
City of Grand Island



Tuesday, February 10, 2009

Council Session Packet

City Council:

**Larry Carney
Scott Dugan
John Gericke
Peg Gilbert
Chuck Haase
Robert Meyer
Mitchell Nickerson
Bob Niemann
Kirk Ramsey
Jose Zapata**

Mayor:

Margaret Hornady

City Administrator:

Jeff Pederson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item E1

Public Hearing on the One & Six Year Street Improvement Program

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 10, 2009

Subject: Public Hearing on the One & Six Year Street Improvement Plan

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

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

Background

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

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

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

- Tuesday, January 27, 2009 - City Council referred plan to Regional Planning Commission
- Wednesday, February 4, 2009 - Regional Planning Commission conducted a Public Hearing and forwarded the recommendation to the City Council
- Tuesday, February 10, 2009 - City Council hears presentation from staff, conducts Public Hearing and passes a Resolution adopting the plan
- Friday, February 27th – 1 & 6 year Street Improvement Plan due at the Nebraska Department of Roads

Discussion

A public hearing was conducted, testimony received and discussion held on the One & Six Year Street Improvement Program at the Grand Island/Hall County Regional Planning Commission meeting on February 4, 2009.

The One and Six Year Street Improvement Program that was recommended for approval by the RPC is attached with two changes from the plan as submitted:

1. The trail along the Wood River Floodway from Hall County Park to Locust Street was listed at the bottom of the list of 2009 projects. The trail is already complete and therefore was removed from the list.
2. Added a project for the installation of a traffic signal at the intersection of Lincoln Avenue and US Hwy 30 (2nd Street). The signal was added at the request of the Library Board in year 2010.

The projects listed in the 1 & 6 year Plan for calendar year 2009 are considered definite projects. These projects were in the approved fiscal year 2009 budget. Many of the projects listed in the 1 & 6 Plan for 2010 through 2014 are also from the approved budget, but should be considered as planned projects.

The 400 Fund Capital projects listed in the budget will be discussed at the City Council retreat on February 21st. Since most of the projects in the 400 Fund Capital Budget are from the 1 & 6 year Plan, Public Works administration recommends that the council approve the 1 & 6 year Plan with the consideration that 2009 listed projects are definite and the 2010 through 2014 listed projects are for planning purposes. The projects in years 2010 through 2014 will be discussed at the coming retreat with priorities determined in the upcoming budget discussions. Any changes to the 1 & 6 year Plan as a result of the retreat and 2010 budget discussions will be reflected in the 1 & 6 year Street Improvement Plan that will be considered by the RPC and Council in February of 2010.

Alternatives

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

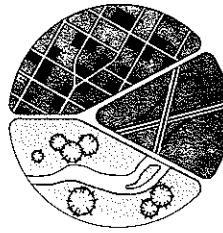
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve the One and Six Year Street Improvement Program.

Sample Motion

Move to approve the One and Six Year Street Improvement Program.



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Alda, Cairo and Doniphan, Nebraska

February 5, 2009

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

Dear Members of the Council:

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

At the meeting of the Regional Planning Commission, held February 4, 2009, the above item was considered following a public hearing. This item is to adopt the new 1 & 6 year street improvement plan for the City Of Grand Island.

Steve Riehle, Public Works Director, discussed the Grand Island 1 & Six Year Street Improvement Plan. Riehle stated there were two changes for the 2009 Projects the Bike Trail along the Wood River floodway that is already completed, this was completed last year. In 2010, the Library board has asked for a traffic signal at the intersection of Lincoln Ave and 2nd St.

Riehle briefed members on: 2009 Projects, which include the Capital Avenue widening project; the US Highway 30 widening; the Wasmer Detention Cell; the Walk to Walnut Safe Routes To School project; South Locust 4-Lanes, Stolley Park Road Widening, NWHS Left Turn Lane; US Hwy 34/281 Concrete Repair & Resurfacing, the extension of the Moore's Creek Ditch; the Quiet Zones on UPRR Corridor; the 2009 Annual Paving Petition Program; the Annual Asphalt Resurfacing Program; the Concrete Lining of Ditches; Moore's, Prairie and Silver Creek Flood Control; 2010 Projects include North Road & Capital Ave Round-A-Bout, 13th & North Road, Realign Barr MS Entrance (2011), Library Traffic Signal Request, Annual Paving Program, Traffic Signal at US Hwy 281 and Rae Rd, Traffic Signal at US Hwy 281 and Wildwood Drive, Platte Valley Industrial Park Drainage, Independence Ave north of Manchester – Ditch Design, Annual Asphalt Resurfacing Program, GIS System Continued Development and Maintenance and Concrete Lining of Ditches. More 2010 Projects include, storm cell improvements, Trail Bridge over two Platte River Channels, and Trail Construction State Street to Veterans Home.

Sam Trough spoke in favor of the pedestrian bridges over the highways this would provide better safety for those using the trails, as they cross the highways.

Heineman asked for more hike and bike trails that could be integrated into the city versus having recreational routes.

Steve Fosselman commented the importance for the traffic signal near the library would allow classes coming from Wasmer using the library to cross safely. This has been a request for many years, 19,000 cars travel on 2nd St a day and this would allow children and people to cross to and from the library without having to dodge through all the traffic.

Chairman O'Neill closed the public hearing.

A motion was made by Eriksen, and seconded by Ruge, to recommend approval of the Grand Island 1 & 6 Year Street Improvement Plan as submitted, removing the bike trail that was finished last year and adding the traffic signal on Lincoln and 2nd.

A roll call vote was taken and the motion passed with 8 members present 7 voting in favor (O'Neill, Ruge, Eriksen, Monter, Haskins, Bredthauer, Snodgrass) and 1 member voting against (Heineman). Steve Riehle, Public Works Director spoke and explained the projects and goals for the 1 & 6 year street improvement plan. He explained the proposed round-a-bout at North Road and Capital Avenue and the preliminary design project for a Broadwell grade separation in detail.

Yours truly,

A handwritten signature in black ink, appearing to read "Chad Nabity", with a long horizontal line extending to the right.

Chad Nabity AICP
Planning Director

| 2009 Construction Season | | | | | | |
|-------------------------------------|--|-----------------|-------------------------|--------------|----------------|----------------------|
| | | | (All costs in \$1,000s) | | | |
| No. | Project Description | Total Project | State Federal Other | City STP | City G.O. Bond | City Cap. Impr. Fund |
| Street Construction | | | | | | |
| M310- 501 | Annual Paving Petition Program (2009) | \$300 | | | \$300 | |
| M310- 500 | Widen Capital Avenue - Moores Creek Drainway to Webb Road - Construction | \$4,500 | \$3,375 | | | \$1,125 |
| M310- 351 | Hwy 30 - Grant to Greenwich - NDOR Project (FY 2007) - Pull Boxes for Roadway Lighting | \$20 | | | | \$20 |
| M310- 508 | Wasmer Cell Construction | \$873 | \$698 | | | \$175 |
| M310- 537 | Realign Walnut Middle School entrance with 15th St. & install traffic signal | \$270 | \$270 | | | |
| M310- 409A | S. Locust - Engineering for Completion of Paving to make 4 lanes | \$470 | | \$380 | | \$90 |
| M310- 487A | Stolley Park Rd widening, Locust to Fonner Park Ent. (Eng Design & ROW) | \$150 | | | | \$150 |
| M310- 550 | Construct Left Turn Lane on North Road @ NW High School | \$56 | | | | \$56 |
| M310- 566 | Highway 281 Resurfacing | \$2,350 | \$1,880 | \$470 | | |
| M310- 499A | Broadwell/UPRR Grade Separation (Preliminary Engineering and Environmental) | \$640 | \$512 | | | \$128 |
| Street Resurfacing | | | | | | |
| M310- 503 | Annual Resurfacing Program (2009) | \$600 | | | | \$600 |
| Drainage & Flood Control | | | | | | |
| M310- 505 | Concrete Lining of Drainage Ditches (2009) | \$50 | | | | \$50 |
| M310- 461 | Moores,Prairie, & Silver Creek Flood Control - Construction for Northwest Grand Island *City Capital shows in budget book - NRD is handling contract | \$825 | \$450 | | | \$375 |
| M310- 525 | Storm Cell Improvements | \$10 | | | | \$10 |
| M310- 459 | Construct Drainway from CCC area to Wood River or Build Additional 24" Storm Drainage culvert along Stolley Park Road west of Blaine Street | \$250 | | | | \$250 |
| M310- 382 | Moores Creek Drainage - along North Road from Rogers Well to S. of Old Potash HWY | \$209 | | | | \$209 |
| Other | | | | | | |
| M310- 385 | Geographic Information System (Continued development and maintenance) | \$25 | | | | \$25 |
| M310- 515 | Railroad Quiet Zone | \$194 | | | | \$194 |
| Totals: | | \$11,792 | \$7,185 | \$850 | \$300 | \$3,457 |

| 2010 Construction Season | | | | | | |
|-------------------------------------|--|-----------------|---------------------|----------------|----------------|----------------------|
| (All costs in \$1,000s) | | | | | | |
| No. | Project Description | Total Project | State Federal Other | City STP | City G.O. Bond | City Cap. Impr. Fund |
| Street Construction | | | | | | |
| M310- 519 | Annual Paving Petition Program (2010) | \$750 | | | \$750 | |
| M310- 409 | S. Locust, I-80 to Floodway, Grading and Surfacing New Lanes | \$4,000 | | \$3,200 | | \$800 |
| M310- 487 | Stolley Park Rd widening, Locust to Fonner Park Entrance (Construction) | \$1,200 | | | | \$1,200 |
| M310- 564 | Stolley Park Rd widening, Fonner Park Entrance to Sthur Road (Construction) | \$920 | | | | \$920 |
| M310- 545 | Traffic Signal @ Rae Road/HWY 281 | \$135 | | | | \$135 |
| M310- 538 | Round-a-bout - Capital Ave/North Rd Intersection | \$360 | | | | \$360 |
| M310- 540 | Intersection Improvements @ 13th & North Road | \$300 | | | | \$300 |
| M310- 458 | Traffic Signal - HWY 281/Wildwood Dr. | \$170 | \$85 | | | \$85 |
| M310- 551 | Intersection Improvements @ North Rd & Stolley Park Rd near UPRR | \$146 | | | | \$146 |
| | Traffic Signal on US Hwy 30 @ Lincoln Ave | \$55 | | | | \$55 |
| Street Resurfacing | | | | | | |
| M310- 522 | Annual Resurfacing Program (2010) | \$500 | | | | \$500 |
| Drainage & Flood Control | | | | | | |
| M310- 485 | PVIP Cells & Drainage | \$127 | | | | \$127 |
| M310- 507 | Independence Avenue Drainage(Design/ROW) | \$80 | | | | \$80 |
| M310- 505 | Concrete Lining of Drainage Ditches (2010) | \$50 | | | | \$50 |
| M310- 461 | Moore's, Prairie, & Silver Creek Flood Control - Construction *City Capital shows in budget book, NRD is handling contract | \$825 | \$450 | | | \$375 |
| M310- 567 | Integrated and Comprehensive Drainage Plan | \$230 | | | | \$230 |
| M310- 525 | Storm Cell Improvements | \$10 | | | | \$10 |
| Other | | | | | | |
| M310- 385 | Geographic Information System (Continued development and maintenance) | \$25 | | | | \$25 |
| M310- 408 | Hike/Bike Bridge Superstructure over two Platte River Channels | \$390 | \$312 | | | \$78 |
| M310- 518 | Railroad Quiet Zone | \$150 | | | | \$150 |
| M310- 447 | Hike/Bike Trail Construction - State St. to Veterans Home | \$292 | \$234 | | | \$58 |
| Totals: | | \$10,715 | \$1,081 | \$3,200 | \$750 | \$5,684 |

| 2011 Construction Season | | | | | | |
|-------------------------------------|--|----------------|---------------------|----------------|----------------|----------------------|
| (All costs in \$1,000s) | | | | | | |
| No. | Project Description | Total Project | State Federal Other | City STP | City G.O. Bond | City Cap. Impr. Fund |
| Street Construction | | | | | | |
| M310- 541 | Annual Paving Petition Program (2011) | \$750 | | | \$750 | |
| M310- 533 | Husker Highway Widening - from 1/4 Mi. west of HWY 281 easterly to Highway 281 | \$1,200 | | \$900 | | \$300 |
| M310- 353 | Faidley Ave. - From North Road east towards Ridgewood Ave | \$1,250 | | | \$1,250 | |
| M310- 521 | Swift Road - WWTP to Shady Bend Rd | \$450 | | | | \$450 |
| M310- 528 | State St/Diers Ave - Intersection Improvements | \$390 | | | | \$390 |
| M310- 89 | Capital Ave - Webb to Broadwell Ave | \$1,200 | | | | \$1,200 |
| M310- 499A | Broadwell/UPRR Grade Separation (Engineering) | \$560 | \$448 | | | \$112 |
| M310- 535 | Realign Barr Mid. School entrance with Riverside Dr & signal @ Stolley/Adams | \$360 | \$306 | | | \$54 |
| Street Resurfacing | | | | | | |
| M310- 542 | Annual Resurfacing Program (2011) | \$500 | | | | \$500 |
| Drainage & Flood Control | | | | | | |
| M310- 544 | Concrete Lining of Drainage Ditches (2011) | \$50 | | | | \$50 |
| M310- 461 | Moore's, Prairie, & Silver Creek Flood Control - Construction *City Capital shows in budget book, NRD is handling contract | \$825 | \$450 | | | \$375 |
| M310- 525 | Storm Cell Improvements | \$10 | | | | \$10 |
| M310- 485 | PVIP Cells & Drainage | \$272 | | | | \$272 |
| M310- 507 | Independence Ave. Drainage (Construction) | \$350 | | \$280 | | \$70 |
| Other | | | | | | |
| M310- 385 | Geographic Information System (Continued development and maintenance) | \$25 | | | | \$25 |
| M310- 527 | Misc. Safety Enhancements | \$150 | | | | \$150 |
| M310- 565 | Hike/Bike Trail Construction, S. Locust - Hwy 34 to Super 8 Motel | \$600 | \$480 | | | \$120 |
| Totals: | | \$8,942 | \$1,684 | \$1,180 | \$2,000 | \$4,078 |

| 2012 Construction Season | | | | | | | |
|--------------------------|------|---|-------------------------|---------------------|----------|----------------|----------------------|
| | | | (All costs in \$1,000s) | | | | |
| | No. | Project Description | Total Project | State Federal Other | City STP | City G.O. Bond | City Cap. Impr. Fund |
| Street Construction | | | | | | | |
| | | | | | | | |
| M310- | 546 | Annual Paving Petition Program (2012) | \$750 | | | \$750 | |
| M310- | 539 | 3rd Street Widening - Adams to Eddy St. | \$90 | | | | \$90 |
| M310- | 267 | Two Bridge Replacements - Blaine @ Wood River (Engineering Design) | \$45 | | | | \$45 |
| M310- | 553 | 13th Street - Intersection Improvements @ Mansfield Rd/Redwood Rd | \$62 | | | | \$62 |
| M310- | 554 | Resurface Wildwood Rd - U.S. HWY 281 to Locust St. | \$876 | \$701 | | | \$175 |
| M310- | 499A | Broadwell/UPRR Grade Separation (Right of Way) | \$1,000 | \$800 | | | \$200 |
| M310- | 552 | Left Turn Lane on Husker HWY @ Heartland Lutheran High School | \$62 | | | | \$62 |
| Street Resurfacing | | | | | | | |
| | | | | | | | |
| M310- | 547 | Annual Resurfacing Program (2012) | \$500 | | | | \$500 |
| Drainage & Flood Control | | | | | | | |
| | | | | | | | |
| M310- | 548 | Annual Major Drainage Development (2012) | \$500 | | | | \$500 |
| M310- | 549 | Concrete Lining of Drainage Ditches (2012) | \$50 | | | | \$50 |
| M310- | 461 | Moore's,Prairie, & Silver Creek Flood Control - Construction *City Capital shows in budget book, NRD is handling contract | \$825 | \$450 | | | \$375 |
| M310- | 525 | Storm Cell Improvements | \$10 | | | | \$10 |
| M310- | 511 | Moore's Creek Drainage - along North Road from Old Potash HWY to Edna Dr. | \$150 | | | | \$150 |
| Other | | | | | | | |
| M310- | 385 | Geographic Information System (Continued development and maintenance) | \$25 | | | | \$25 |
| M310- | 431 | Hike/Bike Trail Construction, S. Locust Floodway to I-80 | \$600 | \$480 | | | |
| M310- | 527 | Misc. Safety Enhancements | \$150 | | | | \$150 |
| Totals: | | | \$5,695 | \$2,431 | \$0 | \$750 | \$2,394 |

| | | 2013 Construction Season | | | | | |
|-------|------------|---|----------------------|----------------------------|-----------------|-----------------------|-----------------------------|
| | | (All costs in \$1,000s) | | | | | |
| | No. | Project Description | Total Project | State Federal Other | City STP | City G.O. Bond | City Cap. Impr. Fund |
| | | Street Resurfacing | | | | | |
| M310- | 555 | Annual Paving Petition Program | \$750 | | | \$750 | |
| M310- | 411 | Highway 34 - Highway 281 to Locust - NDOR Project | \$1,336 | \$1,069 | \$267 | | |
| M310- | 267 | Two Bridge Replacements - Blaine @ Wood River (Construction) | \$250 | \$120 | | | \$130 |
| M310- | 499 | Grade Separation Broadwell @ UPRR | \$10,800 | \$9,720 | \$1,080 | | |
| | | Street Resurfacing | | | | | |
| M310- | 557 | Annual Resurfacing Program (2013) | \$500 | | | | \$500 |
| | | Drainage & Flood Control | | | | | |
| M310- | 558 | Annual Major Drainage Development (2013) | \$500 | | | | \$500 |
| M310- | 559 | Concrete Lining of Drainage Ditches (2013) | \$50 | | | | \$50 |
| M310- | 461 | Moore's, Prairie, & Silver Creek Flood Control - Construction (Due remainder of Project) *City Capital shows in budget book, NRD is handling contract | \$825 | \$450 | | | \$375 |
| M310- | 568 | Update of Moore's Creek Drainage Plan | \$78 | | | | \$78 |
| M310- | 525 | Storm Cell Improvements | \$10 | | | | \$10 |
| | | Other | | | | | |
| M310- | 414 | Hike/Bike Trail Const. - S Locust to Mormon Island (Parallel to I-80) | \$600 | \$600 | | | |
| M310- | 385 | Geographic Information System (Continued development and maintenance) | \$25 | | | | \$25 |
| M310- | 527 | Misc. Safety Enhancements | \$150 | | | | \$150 |
| | | Totals: | \$15,874 | \$11,959 | \$1,347 | \$750 | \$1,818 |

