensation.** In consideration of RSVP performing the services provided for in this agreement, the City agrees to pay RSVP Ten Thousand Dollars (\$10,000.00). Such amount to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2009.

4. **Limitation.** RSVP hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and RSVP notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,  
A municipal corporation,

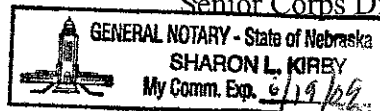
By: \_\_\_\_\_  
Margaret Hornady, Mayor

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

RETIRED SENIOR VOLUNTEER  
PROGRAM, a non-profit agency,

By: *Ladonna Q. Cords*  
Senior Corps Director

STATE OF NEBRASKA       )  
                                      ) ss  
COUNTY OF HALL        )



On September 29<sup>th</sup>, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ladonna Cords, Senior Corps Director for the Retired Senior Volunteer Program, a Non-Profit Agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

*Sharon L. Kirby*  
Notary Public

RESOLUTION 2008-293

WHEREAS, the City is authorized by state law to contract with Retired Senior Volunteer Program, a non-profit agency, to provide volunteer services of persons 55 years of age and older to various non-profit agencies and groups that provide needed services to our community; and

WHEREAS, the City desires to enter into a contract with Retired Senior Volunteer Program to provide such services; and

WHEREAS, the City shall provide funding to Retired Senior Volunteer Program in the amount of \$10,000 during fiscal year 2008-2009 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Retired Senior Volunteer Program to provide volunteer services of persons 55 years of age and older to various non-profit agencies and groups in response to community needs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 14, 2008.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G23

**#2008-294 - Approving Agreement for Funding with Senior Citizens Industries, Inc.**

*This item relates to Consent Agenda Item G-14.*

Staff Contact: David Springer

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **SENIOR CITIZENS INDUSTRIES, INC.**, a Nebraska non-profit corporation, hereinafter referred to as "SCI".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-255 to contract with state agencies, political subdivisions, and private non-profit agencies to plan, initiate, operate, maintain, administer funding for, and evaluate facilities, programs and services designed to meet the needs of elderly persons; and

WHEREAS, SCI provides a variety of services to elderly and handicapped individuals; and

WHEREAS, the City desires to contract with SCI to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and SCI agree as follows:

1. **Responsibilities.** SCI agrees to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.
2. **Compensation.** In consideration of SCI performing the services provided for in this agreement, the City agrees to pay SCI Fifteen Thousand Dollars (\$15,000.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.
3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2009.
4. **Limitation.** SCI hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2008-2009 fiscal year.
5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and SCI notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.



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

CITY OF GRAND ISLAND, NEBRASKA,  
A municipal corporation,

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

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

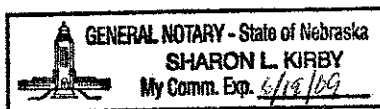
SENIOR CITIZENS INDUSTRIES, INC.,  
a Nebraska non-profit corporation,

By: Lois Steinike  
Lois Steinike, Executive Director

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On October 2<sup>nd</sup>, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lois Steinike, Executive Director of the Senior Citizens Industries, Inc., a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Sharon L. Kirby  
Notary Public

R E S O L U T I O N   2008-294

WHEREAS, the City is authorized by state law to contract with Senior Citizens Industries, Inc., a Nebraska non-profit corporation, to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals; and

WHEREAS, the City desires to enter into a contract with Senior Citizens Industries, Inc. to provide such services; and

WHEREAS, the City shall provide funding to Senior Citizens Industries in the amount of \$15,000 during fiscal year 2008-2009 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Senior Citizen Industries, Inc. to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 14, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, October 14, 2008**

**Council Session**

## **Item G24**

**#2008-295 - Approving Contract with Central Nebraska Humane Society for Animal Control**

**Staff Contact: Jeff Pederson**

# **Council Agenda Memo**

**From:** Jeff Pederson, City Administrator

**Meeting:** October 14, 2008

**Subject:** Agreement with Central Nebraska Humane Society for Animal Control Services

**Item #'s:** G-24

**Presenter(s):** Jeff Pederson, City Administrator

## **Background**

Submitted for your consideration is an Agreement between the City of Grand Island and the Central Nebraska Humane Society for animal control services. The Agreement is an annual agreement renewable for four additional terms. The Agreement outlines the services to be performed by the CNHS for an annual payment of \$314,500. The Agreement contains a price escalator for subsequent renewal(s).

## **Discussion**

The current Agreement between the City and CNHS expired September 30. The new Agreement is brought forward along with the several other agreements for Agency Funding. The previous Agreement included an annual compensation of \$238,000 plus retention of an estimated \$58,000 in annual pet license fees by the CNHS. Under the new Agreement, the City will retain pet license revenues. The new annual payment of \$314,500 is arrived at by taking the combined payment to the CNHS and fee retention of the previous Agreement, and adding 6%.

A list of significant changes to terms of the previous Agreement is attached to the proposed Agreement.

## **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 Administrator recommends that the Council approve the Agreement between the City and CNHS for Animal Control Services.

### **Sample Motion**

Move to approve the Agreement between the City and CNHS for Animal Control Services for the period of October 1, 2008-September 30, 2009.

## **SIGNIFICANT CHANGES TO AGREEMENT WITH CNHS FOR ANIMAL CONTROL SERVICES**

1. (f) The previous agreement had a 200 lb. limit on the requirement for collection and disposal of dead animals. The practice has been for the City Street Department to assist in removal of animals that are beyond the capability of the CNHS to handle. The new Agreement identifies a weight limit that reflects the CNHS capacity, and formalizes the current practice of City assistance.

(g). The previous agreement had a weight limitation of 200 lbs. for collection and removal of animals running at large. The new agreement has no weight limitation.

(o) The previous requirement for the CNHS to file an annual activity report has been changed to require the filing of a quarterly activity report. The new agreement sets forth specific requirements for the report in Exhibit C.

3. (c) The new agreement identifies a price escalator for annual renewal terms. The escalator is the combined average of the consumer price index and the municipal cost index for the Midwest region. The municipal cost index typically runs higher than CPI, as it reflects a bit more on the cost of municipal service delivery in areas such as labor and fuel. The combined average of the two from August 2007 to August 2008 is 6.7%. This would be expected to be a high year, with increased costs of fuel for vehicles and heat having a major impact.

(d) The new Agreement requires the CNHS to return all pet license fees to the City on a quarterly basis. Under the previous agreement, the CNHS retained license fees as part of its compensation. It is my intention to work with the CNHS and animal service providers in the area to increase pet license sales (compliance) as well as to increase the revenue to the City associated with that fee.

(f) The new agreement contains a requirement for the CNHS and the City to conduct performance review meetings a minimum of three times per year. There was no such meeting requirement under the previous agreement.

## **AGREEMENT**

THIS AGREEMENT is made on \_\_\_\_\_, 2008 by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as the “City” and CENTRAL NEBRASKA HUMANE SOCIETY, INC., a Non-Profit Corporation, hereinafter referred to as the “CNHS”.

1. STATEMENT OF PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which the “CNHS” shall administer and enforce the ordinances of the City pertaining to animals in accordance with the parties mutual objectives and principles. It is agreed that humane treatment of animals, protection of the public, and compliance with the law are the primary objective s of enforcement.
2. “CNHS” DUTIES. In the performance of this Agreement, the “CNHS” shall have the following duties:
  - a) The “CNHS” shall furnish, maintain and operate an animal control shelter with equipment, supplies and facilities to be utilized in connection with the “CNHS’s” performance of this Agreement.
  - b) The animal control shall remain open during all normal business hours of the “CNHS” which are hereby defined as Tuesday through Friday from 10:00 a.m. to 6:00 p.m., Saturday, Sunday and Monday from 1:00 to 5:00 pm excluding holidays as observed by the City of Grand Island except those which shall fall on a weekend at which time the shelter shall also be closed on the day of observation by the City as well as the holiday itself. The “CNHS” shall maintain its business telephone and records at the animal control shelter and shall provide all services in the ordinary course of business in a courteous and efficient manner.

c) The “CNHS” shall employ at least three full time officers and such additional personnel as is necessary to fulfill the requirements of this contract, and provide at least one truck for the purpose of staffing the animal control shelter and providing services in the administration and enforcement of City Ordinances pertaining to animals within the city limits of Grand Island. At least one Animal Control Officer shall be on duty during all business hours of the “CNHS”. Animal Control Officer hours shall be from April 1 through October 31 (in coordination with daylight saving time change) of each year, Monday through Friday from 7:00 a.m. until 7:00 p.m., and on Saturday and on Sunday from 8:00am to 5:00pm. Duty hours from November 1 through March 31 shall be Monday through Friday from 7:00 a.m. to 6:00 p.m. and Saturdays from 8:00 a.m. to 2:00 p.m. and Sundays from 8:00 a.m. to 12:00 noon. An Animal Control officer shall be on-call for emergency purposes at all times that the Animal Control officer is not regularly scheduled. The name and telephone number of said on-call Animal Control officers shall be maintained with the Communication Center. “CNHS” will notify the City of changes of scheduled Animal Control Officer hours at least 10 days prior to any change. No reduction in the number of scheduled hours will be made without the consent of the City.

d) “CNHS” will provide employees and equipment on standby for emergency services such as bite cases, ill/injured animal cases, potentially dangerous or dangerous animals as defined by the Grand Island City Code, picking up and transporting animals that have been confined, and bite/rabies investigation.

e) Animal Control Officer shall investigate during normal business hours complaints concerning violations of the City’s Animal Ordinances and shall take such steps as are necessary to administer and enforce said ordinances.

f) During business hours, the “CNHS” shall collect and dispose of all 75 pounds and under deceased animals except domestic livestock found upon City streets, alleys, avenues or other property



owned by or controlled by the City. "CNHS" will coordinate with City Street Department for the removal of deceased animals larger than "CNHS" equipment capacity.

g) During regular business hours and during daylight savings time on-call hours, "CNHS" shall collect and remove domestic animals and other animals found running at large within the corporate limits of the City and return such animals to their owners or impound and care for such animals in a humane manner.

h) The "CNHS" shall coordinate receipt of pet license taxes and issue annual pet licenses at the animal shelter "CNHS" pursuant to the City Animal Code or as they may be able to arrange, and shall maintain animal records. The City shall pay the supply expenses in connection with pet licensing.

i) The "CNHS" shall retain all fees collected from the impounding, boarding, observation, adoption, redemption or sale of animals found within the corporate limits of the City. Animals held by the "CNHS", in its capacity of Animal Control, for City litigation purposes for a period in excess of thirty (30) calendar days, shall incur a fee of \$16.05 per day, which the "CNHS" shall bill monthly to the City, and the City shall remit payment therefore within fourteen (14) days until legal proceedings have been determined or surrender on the animal. It is agreed that this fee will not apply to instances where an animal is being held for rabies observation.

j) The "CNHS" shall provide adoption services pursuant to its published policies, procedures and mission statement, and in compliance with any applicable holding requirement contained within City Code.

k) The Animal Control Officers shall be empowered to issue warning citations in connection with the performance of their duties and refer complaints and requests for prosecution for violations of the City Animal Code to the City Attorney.

l) The "CNHS" shall maintain written policies and procedures with respect to its performance of this Agreement, a current copy of which shall be maintained on file with the City Clerk. A current

set of written policies and procedures is attached hereto as Exhibit “A” and made a part hereof by reference. All future amendments to the written policies and procedures shall be submitted to the Grand Island Mayor for his/her comment and input at least thirty (30) days prior to implementation except in instances of an emergency.

m) The “CNHS” shall maintain a published list of charges for all its services and products; a current copy of which shall be maintained with the City Clerk. A current copy of charges for services and products is attached hereto as Exhibit “B” and made a part hereof by reference. All future amendments to the list of charges shall be submitted to the Mayor for his/her comment and recommendations at least twenty (20) days prior to their institution except in instances of an emergency.

n) The “CNHS” shall collect all fees in connection with its performance of this Agreement, and maintain complete financial records concerning its receipts and expenditures in connection with the performance of this Agreement and shall provide copies of current financial statements upon request.

o) The “CNHS” shall file a quarterly activity report with the City Clerk concerning its activity in connection with its performance of this Agreement. Specific requirements for the quarterly report are set forth in Exhibit C.

p) The “CNHS” and the “City” shall maintain written records of all citizen complaints of significant nature relating to animals and the operations of Animal Control within the corporate limits of the City. Copies of complaints shall be sent to the City Administrator when received at “CNHS”. Complaints received by the City will be reviewed by the City Administrator and brought to the attention of the CNHS when deemed appropriate.

q) The “CNHS” shall impound all animals which have bitten or are suspected of biting any person for the number of days required by the City’s ordinances and State Statutes in order that such animal may be observed for rabies. The “CNHS” shall report all bites to the Central District Health

Department within five (5) days and shall file copies of any medical reports it receives in connection with suspected bites with the said department. The Central District Health Department shall be the ultimate responsible agency for rabies control.

r) The “CNHS” shall purchase and maintain during the term of this Agreement or its renewals, insurance providing the following coverage and shall file certificates of insurance with the City Clerk:

(1) Employee’s liability and Workmen’s Compensation Insurance if required by laws of the State of Nebraska.

(2) Automobile public liability and property damage insurance with minimum limits of \$1,000,000 single limit.

(3) Public liability insurance, including premises insurance for the animal shelter, with minimum limits of \$1,000,000 single limit and the City shall be listed as an additional named insured. Said certificates of insurance shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled.

3. CITY’S DUTIES. In the performance of this Agreement, the City shall have the following duties:

a. The City shall cooperate with the “CNHS” whenever necessary to aid in the enforcement and administration of the City’s Animal Ordinances.

b. The Communication Center will receive telephone calls concerning violations of the City’s Animal Ordinances at all times. The Animal Control Officer will only respond to after-hours calls if they are defined as “Priority One calls”. The term “Priority One” calls are further defined on Exhibit D.

c. During the term of this Agreement or its renewal terms, the City shall pay to the “CNHS” the amounts authorized by the Mayor and City Council as shown in its adopted budgeted

statements and annual appropriation ordinances. The amount of \$314,500 shall be paid annually in twelve (12) equal monthly installments of \$26,208.33 beginning in October of each year. Renewal terms of this agreement shall contain a price escalator that shall be based on the combined average of the Municipal Cost Index and the Consumer Price Index for the Midwest Region of the US.

d. The "CNHS" and the City shall cooperate in the issuance of annual pet licenses. "CNHS shall sell pet licenses and shall remit to the "City" a quarterly record of licenses issued along with the full amount of license fees collected for the period. The "City" shall sell and receive pet license taxes through its Finance Department, shall transmit to the "CNHS" a quarterly record of annual pets licenses issued.

e. The City shall inform the "CNHS" of any revisions or amendments to the City's Animal Ordinance.

f. During the period that this Agreement is in effect, the City and the CNHS shall conduct meetings a minimum of three times per year for the purpose of reviewing the performance of the CNHS in connection with the Agreement. For the purposes of such meetings, the representatives shall be the Executive Director (or his/her designee) and the City Administrator (or his/her designee).