| | | 2014 and After Construction | | | | | |
|-------------------------------------|------------|--|----------------------|----------------------------|-----------------|-----------------------|-----------------------------|
| | | (All costs in \$1,000s) | | | | | |
| | No. | Project Description | Total Project | State Federal Other | City STP | City G.O. Bond | City Cap. Impr. Fund |
| Street Construction | | | | | | | |
| M310- | 334 | Widen Eddy Street Underpass to 5-lanes on south end | \$175 | | | | \$175 |
| M310- | 498 | S. Locust - Illumination Lighting S. City Limits to I-80 | \$1,000 | | \$800 | | \$200 |
| M310- | 352 | Hwy 30 - Hwy 281 to west City Limits - NDOR Project *NDOR handling contract, using STP Funds which won't be reflected in budget book | \$13,000 | \$11,110 | \$1,890 | | |
| M310- | 560 | Annual Paving Petition Program (2014) | \$750 | | | \$750 | |
| M310- | 502 | Grade Separation Shady Bend Road @ UPRR | \$16,000 | \$14,400 | \$1,600 | | |
| M310- | 536 | Traffic Signal - Locust St./Fonner Park Heartland Event Center Center Entrance | \$150 | | | | \$150 |
| M310- | 556 | Grade Separation North Road @ UPRR | \$7,600 | \$6,840 | \$760 | | |
| M310- | 480 | Independence Avenue Paving - Shanna St. to Manchester Ave. | \$1,050 | | | \$1,050 | |
| M310- | 520 | Capital Ave - Broadwell to St. Paul Road | \$1,000 | | | \$1,000 | |
| Street Resurfacing | | | | | | | |
| M310- | 561 | Annual Resurfacing Program (2014) | \$500 | | | | \$500 |
| Drainage & Flood Control | | | | | | | |
| M310- | 562 | Annual Major Drainage Development (2014) | \$500 | | | | \$500 |
| M310- | 563 | Concrete Lining of Drainage Ditches (2014) | \$50 | | | | \$50 |
| M310- | 461 | Moore's, Prairie, & Silver Creek Flood Control - Construction (Due remainder of Project) | \$2,450 | \$1,336 | | | \$1,114 |
| M310- | 525 | Storm Cell Improvements | \$10 | | | | \$10 |
| Other | | | | | | | |
| M310- | 526 | Hike/Bike Trail Const. along Floodway - S. Locust to Platte River | \$600 | \$480 | | | \$120 |
| M310- | 517 | Hike/Bike Trail Const. - Veterans Home to Eagle Scout Park | \$600 | \$480 | | | |
| M310- | 385 | Geographic Information System (Continued development and maintenance) | \$25 | | | | \$25 |
| M310- | 416 | BLDG Improvements at West Yard | \$375 | | | | \$375 |
| M310- | 527 | Misc. Safety Enhancements | \$150 | | | | \$150 |
| M310- | 497 | Illuminating Lighting - HWY 281, Stolley to Old Potash | \$250 | | | | \$250 |
| Totals: | | | \$45,060 | \$34,646 | \$4,250 | \$2,800 | \$3,244 |



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item F1

#9204 - Consideration of Amendments to Chapter 22 of the Grand Island City Code Relative to Motor Vehicles and Traffic

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 10, 2009

Subject: Consideration of Amendments to Chapter 22 of the Grand Island City Code Relative to Motor Vehicles and Traffic

Item #'s: F-1

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

Background

The Mayor, City Council and City Administration established a goal of revising the Grand Island City Code. The proposed revisions to chapter 22 of the City Code have been drafted for City Council consideration.

Discussion

The changes and additions that are being proposed to Chapter 22 are as follows:

- Section 22-78, Color Legend, is being revised to allow yellow plastic markings or appropriate signs to indicate the boundaries of safety zones and no parking zones.
- Section 22-82, Loading Zones, will require appropriately placing loading zone signs.
- Section 22-86, Parking Near Intersections, states it shall be unlawful to park or stop a vehicle on a sidewalk, within an intersection, or on a crosswalk for any reason.
- Section 22-88, Parking Near Fire Hydrants, will change parking within ten feet of fire hydrant to fifteen feet.
- Section 22-113, Emergency Snow Routes, correct Ordinance No. from 8780, effective 11.27.2002 to 9087, effective 11.8.2006.
- Section 22-114, Snow Alert/Emergency; Parking Prohibition, addition of “emergency” wording in connection with alert and changing one inch depth of snow to two inches depth, with no vehicles being parked on the snow emergency routes.

- Section 22-115, Parking on Residential Streets, adding the word “emergency” in connection with alert.
- Section 22-116, Vehicles on Snow Emergency Routes, to allow for a reasonable amount of time for a stranded/stuck vehicle to be removed from a snow emergency route.
- Section 22-117, Snow Alert/Emergency; Notice, adding the word “emergency” in connection with alert and noting a designated representative may declare the prohibition terminated.
- Section 22-118, Temporary Provisions; Precedence, adding the word “emergency” in connection with alert.
- Section 22-119, Removal of Stalled or Parked Vehicles, removing the maximum fee wording of \$3 for each twenty-four hour period – this is listed in the fee schedule and subject to change yearly.

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 changes to Chapter 22 of the City Code.

Sample Motion

Move to approve Ordinance 9204 revising code sections in Chapter 22 of the Grand Island City Code.

ORDINANCE NO. 9204

An ordinance to amend Chapter 22 of the Grand Island City Code; to amend Section 22-78 pertaining to Color Legend, Section 22-82 pertaining to Loading Zones, Section 22-86 pertaining to Parking Near Intersections, Section 22-88 pertaining to Parking Near Fire Hydrants, Section 22-113 pertaining to Snow Emergency Routes, Section 22-114 pertaining to Snow Alert/Emergency; Parking Prohibition, Section 22-115 pertaining to Parking on Residential Streets, Section 22-116 pertaining to Vehicles on Snow Emergency Routes, Section 22-117 pertaining to Snow Alert/Emergency; Notice, Section 22-118 pertaining to Temporary Provisions; Precedence and Section 22-119 pertaining to Removal of Stalled or Parked Vehicles; to repeal Sections 22-78, 22-82, 22-86, 22-88, 22-113, 22-114, 22-115, 22-116, 22-117, 22-118 and 22-119 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 22-78, 22-82, 22-86, 22-88, 22-113, 22-114, 22-115, 22-116, 22-117, 22-118 and 22-119 of the Grand Island City Code is hereby amended to read as follows:

§22-78. Color Legend

(1) The use of yellow paint upon the curb of any street shall indicate obstructions such as traffic islands within the traveled way. Yellow paint or yellow plastic markings or appropriate signs shall also be used to indicate the boundaries of safety zones and no parking zones.

(2) The use of yellow paint upon the curb of any street in conjunction with appropriate signs shall designate fifteen minute parking zones or loading zones.

(3) The use of white paint or white plastic markings upon the surface of the street shall indicate pedestrian lanes, traffic lanes, and parking spaces.

(4) The use of blue paint upon the curb of any street or the paved portion of any parking space shall indicate that such space has been set aside as a handicapped parking space.

(5) The use of green paint upon the curb of any street in conjunction with appropriate signs shall indicate that such space has been set aside as an express zone parking space.

ORDINANCE NO. 9204 (Cont.)

§22-82. Loading Zones

It shall be unlawful for the driver of any vehicle to stop, park, or leave such vehicle standing at any designated loading or unloading zone for a period of time longer than twenty minutes, except when necessary for the expeditious loading or unloading of passengers, merchandise, or materials.

The Street Division shall designate such loading and unloading zones by causing the curb to be painted yellow, and shall either paint on such curb or sidewalk above it the words, "Loading Zone," or shall appropriately place loading zone signs.

§22-86. Parking Near Intersections

It shall be unlawful for any person to park or leave standing any vehicle, for any purpose whatever or for any period of time whatever, within twenty feet of any street intersection, or on a sidewalk, or within an intersection, or on a crosswalk, or within 30 feet of any flashing signal, stop sign, yield sign or other traffic control device located at the side of the roadway, or within 20 feet of a crosswalk at an intersection.

§22-88. Parking Near Fire Hydrants

It shall be unlawful for any person to park or leave standing any vehicle, for any purpose whatever or for any period of time whatever, within fifteen feet of a fire hydrant.

Division 4. Regulations to Facilitate Snow Removal

§22-113. Snow Emergency Routes

The streets described below are hereby declared to be snow emergency routes in the City of Grand Island, Nebraska. Appropriate signs or other traffic control devices shall be installed indicating the existence of such snow emergency routes. A designation of any street, avenue, road, or highway, or portion thereof, as a snow emergency route shall in no way affect designation of that street, avenue, road or highway for any other purpose.

Anna Street between Blaine Street and South Locust Street;
Adams Street between Stolley Park Road and Anna Street;
Bismark Road between Locust Street and the east City Limits;
Blaine Street between U.S. Hwy 34 and Third Street;
Broadwell Avenue between Anna Street and north City Limits;
Cannon Road between North Road and Viking Road;
Capital Avenue between Engleman Road and Shady Bend Road;
Cherry Street between Bismark Road and Sutherland Street;
College Street between Broadwell Avenue and Webb Road;
Custer Avenue between Third Street and Capital Avenue;
Darr Avenue between Faidley Avenue and Seventh Street;
Diers Avenue between the dead end south of Richmond Circle and Capital Avenue;
Eddy Street between Anna Street and State Street;
Eighteenth Street between the Burlington Northern and Santa Fe Railroad and St. Paul Road;

ORDINANCE NO. 9204 (Cont.)

Faidley Avenue between Diers Avenue and Broadwell Avenue;
First Street between Greenwich and Plum Street;
Fonner Park Road between Stuhr Road and 320 feet west of Sylvan Street;
Fourth Street between Broadwell Avenue and Sky Park Road;
Greenwich Street between First Street and Second Street;
Harrison Street between Stolley Park Road and Anna Street;
Howard Avenue between Faidley Avenue and Tenth Street;
Husker Highway between U.S. Highway 30 and U.S. Highway 281;
Independence Avenue between Manchester Road and Highway No. 2;
Koenig Street between Blaine Street and Vine Street;
Lafayette Avenue between State Street and Capital Avenue;
Lincoln Street between Anna Street and 13th Street/Broadwell Avenue;
Manchester Road between Viking Road and Engleman Road;
New U.S. Highway No. 30 between the West City Limits and Second Street;
North Front Street between Webb Road and Broadwell Avenue;
North Road between the Husker Highway and Highway No. 2;
Old Highway No. 2 between North Broadwell and Highway No. 281;
Old Potash Hwy between West City Limits and Custer Avenue;
Old U.S. Hwy 30 between the west City Limits and New U.S. Hwy 30 Overpass;
Pine Street between the Union Pacific Railroad and First Street;
Pioneer Boulevard between Blaine Street and Stolley Park Road;
Pleasant View Drive between Bismark Road and Fonner Park Road;
Plum Street between Sutherland Street and Second Street;
Riverside Drive between Stagecoach Road and Stolley Park Road;
St. Paul Road between Fourth Street and Capital Avenue;
Second Street between Garfield Street and Plum Street;
Second Street between Webb Road and Garfield Street;
Seedling Mile Road between Stuhr Road and the east City Limits;
Seventeenth Street between Sycamore Street and the Burlington Northern and Santa Fe Railroad;
Shady Bend Road between the south city limits and Airport Road;
Sky Park Road between Fourth Street and White Cloud Road;
South Front Street between Vine Street and Walnut Street;
South Locust Street between Walnut Street and south City Limits;
Stagecoach Road between Blaine Street and Locust Street;
State Street between 17th Street and North Road;
Stoeger Drive between Seventh Street and Baumann Drive;
Stolley Park Road between the west and east City Limits;
Stuhr Road between Fonner Park Road and U.S. Hwy 30;
Sutherland Street between Cherry Street and Plum Street;
Sycamore Street between First Street and Capital Avenue;
Tenth Street between Broadwell Avenue and St. Paul Road;
Third Street between Blaine Street and Walnut Street;
U.S. Hwy 30 between Plum Street and the east City Limits;
U.S. Hwy 34 between the west and east City Limits;

ORDINANCE NO. 9204 (Cont.)

U.S. Hwy 281 between the north and south City Limits;
Vine Street between Fonner Park Road and South Front Street;
Walnut Street between Fourth Street and South Locust Street;
Webb Road between U.S. Hwy 281 south and North City Limits;
Wheeler Street between Fourth Street and Capital Avenue;
13th Street between Engleman Road and Eddy Street;
17th Street between Walnut Street and Sycamore Street.

Amended by Ordinance No. 9087, effective 11-8-2006

§22-114. Snow Alert/Emergency; Parking Prohibition

Whenever the mayor or their designated representative, shall find, on the basis of falling snow, sleet, or freezing rain, or on the basis of an official forecast by the U.S. Weather Bureau predicting snow accumulation, sleet, or freezing rain, that such weather conditions will make it necessary that motor vehicle traffic be expedited, they may declare a snow alert/emergency. Such declaration of a snow alert/emergency shall state the time that said alert/emergency will be in effect. During such snow alert/emergency all parking of vehicles on snow emergency routes shall be prohibited. The prohibition imposed under this section shall remain in effect until snow or threat of snow as indicated by the U.S. Weather Bureau has passed and the emergency snow route cleared, or until the formal declaration of a snow alert/emergency has been terminated by the mayor or said designated representative.

§22-115. Parking on Residential Streets

Whenever during a snow alert/emergency the mayor shall determine that conditions make it necessary that parking on local and residential streets should be prohibited or restricted for snow plowing and other purposes, the mayor may put into effect a parking prohibition on parts of or on all local and residential streets by declaring that parking be prohibited on one side of the local and residential streets, designating either the odd or even address numbered side, at their discretion. In such declaration, the mayor shall state the date and time on which such parking prohibition shall take effect. The prohibition shall remain in effect until terminated by announcement by the mayor, who may then declare that there shall be in effect a parking prohibition on the opposite side of those local and residential streets designated above, which prohibition shall remain in effect until terminated by announcement of the mayor. While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any side of a street whereon parking is prohibited.

§22-116. Vehicles on Snow Emergency Routes

Whenever a motor vehicle becomes stalled for any reason, on any snow emergency route on which there is a parking prohibition in effect, the person operating such vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of such snow emergency route, either onto the nearest cross street which is not a snow emergency route, or other appropriate location. No person shall abandon or leave a vehicle in the roadway of a snow emergency route, except for the purpose of securing assistance during the actual time necessary to go to a nearby telephone or to a nearby garage, gasoline station, or other place of assistance and return without delay.

ORDINANCE NO. 9204 (Cont.)

§22-117. Snow Alert/Emergency; Notice

The mayor or their designated representative shall cause each declaration of a snow alert/emergency made pursuant to this chapter, to be publicly announced by means of broadcast or telecast from broadcasting stations with a normal operating range covering the city, and may cause such declaration to be further announced in newspapers of general circulation when feasible. Each announcement shall describe the action taken, including the time it became or will become effective, and shall specify the streets or areas affected

When the conditions which gave rise to a parking prohibition placed in effect pursuant to the provisions of this chapter no longer exist, the mayor or their designated representative may declare the prohibition terminated, in whole or in part, effective immediately upon announcement or at a later specified time.

§22-118. Temporary Provisions; Precedence

Any provision of this chapter which becomes effective by declaration of the mayor or their designated representative upon the occurrence of a snow alert/emergency, takes precedence over other conflicting provisions of law while in effect, except that it shall not take precedence over provisions of law relating to traffic accidents, emergency travel of authorized emergency vehicles, or emergency traffic directions by a police officer.

§22-119. Removal of Stalled or Parked Vehicles

(1) Members of the police department are hereby authorized to remove or have removed a vehicle from a street to another place or location on a street or to a lot, garage, storage yard, or other similar facility designated by the police department when:

(A) The vehicles on a snow emergency route are in violation of this division.

(B) The vehicle is stalled on a snow emergency route on which there is a parking prohibition in effect and the person who is operating said vehicle does not appear to be removing it in accordance with the provisions of this chapter.

(C) The vehicle is parked on any street in violation of this division.

(2) Such vehicle removal may be made by towing to the city automobile pound, pursuant to the provisions of Chapter 22, Article IV, Division 3, of this Code, or the police department may cause such vehicles to be removed to a private lot, garage, storage yard, or other similar facility; and any such vehicle shall not be released therefrom except upon payment by the owner of the vehicle to the person or persons in charge of the lot, garage, storage yard, or other similar facility for the cost of towing, and the cost of storage, at the appropriate charges as listed in the most current fee schedule, during which time the vehicle remains stored, and a receipt for such fees shall be issued to the owner of the vehicle.

(3) It shall be the duty of the person or persons in charge of the lot, garage, storage yard, or other similar facility designated by the police department to keep a record of the name of the owner of all vehicles towed in under the provisions hereof, together with the registration number of each vehicle, and the nature and circumstances of each violation, and the amount of fees collected hereunder, and to deliver a report of each day's transactions to the chief of police not later than one day following the day for which the report is made.

ORDINANCE NO. 9204 (Cont.)

SECTION 2. Section 22-78, 22-82, 22-86, 22-88, 22-113, 22-114, 22-115, 22-116, 22-117, 22-118 and 22-119 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item F2

#9205 - Consideration of Amendments to Chapter 32 of the Grand Island City Code Relative to Streets and Sidewalks

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director
Wes Nespor, Assistant City Attorney

Meeting: February 10, 2009

Subject: Consideration of Amendments to Chapter 32 of the
Grand Island City Code Relative to Streets and
Sidewalks

Item #'s: F-2

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

Background

The Mayor, City Council and City Administration established a goal of revising the Grand Island City Code. The proposed revisions to Chapter 32 of the City Code have been drafted for City Council consideration.

Discussion

The changes and additions that are being proposed to Chapter 32 are as follows:

- Section 32-12, Excavations; Barricades and Lights, is being revised to eliminate the requirement for lights and to require retroreflectorized barricades. The Manual on Uniform Traffic Control Devices does not require lights, but they may be used to supplement barricades. Lights are also frequently stolen.
- Section 32-24, Permits; Application, shall include that no permit or fee is required for construction of an ADA compliant handicap ramp.
- Section 32-25, Permit; Fee, shall include that a single no-fee permit may be issued to contractors performing work for the city in multiple locations.
- Section 32-26, Responsibility of Permittee, is being revised to extend the response time for the City to mill curb. We will be as responsive as we can be, but curb milling should not be a priority and interfere with normal City work.
- Section 32-27 and 32-28, are being revised to change the name "Street and Alley Paving Fund" to "General Fund".