4. FORTHWITH, CONTRACTS WITH OTHER ENTITIES. The "CNHS" agrees to refrain from performing the function of animal control or performing the duties set forth in this Agreement for any other jurisdiction or political subdivision until such time as the "CNHS" has written agreements with such other entity. The "CNHS" shall maintain on file with the Grand Island City Clerk current copies of its written Agreements with other jurisdictions or political subdivisions.

5. TERM OF AGREEMENT. This Agreement shall take effect upon its approval by the City Council and execution by the Mayor and shall continue in full force and effect through September 30, 2009. This Agreement shall be automatically renewable annually for not more than four (4) additional one-year terms. It is specifically agreed and understood that either party shall have the

right to terminate this Agreement at any time by giving the other party sixty (60) days written notice in advance of the termination date.

6. ANNUAL PET LICENSE TAXES. The annual pet license taxes shall be established by the City Council. All other fees and charges in connection with the performance of this Agreement shall be established by the “City” subject to comment and input by the “CNHS” as set forth herein except in instances of an emergency.

7. PUBLIC EDUCATION AND CONDUCT. The “CNHS” shall respond and investigate complaints of violations of the Grand Island Animal Ordinance in a courteous and efficient manner and shall endeavor to educate citizens regarding the City’s Animal Ordinance, the humane treatment of animals, and the reasons for the applicable policies and actions in the course of daily contact with the public.

8. CHOICE OF LAWS. This Agreement shall be construed in accordance with the Grand Island City Code and the laws of the State of Nebraska.

9. INDEMNIFICATION. The “CNHS” will indemnify and save harmless the City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the “CNHS”, its contractors, agents or servants in connection with the operation of the shelter or in the performance of related duties. “CNHS” shall inform all persons using or being upon the said premises, or dealing thereat, of the non-liability of the City of any act or neglect of the “CNHS” by posting and adequate number of notices to that effect in, about, or on said premises.

10. ASSIGNMENT. The “CNHS” shall not assign its rights under this Agreement without the expressed prior written consent of the City. The “City” shall not assign its rights under this Agreement without the expressed prior written consent of the City.

11. INDEPENDENCE OF "CNHS". The "CNHS", its officers, employees, agents, and volunteers, shall act in an independent capacity during the term of this agreement and not as officers, employees, agents or volunteers of the City.

12. EQUAL EMPLOYMENT AND NON-DISCRIMINATION. The "CNHS" is an Equal Opportunity Employer. It is the intent of the "CNHS" to provide equal employment opportunity in its employment practices for all persons and will not discriminate on the basis of race, color religion, sex, sexual orientation, age or national origin, or against any qualified handicapped/disable individual

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the "CNHS" and City notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

Attest:

CITY OF GRAND ISLAND, NEBRASKA  
Municipal Corporation,

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

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

Approved as to form by City Attorney \_\_\_\_\_

Approved by Resolution 2008-\_\_\_\_\_

Attest:

CENTRAL NEBRASKA HUMANE SOCIETY, INC.,  
A Non-Profit Corporation

\_\_\_\_\_  
President

APPROVED IN FORM

Attest:

CENTRAL DISTRICT HEALTH DEPARTMENT

\_\_\_\_\_

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

Exhibit A

**PRIORITY # 1 CALLS - RESPONSE is 24/7**  
**FOR**  
**"AGENCY ASSISTANCE"**

**AGENCY ASSISTANCE** is request for police, sheriff, state patrol, fire or health department, etc.

**DISPATCH ACTION and INFORMATION NEEDED:**

From the Agency requesting Animal Control will respond to ALL calls at ALL times.

- 1. NAME OF DEPARTMENT REQUESTING ASSISTANCE?**
- 2. WHAT TYPE OF ASSISTANCE IS REQUIRED?**
- 3. WHAT IS THE ADDRESS?**
- 4. NAME OF CONTACT AT SITE?**
- 5. PERINTENT INFORMATION FOR ANIMAL CONTROL OFFICER *i.e.* hazardous material, specific equipment needed, warrant, etc.**

**CALL ANIMAL CONTROL OFFICERS WORK CELL PHONE FIRST.**

H # 56 - Lead Animal Control Officer

**Steve White** - work c# - 308-379-1042, home c#

1. H # 57 - work c# - 308-379-1042, home # -
2. H # 58 - work c # - 308-390-9366, home # -
3. H # 59 - work c# - 308-380-9678, home # -

Executive Director

**5. Laurie Dethloff** - work c# - 308-380-9558, home p # - 308-381-0065



## **PRIORITY # 1 CALLS - RESPONSE is 24/7**

FOR

### **"BITES"**

**BITE** calls are a Priority #1 call for Animal Control to ensure the public's safety and health.

**PLEASE NOTE:** Medical attention is **very important** – **washing** the injury can limit the infection potential. Required medical attention; is contacting family physician. Minor wounds should be washed with soap and water for (5) five minutes.

#### **DISPATCH ACTION:**

Animal Control Officers will respond to ALL bite calls at All times.

#### **INFORMATION NEEDED:**

1. DID THE BITE BREAK THE SKIN?
2. WHAT DATE AND TIME DID THE BITE OCCUR?
3. IS IMMEDIATE MEDICAL ATTENTION NEEDED?
4. WHERE IS THE VICTIM (at home, hospital, etc.)?
5. IS TRANSPORTATION AVAILABLE (if required)?
6. WHAT IS THE LOCATION AND DESCRIPTION OF THE ANIMAL?
7. IS THE ANIMAL CONFINED?
8. WHAT IS NAME AND ADDRESS OF PERSON MAKING THE CALL?
9. WHAT IS THE ANIMALS' OWNER NAME AND ADDRESS?

#### **DIRECTIONS TO BE GIVEN CALLER:**

1. IS TRANSPORTATION FOR THE VICTIM REQUIRED? CALL AMBULANCE, ANIMAL CONTROL OFFICER CAN NOT TRANSPORT VICTIM.
2. MEDICAL ATTENTION REQUIRED; CONTACT THEIR FAMILY PHYSICIAN. **MINOR WOUNDS** - SHOULD BE WASHED WITH SOAP AND WATER FOR (5) FIVE MINUTES.
3. INFORM CALLER THAT ANIMAL CONTROL AND POLICE WILL MAKE CONTACT WITH VICTIM AND WITNESSES.

### **PRIORITY # 1 CALL FOR AFTER HOURS AND HOLIDAYS**

**CALL ANIMAL CONTROL OFFICERS WORK CELL PHONE FIRST.**

1. **Justin Bradley** - # 57 – work c# - 308-379-1042, home p# 402-631-7580
2. **Steve White** - # 58 - work c # - 308-390-9366, home c # - 308-325-6145
3. **Michael Valdez** - # 59 - work c# - 308-380-9678, home c# - 308-380-4495

Shelter Manager / Lead Animal Control Officer

4. **Jane Kuehn** - work c# - 308-379-1042, home c# - 308-380-8427

Executive Director

5. **Laurie Dethloff** - work c# - 308-380-9558, home p # - 308-381- 0065

**PRIORITY # 1 CALLS - RESPONSE is 24/7**  
**FOR**  
**"CRUELTY"**

**CRUELTY** generally refers to animals that are beaten, tortured, burned, mutilated or killed. Do not try to move the animal, unless necessary. BE CAREFUL NOT TO BE BITTEN.