- Section 32-31, Barricades and Lights, is being revised to eliminate the requirement for safety guards and lights to conform with Section 32-12 from above.
- Section 32-52 and 32-53, are being revised to eliminate the requirement for the Public Works Department to provide staking for driveways and sidewalks. Staking should be a contractor or property owner responsibility.
- Section 32-54, Material; Location; Curb Length, is being revised to allow for hot-mix asphalt driveways.
- Section 32-58, Sidewalks; Assessments; Bonds, is being revised regarding assessment of repairs to sidewalks without creating a sidewalk district.
- Section 32-72.7, Amber Blinking Lights or Flares, is being revised to change lights and flares to barricades. The Manual of Uniform Traffic Control Devices requires barricades, but lights are optional. Flares are no longer used.
- Section 32-74.1, Objects in the Right-of-Way, is a new section of the City Code and has been added to eliminate City liability for damage to private property placed on City property.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the changes to Chapter 32 of the City Code.

Sample Motion

Move to approve Ordinance 9205 revising code sections in Chapter 32 of the Grand Island City Code.

ORDINANCE NO. 9205

An ordinance to amend Chapter 32 of the Grand Island City Code; to amend Section 32-12 pertaining to Retroreflectorized Barricades, Section 32-24 pertaining to Permits and Application, Section 32-25 pertaining to Permit Fees, Section 32-26 pertaining to the Responsibility of the Permittee, Section 32-27 pertaining to Charges for Pavement Cuts, Section 32-28 pertaining to Call-Out Charge, Section 32-31 pertaining to Barricades and Lights, Section 32-52 pertaining to Prerequisites Generally, Section 32-53 pertaining to Duties of Public Works Director, Section 32-54 pertaining to Material; Location; Curb Length, Section 32-58 Sidewalks; Assessments; Bonds, Section 32-72.7 pertaining to Barricades and Section 32-74.1 pertaining to Objects in the Right-of-Way; to repeal Sections 32-12, 32-24, 32-25, 32-26, 32-27, 32-28, 32-31, 32-52, 32-53, 32-54, 32-58, 32-72.7 and 32-74.1 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 32-12, 32-24, 32-25, 32-26, 32-27, 32-28, 32-31, 32-52, 32-53, 32-54, 32-58, 32-72.7 and 32-74.1 of the Grand Island City Code is hereby amended to read as follows:

§ 32-12 Excavations; Barricades

No person shall leave any excavation made in any street or highway open at any time without retroreflectorized barricades at such excavations. The name of the company responsible for the excavation shall be clearly visible on the barricades.

§ 32-24 Permits; Application

The application for a permit to make a pavement or sidewalk cut shall be made to the City Public Works Department and shall show the name of the party seeking the permit, the location of the duty or opening to be made, the purpose for which the same is to be made and any other pertinent information the City may require. No permit or fee is required for the lowering (milling) of a curb for ADA compliant handicap sidewalk ramps.

ORDINANCE NO. 9205 (Cont.)

§ 32-25 Permit; Fee

The party applying for a permit to make a pavement or sidewalk cut shall pay to the City at the time such permit is issued a fee in accordance with the City of Grand Island Fee Schedule, which amount shall be credited to the general fund of the City. No fee shall be charged for those performing services under contract for the City, but a permit shall be required. A single (blanket) permit may be issued with no fee to a contractor working in multiple locations throughout the City as directed by the City. If work is commenced prior to application for the permit, an investigation fee in addition to the permit fee in the same amount as the permit fee shall be assessed. Each permit shall expire six months from date of issuance.

§32-26 Responsibility of Permittee

(1) Public utility corporations operating in the City under a franchise, licensed plumbers, city-owned utility departments, parties lowering curbs for a driveway entrance, parties performing services under contract for the City, and other permittees, shall at their own expense make such cuts or openings in streets, alleys, sidewalks, and public grounds according to specifications hereinafter provided. If the surface of any such cut or opening made in any street, alley, sidewalk, or public grounds should thereafter become defective within two years by reason of settling, faulty workmanship, or materials, the same shall upon notice from the public works director be immediately repaired and restored to the satisfaction of said director at no expense to the City. If such party fails to repair or replace such faulty work within a reasonable time, the City shall proceed to make such necessary repairs and restore the surface of such cut or opening, and the expense incurred by the City shall immediately be paid by the one to whom the permit to make such cut or opening was issued.

(2) Public utility corporations operating in the City under a franchise, licensed plumbers, city-owned utility departments, parties lowering curbs for a driveway entrance, parties performing services under contract for the City and other permittees, shall after receiving a permit to have a cut or opening made in any street, alley, sidewalk, or other public ground, if such cut or opening is to be made by the City, give at least forty-eight (48) hours notice before such pavement or sidewalk cut shall be made by the City for them, provided, that when such notice is given to the City on Friday or the day before any legal holiday, the time period shall extend to at least 1 p.m. of the second regular City workday. When desiring to have the replacement of any cut or opening made, the same time limit shall apply as when making application for a permit.

The removal of the material from the area cut, the excavation thereunder and the backfill to subgrade, shall be the responsibility of the applicant and shall be performed according to the provisions of the Grand Island City Code, as amended.

(3) Parties performing services under contract for the City shall, after making application for a permit to make such cuts or openings in streets, alleys, sidewalk, and public grounds, proceed according to specifications as provided in their contracts.

(4) All integral curbs to be removed for driveway entrances (if not milled by the City) shall be sawed and removed as per standard plans on file in the office of the city engineer. When the curb to be removed is part of the curb and gutter, the entire curb and gutter shall be removed to the nearest contraction joints beyond the width of the opening required.

§32-27. Charges for Pavement Cuts

The City will, after the person or corporation receives the permit, do pavement cuts at the charges set out in the City of Grand Island Fee Schedule, except in the case of public utility corporations or city-owned utility departments.

The money collected for the above charges shall be credited to the General Fund.

ORDINANCE NO. 9205 (Cont.)

In lieu of the City performing any of the above services, a permittee may perform such work on City right-of-way abutting permittee's property only, or may employ an independent contractor, as approved by the public works director. Such permittee shall not commence work until providing City proof of insurance coverage with limits not less than hereinafter set out, namely:

(A) Worker's Compensation Insurance in compliance with the laws of the State of Nebraska, and Employees Liability Insurance.

(B) Public Liability and Property Damage Insurance covering with limits as follows:

(i) Where work is to be performed in Light Business (B1) Zone, General Business (B2) Zone, Heavy Business (B3) Zone, Light Manufacturing (M1) Zone, Heavy Manufacturing (M2) Zone, Commercial Development (CD) Zone, or Industrial Development (ID) Zone, with limits of not less than \$25,000 for each person; \$50,000 for more than one person for each occurrence for bodily injury and death; and property damage limits of not less than \$10,000; and

(ii) Where work is to be performed in Transitional Agriculture (TA) Zone, Suburban Residential (R1) Zone, Low Density Residential (R2) Zone, Medium Density Residential (R3) Zone, High Density Residential (R4) Zone, Residential-Office (RO) Zone, or Residential Development (RD) Zone, with limits of not less than \$5,000 each person; \$10,000 for more than one person for each occurrence for bodily injury and death; and property damage limits of not less than \$5,000; and, in any instance, in such additional amounts as specified and required by the public works director when authorizing the work.

(C) Automobile liability insurance with limits of \$10,000 each person, and \$20,000 each accident for bodily injury or death; and \$5,000 each accident for property damage, or such additional amounts as specified by the public works director when authorizing the work.

§32-28. Call-Out Charge

In addition to the charges for pavement cuts, each person or corporation receiving a permit as required by §32-22 and requiring City personnel for performance of the work required thereunder, shall pay a fee in accordance with the City of Grand Island Fee Schedule for concrete sawing and for concrete milling.

The aforesaid fee shall be credited to the General Fund.

§32-31. Barricades

Any person making excavations in any street, alley or other public grounds in the City shall, at all times after such work is commenced and up to its completion and acceptance by the public works director, maintain proper barricades for the protection of the traveling public.

§32-52. Prerequisites Generally

Any person who intends or desires to alter, break, construct, reconstruct, or remove any curb, gutter, public sidewalk, or hardsurfaced driveway, or any combination of them within the area of any street right-of-way lying within the limits of the City, or within its zoning jurisdiction, shall notify the public works director of such intent or desire and obtain a permit therefor. No construction or reconstruction work in connection therewith shall be started until the public works director has furnished specifications for such work. A permit fee in accordance with the City of Grand Island Fee Schedule shall be charged for each permit, and each permit shall expire six months from date of issuance. The City Council may, by resolution, waive the permit fee.

ORDINANCE NO. 9205 (Cont.)

§32-53. Duties of Public Works Director

The public works director shall furnish specifications for all approved projects described by §32-52, and shall cause the work to be inspected at proper times to see that such work is done in accordance with such specifications. No additional fee shall be collected for the inspection service, nor for the original engineering service.

§32-54. Material; Location; Curb Length

All curbs and gutters, public sidewalks and hard-surfaced driveways constructed or reconstructed within the area of any street right-of-way shall be of Portland cement concrete construction (driveways may also be constructed of hot-mix asphalt), unless the city council, upon proper showing that the public will be adequately protected, shall permit other material to be used in a particular location.

Curbs and gutters shall be located so as to provide the proper width for future street paving; shall be constructed to the grade established by ordinance; and shall not be constructed in length of less than the full distance between street intersections at any one time.

§32-58. Sidewalks; Assessments; Bonds

(1) Petition Method of Sidewalk Construction. Upon the petition of any freeholder who desires to build such a permanent sidewalk, the council may by ordinance order the same to be built, and that the cost of the same until paid shall be a perpetual lien upon the real estate along which the freeholder desires such sidewalk to be constructed, and the City may assess and levy the costs of same against such real estate in the manner provided by law. The total cost of the building of the permanent sidewalk shall be levied at one time upon the property along which such permanent sidewalk is to be built, and become delinquent as herein provided: One-seventh of the total cost shall become delinquent in ten days after such levy; one-seventh in one year; one-seventh in two years; one-seventh in three years; one-seventh in four years; one-seventh in five years; one-seventh in six years. Each of such installments, except the first, shall draw interest at the rate of not exceeding seven percent per annum from the time of the levy aforesaid until the same shall become delinquent; and after the same shall become delinquent interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes. The council shall pay for the building of such permanent sidewalk out of the general fund.

(2) Sidewalks; Failure to Improve.

(A) Whenever it shall be determined by a three-fourths vote of the city council that public sidewalks are not in place contiguous to the street side boundary lines of any lot, tract, or parcel of land within the city, or that any sidewalks then in place are of insufficient width for usual and convenient use by the public, or that any sidewalks are not laid upon property grade and line, or are of defective construction, or are in a state of disrepair, or are obstructed so as to make such sidewalks unsafe, dangerous or hazardous for public use, then the Public Works Department shall send notice to the property owner giving 15 days to obtain a permit and an additional 15 days to construct or repair the sidewalk as required. Notice will be sent by regular United States mail to the owner's last known address.

(B) In case the owner or owners of any lot, lots or lands abutting on any street or avenue, or part thereof, shall fail to construct or repair any sidewalk in front of his, her or their lot, lots or lands within the time and in the manner as directed and required by the mayor and council, after having received due notice to do so, they shall be liable for all damages or injury occasioned by reason of the defective or dangerous condition of any sidewalk; and the mayor and council shall have power to cause such sidewalk to be constructed or repaired and assess the cost thereof against such property in the manner provide by law for the levying and collection of special assessments.

(C) In addition to the foregoing, the Council by a three-fourths vote of all members may, by ordinance, create a sidewalk district pursuant to §19-2417, R.R.S. Neb., and cause such sidewalk to be constructed, reconstructed, or repaired as the case may be and shall contract thereof. The council shall levy assessments on the lots and parcels of land abutting on or adjacent to the sidewalk improvements

ORDINANCE NO. 9205 (Cont.)

especially benefited thereby in such district in proportion to the benefits, to pay the cost of such improvement. All assessments shall be a lien on the property on which levied from the date of the levy until paid. The assessment of the special tax, for the sidewalk improvement, shall be levied at one time and shall become delinquent as follows: One-seventh of the total assessment shall become delinquent in ten days after such levy; one-seventh in one year; one-seventh in two years; one-seventh in three years; one-seventh in four years; one-seventh in five years; and one-seventh in six years. Each of such installments, except the first, shall draw interest at the rate of not exceeding seven percent per annum from the time of the levy until the same shall become delinquent; and after the same shall become delinquent, interest at the rate of fourteen percent per annum shall be paid thereon as in the case of other special taxes. All such assessments shall be made and collected in accordance with the procedure established for paving assessments. The power to establish a sidewalk district shall be cumulative to the general authority of the City to regulate sidewalks.

(3) Bonds, Warrants, Payments. For the purpose of paying the cost of sidewalk improvements in any sidewalk district, the council may, by ordinance, cause to be issued bonds of the City, to be called Sidewalk Bonds of District No. _____, payable in not exceeding six years from date, and to bear interest annually or semi-annually at not exceeding six percent per annum, with interest coupons attached. Such bonds shall be general obligations of the City with principal and interest payable from a fund made up of the special assessments collected and supplemented by transfers from the general fund to make up any deficiency in the collection of the special assessments. For the purpose of making partial payments as the work progresses, warrants may be issued by the council, upon certificate of the engineer in charge showing the amount of the work completed, in a sum not exceeding eighty percent of the cost thereof, which warrants shall be redeemed and paid upon the sale of the bonds issued and sold as aforesaid.

(4) Waiver of Sidewalk Requirements. This section shall be of no force or effect with respect to any property subject to a waiver of sidewalk requirements granted by the city council as provided by this Code.

§32-72.7. Barricades

(1) Retroreflectorized barricades shall be maintained at each end of every pile of material in every street or alley, and at each end of every excavation.

(2) Any roll off box using and obstructing a street, alley or sidewalk or part thereof must be equipped with reflective material not less than two (2) square feet in area on both the front and back ends.

§32-74.1. Objects in the Right-of-Way

The City will assume no responsibility for damage to underground lawn sprinkling systems or landscaping installed in the City owned right-of-way.

SECTION 2. Section 32-12, 32-24, 32-25, 32-26, 32-27, 32-28, 32-31, 32-52, 32-53, 32-54, 32-58, 32-72.7 and 32-74.1 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

ORDINANCE NO. 9205 (Cont.)

Enacted: February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item F3

#9206 - Consideration of Vacation of a Public Utility Easement in Part of Lot One (1) Mainland of Section 27, Range 11 West, Township 9 North- 2707 & 2709 S Locust Street (South Pointe Development, LLC)

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 10, 2009

Subject: Consideration of Vacation of a Public Utility Easement in Part of Lot One (1) Mainland of Section 27, Range 11 West, Township 9 North- 2707 & 2709 S Locust Street (South Pointe Development, LLC)

Item #'s: F-3

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

Background

Council action is required for vacation of a public utility easement through the passing of an Ordinance. The developer of the property is requesting vacation of public utility easements that will be replaced with public utility easements with the platting of Southpoint Subdivision.

Discussion

One of the easements is occupied by a public sanitary sewer main. The developer will relocate the sanitary sewer main to the new easement at the developers cost. The new easement for the sanitary sewer will be located along the north and east sides of the lot to allow for full development of the property. The new easement is being considered for dedication at tonight's council meeting with the platting of Southpointe Subdivision.

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 pass an Ordinance vacating the public utility easement in part of Lot One (1) Mainland in Part of Lot One (1) Mainland of Section 27, Range 11 West located at 2707 & 2709 South Locust Street.

Sample Motion

Move to approve Ordinance 9206 vacating the public utility easement.

This Space Reserved for Register of Deeds

ORDINANCE NO. 9206

An ordinance to vacate a portion of an existing public utility easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That existing public utility easements at 2707 & 2709 South Locust Street in Grand Island, Hall County, Nebraska, more particularly described as follows:

BEGINNING AT A POINT WHICH IS FIVE HUNDRED THIRTY THREE (533.0) FEET NORTH AND THIRTY THREE (33.0) FEET EAST OF THE QUARTER SECTION CORNER BETWEEN SECTIONS TWENTY SEVEN (27) AND TWENTY EIGHT (28), IN TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST, OF THE 6TH P.M.; THENCE EASTERLY AT RIGHT ANGLES A DISTANCE OF THREE HUNDRED SIXTY ONE AND FIVE-TENTHS (361.5) FEET TO A POINT ON THE WESTERLY LINE OF LOT TWENTY FIVE (25) OF MATTHEW'S SUBDIVISION; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT TWENTY FIVE (25) A DISTANCE OF ONE HUNDRED FIFTY FIVE AND FIVE-TENTHS (155.5) FEET. SAID TRACT OF LAND CONTAINING 0.19 ACRES MORE OR LESS, RECORDED AS DOCUMENT NO. 81-004327 IN THE OFFICE OF THE REGISTER OF DEEDS OF HALL COUNTY, NEBRASKA;

AND

| | |
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| Approved as to Form | ☐ _____ |
| February 5, 2009 | ☐ City Attorney |

ORDINANCE NO. 9206 (Cont.)

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT TWENTY FIVE (25), MATTHEW'S SUBDIVISION, SAID POINT BEING TWO HUNDRED FORTY-SEVEN (247.0) FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT TWENTY FIVE (25); THENCE SOUTH ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT TWENTY FIVE (25) FOR A DISTANCE OF ONE HUNDRED (100.0) FEET; THENCE EAST ON A LINE ONE HUNDRED FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT TWENTY FIVE (25) FOR A DISTANCE OF SIXTEEN (16) FEET; THENCE NORTH ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT TWENTY FIVE (25) FOR A DISTANCE OF ONE HUNDRED (100.0) FEET TO THE SOUTH LINE OF SAID LOT TWENTY FIVE (25); THENCE WEST ON THE SOUTH LINE OF SAID LOT TWENTY FIVE (25) FOR A DISTANCE OF SIXTEEN (16) FEET TO THE POINT OF BEGINNING, CONTAINING 1,600 SQUARE FEET, MORE OR LESS, RECORDED AS DOCUMENT NO. 86-103070 IN THE OFFICE OF THE REGISTER OF DEEDS OF HALL COUNTY, NEBRASKA;

AND

A TRACT OF LAND COMPRISING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., IN GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT TWENTY FIVE (25), MATTHEW'S SUBDIVISION, SAID POINT BEING TWO HUNDRED FIFTY-FOUR AND SEVENTEEN HUNDREDTHS (254.17) FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT TWENTY-FIVE (25); THENCE SOUTHERLY PERPENDICULAR TO THE SOUTH LINE OF SAID LOT TWENTY-FIVE (25), A DISTANCE OF EIGHTH AND TWENTY-FIVE HUNDREDTHS (8.25) FEET; THENCE DEFLECTING LEFT 20°07'10" AND RUNNING SOUTHEASTERLY, A DISTANCE OF NINETY SEVEN AND FIFTEEN HUNDREDTHS (97.15) FEET TO A POINT SEVENTY FIVE AND EIGHT TENTHS (75.8) FEET WEST OF THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY, RECORDED AS DOCUMENT NO. 88-101150 IN THE OFFICE OF THE REGISTER OF DEEDS OF HALL COUNTY, NEBRASKA;

AND

A TRACT OF LAND CONSISTING OF A SIXTEEN (16.0) FOOT WIDE EASEMENT LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW 1/4) OF SECTION TWENTY SEVEN (27), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, THE CENTERLINE OF SAID SIXTEEN (16.0) FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF AN EXISTING SIXTEEN (16.0) FOOT WIDE SANITARY SEWER EASEMENT AND THE NORTH LINE OF LOT ONE (1), GARRISON SUBDIVISION; THENCE RUNNING NORTHWESTERLY,

ORDINANCE NO. 9206 (Cont.)

A DISTANCE OF APPROXIMATELY ONE HUNDRED SIXTY EIGHT AND SIX TENTHS (168.6) FEET, TO THE CENTERLINE OF AN EXISTING SIXTEEN (16.0) FOOT WIDE EASEMENT RECORDED AS DOCUMENT NO. 86-103070, IN THE OFFICE OF THE REGISTER OF DEEDS, AND TO THE POINT OF TERMINATION, SAID TRACT CONTAINING 0.062 ACRES (2697.6 SQ. FT.) MORE OR LESS, RECORDED AS DOCUMENT NO. 0200400494 IN THE OFFICE OF THE REGISTER OF DEEDS OF HALL COUNTY, NEBRASKA;

are hereby vacated. Such right-of-way to be vacated is shown and more particularly described on

Exhibit A attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

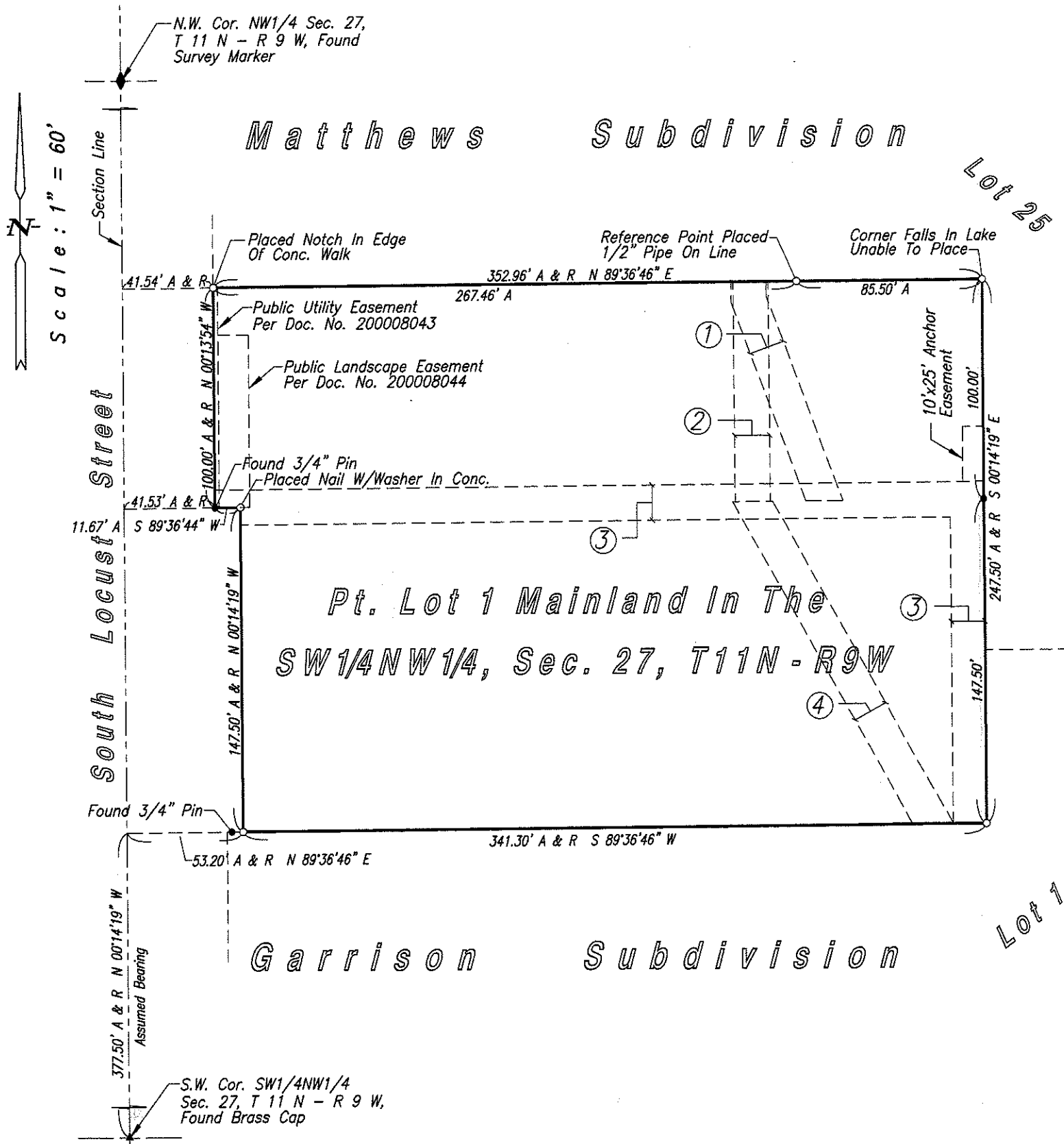
SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G1

Approving Minutes of January 27, 2009 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 27, 2009

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on January 27, 2009. Notice of the meeting was given in *The Grand Island Independent* on January 21, 2009.

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

INVOCATION was given by Mayor Hornady followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council members Garrett Coble and Simon Walker and Board Member Randy See. Also mentioned was the "Create Your Community" art contest at the Conestoga Mall this weekend. Mayor commented on the successful pencil drive.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of StormReady Community. Steve Kisner and Steve Eddy, Meteorologist with the National Weather Service were present to recognize the City of Grand Island as a StormReady Community. Emergency Management Director Jon Rosenlund was present to receive the recognition and thanked his staff and the community.

Proclamation "Census 2010". Mayor Hornady proclaimed full support of and participation in the success of the "Census 2010". Steve Rein and Mike Santillanes with the Census Bureau were present to receive the proclamation and present a video of the 2010 Census.

PUBLIC HEARINGS:

Public Hearing on Request from Vientiane Restaurant, LLC dba Vientiane Restaurant, 523 West 4th 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 Vientiane Restaurant, LLC dba Vientiane Restaurant, 523 West 4th Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on January 5, 2009; notice to the general public of date, time, and place of hearing published on January 17, 2009; notice to the applicant of date, time, and place of hearing mailed on January 5, 2009; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. John Higgins, Attorney representing Vientiane Restaurant spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 1804 South Eddy Street (Goodwill Industries of Greater Nebraska, Inc.). Gary Mader, Utilities Department Director reported that a

utility easement was needed at 1804 South Eddy Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place high voltage underground cable and a pad-mounted transformer to serve the increased load of Goodwill Industries. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 3625 Old Potash Highway (Hall County, Nebraska/Hornady Family Limited Partnership). Gary Mader, Utilities Department Director reported that a utility easement was needed on the east side of Hornady Manufacturing Company at 3625 Old Potash Highway 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 cable and a pad-mounted transformer to serve the increased electrical load at the east building of Hornady Manufacturing. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendments to Chapter 36 of the City Code to the B2 General Business Zone and AC Arterial Commercial Overlay Zone Regarding Recreation Vehicle Campgrounds and Changes to Section 36-26 Projections from Buildings. Chad Nabity, Regional Planning Director reported Rick Milton with the Rodeway Inn on South Locust Street had requested Council to consider allowing campgrounds in the AC overlay district by conditional use permit. The AC overlay district is located on both sides of South Locust between Fonner Park Road and U.S. Highway 34.

The other change was for approval to change the language dealing with covered porches that project into the required yard setbacks. The request was to revert back to language that covered this issue prior to the 2004 Zoning Regulation changes. The older language accomplishes the same end as the new language but would be easier to explain, implement and enforce. Staff recommended approval. Rick Milton, 109 East Ashton Avenue spoke in support. No further public testimony was heard.

Public Hearing Concerning Budget Amendment. Dave Springer, Finance Director reported that discussion with the State Auditor's office had determined that a long standing procedure used in the budgeted appropriations calculation was not the preferred method and it would be appropriate to amend the current year's budget and revise the process for future state budget submittals. 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:

#9202 – Consideration of Amendments to Chapter 36 of the Grand Island City Code to the B2 General Business Zone and AC Arterial Commercial Overlay Zone Regarding Recreation Vehicle Campgrounds and Changes to Section 36-26 Projections from Buildings

#9203 – Consideration of Budget Amendment

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 #9202 and #9203 related to the aforementioned Public Hearing.

Motion by Nickerson, second by Gericke to approve Ordinances #9202 and #9203. Comments were made concerning campgrounds along South Locust Street. Craig Lewis, Building Department Director answered questions regarding restrictions and time limits for conditional use permits.

Motion by Gericke to table Ordinance #9202. Motion died due to lack of a second.

Discussion was held on Ordinance #9203 regarding the current number and amount of carry over purchase orders. Finance Director Dave Springer explained the carry over’s were for projects still in progress and that all of the projects were legitimate.

Motion by Carney, second by Haase to lay on the table Ordinance #9203 to the February 10, 2009 meeting. Upon roll call vote, Councilmember’s Niemann, Gilbert, Haase, Carney, and Gericke voted aye. Councilmember’s Meyer, Dugan, Ramsey, Zapata, and Nickerson voted no. Mayor Hornady voted no. Motion failed.

Motion by Meyer, second by Dugan to refer Ordinance #9203 to the next available Study Session. Upon roll call vote, Councilmember’s Meyer, Niemann, Gilbert, Haase, Carney, Dugan, Ramsey, and Gericke voted aye. Councilmember’s Zapata and Nickerson voted no. Motion adopted.

City Clerk: Ordinance #9202 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember’s Niemann, Gilbert, Haase, Carney, Dugan, Ramsey, and Nickerson voted aye. Councilmember’s Meyer, Zapata, and Gericke voted no. Motion adopted.

City Clerk: Ordinance #9202 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember’s Niemann, Gilbert, Haase, Carney, Dugan, Ramsey, Zapata, and Nickerson voted aye. Councilmember’s Meyer and Gericke voted no. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9202 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent agenda item G-11 was pulled for further discussion. Motion by Zapata, second by Gilbert to approve the Consent Agenda excluding item G-11. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of January 13, 2009 City Council Regular Meeting.

Approving Minutes of January 20, 2009 City Council Study Session.

Approving Appointments of John Mayer, Todd Morgan, Scott Kuehl, and Tom Cox to the Firefighters Pension Committee.

Approving Appointments of Kelly Mossman, Danny Dubbs, Michael Nelson, and Janet Mead to the Police Pension Committee.

Approving Final Plat and Subdivision Agreement for Pirnie First Subdivision. It was noted that Tom and Sue Pirnie, owners had submitted the Final Plat and Subdivision Agreement for Pirnie First Subdivision for the purpose of creating 2 lots east of Stuhr Road and north of Bismark Road comprising of approximately 1.581 acres.

#2009-15 – Approving Acquisition of Utility Easement Located at 1804 South Eddy Street (Goodwill Industries of Greater Nebraska, Inc.).

#2009-16 – Approving Acquisition of Utility Easement Located at 3625 Old potash Highway (Hall County, Nebraska/Hornady Family Limited Partnership).

#2009-17 – Approving Agreement with the Nebraska Department of Roads for Relocation of a Power Pole for Construction of the North Bound Lanes of U.S. Highway 281 from I80 to Nebraska Highway 2, North of Capital Avenue.

#2009-18 – Approving Bid Award for Twelve (12) Substation Communication Processors with Kriz-Davis Company of Grand Island, Nebraska in an Amount of \$110,937.60.

#2009-19 – Approving Bid Award for Water Main Project 2009-W-2 – Wellfield Well Header Modifications (Materials Only) with Municipal Supply of Hastings, Nebraska in an Amount of \$29,986.67 and HD Supply of Omaha, Nebraska in an Amount of \$82,273.41.

#2009-21 – Approving Maintenance Agreement Number 12 Renewal for 2009 with the Nebraska Department of Roads.

#2009-22 – Approving Update to Resolution 2008-201; for Additional Repairs and Rental of Electrical Switch Gear at the Waste Water Treatment Plant in an Amount not to exceed #30,326.50.

#2009-23 – Approving Updates to Sections 3.11, 3.17, 3.23, 4.01, 4.11, and 4.12 of the Personnel Rules.

#2009-20 – Approving Household Hazardous Waste Grant with Nebraska Department of Environmental Quality. Assistant to the City Administrator Paul Briseno answered questions regarding two FTE's, costs, and funding for the five year grant. Mr. Briseno stated there were no other facilities within the city that provided this kind of service. An Environmental Trust Grant was submitted in November and if that is not approved then this facility would not go forward.

Motion by Nickerson, second by Gericke to approve Resolution #2009-20. Upon roll call vote, all voted aye. Motion adopted.

REQUESTS AND REFERRALS:

Approving Referral of the One & Six Year Street Improvement Plan to the Regional Planning Commission Steve Riehle, Public Works Director reported on the process of having the Regional Planning Commission act on the One & Six Year Street Improvement Program and then bring their recommendations to the City Council. The City Council would act on this at their February 10, 2009 Regular meeting.

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

RESOLUTIONS:

#2009-24 – Approving Request from Vientiane Restaurant, LLC dba Vientiane Restaurant, 523 West 4th Street for a Class “C” Liquor License and Liquor Manager Designation for Chanh Bandasack, 510 North White Street. This item related to the aforementioned Public Hearing.

Motion by Meyer, second by Ramsey to approve Resolution #2009-24 contingent upon final inspections and upon Mr. Bandasack completing a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Zapata to approve the Claims for the period of January 14, 2009 through January 27, 2009, for a total amount of \$2,167,683.42. Unanimously approved.

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

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G2

Approving Appointments of Roger Bullington, John Hoggatt, Denzel Rasmussen, and Jack Henry to the Grand Island Facilities Corporation

The Mayor has submitted the re-appointments of Roger Bullington and John Hoggatt to the Grand Island Facilities Corporation. These appointments would become effective immediately upon approval by the City Council and would expire on November 30, 2011.

The Mayor has submitted the appointment of Denzel Rasmussen to fill the vacancy of Scott Dugan. This appointment would become effective immediately upon approval by the City Council and would expire on November 30, 2010.

The Mayor has submitted the appointment of Jack Henry to fill the unexpired term of Terry Loschen. This appointment would become effective immediately upon approval by the City Council and would expire on November 30, 2010.

Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G3

**#2009-25 - Approving Final Plat and Subdivision Agreement for
Fairway Crossings at Indianhead Golf Club First Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: February 10, 2009

Subject: Fairway Crossings at Indianhead Golf Club First Subdivision – Final Plat

Item #'s: G-3

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

Background

This final plat proposes to create 77 lots located north of Husker Hwy and east of Engleman Road. This is approximately 31.94 acres and 77 lots. The property is zoned R1 - Suburban Residential Zone.

Discussion

The final plat for Fairway Crossings at Indianhead Golf Club First Subdivision was considered by the Regional Planning Commission at the February 4, 2009 meeting. A motion was made by, and seconded by, to approve the plat as presented. A roll call vote was taken and the motion carried with 7 members present voting in favor (O'Neill, Ruge, Monter, Haskins, 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

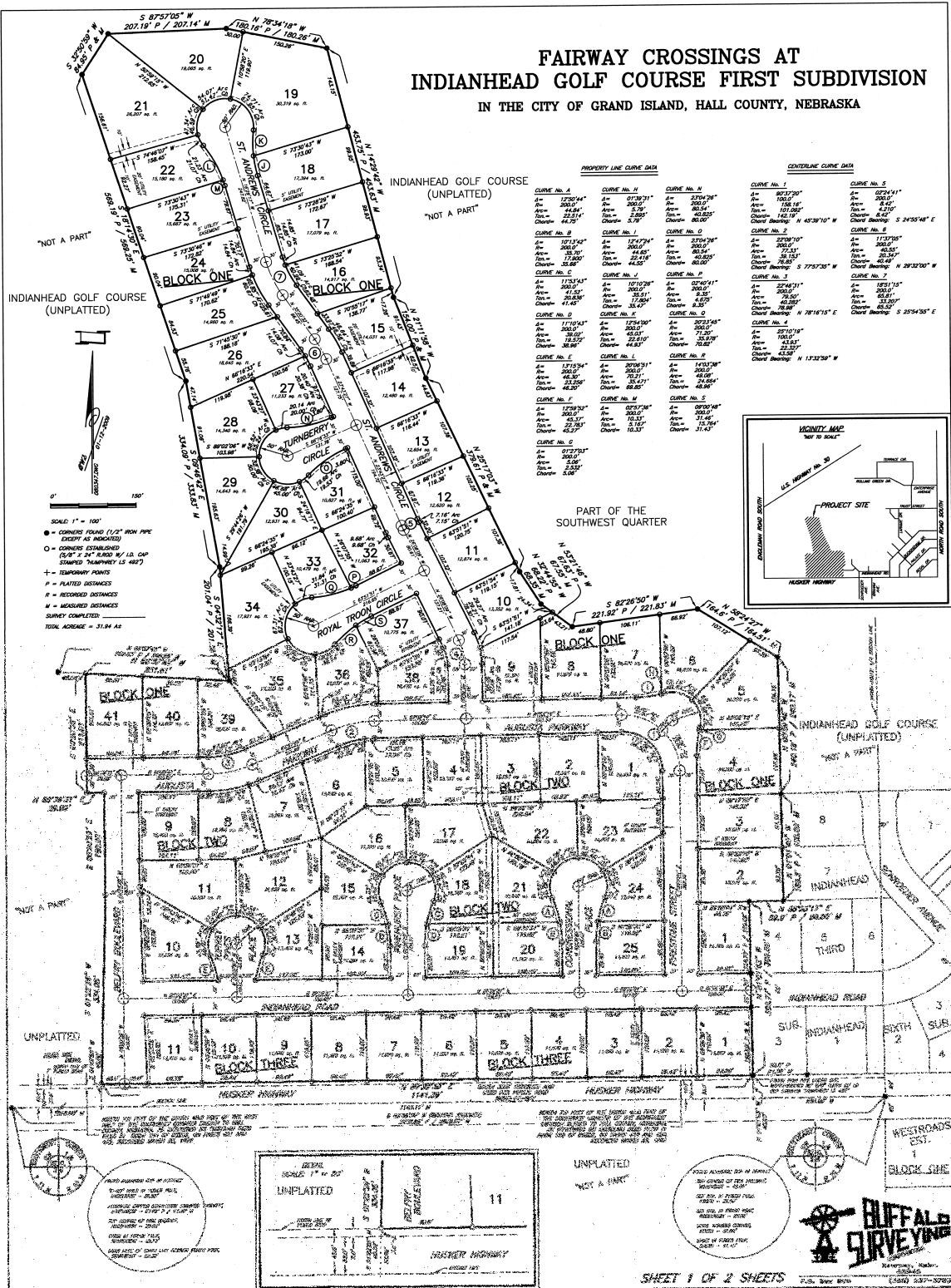
Recommendation

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

Sample Motion

Move to approve as recommended.