If injury is also, caused by **ILLEGAL ACTION** *i.e.* **shooting, trapping, poisoning, fighting**, have the witnesses remain at the scene or get names and addresses of witnesses. Agency Assistance request for police, sheriff, state patrol, fire or health department, etc

**DISPATCH ACTION:** Animal Control Officer will respond to ALL calls at ALL times.

**INFORMATION NEEDED:**

1. IS THE ANIMAL IN IMMEDIATE DANGER?
2. DESCRIPTION OF ANIMAL?
3. LOCATION OF ANIMAL?
4. NAME AND ADDRESS OF OWNER, IF KNOWN?
5. NAME AND ADDRESS OF ABUSER, IF KNOWN?
6. WHAT TYPE OF CRUELTY? beaten, tortured, burned, mutilated or killed.
7. NAME, ADDRESS AND PHONE NUMBER OF CALLER?
8. NAME, ADDRESS AND PHONE NUMBER OF WITNESSES?

**CALL ANIMAL CONTROL OFFICERS WORK CELL PHONE FIRST.**

1. Justin Bradley - # 57 – work c# - 308-379-1042 home p# 402-631-7580
2. Steve White - # 58 work c # - 308-390-9366, home c # - 308-325-6145
3. Michael Valdez - # 59 - work c# - 308-380-9678, home c# - 308-380-4495

Shelter Manager / Lead Animal Control Officer

4. Jane Kuehn - work c# - 308-379-1042, home c# - 308-380-8427

Executive Director

5. Laurie Dethloff - work c# - 308-380-9558, home p # - 308-381-0065

**PRIORITY # 1 CALLS - RESPONSE is 24/7**  
FOR  
**“INJURED ANIMAL”**

**INJURED** animals even family pets can bite when in pain. Do not try to move the animal, unless necessary. BE CAREFUL NOT TO BE BITTEN. If the caller is the owner of the injured animal have them call their Veterinarian. Animal Control Officers **should not** transport the animal. **IF** transportation is requested (911 **please, do not suggest**) if necessary the Animal Control will charge a transporting fee of \$25.00.

If injury is caused by **ILLEGAL ACTION** *i.e. shooting, trapping, poisoning, fighting*, have the witnesses remain at the scene or get names and addresses of witnesses.

**DISPATCH ACTION:** Animal Control will respond to ALL injured animal calls at ALL times, some types of wildlife.

1. LOCATION OF ANIMAL?
2. TYPE AND DESCRIPTION OF THE ANIMAL?
3. IS THE OWNER OF THE ANIMAL KNOWN?
4. WHAT IS CAUSE AND EXTENT OF THE INJURY? (If illegal, notify police, sheriff, state patrol)
5. IS THE ANIMAL SUFFERING?
6. IS THE ANIMAL CAUSING A TRAFFIC PROBLEM? (If in traffic, notify police, sheriff, state patrol)
7. NAME AND ADDRESS OF THE CALLER?

**DIRECTIONS TO BE GIVEN CALLER:**

DO NOT TRY TO MOVE THE ANIMAL, UNLESS NECESSARY. BE CAREFUL NOT TO BE BITTEN.

**PRIORITY # 1 CALL FOR AFTER HOURS AND HOLIDAYS**

**CALL ANIMAL CONTROL OFFICERS WORK CELL PHONE FIRST.**

H # 56 - Lead Animal Control Officer  
**Steve White** - work c# - 308-379-1042, home #

1. H # 57 - work c# - 308-379-1042, home # -
2. H # 58 - work c # - 308-390-9366, home # -
3. H # 59 - work c# - 308-380-9678, home # -

Executive Director

**5. Laurie Dethloff** - work c# - 308-380-9558, home p # - 308-381-0065

**PRIORITY # 1 CALLS - RESPONSE is 24/7**  
**FOR**  
**“POTENTIALLY DANGEROUS” and “DANGEROUS” ANIMAL**

**POTENTIALLY DANGEROUS** is defined as any animal that when provoked; 1) inflicts a non-serious injury on a human or injures a domestic animal either on public or private property, 2) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack or (b) specific dog with known propensity, tendency or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

**DANGEROUS** is defined as any animal that, according to the records of the Central Nebraska Humane Society: (a) has killed or inflicted severe injury on a human being on public or private property; (b) has killed a domestic animal without provocation while the animal was off the owner's property; or (c) has been previously determined to be a potentially dangerous animal by an Animal Control officer and the owner has received notice of such determination and such animal again aggressively bites, attacks, or endangers the safety of humans or domestic animals. A dog shall not be defined as a dangerous dog if the threat, any injury that is not a severe injury, or the damage was sustained by a person who at the time, was committing a willful trespass or any other tort upon the property of the owner of the dog, who was tormenting, abusing, or assaulting the dog, who has, in the past, been observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime.

**DISPATCH ACTION:** Animal Control Officer will respond these calls at ALL times.

**INFORMATION NEEDED:**

1. LOCATION OF ANIMAL?
2. DESCRIPTION OF ANIMAL?
3. IS ANIMAL CONFINED?
4. WHEN AND WHERE WAS THE ANIMAL SEEN LAST?
5. NAME AND ADDRESS OF OWNER, IF KNOWN?
6. REASON CALLER IS SUSPICIOUS OF THE ANIMAL?
7. NAME, ADDRESS AND PHONE NUMBER OF CALLER?
8. ANIMAL MUST HAVE BEEN **“DECLARED POTENTIALLY DANGEROUS AND DANGEROUS”** BY ANIMAL ADVISORY BOARD AND RECORDED AT CENTRAL NEBRASKA HUMANE SOCIETY ON **“DECLARED LIST”**.

**DIRECTIONS TO BE GIVEN CALLER:**

1. INFORM CALLER TO STAY AWAY FROM THE ANIMAL!
2. INFORM CALLER AN ANIMAL CONTROL OFFICER WILL BE RESPONDING AND WILL NEED TO GET MORE INFORMATION.

**PRIORITY # 1 CALLS - RESPONSE is 24/7**  
**FOR**  
**RABIES (BAT/SKUNKS ONLY) REMOVAL**

**RABIES** is a viral disease that can infect all mammals. Once rabies develops it is almost always fatal. The rabies virus is transmitted through the saliva of an infected animal, usually during a bite.

**PLEASE NOTE:** Not all animals “foaming at the mouth” have rabies. This is more often a sign of heat stress, running for a long time, having eaten something and is vomiting or distemper. Signs of rabies include: unusual or abnormal behavior for that animal *i.e.* out during daylight hours, not running/voiding humans.

**DISPATCH ACTION:** Animal Control will respond to ALL rabies calls at ALL times. These calls will usually be – bites, bat removal (dead or alive), and skunk removal (dead or alive).

**INFORMATION NEEDED:**

1. WHY DOES THE INDIVIDUAL FEEL THE ANIMAL IS RABID?
2. LOCATION OF THE SUSPECTED RABID ANIMAL?
3. HAS THE ANIMAL COME IN CONTACT WITH A HUMAN OR OTHER ANIMAL?
4. NAME, ADDRESS AND PHONE NUMBER OF THE CALLER?

**DIRECTIONS TO BE GIVEN CALLER:**

1. BATS, IF INSIDE RESIDENCE ANIMAL CONTROL WILL RESPOND.
2. SKUNKS, CALLER MUST MAINTAIN VISUAL OF ANIMAL AT TIMES.
3. AVOID PHYSICAL CONTACT WITH THE ANIMAL.
4. INFORM CALLER AN ANIMAL CONTROL OFFICER WILL BE RESPONDING AND WILL NEED TO GET MORE INFORMATION.
5. ALL MEDICAL QUESTIONS ARE TO BE REFERRED TO THEIR DOCTOR.

**PRIORITY # 1 CALL FOR AFTER HOURS AND HOLIDAYS**

**CALL ANIMAL CONTROL OFFICERS WORK CELL PHONE FIRST.**

1. **Justin Bradley** - # 57 – work c# - 308-379-1042 home p# 402-631-7580
2. **Steve White** - # 58 work c # - 308-390-9366, home c # - 308-325-6145
3. **Michael Valdez** - # 59 - work c# - 308-380-9678, home c# - 308-380-4495

Shelter Manager / Lead Animal Control Officer

4. **Jane Kuehn** - work c# - 308-379-1042, home c# - 308-380-8427

Executive Director

5. **Laurie Dethloff** - work c# - 308-380-9558, home p # - 308-381-0065

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## **Exhibit B**

### **Charges for Service**

Animal Control claim fees per animal

First claim \$25.00

Second claim \$50.00

Third claim \$75.00

Four claim \$100.00

Additional claims standard \$100.00

Boarding fee per day until animal claimed \$10.00.

Rabies observation fee per day for a ten (10) holding period is \$15.00

Holding for Legal proceedings after twenty (20) days is \$16.05

Traps available for rent for a deposit of \$50.00. When trap is returned in working order the deposit is refunded.

Deemed "Potentially Dangerous" annual \$100.00 fee.



## **PRIORITY ONE CALLS (ACO)**

ANIMAL CALLS – HUMANE SOCIETY – PRIORITY “1”

PRIORITY “1” – ANIMAL CONTROL OFFICER WILL RESPOND 24/7

- A) ALL BITE CALLS involving domestic animals and bat or skunk  
(see attachment for Bites Priority)
- B) INJURED DOMESTIC ANIMAL ONLY  
(see attachment for Injured Animal)
- C) RABIES – BAT OR SKUNK FOR REMOVAL (DEAD OR ALIVE)  
Bat - if inside residence ACO will go at all times  
Skunk - if visual is maintained at night, and at all times during daylight hours  
(see attachment for Rabies)
- D) REQUESTS FOR ASSISTANCE FROM LAW ENFORCEMENT/FIRE DEPT.,  
WHEN REQUESTED  
(see attachment for Agency Assistance)
- E) CRUELTY TO DOMESTIC ANIMAL – PHYSICAL  
BEATING/TORTURE/KILLING. SHOULD BE OCCURRING AT THE TIME OF  
CALL  
(see attachment for Cruelty)
- F) RUNNING AT LARGE DOMESTIC ANIMAL DEEMED POTENTIALLY  
DANGEROUS/DANGEROUS – (ON DECLARATION LIST)  
(see attachment for Potentially Dangerous/Dangerous call)



RESOLUTION 2008-285

WHEREAS, the City is authorized by state law to contract with the Central Nebraska Humane Society, Inc., a non-profit corporation (“Humane Society”), to provide animal code enforcement services; and

WHEREAS, the Humane Society currently provides the City with animal code enforcement services; and

WHEREAS, the parties desire to enter into a contract to continue to perform such animal code enforcement services, and

WHEREAS, the City shall provide funding to the Humane Society in an amount of \$314,500 during fiscal year 2008-2009 for performing agreed upon services as outlined in the contract; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Contract between the City and the Central Nebraska Humane Society, Inc., a non-profit corporation, is hereby approved to provide animal code enforcement services within the city limits; and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

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

Attest:

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

Approved as to Form	☐ _____
October 10, 2008	☐ City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G25

**#2008-296 - Approving City Council Meeting Schedule for 2009**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** October 14, 2008  
**Subject:** City Council Meeting Schedule for 2009  
**Item #'s:** G-25  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Grand Island City Code Chapter 2 specifies that Regular Meetings of the City Council shall be held in the Council Chambers of City Hall on the second and fourth Tuesdays of each month beginning at 7:00 p.m. City Council approved Ordinance No. 9009 on September 27, 2005 amending Chapter 2 of the Grand Island City Code allowing Study Sessions to be held at the discretion of the City Council.

## **Discussion**

The City Clerk has prepared the proposed 2009 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 13, 2009. See attached proposed meeting dates.

## **Alternatives**

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

1. Move to approve the 2009 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2009 meeting schedule to meet the wishes of the Council
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the proposed 2009 City Council meeting schedule.

## **Sample Motion**

Move to approve the 2009 City Council meeting schedule as proposed.

# **PROPOSED**

**2009**

## **CITY COUNCIL MEETING DATES**

January 13, 2009

January 27, 2009

February 10, 2009

February 24, 2009

March 10, 2009

March 24, 2009

April 14, 2009

April 28, 2009

May 12, 2009

May 26, 2009

June 9, 2009

June 23, 2009

July 14, 2009

July 28, 2009

August 11, 2009

August 25, 2009

September 8, 2009

September 22, 2009

October 13, 2009

October 27, 2009

November 10, 2009

November 24, 2009

December 1, 2009

December 15, 2009

RESOLUTION 2008-296

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council of the City of Grand Island, Nebraska will meet in the Council Chambers, 100 East First Street at 7:00 p.m. on the below-mentioned dates:

**2009 City Council Meetings:**

January 13, 2009  
January 27, 2009  
February 10, 2009  
February 24, 2009  
March 10, 2009  
March 24, 2009  
April 14, 2009  
April 28, 2009  
May 12, 2009  
May 26, 2009  
June 9, 2009  
June 23, 2009  
July 14, 2009  
July 28, 2009  
August 11, 2009  
August 25, 2009  
September 8, 2009  
September 22, 2009  
October 13, 2009  
October 27, 2009  
November 10, 2009  
November 24, 2009  
December 1, 2009  
December 15, 2009

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 14, 2008.

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

Attest:

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney

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RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
October 9, 2008        ✕ City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G26

**#2008-297 - Approving Change Order #2 with The Diamond  
Engineering Company for Riverway Hike/Bike Trail Engineering**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

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

**Meeting:** October 14, 2008

**Subject:** Change Order #2 for Riverway Trail with Diamond Engineering

**Item #'s:** G-26

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

## **Background**

The Park and Recreation Department has received a grant with the State of Nebraska Department of Roads to construct a hike/bike trail from Hall County Park to Wal-Mart South. Three items constitute this 2<sup>nd</sup> and final change order for the project. Two involve overruns of square foot quantities and one involves a modification to the original design.

## **Discussion**

The three changes include the addition of 1.45 acres of seeded area for \$4,675.25, an additional 160 sq. yards of erosion control matting and \$1,000.00 to modify the trail crossing across an existing island on South Locust Street. The total change order amount is \$6,636.25. Eighty per cent of this amount, \$5,309.00 will be reimbursed by the State per the original grant agreement.

## **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 #2 in the amount of \$6,636.25 to Diamond Engineering to pay for the required additions to the project. This would increase the total contract price to \$347,770.10.

### **Sample Motion**

Move to approve change order #2 to Diamond Engineering in the amount of \$6,636.25.