FAIRWAY CROSSINGS AT INDIANHEAD GOLF COURSE FIRST SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



Fairway Crossings at Indianhead Golf Club First Subdivision Final Plat Summary

Developer/Owner

Indianhead Golf Club, Inc.
Indian Head Golf Club, Inc
Jack Henry, President
2928 E US Hwy 30
Grand Island, NE 68801

77 Lots north of Husker Hwy, east of Engleman Road Section 26, Township 11 North, Range 10 West, in Grand Island, in Hall County, Nebraska.

Size: 31.94 Acres

Zoning R1 – Suburban Residential

Road Access: New Public City Streets will be built to city standards

Water Public: Public water will be extended to serve all lots

Sewer Public: Public sewer will be extended to serve all lots



RESOLUTION 2009-25

WHEREAS, Indianhead Golf Club, Inc., a/k/a Indian Head Golf Club, Inc., by and through it's President, Jack Henry, as owner, have caused to be laid out into 77 lots, a tract of land being part of the Southwest Quarter (SW1/4) of Section Twenty-Six (26), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, under the name of FAIRWAY CROSSINGS AT INDIANHEAD GOLF CLUB FIRST 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 FAIRWAY CROSSINGS AT INDIANHEAD GOLF CLUB FIRST SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| February 5, 2009 | ☐ City Attorney |



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G4

**#2009-26 - Approving Final Plat and Subdivision Agreement for
South Pointe Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: February 10, 2009

Subject: South Pointe Subdivision – Final Plat

Item #'s: G-4

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

Background

This final plat proposes to create 1 lot located north of Hwy 34 east of South Locust. This is approximately 1.966 acres and 1 lot. The property is zoned B2 - AC Arterial Commercial Overlay Zone and B2 - General Business Zone.

Discussion

The final plat for South Pointe Subdivision was considered by the Regional Planning Commission at the February 4, 2009 meeting. A motion was made by, and seconded by, to approve the plat as presented. A roll call vote was taken and the motion carried with 7 members present voting in favor (O'Neill, Ruge, Monter, Haskins, Bredthauer, Heineman, and Snodgrass).

Alternatives

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

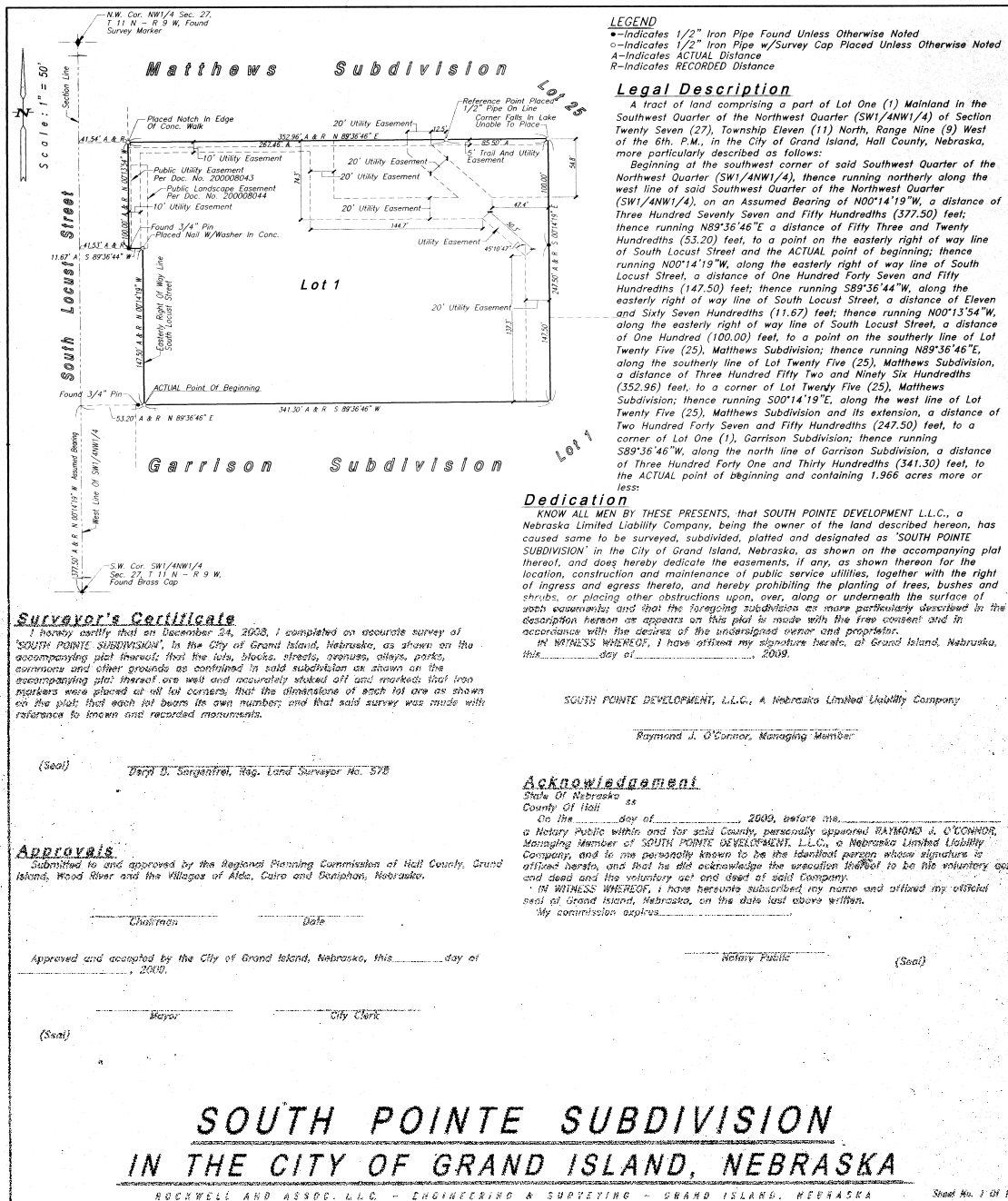
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



South Pointe Subdivision Final Plat Summary

Developer/Owner

South Pointe Development L.L.C
Raymond J. O'Connor, Managing Member
PO Box 139
Grand Island, NE 68802

North of US Hwy 34, east of South Locust Street, Section 27, Township 11 North, Range 9 West, in Grand Island, in Hall County, Nebraska.

Size: 1.966 Acres

Zoning: B2-AC – B2 – General Business Zone and AC-Arterial Commercial Overlay

Road Access: Public City Streets

Water Public: Public water available

Sewer Public: Public sewer available



RESOLUTION 2009-26

WHEREAS, South Pointe Development L.L.C. a Nebraska Limited Liability Company, Raymond J. O'Connor, Managing Member, as owner, have caused to be laid out into 1 lot, a tract of land comprising a part of Lot One (1) Mainland in the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Twenty Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, under the name of SOUTH POINTE 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 SOUTH POINTE SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| February 5, 2009 | ☐ City Attorney |



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G5

#2009-27 - Approving Safe Havens: Supervised Visitation and Safe Exchange Grant

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Council Meeting: February 10, 2009

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

Item #'s: G-5

Presenter(s): Joni Kuzma,
Community Development Administrator

Background

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

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

The Heartland Family Visitation Center has been providing services since May 2006 and celebrated service to its 100th family in December 2008. The Heartland Family Visitation Center is located at 204 N. Locust, incorporated as a 501(c)(3) in December 2006 and has a nine member Board of Directors to oversee operations.

Discussion

A five-year grant is available to the City for 2009 - 2012 funding for operations of the Heartland Family Visitation Center and is due February 19, 2009. The amount of grant funding will decrease annually for three years. A signed Memorandum of Understanding between the City, the Heartland Family Visitation Center and required partners (Crisis Center and the Hall County Court) is required for the grant application and is included in this packet. This Memorandum will not be binding if the grant is not received.

The City acts as fiscal agent and pass-through for grant funds. Invoices are paid to the Center on a reimbursement basis and the City requests reimbursement from the Office on Violence Against Women.

Alternatives

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

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

Recommendation

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

Sample Motion

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

MEMORANDUM OF UNDERSTANDING
SAFE HAVENS: SUPERVISED VISITATION AND SAFE EXCHANGE GRANT
GRANT REFERENCE NUMBER: OVW-2009-2014

This Memorandum of Understanding is approved and executed on this _____ day of _____, 2009 by THE CITY OF GRAND ISLAND (The City), THE HEARTLAND FAMILY VISITATION CENTER (Visitation Center), THE CRISIS CENTER, INC., AND THE HALL COUNTY COURT SYSTEM (The Courts).

I. Project Description.

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

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

II. History of Relationship.

The City of Grand Island collaborated with The Crisis Center, Inc. in 2001 to determine the need for a Supervised Visitation and Exchange Center. As a result, the City applied for and received a Safe Havens: Supervised Visitation and Safe Exchange planning grant in 2003 (2003-CW-BX-0026) and two-year planning/ implementation grant in 2005 (2005-CW-AX-0013.) The Visitation Center began serving clients for supervised visits and exchanges in May 2006.

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

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

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

In May 2006, the Heartland Family Visitation Center incorporated under the laws of the State of Nebraska as a nonprofit, public benefit corporation. In December 2008, the Center served its 100th family.

III. Development of Application

The Consulting Committee and Visitation Center Board have worked together in the development of a 2009 OVC Safe Havens grant. There have been a number of program, policy, and financial changes and improvements that have occurred during the past year. Meetings among collaborative partners included representatives from the City of Grand Island, the Heartland Family Visitation Center, The Crisis Center, Inc., Central Nebraska Child Advocacy Center and local court representatives have led to a project

plan that specifically considers the needs of victims of domestic violence and their children and defines MOU partner roles.

The Crisis Center is a lead grant partner and has been instrumental in providing ongoing guidance to Center staff in maintaining safety for victims of domestic violence, sexual assault, stalking, and/or child abuse. The Crisis Center has a significant role in Center activities. They provide training and education to Visitation Center staff, courts, and law enforcement, attend OVW and Praxis trainings, make referrals, and participated on the Consulting Committee for the past 5 years.

Recent meetings among the Board of Directors, County and local court representatives, and the Crisis Center have led to the agreements reflected in this Memorandum of Understanding and the submission of the 2009 grant application.

IV. Recitals.

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

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

V. Roles and Responsibilities

City of Grand Island, Hall County, Nebraska will

- Act as the fiscal agent for the cooperative agreement;
- Ensure compliance with spending and reporting requirements of OVW;
- Support the collaborative efforts of the project by providing meeting space;
- Designate staff members from appropriate departments (i.e. the Police Department and Community Development Division) to participate on the Community Consulting Committee; and
- Allow staff to attend trainings provided by OVW and/or technical assistance providers for OVW.

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

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

The Heartland Family Visitation Center will

- Dedicate all employed staff members and volunteers to provide supervised visitation services to families impacted by domestic violence, child abuse, sexual assault, and stalking;

- Support growth of the collaborative effort and supervise all Visitation Center activities;
- Submit program evaluation information to the fiscal agent as required by OVW;
- Submit financial documentation for accounting as needed;
- Maintain confidentiality about individuals and families using Visitation Center Services;
- Provide facilities (e.g. rooms, enclosed playground, etc.) for program service objectives;
- Collaborate with Director and staff of The Crisis Center, Inc. to update and coordinate training curriculum to be utilized by both organizations in training of staff pertaining to issues of domestic violence and supervised visitation and safe exchange;
- Monitor policy and protocols related to staff attendance at and involvement with court hearings and initial contacts of potential clients for the benefit of both organizations; and
- Attend trainings provided by OVW and/or technical assistance providers for OVW.

Hall County Court, Local Court System, will

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

VI. Time Line.

The roles and responsibilities described above are contingent on the City of Grand Island, Hall County, Nebraska receiving the funds requested for this project in the OVW grant application. The beginning and ending dates of this collaborative effort would coincide with the OVW approved grant period, including the general grant period of September 1, 2009 to August 30, 2012 and any subsequent extension or amendment as approved by OVW. Any previously approved MOU will become null and void as of the effective date of this document.

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

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

IX. Future Amendments.

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

APPROVAL

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

By _____
Cody Van Winkle, Director
Heartland Family Visitation Center

Date _____

By _____
Philip Martin
Hall County Court Judge

Date _____

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

Date _____

By _____
Margaret Hornady, Mayor
City of Grand Island

Date _____

ATTEST:

RaNae Edwards, City Clerk

RESOLUTION 2009-27

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

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

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

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

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

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

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G6

#2009- - Approving Bid Award for Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter Number 2 (Bio-Filter) at the Waste Water Treatment Plant

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 10, 2009

Subject: Approving Bid Award for Application of a Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter Number 2 (Bio-Filter) at the Waste Water Treatment Plant

Item #'s: G-6

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

Background

On January 7, 2009 the Waste Water Division of the Public Works Department advertised for bids for the application of a corrosive resistant coating system to concrete surfaces of the odorous air scrubbing filter number 2 (Bio-Filter) at the Waste Water Treatment Plant. Advertisement to Bidders were also sent to eighteen (18) potential bidders. The Bio-Filter is used to scrub odorous air from portions of the solids handling processes at the plant.

Discussion

Four (4) bids were received and opened on January 22, 2009. The Purchasing and Waste Water Divisions for the City have reviewed the bids. The Mongan Painting Company, Inc. of Cherokee, Iowa is willing to meet all required specifications to the contract documents as bid in the line item form in the total amount of \$ 45,077.69. It is being recommended that staff of the Waste Water Division perform the removal of the fiberglass angle, which will reduce a line item bid in the amount of \$ 3,596.40, and further recommend the staff of the Waste Water Division erect the structural skeleton over Bio-Filter Cell Number 2 for structure weather protection, which will reduce a line item bid in the amount of \$ 6,251.29. The total reduction of \$ 9,847.69 in line item work scope provided by city staff for a contract amount of \$ 35,230.00 to Mongan Painting Company, Inc. of Cherokee, Iowa.

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 bid for the application of a corrosive resistant coating system to concrete surfaces of the odorous air scrubbing filter number 2 (Bio-Filter) at the Waste Water Treatment Plant to The Mongan Painting Company, Inc. of Cherokee, Iowa in the amount of \$35,230.00.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 22, 2009 at 11:00 a.m.

FOR: Application for Corrosive Resistant Coating System to Concrete Surfaces of Odorous Air Scrubbing Filter No. 2 at WWTP

DEPARTMENT: Public Works

ESTIMATE: \$40,000.00

FUND/ACCOUNT: 53030051-85325

PUBLICATION DATE: January 7, 2009

NO. POTENTIAL BIDDERS: 10

SUMMARY

| | | |
|----------------------|--|--|
| Bidder: | <u>Mongan Painting Co., inc.</u> Cherokee, IA | <u>Champion Coatings Inc.</u> Savage, MN |
| Bid Security: | Merchants Bonding Company | Western Surety Company |
| Exceptions: | None | None |
| Bid Price: | \$45,077.69 | \$57,804.00 |
| Bidder: | <u>The Diamond Engineering Co.</u> Grand Island, NE | <u>J and A Specialties</u> Grand Island, NE |
| Bid Security: | Universal Surety Company | \$2,000.00 |
| Exceptions: | None | Noted |
| Bid Price: | \$42,787.35 | \$38,984.02 |

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

Catrina DeLosh, PW Admin. Assist.
Wes Nespor, Purchasing Agent
Roger Scott, WWTP

RESOLUTION 2009-28

WHEREAS, Advertisement to Bidders for Application of a Corrosive Resistant Coating System to Concrete Surfaces of the Odorous Air Scrubbing Filter Number 2 (Bio-Filter) at the Waste Water Treatment Plant was published in the Grand Island Daily Independent on January 7, 2009; and

WHEREAS, the City of Grand Island invited sealed bids for Application of a Corrosive Resistant Coating System to Concrete Surfaces of the Odorous Air Scrubbing Filter Number 2 (Bio-Filter) according to plans and specifications on file with the City Clerk; and

WHEREAS, on January 22, 2009 bids were received, opened and reviewed; and

WHEREAS, The Mongan Painting Company, Inc. of Cherokee, 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, such bid being in the amount of \$45,077.69; and

WHEREAS, the City of Grand Island wishes to do the removal of fiberglass angle, thereby reducing a line item bid by \$3,596.40 and

WHEREAS, the City of Grand Island wishes to erect the structural skeleton supports for weather protection, thereby reducing a line item bid by \$6,251.29 and

WHEREAS, the resulting bid of The Mongan Painting Company, Inc. of Cherokee, Iowa will be \$35,230.00 for the Application of a Corrosive Resistant Coating System to Concrete Surfaces of the Odorous Air Scrubbing Filter No. 2 (Bio-Filter); and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the revised bid of The Mongan Painting Company, Inc. of Cherokee, Iowa, in the amount of \$35,230.00 for Application of a Corrosive Resistant Coating System to Concrete Surfaces of the Odorous Air Scrubbing Filter Number 2 (Bio-Filter) is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor Attest:

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| February 5, 2009 | ☐ City Attorney |

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G7

#2009-29 - Approving Inter-local Agreement with Hall County for Improvements to Shady Bend Road between Bismark Road and Gregory Avenue

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 10, 2009

Subject: Approving Inter-local Agreement with Hall County for Improvements to Shady Bend Road between Bismark Road and Gregory Avenue

Item #'s: G-7

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

Background

Council approval is required before entering into an agreement. Pursuing inter-local agreements between governmental entities is an efficient means of collaborating efforts to better our community.

Discussion

This agreement is for improving Shady Bend Road between Bismark Road and Gregory Avenue. This section of Shady Bend Road has sections within the Grand Island city limits and sections in Hall County. Performing a joint project makes sense for both entities.

Hall County will pay the City of Grand Island for the asphalt overlay, testing and other expenses incurred with respect to that portion of Shady Bend Road not located in the municipal city limits.

Alternatives

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

1. Approve the agreement allowing the Mayor to enter into an agreement with Hall County for improvements to Shady Bend Road.
2. Disapprove or/Deny the agreement.
3. Postpone the issue to a future date.
4. Take no action.

Recommendation

Public Works Administration recommends that the Council approve the agreement and pass a Resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve the agreement with Hall County for Improvements to Shady Bend Road.