*Working Together for a  
Better Tomorrow, Today.*

**CHANGE ORDER**

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

CHANGE ORDER NO. 2

PROJECT: **Riverway Trail Construction**

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

1. Additional seeding	increase	\$4,676.25
2. Additional erosion control	increase	\$ 960.00
3. Modification to median on South Locust St	increase	<u>\$1,000.00</u>

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<b>The original Contract Sum</b>	<b><u>\$339,423.85</u></b>
----------------------------------	----------------------------

<b>Previous Change Order Amounts</b>	<b><u>\$ 1,710.00</u></b>
--------------------------------------	---------------------------

<b>The Contract Sum is increased by this Change Order</b>	<b><u>\$ 6,636.25</u></b>
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<b>The total modified Contract Sum to date</b>	<b><u>\$347,770.10</u></b>
--	----------------------------

**The Contract Time is unchanged.**


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

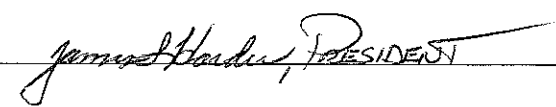
APPROVED: **CITY OF GRAND ISLAND**

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

Attest \_\_\_\_\_

  
Approved as to Form, City Attorney

ACCEPTED: **Diamond Engineering**

By  **PRESIDENT**

Date Oct 3<sup>rd</sup> 2008

RESOLUTION 2008-297

WHEREAS, on August 28, 2007 by Resolution 2007-209, the City Council of the City of Grand Island awarded the Diamond Engineering Company, of Grand Island, Nebraska, the bid in the amount of \$339,423.85, plus change order #1 in the amount of \$1,710.00, by resolution 2008-64 for the installation of the Riverway Hike/Bike Trail; and

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

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

WHEREAS, the result of such modifications will increase the contract amount by \$6,636.25 for a revised contract price of \$347,770.10.

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. 2 between the City of Grand Island and the Diamond Engineering Company of Grand Island, Nebraska to provide the modifications set out as follows:

Additional seeding .....	\$4,676.25
Additional erosion control .....	\$ 960.00
Modification to median on South Locust St.....	\$1,000.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

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

Attest:

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

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G27

**#2008-298 - Approving Certificate of Final Completion with The Diamond Engineering Company for Riverway Hike/Bike Trail Engineering**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

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

**Meeting:** October 14, 2008

**Subject:** Certificate of Final Completion-Riverway Hike/Bike Trail

**Item #'s:** G-27

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

## **Background**

A contract was entered into with Diamond Engineering on October 15, 2007 to construct the Riverway Hike/Bike Trail.

## **Discussion**

All work associated with this contract has been completed and it is appropriate at this time to close out the contract.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the certificate of final completion and make final payment to Diamond Engineering in the amount of \$38,611.27.

### **Sample Motion**

Move to close out the contract with Diamond Engineering and make final payment in the amount of \$38,611.27 to Diamond Engineering for the construction of the Riverway Hike/Bike Trail.

**CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE**

**RIVERWAY HIKE/BIKE TRAIL  
PROJECT STPB 40-(53) C.N. 42428**

**CITY OF GRAND ISLAND, NEBRASKA  
OCTOBER 14, 2008**

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

This is to certify that the Riverway Hike/Bike Trail has been fully completed by **Diamond Engineering from Grand Island, Nebraska** under contract dated **October 15, 2007**. The scope of the project was increased by \$8,346.25 as per change orders #1 and #2. All other work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by the Parks and Recreation Director in accordance with the provisions of the terms of the above said contract.

Respectfully submitted,



Steve Paustian  
Parks and Recreation Director

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

I hereby recommend that the Certificate of Final Completion and Acceptance be approved and warrants issued from Account No. 40044450-90031 to **Diamond Engineering** in the final payment amount of **\$38,611.27**.

Respectfully submitted,

Margaret Hornady  
Mayor

R E S O L U T I O N    2008-298

WHEREAS, the Parks and Recreation Director of the City of Grand Island has issued his Certificate of Final Completion for the Riverway Hike/Bike Trail, certifying that Diamond Engineering of Grand Island, Nebraska, under contract dated October 15, 2007, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Parks and Recreation Director recommends the acceptance of the final completion; and

WHEREAS, the Mayor concurs in the Parks and Recreation Director's recommendation.

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

1.        The Parks and Recreation Director's Certificate of Final Completion for Riverway Hike/Bike Trail is hereby confirmed.
2.        That a warrant be issued from Account No. 40044450-90031 in the total amount of \$38,611.27 payable to Diamond Engineering for the final amount due the contractor.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

---

Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney





# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G28

**#2008-299 - Approving Certificate of Final Completion and Scheduling the Board of Equalization for Sanitary Sewer District 523; Lots 1-8 & Lots 22-31 of Westwood Park 2nd Subdivision and Sanitary Sewer District 525; Lot 8 & 9 of Westwood Park Subdivision**

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

# **Council Agenda Memo**

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

**Meeting:** October 14, 2008

**Subject:** Approving Certificate of Final Completion and  
Scheduling the Board of Equalization for Sanitary Sewer  
District 523; Lots 1-8 & Lots 22-31 of Westwood Park  
2<sup>nd</sup> Subdivision and Sanitary Sewer District 525; Lot 8 &  
9 of Westwood Park Subdivision

**Item #'s:** G-28

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

## **Background**

The contract for Sanitary Sewer District 523/525 was awarded to The Diamond Engineering Company of Grand Island, Nebraska on August 14, 2007. Work commenced on April 29, 2008 and was completed on September 29, 2008.

## **Discussion**

Sanitary Sewer District 523/525 was completed in accordance with the terms, conditions, and stipulations of the contract, plans, and the specifications. The project was completed at a construction price of \$295,637.85. Total cost of the project is \$328,228.95. Costs for the project break down as follows:

Original Bid	\$292,970.62
Overruns	\$ 2,667.23
<b>SUBTOTAL (Construction Price)</b>	<b>\$295,637.85</b>
Other Costs (See Completion Certificate)	\$ 32,591.10
<b>TOTAL COST</b>	<b>\$328,228.95</b>

## **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**

Public Works Administration recommends that the Council approve the Certificate of Final Completion for Sanitary Sewer District 523/525 and set the Board of Equalization date of November 18, 2008.

## **Sample Motion**

Move to approve the Certificate of Final Completion and set the Board of Equalization Hearing for Sanitary Sewer District 523/525.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

SANITARY SEWER DISTRICT 523/525  
LOTS 1-8 & LOTS 22-31 OF WESTWOOD PARK SUBDIVISION  
LOT 8 & 9 OF WESTWOOD PARK SUBDIVISION

CITY OF GRAND ISLAND, NEBRASKA  
October 14, 2008

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

This is to certify that Sanitary Sewer District 523/525 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated August 22, 2007. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as City Engineer/Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

If is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the final payment for this work.

### Sanitary Sewer District 523/525

<u>No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Total Quantity</u>	<u>Total Cost</u>
1.	Construct 8" P.V.C. Sanitary Sewer	\$ 46.95	l.f.	1,200.00	\$ 56,340.00
2.	Construct 4' Diameter STD. Manhole	\$ 2,865.00	each	4.00	\$ 11,460.00
3.	Construct 4' Diameter M.H. Extra Depth	\$ 270.00	v.f.	21.47	\$ 5,796.90
4.	Construct Sewer Service Line	\$ 2,320.00	each	20.00	\$ 46,400.00
5.	Build 8" P.V.C. Sanitary Sewer/Watermain Crossings per STD Plan No. 138	\$ 590.00	each	----	\$ 0.00
6.	Build 4" P.V.C. Sanitary Sewer/Watermain Crossings per STD Plan No. 138	\$ 375.00	each	4.00	\$ 1,500.00
7.	Remove & Replace Asphalt/Concrete Pavement	\$ 39.30	s.y.	3,232.03	\$127,018.78
8.	Remove P.C. Concrete Driveway	\$ 4.00	s.y.	246.96	\$ 987.84
9.	Replace P.C. Concrete Driveway	\$ 34.15	s.y.	240.46	\$ 8,211.71
10.	Remove & Replace P.C. Sidewalk	\$ 4.45	s.f.	1243.88	\$ 5,535.27
11.	Construction Dewatering	\$29,018.92	l.s.	1.00	\$ 29,018.92
12.	Pavement Sawcut	\$ 4.60	l.f.	431.40	\$ 1,984.44
13.	Perimeter Control Boundary	\$ 5,120.00	l.s.	.20	\$ 1,024.00
14.	Remove & Replace Culvert	\$ 18.00	l.f.	20.00	\$ 360.00
<b>TOTAL – CONSTRUCTION COST</b>					<b>\$295,637.86</b>

**SUMMARY OF OTHER COSTS**

Grand Island Daily Independent – Advertising	\$ 212.23
Platte Valley Laboratories	\$ 300.00
City of Grand Island Wastewater Division – TV Inspection	\$ 715.08
Fairview Landscape – Landscaping	\$ 300.00
Denny's Lawns Inc. – Grade & Sod	\$ 1,500.00
City of Grand Island – Engineering	\$29,563.79
	-----
<b>TOTAL – OTHER COSTS</b>	<b>\$32,591.10</b>
<b>TOTAL COST OF SANITARY SEWER DISTRICT 523/525</b>	<b>\$328,228.96</b>

Respectfully submitted,

Steven P. Riehle  
City Engineer/Public Works Director

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

I hereby recommend that the Engineer's Certificate of Final Completion for Sanitary Sewer District 523/525 be approved.

I further recommend that the Costs of Engineering be credited to Account No. 10033001-74516 from Account No. 53030055-85213 in the amount of \$29,563.79.

I further recommend that the City Council sit as a Board of Equalization on November 18, 2008 to determine benefits and levy special assessments.

Respectfully submitted,

Margaret Hornady  
Mayor

I hereby recommend that the Engineer's Certificate of Final Completion for Handicap Ramp Project No. 2008-1 be approved.

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Steven P. Riehle – City Engineer/Public Works Director

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Margaret Hornady – Mayor



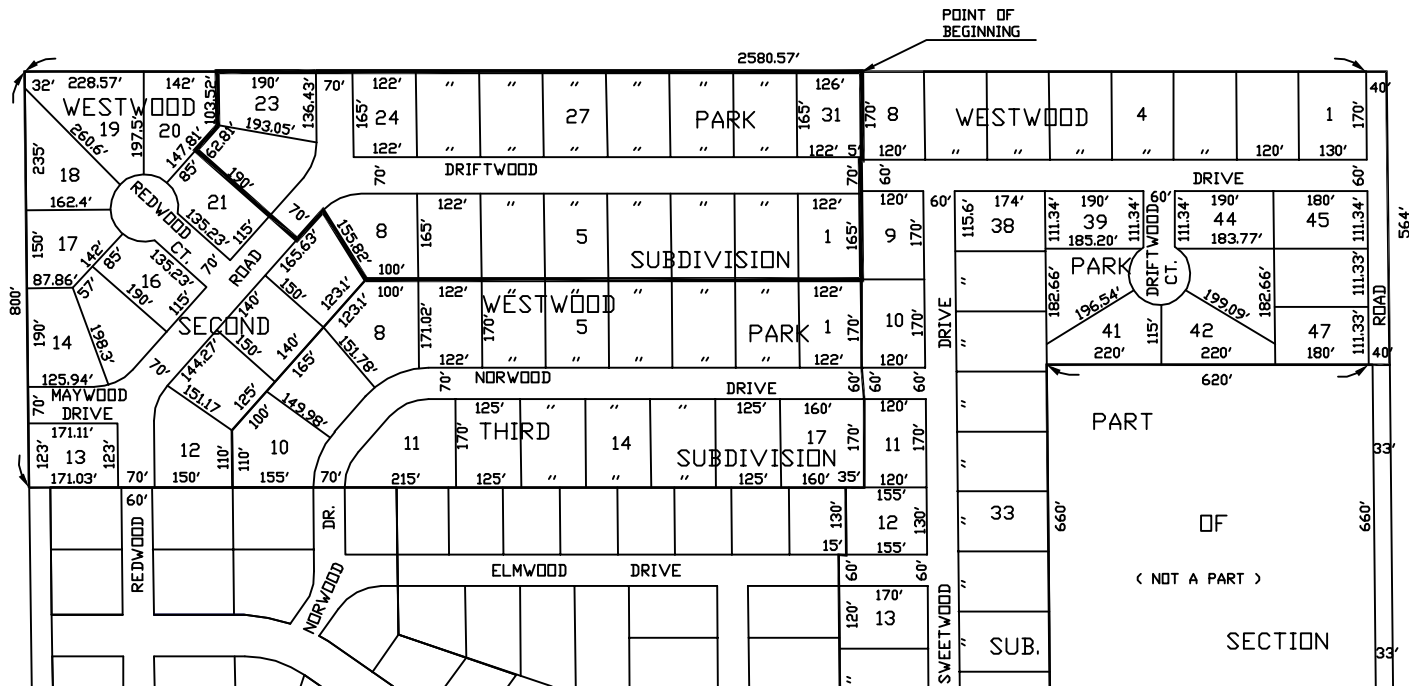


EXHIBIT "A"

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

PLAT TO ACCOMPANY  
ORDINANCE

SCALE 1"=400' L.D.C. 2-2-07

SANITARY SEWER DISTRICT 523

RESOLUTION 2008-299

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Sanitary Sewer District No. 523 located on lots 1-8 and 22-31 of Westwood Park Second Subdivision; and Sanitary Sewer District No. 525 located on Lot 8 & 9 of Westwood Park Subdivision, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract awarded August 14, 2007, has completed such project according to the terms, conditions, and stipulations for such improvements; and

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

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

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

1. The City Engineer/Public Works Director's Certificate of Final Completion for Sanitary Sewer District No. 523 and Sanitary Sewer District No. 525 is hereby confirmed.
2. The City Council will sit as a Board of Equalization on November 18, 2008 at 7:00 p.m. to determine benefits and set assessments for Sanitary Sewer District No. 523 and Sanitary Sewer District No. 525.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney





# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item G29

**#2008-300 - Approving Bid Award for One (1) 2009 Ambulance**

Staff Contact: Troy Shubert; Jim Rowell

# **Council Agenda Memo**

**From:** Troy Shubert, EMS Division Chief

**Meeting:** October 14, 2008

**Subject:** Purchase of 2009 Ambulance

**Item #'s:** G-29

**Presenter(s):** Troy Shubert, EMS Division Chief  
Jim Rowell, Fire Chief

## **Background**

Following an accident in April 2008 which left our 2001 Ford ambulance a total loss; specifications were developed and a bid opening was held September 30, 2008 to replace this unit. Bids were mailed to seven providers on September 5, 2008 but only one submitted a bid. The department's estimate for this unit was \$210,000. The bid received from Medtec Ambulance Corporation was for \$215,308 for a 2008 unit and an optional bid of \$216,824 for a 2009 unit and listed possible deductions.

## **Discussion**

The bid from Medtec Ambulance Corporation met all requirements in the specifications and offered deductions for the following: prepayment of chassis - \$900; eliminating a preconstruction meeting at the factory - \$2,000; elimination of the performance bond - \$825; and eliminating a suspension option - \$875. This brings the total deductions to \$4,600 which reduces the cost of the ambulance to \$212,224 for the 2009 unit or \$210,708 for the 2008 unit.