**INTERLOCAL COOPERATIVE AGREEMENT FOR IMPROVEMENTS TO
SHADY BEND ROAD BETWEEN BISMARK ROAD AND GREGORY AVENUE
BY AND BETWEEN
THE COUNTY OF HALL AND THE CITY OF GRAND ISLAND, NEBRASKA**

THIS AGREEMENT is made and entered into this ____ day of _____ 2009, by and between the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "County," and the City of Grand Island, Nebraska, a municipal corporation within the State of Nebraska, hereinafter referred to as the "City." WITNESSTH:

WHEREAS, the County and City desire to enter into an agreement for the joint improvement of Shady Bend Road between Bismark Road and Gregory Avenue, under City of Grand Island's Annual Asphalt Maintenance Project.

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq. provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, Neb. Rev. Stat. 13-801 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the County and the City desire to enter into this interlocal agreement for improvements to Shady Bend Road because of the anticipated cost savings attainable through using a single bidding process and efficiencies of planning and construction.

NOW, THEREFORE, the County and the City mutually covenant and agree as follows:

1. **Scope of Project.** This agreement is for the asphalt overlay paving of Shady Bendy Road. The roadway will be milled to a uniform cross slope prior to the asphalt overlay. Said paved roadway is 24 feet in width using an approximate asphalt overlay depth of 2 inches.
2. **County's Obligations.** The County shall be responsible for the following with respect to the portion of Shady Bend Road located outside the municipal boundaries of the City.
 - 2.1. Upon completion of the project, shall pay the City for 100% of the cost of the asphalt overlay paving plus engineering costs, testing and other expenses and labor incurred with respect to that portion of Shady Bend Road located outside of the City's

municipal responsibilities. The estimated cost for this portion of the project is \$53,936.75.

3. **City's obligations.** The City shall be responsible for the following with respect to the portion of Shady Bend Road located within the municipal boundaries of the City and that portion located outside the municipal boundaries of the City.
 - 3.1 Prepare bid specifications for asphalt resurfacing and to contract for the same following required bidding practices and requirements and to supervise the work of the contractor;
 - 3.2 Obtain required asphalt test samples and obtain appropriate testing of said samples;
 - 3.3 Inspect and approve the work of the paving contractor, and
 - 3.4 Upon completion of the Project, shall invoice the County for 100% of the cost of paving plus engineering costs, testing and other expenses and labor incurred with respect to that portion of Shady Bend Road located outside of the City's municipal responsibilities.
- 3 **Further Agreements.** Each Party hereto shall be responsible for the maintenance of its portion of the roadway following completion of the resurfacing.
- 4 **Governance.** This agreement shall be co-governed by the County's Surveyor and the City's Director of Public Works.
- 5 **Modification.** This agreement may be modified by written agreement of the Parties.
- 6 **No Separate Entity.** There shall be no separate legal entity created through this interlocal cooperative agreement.
- 7 **Finances.** This agreement shall be financed by the funds available to the parties hereto.
- 8 **Provision of Assistance.** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

Executed this _____ day of _____, 2009.

COUNTY OF HALL

By _____
Pam Lancaster, Chairwoman
Hall County Board of Supervisors

Date: _____

Attest: _____
Marla Conley
County Clerk

Approved as to form _____
Mark Young
County Attorney

CITY OF GRAND ISLAND

By _____
Margaret Hornady, Mayor

Date: _____

Attest: _____
RaNae Edwards
City Clerk

Approved as to form _____
Dale Shotkoski
City Attorney

RESOLUTION 2009-29

WHEREAS, the City of Grand Island is proposing an asphalt overlay project for Shady Bend Road; and

WHEREAS, a portion of such asphalt work will be outside the municipal city limits, from Bismark Road to Gregory Avenue; and

WHEREAS, it is recommended that an Inter-local Agreement be entered into with Hall County for sharing in the cost of such work; and

WHEREAS, the Public Works Department has prepared an Inter-local Agreement, which has been reviewed by the Legal Department, with Hall County for such work to be completed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Inter-local Agreement by and between the City and Hall County, Nebraska for the asphalt overlay work to be performed from Bismark Road to Gregory Avenue is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G8

**#2009-30 - Approving Update to Resolution 2006-103; Designated
Truck Routes Within City of Grand Island**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 10, 2009

Subject: Approving Update to Resolution 2006-103; Designated Truck Routes Within City of Grand Island

Item #'s: G-8

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

Background

On March 28, 2006 City Council passed Resolution 2006-103, which designated the truck routes within the City of Grand Island. City Council approval is required for any changes to be made to that resolution.

Discussion

Restricted weight limits that have been imposed on the Blaine Street Bridge over the Wood River because of the condition of the structure. Since the bridge is weight restricted, Public Works Engineers recommended that the section on Blaine Street from US Highway 34 (Husker Highway) to Stolley Park Road be removed from the truck route.

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 update to Resolution 2006-103, removing the section of Blaine Street from US Highway 34 (Husker Highway) to Stolley Park Road from the list of designated truck routes.

Sample Motion

Move to approve the update to Resolution 2006-103 regarding truck routes.

R E S O L U T I O N 2009-30

WHEREAS, the City Council, by authority of Section 22-76 of the Grand Island city Code, may by resolution, designate truck routes upon the streets of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that truck routes within the City of Grand Island are designated as follows:

| STREET | FROM | TO |
|---------------------------------|---|---|
| Abbott Road | ½ mile west of Sky Park Road (west city limits) | Sky Park Road |
| Abbott Road | Quandt Road | Approx. ½ mile east of Quandt Road (east city limits) |
| Adams Street | Stolley Park Road | Anna Street |
| Airport Road | ¼ mile west of Sky Park Road (west city limits) | Sky Park Road |
| Airport Road | Shady Bend Road | Approx. ½ mile east of Shady Bend Road (east city limits) |
| Anna Street | Broadwell Avenue | Locust Street |
| Bismark Road | Locust Street | 400 feet east of Stuhr Road (east city limits) |
| Bismark Road | 3,600 feet east of Stuhr Road (west BNSF railroad right-of-way) (city limits) | 3,911 feet east of Stuhr Road (east BNSF railroad right-of-way) (city limits) |
| Blaine Street/Custer Avenue | Second Street | Old Lincoln Highway |
| Broadwell Avenue | Anna Street | ¼ mile north of Roberts Street (north city limits) |
| Capital Avenue | US Highway 281 | ½ mile east of Sky Park Road (east city limits) |
| Eddy Street | Oklahoma Avenue | State Street |
| Elm Street | Second Street | Fourth Street |
| Engleman Road | Husker Highway | 400 feet north of North Lane (north city limits) |
| Engleman Road | 200 feet south of Lariat Lane (city limits) | 1,000 feet north of Michigan Avenue (north city limits) |
| Fonner Park Road | Adams Street | Stuhr Road |
| Fourth Street | Eddy Street | Sky Park Road |
| Gold Core Drive | Wildwood Drive | Schimmer Drive |
| Husker Highway | North Road | ¼ mile east of North Road (city limits) |
| Husker Highway | Prairieview Street (city limits) | US Highway 281 |
| Juergen Road | Wildwood Drive | Schimmer Drive |
| Lincoln Avenue | Second Street | North Front Street |
| Locust Street | Wood River Floodway (south city limits) | Charles Street |
| Nebraska Highway 2 | ¼ mile west of Independence Avenue (west city limits) | US Highway 281 |
| Nebraska Highway 2 – city route | US Highway 281 | Broadwell Avenue |
| North Front Street | Broadwell Avenue | Elm Street |

Approved as to Form ☐ _____
February 6, 2009 ☐ City Attorney

| | | |
|---|---|--|
| Oak Street | South Front Street | Fourth Street |
| Oklahoma Avenue | Adams Street | Locust Street |
| Old Highway 30 | West intersection with US Highway 30 | Old Potash Highway / Old Lincoln Highway intersection |
| Old Lincoln Highway | Old Highway 30 / Old Potash Highway intersection | Broadwell Avenue |
| Old Potash Highway | 540 feet west of Arapahoe Avenue (west city limits) | Old Lincoln Highway / Old Highway 30 intersection |
| Platte Valley Boulevard | US Highway 281 | Juergen Road |
| Quandt Road | Abbott Road | ¼ mile north of Abbott Road (city limits) |
| Schimmer Road | ½ mile west of US Highway 281 (west city limits) | 230 feet of Scheel Road (east city limits) |
| Second Street | Webb Road | Grant Street |
| Shady Bend Road | Arabian Circle (city limits) | Bronco Road (city limits) |
| Shady Bend Road | Approx. ½ mile north of Bismark Road (city limits) | 880 feet south of Gregory Avenue (city limits) |
| Shady Bend Road | 231 feet south of Gregory Avenue (city limits) | 300 feet north of Shady Bend Way (city limits) |
| Shady Bend Road | 350 feet north of US Highway 30 (city limits) | UPRR south right-of-way (city limits) |
| Shady Bend Road | 1,910 feet north of Capital Avenue (city limits) | Airport Road |
| Sky Park Road | Seventh Street | White Cloud Road |
| St. Paul Road | Fourth Street | Capital Avenue |
| Stolley Park Road | 920 feet west of Freedom Drive (west city limits) | Stuhr Road |
| Stuhr Road | 270 feet south of the north intersection with Stolley Park Road (south city limits) | US Highway 30 |
| Sycamore Street | First Street | Fourth Street |
| Third Street | Blaine Street | Broadwell Avenue |
| US Highway 30 | West city limits | Grant Street |
| US Highway 30 (2 nd Street) | Grant Street | Greenwich Street |
| US Highway 30 (eastbound) (Greenwich Street) | Second Street | First Street |
| US Highway 30 (1 st Street and 2 nd Street) | Greenwich Street | Plum Street |
| US Highway 30 | Plum Street | 270 feet west of Shady Bend Road (east city limits) |
| US Highway 34 (Husker Highway) | US Highway 281 | Approx. ½ mile east of US Highway 281 (UPRR west right-of-way) (city limits) |
| US Highway 34 (Husker Highway) | Approx. ½ mile west of Locust Street (city limits) | ¼ mile east of Locust Street (east city limits) |
| US Highway 34 / 281 | Milepost No. 228.91 (1/4 mile south of Wildwood Drive) (south city limits) | Milepost No. 231.16 (Husker Highway) |
| US Highway 281 | Milepost No. 67.6 (Husker Highway) | Milepost No. 72 (Nebraska Highway 2) (north city limits) |
| Vine Street | First Street | Third Street |

| | | |
|----------------------------------|--|--|
| Vine Street (South Front Street) | Third Street | Oak Street |
| Walnut Street | Charles Street | Second Street |
| Webb Road | South intersection with US Highway 281 | 1,410 feet north of Nebraska Highway 2 (city route) (city limits) |
| Webb Road | 900 feet south of the north intersection with US Highway 281 (city limits) | 240 feet south of the north intersection with US Highway 281 (city limits) |
| White Cloud Road | Sky Park Road | 2,060 feet east of Sky Park Road (east city limits) |
| Wildwood Drive | 380 feet west of Elk Drive (west city limits) | 610 feet east of Gold Core Drive (east city limits) |

BE IT FURTHER RESOLVED, that this resolution supersedes any and all other resolutions establishing or amending truck routes for the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G9

**#2009-31 - Approving Agreement for Engineering Consulting
Services Regarding Industrial Waste Water Permitting**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: February 10, 2009

Subject: Approval of Agreement for Engineering Consulting Services Regarding Industrial Waste Water Permitting

Item #'s: G-9

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

Background

A Request for Statement of Qualifications was advertised in the Grand Island Independent on Wednesday, December 10th, 2008. The advertisement was also sent to 3 Engineering Consulting companies. Statements of Qualifications were received from Black & Veatch of Kansas City, Missouri; CH2MHill of Omaha, Nebraska and HDR Engineering, Inc of Omaha, Nebraska on December 17th, 2008. Statements were reviewed by City Administrator – Jeff Pederson, Assistant City Attorney – Wes Nespor, Waste Water Superintendent - John M Henderson, and Public Works Director – Steve Riehle. Phone interviews were conducted on December 19th, 2008. After consideration of the scope of Industrial Waste Water Permitting, a decision was made to update the city council. A study session was held on January 6, 2009 where staff advised that an agreement would be brought forward for council consideration at a subsequent meeting.

Discussion

HDR Engineering, Inc. of Omaha was chosen based on the criteria listed in the advertisement consisting of:

1. Technical Approach that included understanding, approach, schedule & resources.
2. Project Team that included consultant experience, team, project manager experience, task manager experience and location.
3. Past Performance that included quality, coordination, schedule, cost and communication.

An agreement was negotiated with HDR Engineering, Inc of Omaha, Nebraska to perform the work at actual costs with a maximum. The base services include project

initiation, general project management, contracting, data acquisition, reporting, negotiations and permitting. Special consulting services include capacity comparisons, analysis of industry proposals and special activities.

The proposed agreement with HDR includes the following:

1. Research and define basis for permitting action.
2. Determine regulatory position on permitting action from regulatory agency.
3. Gather information on Waste Water Treatment Plant (WWTP) capacity, loading, industrial loading from JBS, and receiving stream information.
4. Perform technical analysis for permit development.
5. Prepare permit limits, terms and conditions.
6. Determine technical and financial impacts to the city and industrial user.
7. Identify potential areas for improvement.
8. Present results.
9. Enter negotiations with industrial user (JBS).
10. Prepare final permit for issuance and assist city with public notice.

Special consulting activities include:

1. Acquisition and development of missing data.
2. Analysis and technical evaluation of the WWTP.
3. Analysis and technical evaluation of industry proposals & data.
4. BioWin modeling
5. Development of industrial user's pre-treatment audit & cost data base.

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 agreement for Engineering Consulting Services regarding Industrial Waste Water Permitting between the City and HDR Engineering, Inc. of Omaha, Nebraska.

Sample Motion

Move to approve the agreement.

RESOLUTION 2009-31

WHEREAS, the City of Grand Island invited proposals for engineering consulting services regarding Industrial Waste Water Permitting for negotiations between the City and JBS, according to Request for Proposals on file with the Waste Water Division of the Public Works Department; and

WHEREAS, on December 17, 2008 proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, on December 19, 2008 phone interviews were conducted with the three engineering firms that submitted proposals; and

WHEREAS, on January 6, 2009 a study session was held where staff advised that an agreement would be brought forward for council consideration; and

WHEREAS, HDR Engineering, Inc. of Omaha, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at actual costs with a maximum of \$42,550.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of HDR Engineering, Inc. of Omaha, Nebraska for engineering services regarding Industrial Waste Water Permitting between the City and JBS is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | | |
|---------------------|--------------------------|---------------|
| Approved as to Form | <input type="checkbox"/> | _____ |
| February 6, 2009 | <input type="checkbox"/> | City Attorney |



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G10

**#2009-32 - Approving Contract for Business Continuity and
Recovery Services with IBM**

Staff Contact: David Springer

Council Agenda Memo

From: Dave Springer, Finance Director

Meeting: February 10, 2009

Subject: Approving Business Continuity and Recovery Services Agreement with IBM

Item #'s: G-10

Presenter(s): Dave Springer, Finance Director

Background

The City's IBM AS400 computer system on which resides the Utilities Department's customer base and billing software, has routinely been backed up for disaster recovery purposes by a business recovery contract with IBM.

Discussion

The current contract with IBM at \$282 per month is expiring. A new three year contract with IBM at the same rate per month is proposed, to provide business continuity and recovery services. Sufficient funds have been budgeted for this contract within the Information Technology operating budget.

Alternatives

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

1. Approve the three year contract with IBM.
2. Disapprove or deny the contract.
3. Modify the Resolution to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the contract with IBM.

Sample Motion

Move to approve the three year Agreement for Business Continuity and Recovery Services with IBM.

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

CITY OF GRAND ISLAND

100 E 1ST

GRAND ISLAND, NE 68801-5971

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number: P09208
Sequence Number/Version: 5C09208-24
Date Generated: 01/20/09
This offer is good until 02/28/09.

Supplement for Multivendor Information Technology Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Multivendor Information Technology Recovery Services (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address:

CITY OF GRAND ISLAND

100 E 1ST
GRAND ISLAND, NE 68801-5971

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:

100 E 1ST
GRAND ISLAND, NE 68801-5971

REFERENCE NUMBERS

Agreement: HQ12291
Customer: 3871230
Enterprise: 3871230

CONTRACT PERIOD

Start Date: 03/01/09
End Date: 02/29/12

SUPPLEMENT

Number: P09208
Effective Date: 03/01/09
Revision (yes/no): No
Renewal (yes/no): Yes

Primary Recovery Site
Chicago, IL

MONTHLY CHARGES

Total Monthly Charge: \$ 282
Minimum Total Monthly Charge: \$ 282

RECOVERY CHARGES

Initial Recovery Charge: \$ 564
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$ 338

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 0
Number of Exercises: 0
Each subsequent twelve-month period - Total Hours: 0
Number of Exercises: 0
Additional Recovery Exercise time, per 4-hr block: \$ 600
Additional Recovery Exercises, per exercise: \$ 500

TELECOMMUNICATIONS

One-Time Charge: N/A
Usage charges are billed separately.

GENERAL

Temporary Transfer of Configuration for Recovery: Y
Work area space allocated at time of Event.