The total budget allowed for the purchase of the vehicle is \$210,000 on line number 10022102-85625. During the six months that have transpired since the accident that eliminated one ambulance from our fleet the cost of building materials has dramatically increased. This accounts for the 2% increase from the original estimate set before you. This increase would also allow for the purchase of a newer model. Fire Administration would recommend purchasing the 2009 chassis due in part to purchasing the newest model available to date; allows for the resolution of any problematic areas that were encountered by the chassis builders in 2008; and will extend this apparatus' service life by an additional year.

In August 2008 we received an insurance settlement from the accident in April which amounted to \$30,000 which also helps to offset the cost of the 2009 unit.

### **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 purchase of the 2009 unit from Medtec Ambulance Corporation of Goshen, IN for \$212,224 which includes prepayment of the chassis, canceling the preconstruction meeting at the factory, eliminating a suspension option and eliminating the need for a performance bond.

### **Sample Motion**

Move to approve.

**INTEROFFICE MEMORANDUM**



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** September 30, 2008 at 11:00 a.m.

**FOR:** 2008 or Newer, Ford F-650 Type I, Class I Ambulance

**DEPARTMENT:** Fire

**ESTIMATE:** \$210,000.00

**FUND/ACCOUNT:** 10022102-85625

**PUBLICATION DATE:** September 9, 2008

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

**Bidder:** Medtec Ambulance Corporation  
Goshen, IN

**Bid Security:** Safeco Insurance Co.

**Exceptions:** None

**Bid Price:** \$215,308.00 2008

**Alternate Bid:** \$216,824.00 2009

cc: Jim Rowell, Fire Chief  
Dale Shotkoski, City Attorney  
Jeff Pederson, City Administrator

Chris Hoffman, Fire Admin. Assist.  
Wes Nespor, Assist. City Attorney

**P1283**

R E S O L U T I O N    2008-300

WHEREAS, the City Of Grand Island invited sealed bids for one 2008 or newer, Ford F-650 Type I, Class I Ambulance, according to plans and specifications on file with the City Clerk; and

WHEREAS, on September 30, 2008 bids were received, opened and reviewed; and

WHEREAS, Medtec Ambulance Corporation of Goshen, Indiana 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 \$216,824 for a 2009 unit and offered deductions of \$4,600 bringing the bid total to \$212,224; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Medtec Ambulance Corporation of Goshen, Indiana in the amount of \$212,224 for one 2009, Ford F-650 Type I, Class I Ambulance is hereby approved .

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 9, 2008	☐ City Attorney



# **City of Grand Island**

**Tuesday, October 14, 2008**

**Council Session**

## **Item H1**

**Adoption of 2008-2009 City Council Goals**

**Staff Contact: Jeff Pederson**

# **Council Agenda Memo**

**From:** Jeff Pederson, City Administrator  
**Meeting:** October 14, 2008  
**Subject:** City Council Goals  
**Item #'s:** H-1  
**Presenter(s):** Jeff Pederson, City Administrator

## **Background**

The City Council annually formulates a set of Goals that serves as the basis for the organization's work plan for the budget year. On June 3<sup>rd</sup>, the City Council reviewed the 2007-2008 Goals and formulated a revised set of Goals for 2008-2009. I recommend formal adoption of the Goals in order that they be given the highest standing as we proceed into the new budget year.

## **Discussion**

The Goals that were formulated on June 3 were used to develop budget priorities and guide some of the major decisions in the budget process this year. Goals that received funding necessary to advance include the Broadwell Grade Separation Project, Wastewater Treatment Plant Digester design, and relocation of State Fair to Grand Island. I do not believe that decisions made in the budget adversely affect potential progress with any of the goals. The Goal associated with the Heartland Shooting park development is broadly-stated, and can be regarded to cover all forms of development of the facility and not just capital development.

I have refined the wording in Goals # 1, 12, 16, and 17 in order to more accurately state the intention of the Goals and the direction that they are expected to take in the current budget year. An earlier draft of the Goals (previously provided) is attached for comparative purposes.

## **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 for further study and recommendation.
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

The City Administrator recommends that the Council Adopt the City Council Goals for 2008-2009.

### **Sample Motion**

Move to adopt the City Council Goals for fiscal year 2008-2009.





## City Council Goals 2008-09

*Draft*

### **Public Safety**

- \* 1. Pursue 911 backup center without building construction

### **Economic Development**

- 2. Assist in creating and retaining quality jobs through LB 840 program
- 3. Assist CRA in identifying and creating new business redevelopment projects

### **Infrastructure**

- 4. Support infrastructure for sustained housing/commercial development
- 5. Progress the Railroad Corridor Study
- 6. Prepare a master plan for infrastructure development south of Grand Island
- 7. Support relocation of State Fair to Grand Island
- 8. Progress Broadwell Grade Separation

### **Government Efficiency**

- 9. Seek inter local partnerships that eliminates duplication and promotes efficiency
- 10. Complete a comprehensive City Code review and update
- 11. Develop criteria for outside agency funding
- \* 12. Investigate County industrial Tracts

### **Quality of Life**

- 13. Continue to support development of the Heartland Public shooting Park
- 14. Update Parks and Recreation master plan including a study of children's play area at Island Oasis
- 15. Progress the Community appearance Plan
- \* 16. Groundwater Mitigation
- \* 17. Start development of the Wastewater Treatment Plant Digesters

### **Public Health**

- 18. Secure funding and begin construction of the Household Hazardous Waste facility
- 19. Continue to aggressively address environmental issues and advocate for citizens

*\* Goals with wording changes in final (recommended)*



## **City Council Goals 2008-09**

### **Public Safety**

1. Pursue 911 backup center location in an existing building

### **Economic Development**

2. Assist in creating and retaining quality jobs through LB 840 program
3. Assist CRA in identifying and creating new business redevelopment projects

### **Infrastructure**

4. Support infrastructure for sustained housing/commercial development
5. Progress the Railroad Corridor Study
6. Prepare a master plan for infrastructure development south of Grand Island
7. Support relocation of State Fair to Grand Island
8. Progress Broadwell Grade Separation Project

### **Government Efficiency**

9. Seek inter local partnerships that eliminates duplication and promotes efficiency
10. Complete a comprehensive City Code review and update
11. Develop criteria for outside agency funding
12. Investigate possible means County industrial Tracts to contribute to the cost of City services

### **Quality of Life**

13. Continue to support development of the Heartland Public shooting Park
14. Update Parks and Recreation master plan including a study of children's play area at Island Oasis
15. Progress the Community Appearance Plan
16. Take steps to mitigate groundwater intrusion problem
17. Complete the design of the Wastewater Treatment Plant Digesters

### **Public Health**

18. Secure funding and begin construction of the Household Hazardous Waste facility
19. Continue to aggressively address environmental issues and advocate for citizens



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item I1

**#2008-301 - Consideration of Request from Sluggers, Inc. dba Sluggers Sports Bar, 707 West Anna Street for an Addition to Class “C-46334” Liquor License**

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

Staff Contact: RaNae Edwards

R E S O L U T I O N    2008-301

WHEREAS, an application was filed by Sluggers, Inc., doing business as Sluggers Sports Bar, 707 West Anna Street for an addition to their Class "C-46334" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on October 4, 2008; such publication cost being \$15.34; and

WHEREAS, a public hearing was held on October 14, 2008, for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_  
\_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2008.

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

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
October 9, 2008	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, October 14, 2008

Council Session

## Item J1

### **Approving Payment of Claims for September 24, 2008 through October 14, 2008**

*The Claims for the period of September 24, 2008 through October 14, 2008 for a total amount of \$6,284,113.74. A MOTION is in order.*

Staff Contact: David Springer