Agreed to: CITY OF GRAND ISLAND

Agreed to: International Business
Machines Corporation

By: _____

By: _____

Name (print): _____

Name (print): _____

Title: _____ Date: _____

Title: _____ Date: _____

EQUIPMENT CONFIGURATION

Customer Name: CITY OF GRAND ISLAND

Configuration

Number: 3871230

Processor: 9406/2396 820T

Address: 100 E 1ST

GRAND ISLAND, NE 68801-5971

Recovery Site: Chicago, IL

System Storage: 2048MB

Supplement Number: P09208

DASD Gigabytes: 121.765GB

Minimum OS Level: OS/400 5.3.0

| Quantity or Units | Machine or Product | Model | Product Description |
|----------------------|-----------------------|-------|------------------------|
| ===== | | | |

IBM Equipment:

| | | | |
|--|-----------|------|-------------------------------|
| 1 | 9406/2396 | 820T | iSeries CPU Server Model |
| 8 | 940XMS | 820 | Main Storage-256MB Increments |
| 1 | 940X/1522 | 8XX | AS/400 8XX Interactive Featr. |
| 1 | 940XCDROM | 8XX | CD-ROM Drive |
| 1 | 940XDVDRA | 8XX | DVD-RAM Drive |
| Note: Minimum OS/400 level required is V5R1M0 | | | |
| 71 | 940XHAD | 820 | High Availability DASD |
| This quantity depicts the number of SMA High Availablity Dasd units used to obtain the customer dasd requirement. This is not to be confused with the total usable dasd in gigabytes which is listed at the top of the Proposal. | | | |
| 1 | 940X/4487 | XXX | 50GB .25" Cartidge Tape Unit |
| Prerequisite: OS/400 V5R1 or later | | | |
| 1 | 6XXX | X12 | 1200 LPM Line Printer |
| 4 | 318X/319X | 000 | Operator Console |
| A PC with Operations Console - LAN Connect/direct connect may be substituted instead of a Twinax WkStn for the primary System Console or partition (LPAR) console on iSeries (8xx) contracts | | | |
| When system is LPAR-ed a maximum of one (318X/319X 000 or RMT/CONS LPAR) per LPAR is supported. | | | |
| When solution includes Remote Console function the System Operator Console can be accessed remotely and a maximum of one remote console per system or LPAR image. | | | |
| 1 | 940XTWIN | 8XX | Twinax WkStn Cntrlr |
| A 100/10 Ethernet IOA may be substituted for Twinax WkStn Cntrlr to support Operations Console - LAN Connect | | | |
| 1 | 940X/COMM | 8XX | Comm Adapter-Port RS232/V.24 |
| 1 | 940X/V.35 | 8XX | Comm. Adapter-Port V.35 |
| 2 | 940X/2838 | XXX | PCI 100/10Mbps Ethernet IOA |
| 2 | 7855 | 010 | Modem V.32/V.42 1.2-12.0Kbps |

Network Lines:

| | | | |
|---|------|-----|------------------|
| 8 | Line | 000 | Analog Dial Line |
|---|------|-----|------------------|

Non-IBM Equipment: NONE

E Q U I P M E N T C O N F I G U R A T I O N

Customer Name: CITY OF GRAND ISLAND

Configuration

Number: 3871230

Processor: 9406/2396 820T

Address: 100 E 1ST

GRAND ISLAND, NE 68801-5971

Recovery Site: Chicago, IL

System Storage: 2048MB

Supplement Number: P09208

DASD Gigabytes: 121.765GB

Minimum OS Level: OS/400 5.3.0

| Quantity or Units | Machine or Product | Model | Product Description |
|----------------------|-----------------------|-------|------------------------|
| ===== | | | |

*Amendment to IBM Customer Agreement
Attachment for Multivendor Information Technology Recovery Services*

Name and Address of Customer:
CITY OF GRAND ISLAND

100 E 1ST
GRAND ISLAND, NE 68801-5971

Referenced Agreement No.: HQ12291
Supplement No.: P09208
Customer No.: 3871230
Enterprise No.: 3871230

IBM Address:
Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Additional Supplement Numbers:

CITY OF GRAND ISLAND (you) and International Business Machines Corporation (IBM) agree that the following terms and conditions amend the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services specifically for the above Supplement Number(s) as follows:

1. In Section 7, "Other Terms", after the subsection "Notification", insert the following new subsection:

State & Local Government Terms

Notwithstanding the foregoing, for the Subscription(s) identified by the above Supplement Number(s), IBM will:

- 1) allow you to terminate such Subscription(s) before the start of any fiscal year because funds have not been appropriated by the applicable legislative body; and
- 2) defer any applicable increases in rates and charges until the first invoice cycle of your next twelve-month fiscal year.

2. In Section 7, "Other Terms", at the end of the section, add the following new subsection:

Temporary Transfer of Configurations or Equipment

You have selected a Configuration or certain items of equipment ("TTC" and "TTE" respectively, "TT" collectively) that IBM will, on your request, transfer to a location you choose, within the United States (except Alaska and Hawaii), for your temporary use during an Event. Eligibility of TT for transfer by type of Event is specified in a Supplement. If such Event is associated with your declaration of an Outage Emergency, the Initial Recovery Charge will apply once you provide IBM the address of the location to which TT is to be shipped.

IBM Responsibilities - Temporary Transfer: IBM will:

- 1) after you Declare and at your request, ship eligible TT to arrive at the location you specify within forty-eight (48) hours of such request;
- 2) in advance of your scheduled Recovery Exercise, at your request, ship eligible TT to the location you specify;
- 3) provide service and support, at no additional charge, to enable TT to operate according to specifications; and
- 4) bear the risk of loss except for theft or vandalism of TT at the location you specified, unless such loss is caused by IBM's employee(s).

Your Responsibilities - Temporary Transfer: When IBM transfers TT to you, you agree to:

- 1) use TT for Event purposes only;
- 2) return TT to the IBM-designated location promptly at the end of a Recovery Exercise, or no later than six weeks from the time you Declare, whichever applies;
- 3) furnish all labor for unpacking and packing the TT;
- 4) obtain IBM's written consent prior to moving TT to a location other than the location to which it was delivered;
- 5) provide written notice to IBM before you make an alteration to any part of the TT. You may make an attachment without notifying IBM.

An attachment is the connection of any other product or device to the TT. An alteration is any change made which deviates from the physical, mechanical, electrical, or electronic design, whether or not additional devices or parts are used. You may not make an alteration or attachment that creates a safety hazard or renders maintenance of the TT impractical. You are responsible for the results obtained from both alterations and attachments made by you;

- 6) remove attachments and restore TT to an unaltered condition, before returning the TT to IBM; and
- 7) return TT to IBM in the same condition as when the TT was delivered to you, normal wear and tear excepted.

Temporary Transfer - Charges: If, on your request, IBM transfers TT to a location you choose, in addition to other charges you may incur under this Attachment, you agree to pay:

- 1) all shipping charges, taxes, tariffs and insurance charges incurred for shipment to such location and return to IBM; and
- 2) daily or other usage or Event charges specified in a Supplement and identified as applicable to Temporary Transfer Configurations or Equipment; and
- 3) other charges you incur by your use of TT at the location you chose.

If there is a conflict between the terms and conditions of this Amendment including its attached Addendum, Supplements, and Statement of Work and the 1) IBM Customer

Agreement, 2) its Attachment for Multivendor Information Technology Recovery Services, or 3) its Supplement(s) for Multivendor Information Technology Recovery Services, those of this Amendment and its attached Addendum, Supplements, and Statement of Work prevail. Except as modified by this Amendment and such attached documents, the terms and conditions of such Agreement, Attachment, and Supplement(s) for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any applicable attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including its applicable Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Multivendor Information Technology Recovery Services. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to:
CITY OF GRAND ISLAND

Agreed to:
International Business Machines
Corporation

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

RESOLUTION 2009-32

WHEREAS, the City of Grand Island has an IBM AS400 computer system which contains the Utility Department's customer base and billing software; and

WHEREAS, such computer system is routinely backed up for disaster recovery purposes by a business recovery contract with IBM; and

WHEREAS, such contract is scheduled to expire soon; and

WHEREAS, a new contract has been negotiated with IBM to continue providing such business recovery services; and

WHEREAS, the City Attorney's office has reviewed and approved the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the three-year contract with IBM to provide business continuity and recovery services for the City's AS400 computer system is hereby approved; and the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| February 5, 2009 | ☐ City Attorney |



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G11

**#2009-33 - Approving Bid Award for (2) Tricycle Design Triplex
Greens Mowers**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: February 10, 2009

Subject: Approving Bid Award for (2) Tricycle Design Triplex Greens Mowers for Golf Division

Item #'s: G-11

Presenter(s): Steve Paustian

Background

On December 7, 2008 the Park and Recreation Department, Golf Division advertised for bids for the purchase of 2 greens mowers for the Golf Course. These units are to replace two units that are 16 years old. See attached memo for details of the bid process.

Discussion

The replacement mowers are necessary as the current equipment is becoming less dependable and replacement parts are very difficult to acquire. The new equipment will provide many years of service and meets the requirements of the Golf Course's operation. \$50,000.00 was budgeted for this purchase, however, \$40,000.00 appears in the budget document. The additional \$3,691.22 necessary to purchase these two mowers will be acquired by transferring \$2,500.00 from the chemical line item and \$1,191.22 from the gasoline line item to account number 51040001-85615 Machinery and Equipment.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of the two greens mowers from Van Wall Equipment, of Omaha, NE in the amount of \$43,691.22.

Sample Motion

Move to purchase two greens mowers from Van Wall Equipment Company in the amount of \$43,691.22.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: December 23, 2008 at 11:30 a.m.

FOR: (2) Tricycle Design Triplex Greens Mowers

DEPARTMENT: Parks & Recreation

ESTIMATE: \$50,000.00

FUND/ACCOUNT: 51040001-85615

PUBLICATION DATE: December 7, 2008

NO. POTENTIAL BIDDERS: 3

SUMMARY

| Bidder: | <u>Midwest Turf & Irrigation</u> | <u>Van Wall Equipment</u> |
|---------------------------------|---|----------------------------------|
| | Omaha, NE | Omaha, NE |
| Exceptions: | Noted | None |
| (Greensmaster 3150) | | (John Deere 2500 B Gas) |
| Base Bid Price: | \$44,224.00 | \$43,691.22 |
| 3 Vertical Mowing Units: | 4,705.00 | |
| Optional Accessory: | <u>5,351.00</u> | <u>5,856.00</u> |
| Total Bid: | \$54,280.00 | \$49,547.22 |
| Total Bid w/o Options: | \$48,929.00 | \$43,691.22 |

Alternate Bid: (Greensmaster 3100)

Base Bid Price: \$42,182.00

3 Vertical Mowing Units: 4,705.00

Optional Accessory: 5,351.00

Total Bid: \$52,238.00

Total Bid w/o Options: \$46,887.00

Alternate Bid: (Greensmaster 3050)

Base Bid Price: \$38,558.00

3 Vertical Mowing Units: 4,705.00

| | |
|-------------------------------|------------------------|
| Optional Accessory: | <u>5,351.00</u> |
| Total Bid: | \$48,614.00 |
| Total Bid w/o Options: | \$43,263.00 |

cc: Steve Paustian, Parks & Recreation Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Doug Sweeney, Golf Course Supt.
Wes Nespor, Purchasing Agent
Patti Buettner, Parks Secretary

P1311

RESOLUTION 2009-33

WHEREAS, the City of Grand Island invited sealed bids for Two (2) Tricycle Design Triplex Greens Mowers, according to plans and specifications on file with the Parks and Recreation Department, Golf Course Division; and

WHEREAS, on December 23, 2008, bids were received, opened and reviewed; and

WHEREAS, Van Wall Equipment of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$43,691.22.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Van Wall Equipment of Omaha, Nebraska, in the amount of \$43,691.22 for Two (2) Tricycle Design Triplex Greens Mowers is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| February 5, 2009 | ☐ City Attorney |



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G12

**#2009-34 - Approving Bid Award for New Commercial 126" Cut
Rotary Turf Mower**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: February 10, 2009

Subject: Approving Bid Award for Commercial 126" Cut Rotary Turf Mower

Item #'s: G-12

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

Background

On January 21, 2009 the Park and Recreation Department, Park Maintenance Division advertised for bids for the purchase of 1 126" Cut Rotary Turf Mower for the Park Maintenance Division. This unit is to be added to the equipment roster. The current mower is eleven years old and will be used as a backup or parted out. See attached memo for details of the bid process.

Discussion

The replacement mower is necessary as the current equipment is becoming less dependable and replacement parts are becoming difficult to acquire. The new equipment will provide many years of service and meets the requirements of the Park Maintenance operation. \$50,000.00 was budgeted for this purchase in account number 1044403-85615 Machinery and Equipment. Bid specifications required a maximum transport width of 80". This width is necessary to allow the equipment to be transported on existing trailers. Neither the Jacobsen (93/ 1/2") or the John Deer (84") met this specification. The bid also required that the three cutting decks could be ran simultaneously or separately and that the wing mower units would fold up. The John Deere unit did not comply with this specification. For certain mowing areas ditches tight areas etc. it is sometimes necessary to fold up the wing units.

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 126' Rotary Turf Mower from Midwest Turf and Irrigation of Omaha, NE in the amount of \$46,510.00.

Sample Motion

Move to purchase one 126" rotary mower from Midwest Turf and Irrigation in the amount of \$46,510.00.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 21, 2009 at 11:00 a.m.

FOR: New Commercial 126" Cut Rotary Turf Mower

DEPARTMENT: Parks & Recreation

ESTIMATE: \$47,500.00

FUND/ACCOUNT: 10044403-85615

PUBLICATION DATE: December 21, 2008

NO. POTENTIAL BIDDERS: 5

SUMMARY

| | | |
|--------------------|-------------------------|--|
| Bidder: | <u>Turfwerks</u> | <u>Midwest Turf & Irrigation</u> |
| | Omaha, NE | Omaha, NE |
| Exceptions: | Noted | None |
| Make/Model: | Jacobsen HR5111 (69116) | Toro Groundsmaster 4000-D |
| Bid Price: | \$43,856.00 | \$46,510.00 |
| | | Groundsmaster 4000-D w/o Road Light Kit |
| | | \$45,674.00 |
| | | Alternate: |
| | | Groundsmaster 4100-D width 124" |
| | | \$46,207.00 |
| | | Groundsmaster 4100-D w/o Road Light Kit |
| | | \$45,371.00 |

| | | |
|--------------------|----------------------------|-----------------------------------|
| Bidder: | <u>Greenline Equipment</u> | <u>Van Wall Equipment</u> |
| | Grand Island, NE | Omaha, NE |
| Exceptions: | Noted | Noted |
| Make Model: | John Deere 1600 Series II | John Deere 1600 T Wide Area Mower |

Bid Price: **\$46,750.00**

\$41,728.81

cc: Steve Paustian, Parks & Recreation Director
 Dale Shotkoski, City Attorney
 Jeff Pederson, City Administrator

Patti Buettner, Parks & Rec. Secretary
Wes Nespor, Purchasing Agent
Gregg Bostelman, Park Main. Supt.

P1314

RESOLUTION 2009-34

WHEREAS, the City of Grand Island invited sealed bids for a Commercial 126" Cut Rotary Turf Mower, according to plans and specifications on file with the Parks and Recreation Department, Park Maintenance Division; and

WHEREAS, on January 21, 2009, bids were received, opened and reviewed; and

WHEREAS, Midwest Turf and Irrigation of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$46,510.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Midwest Turf and Irrigation of Omaha, Nebraska, in the amount of \$46,510.00 for a Commercial 126" Cut Rotary Turf Mower is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| February 5, 2009 | ☐ City Attorney |



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item G13

#2009-35 - Approving Interlocal Agreement between the City of Grand Island, the Village of Alda, and the U.S. Dept. of Agriculture, Rural Development to provide Water to the Village of Alda, Nebraska

Staff Contact: Gary R. Mader;Dale Shotkoski

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, City Attorney

Meeting: February 10, 2009

Subject: Alda Water Main Connection Agreement

Item #'s: G-13

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

Background

In 2006 the Village of Alda contacted the Utilities Department regarding the possibility of the City of Grand Island providing water supply to the Village. At that time, the Village was beginning the processes of evaluating options to replace their current wells being used for water supply. The Village is under an Administrative Order from the Nebraska Department of Health and Human Services because the current wells do not meet the recently implemented regulations regarding uranium, a naturally occurring contaminate common in central Nebraska. One of the options being investigated was the construction of a water line from the southwest portion of Grand Island's present water distribution system to the Village. Information received from the Village's engineers, JEO Consulting Group, states that the water usage averages approximately 142,322 gallons per day (gpd). For reference, Grand Island water usage averages approximately 11,500,000 gpd.

The Village of Alda is located about 2.25 miles southwest from the closet point to the Grand Island water distribution system. This distance is also up-gradient. JEO conducted an engineering evaluation of a potential connecting pipeline and concluded that the project was feasible. Generally, the connecting line from Grand Island would supply water to a metering and pumping station located on the eastern edge of the Village. At that point, the pumping station would boost pressure to supply Alda's needs and fill their water tower. With the feasibility of the project confirmed, the Village proceeded with the pursuit of options for funding, through a grant from the U.S. Department of Agriculture, Rural Development Fund. Since a large portion on the proposed water line would be in an area immediately adjacent to the Grand Island City Limits, City staff thought it important that the construction of that line be in compliance with current Grand Island standards and be constructed so as not to be a hindrance to future City expansion of water infrastructure required as the City grows, and not present problems of service area

jurisdiction between the two communities. City Staff also advised that the Alda representatives should consider these discussions, just that, discussions. Any decisions as to whether or not the City of Grand Island participates in this proposed project rests with the City Council.

Initially, the staff discussions developed a program whereby the new line would be constructed to serve the Alda requirements, utilizing the grant funding, and then be turned over to the Grand Island Water Department for future maintenance, operation and use. That achieved the purpose of the program, to provide alternate water supply to Alda, alleviated the need for Alda to maintain the line, and provided for use of the line by the City for future development as Grand Island grows. But that program ran into a snag when the federal authorities determined that the federally funded line must continue to be owned by the Village of Alda since they were the party receiving the funding. Later it was determined that Grand Island could charge a "Connection Fee", which could be paid from the grant funding.

At that time, the staff and consultants from the two communities set about re-developing the program to try to achieve the original purpose of providing for water supply to Alda while maintaining the ability of Grand Island to grow along the route without interference. That led to a shift of the construction responsibility from the Village to the Grand Island Water Department, with the connection fee based on the cost of construction. With this shift in responsibility, Grand Island assumes significantly more risk, in that the City is now responsible for route selection, design, specification, bidding, contract administration, construction residency, testing and final certifications. That change would also require an expansion of the scope of the agreement between the parties to fully define the obligations of the two communities. The Grand Island Legal Department has been working with the attorney representing the Village, Arend Baack of Leininger, Smith, Johnson, Baack, Placzek and Allen Law Firm. A copy of the most recent draft of the agreement is attached.

Discussion

In reviewing the possible methods and routes, Utility Engineering evaluated several different combinations of routing, line sizing and western terminus points to accomplish the connection of the Grand Island water distribution system to the Village of Alda. Seven potential routes were considered. Each achieves the basic purpose of the connection, but there are variations in the routes and sizes of the water line and in the eastern terminus, i.e. where the Water Department's responsibility for line construction would end at the east edge of Alda, either at a point within the Village limits or at a point outside the Village limits nearer Grand Island. Additionally, the most direct route, which would parallel U.S. Highway 30, would involve the acquisition of Right-of-Way (ROW) access from Union Pacific Railroad or the acquisition of ROW or easements from private property owners along the route adjacent to the railroad land. Some of the alternate routes developed would allow water piping to be installed in existing public ROW. In all cases, the Village of Alda will have additional construction within their water service area to incorporate the new connecting line into their water system.

A major consideration in route evaluation was benefit to the future expansion of the City of Grand Island. A map of a route agreeable at the staff level is attached. It provides extension of the Grand Island water distribution system trunk line in Husker Highway to the east boundary of the Ordinance Plant, then south along 60th Road to U.S. Highway 30, in accordance with the City's standards. The total connection fee is \$1,060,000 to be paid by the Village of Alda from the federal grant funds.

Alternatives

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

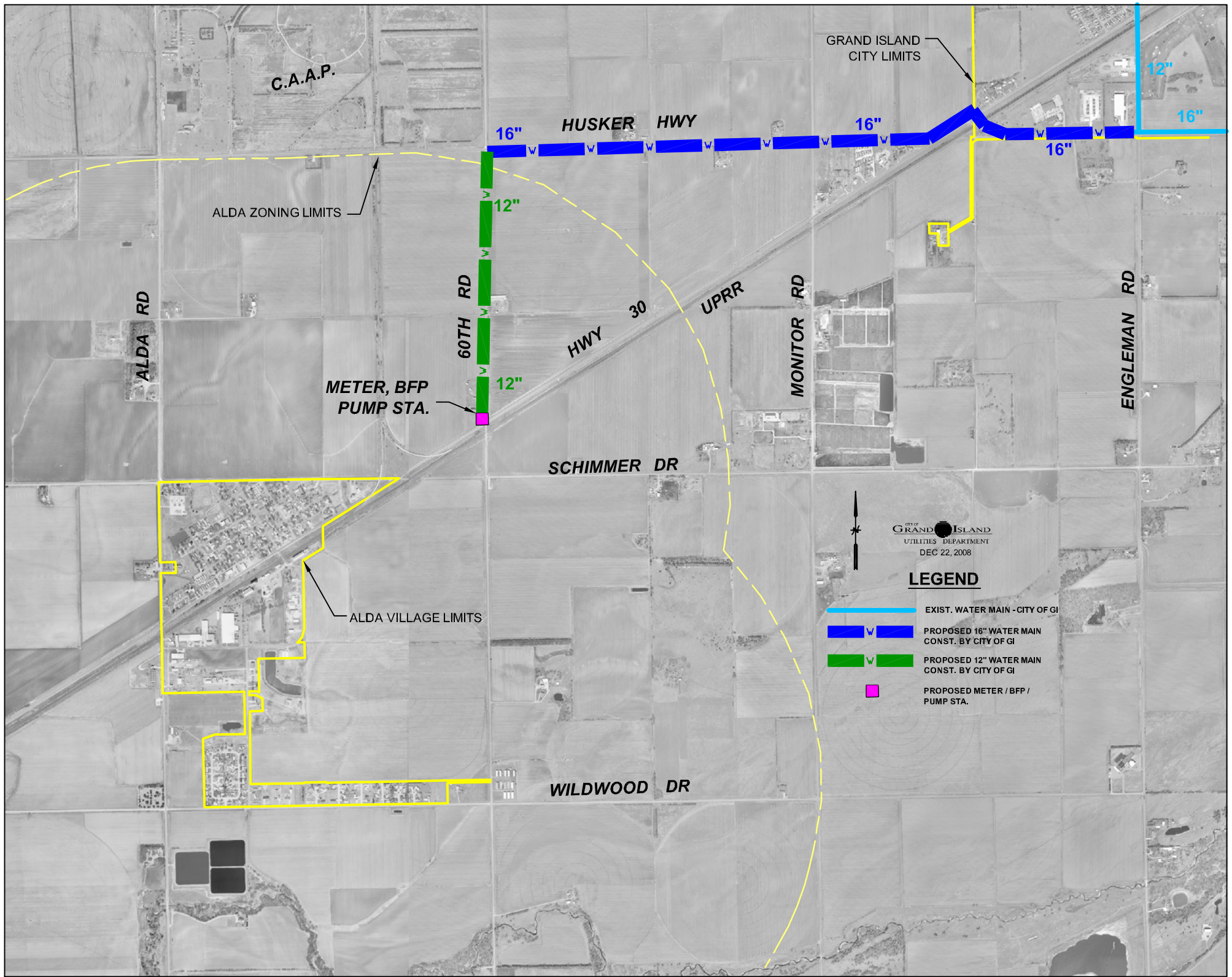
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Interlocal Agreement between the City of Grand Island, the Village of Alda, and the U.S. Department of Agriculture, Rural Development, for water supply for the Village of Alda.

Sample Motion

Move to approve the Interlocal Agreement between the City of Grand Island, the Village of Alda, and the U.S. Department of Agriculture, Rural Development, for water supply for the Village of Alda.



C.A.A.P.

GRAND ISLAND
CITY LIMITS

ALDA ZONING LIMITS

ALDA RD

60TH RD

HWY 30

UPRR

MONITOR RD

ENGLEMAN RD

METER, BFP
PUMP STA.

SCHIMMER DR

ALDA VILLAGE LIMITS

WILDWOOD DR

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT
DEC 22, 2008

LEGEND

- EXIST. WATER MAIN - CITY OF GI
- PROPOSED 16" WATER MAIN
CONST. BY CITY OF GI
- PROPOSED 12" WATER MAIN
CONST. BY CITY OF GI
- PROPOSED METER / BFP /
PUMP STA.

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF GRAND ISLAND, NEBRASKA,
THE VILLAGE OF ALDA, NEBRASKA, AND
THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL
DEVELOPMENT, FOR WATER SUPPLY FOR THE VILLAGE OF ALDA

THIS AGREEMENT is made and entered into by the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, a Nebraska Political Subdivision; the VILLAGE OF ALDA, a Nebraska Political Subdivision; and THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, an Agency of the Federal Government.

WITNESSETH:

WHEREAS, the Village of Alda, sometimes hereinafter referred to as "Customer", wishes to receive municipal water supply from the City of Grand Island, sometimes hereinafter referred to as the "Purveyor", for the Customer's water system supply requirements and Purveyor is willing to provide the water in accordance with the provisions of this agreement; and

WHEREAS, Purveyor currently has sufficient capacity and ability to provide water that meets existing quality standards as imposed by the Nebraska Department of Health and Human Services and has resources through its broad customer base to pursue water treatment alternatives if necessary to insure such water quality; and

WHEREAS, the United States Department of Agriculture, Rural Development, sometimes hereinafter referred to as "USDA", has worked with the Village of Alda to furnish financing for the project; and

WHEREAS, in accordance with §13-807 the Interlocal Cooperation Act, any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which at least one of the public agencies entering into the contract is authorized to perform.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Authority. This agreement is made pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat., §13-801, R.R.S. 1943), without a separate entity being created.

2. Term of Agreement. This agreement shall become effective and binding on the date the last signature is applied by the parties, at such time as it is approved by the Customer's Village Board and the Purveyor's City Council and the agreement is signed by the duly authorized individuals on behalf of each such municipal corporation with the attestation by the respective clerk for each.

This Agreement shall extend for an initial term of twenty-five (25) years from the date of initial delivery of water as indicated by the first bill to Customer from Purveyor and shall automatically renew for an additional term of fifteen (15) years, following the expiration of the initial term of this Agreement. Neither Purveyor nor Customer shall have any right to unilaterally terminate

this Agreement prior to the expiration of the initial term and first renewal term herein provided following notification that Purveyor has initiated design of the water main. After the initial renewal period, the parties may further renew or extend the Agreement for such periods of time as they may mutually agree and shall also have the right to terminate this Agreement in accordance with the provisions contained in Section 5 of this Agreement.

3. Water Supply. From and after the effective date of this Agreement, Customer contracts to purchase and Purveyor contracts to supply water as described in this Agreement and such water supplied may be utilized by the Customer to meet the requirements of its residential, commercial, industrial and all other types of users located within the Village of Alda corporate limits or in immediately adjacent zoning area with whom the Customer has contracted to supply water.

4. Fee for Water Supplied. On a monthly basis, commencing at such time as Customer shall first use water delivered from Purveyor, Customer shall pay Purveyor for all water use in accordance with the Grand Island Water Department standard rate schedule in effect at the time of water delivery for Purveyor's commercial wholesale accounts located within the Purveyor's corporate limits, as shall be adjusted from time to time. A copy of such rate schedule currently in effect is attached hereto as Exhibit "A" and is incorporated herein by this reference.

5. Right of Termination. At any time prior to notification by Purveyor to Customer that it has initiated design of the water main, either party to this Agreement may elect to terminate this Agreement by giving written notice to the other and, in such event, this Agreement shall be of no further force or effect.

Following expiration of both the initial term and the automatically renewing additional term of this Agreement, this Agreement may be terminated at any time by either of the parties for any reason based upon one year written notice to the other party. The City of Grand Island shall remain the owner of all property and improvements that it has constructed pursuant to this Agreement and the Village of Alda shall remain the owner of all property and improvements that it shall have constructed pursuant to this Agreement.

Prior to the expiration of the initial term and the automatically renewing additional term of this Agreement, Purveyor may unilaterally terminate its obligation to provide water only in accordance with provisions set forth in Section 9 of this Agreement.

6. Construction of Connecting Water Line. After this agreement shall be duly approved to become effective, the Purveyor's Utilities Department shall formulate acceptable plans and specifications for the construction of a water main to extend the Purveyor's existing water distribution system to a Boundary Valve at the Customer's water distribution system; in accordance with the following parameters:

- a. The route for such water main shall proceed West of the Purveyor's existing distribution system located near Engleman Road in the Hall County Road Right-of-Way alongside Husker Highway to 60th Road and will then proceed South to a Boundary Valve located adjacent to a pump and metering station to be constructed by the Customer North of the Union Pacific Railroad tracks in the vicinity of US Highway 30 and 60th Road. Such water main shall be of 16" diameter alongside Husker Highway and shall be of 12" diameter alongside 60th Road as generally depicted on Exhibit "B" attached hereto.
- b. Purveyor, will be responsible for all water main design, right-of-way acquisition, permissions, contract drafting, contract award and administration, construction engineering residency, testing and other

construction requirements for the water main. The final design and construction of the Customer's pump and metering station to be served by the Purveyor's water system shall be subject to approval by the Grand Island Utilities Director, for the City of Grand Island.

- c. Customer, shall be responsible for all design, right-of-way acquisition, permissions, contract drafting, contract award and administration, construction engineering residency, testing and other construction requirements for the pump and metering station and all water main, and appurtenances down stream of the Boundary Valve.

7. Reservation of Rights. The City Of Grand Island reserves the right to terminate any involvement in the project should the project be deemed one subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Endangered Species Act, or any other Federal or Environmental impact or notification acts. No requirements for funding that are or may be required of the Customer by any regulatory agency shall pass on to or through to the Purveyor. If any regulatory requirements of the Customer are to pass through to the Purveyor, the Purveyor may terminate the agreement at its discretion. The United States Department of Agriculture, Rural Development, will not require the City of Grand Island to comply with any federal acts or regulations as part of the financing this agency is providing to the Village of Alda for the development of this water project.

8. Connection Fee Payment. Customer shall pay to Purveyor a Connection Fee of \$1,060,000.00 for access to the Purveyor's water distribution system, which fee shall include all costs incurred by Purveyor for design and construction of the required Connecting Water Line. Payment shall be made in accordance with the below milestone schedule:

| | |
|--------------|---|
| \$50,000.00 | – when Purveyor notifies Customer that it has initiated design of the water main. |
| \$350,000.00 | – at the time of award of the water main construction contract by the Grand Island City Council. |
| \$350,000.00 | – when 50% of the water main has been placed. |
| \$250,000.00 | – when 100% of the water main has been placed. |
| \$60,000.00 | – when Purveyor certifies that water main disinfection and testing is complete, and water main is available for Customer's use. |

Purveyor shall render billing and send the same to the Customer upon achievement of each milestone with certification of completion of that milestone, and Customer shall provide payment to Purveyor within forty-five (45) days of receipt of the Purveyor's billing. In the event that Customer shall fail to timely pay any scheduled installment in respect to the Connection Fee, Purveyor may elect to cease further construction of the Water Main until such time as all payments then due shall be fully paid and satisfactory assurances given regarding the ability of Customer to pay remaining installments in respect to the Connection Fee. Notwithstanding cessation of construction in respect to the Water Main, if Purveyor shall have incurred expenses in excess of sums paid by Customer and otherwise reasonably recoverable by Purveyor, then Customer shall remain liable to Purveyor for any such deficiency.

After payment of either of the foregoing installments in respect to the Connection Fee, if Purveyor shall fail to progress with construction of the water main for a period in excess of forty-five (45) days following Purveyor's receipt of such installment, Customer may withhold payment of any further installments and proceed to make alternative arrangements to proceed with construction of such water main at its cost for which it shall be entitled to credit from Purveyor toward satisfaction of such Connection Fee and may recover from Purveyor any cost to construct such Water Main that Customer incurs in excess of the Connection Fee herein set forth.

9. Default in Payment. In the event that Customer default in the payment of any sum due to Purveyor pursuant to the terms of this Agreement, Purveyor shall give Customer and USDA, written notice by certified mail, to the address hereafter specified in Section 24, of its intent to cease supplying water to Customer pursuant to the terms unless, within thirty (30) days following date of mailing such notice, the default in payment shall be cured. In the event such default shall not have been cured, Purveyor may, thereafter, cease supplying water without further notice to any party.

10. Ownership of Line and Facilities. The Purveyor's ownership of the newly constructed water main shall terminate at the Boundary Valve immediately adjacent to, and upstream of, Customer's pumping and metering station. The Boundary Valve shall be owned by Purveyor. The Customer's ownership shall include Customer's pumping and metering station, water main, and all facilities downstream of the Boundary Valve.

11. Ongoing Water Line Maintenance Responsibilities. Purveyor shall own and be responsible for all costs associated with the operation and maintenance of the Connecting Water Line and related appurtenances from the point of its connection to the Purveyor's water distribution system to, and including, the Boundary Valve. Customer shall be responsible for all costs associated with the operation and maintenance of its pumping and metering station which shall include all necessary power supplies, booster pumps, meters, backflow protection devices and all other facilities as are constructed down stream of the Boundary Valve.

12. Supply of Water. After completion of construction and testing, Purveyor shall provide water at a reasonable pressure calculated at a minimum of 30 p.s.i. at a supply rate of a maximum of 500 gallons per minute from the proposed water main, at the Boundary Valve. If a greater pressure than that normally available at the point of delivery is required by the Customer, the cost of providing such greater pressure shall be borne by the Customer. Emergency failures of pressure or supply due to water main breaks, power failure, flood, fire, use of water to fight fire, earthquake or other catastrophe shall excuse the Purveyor from this provision for such reasonable period of time as may be necessary to restore service.

13. Failure to Deliver. The Purveyor will operate and maintain its system in an efficient manner. Temporary or partial failure to deliver water shall be remedied as soon as practical. In the event of an extended shortage of water, or the supply of water available to the Purveyor is otherwise diminished over an extended period of time, the supply of water to Customer and Customer's consumers shall be reduced or diminished in the same manner or proportion as the supply to Purveyor's consumers is reduced or diminished.

14. Usage. The water meter maintained by the Customer at its pump and metering station will be read monthly by the Purveyor and billings will be rendered by Purveyor at the rate hereinabove agreed. For verification of usage, Customer will provide Purveyor with reasonable access to the meter facilities to permit equipment inspection and for confirmation of water quantities utilized by Customer. Meters shall be located in accordance with Purveyor's standards for location.

15. Treatment Requirements. In the event that the Nebraska Department of Health and Human Services shall require that water furnished by Purveyor be re-chlorinated for use in Customer's distribution system to comply with applicable regulations, or require any other additional treatment due to Customer's use, Customer shall be responsible for all costs relating to the installation, operation and maintenance of treatment systems required for Customer's use in its water distribution system.

16. Water Quality. The water supplied to the Purveyor's distribution system by the City of Grand Island currently meets all state and federal regulations pertaining to water quality.

The Customer acknowledges that regulation and/or environmental conditions may change in the future. The Customer agrees to accept this risk as all other customers of the Purveyor's water system.

17. Metering Equipment. The Customer will calibrate the metering equipment in the meter station at the request of the Purveyor or may do so from time to time at its election. Calibration of such equipment at the request of the Purveyor, however, will not occur more frequently than once every twelve (12) months. A meter registering not more than two (2%) above or below the test result shall be deemed to be accurate. In the event that readings of the meter station are disclosed by a test to be inaccurate, readings for one (1) month prior to such test shall be deemed to have been inaccurate and shall be corrected in accordance with the percentage of inaccuracy found by such test. If the meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered for the corresponding period immediately prior to such failure, unless Purveyor and Customer shall agree upon a different amount. An appropriate official of the Customer shall have access at all reasonable times to the meter for the purpose of verifying its readings.

18. Customer Maintenance, Testing, And Documentation Requirements. Customer shall at all times be and remain responsible for all costs relating to the maintenance, repair and replacement of all metering devices required to document its usage of water from Purveyor and shall also be responsible to maintain and test all required backflow protection devices in accordance with all applicable regulations of the Nebraska Department of Health and Human Services and the City of Grand Island, to assure their proper operation and certification.

19. Non-Waiver. Either party's failure to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of either party's right at any time to enforce each and every provisions.

20. Modification of Agreement. The terms of this Agreement may be modified or altered by mutual written agreement of Customer and Purveyor.

21. Assignment. This Agreement is not assignable by either party without the prior written consent of the other.

The restrictions upon assignment contained herein shall not apply to nor be enforceable against a secured lien holder, its successors and/or assigns in the event that such secured lien holder either through voluntary foreclosure or involuntary foreclosure or similar methods or procedures obtains title to the Customer's municipal water system.

22. Miscellaneous. The development of the new water supply system by the Customer is being financed by a loan and grant from the United States of America, acting through Rural Development of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Customer are conditioned upon the approval, in writing, of the State Director of Rural Development. This Interlocal Agreement will be pledged to Rural Development as part of the security for this financial assistance.

23. Successor to the Customer. In the event of any occurrence rendering the Customer incapable of performing under this Interlocal Agreement, any successor of the Customer, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Customer hereunder, subject to performance of those obligations of the Customer herein contained.

24. Notices. Any notices required or desired to be given hereunder shall be in writing, delivered by registered or certified mail, and addressed to the part to whom such notice

is to be given at the following addresses, unless notice of a new address has been given in compliance herewith:

Purveyor:
City of Grand Island
Attn: Utilities Director
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968

Customer:
Village of Alda
Attn: City Clerk
6410 West U.S. Highway 30
P.O. Box 100
Alda, NE 68810-0100

USDA:
United States Department of Agriculture
Rural Development
Rm. 152 Federal Building
100 Centennial Mall North
Lincoln, NE 68508

Such notices shall be effective upon mailing.

25. Construction of Agreement. This Agreement shall be construed in accordance with the law of the State of Nebraska and in the event any provision contained herein shall be determined by a court of competent jurisdiction to be void or unenforceable, this agreement shall be construed as though such void or unenforceable provision were not a part hereof.

26. Entire Agreement. This Agreement supersedes any and all prior agreements between Purveyor and Customer with regard to the matters herein contained, and constitutes the entire agreement between the parties hereto with regard to such matters. Neither this Agreement nor any of the provisions, terms or conditions hereof may be waived, altered, abridged, modified or amended, except in writing, and signed by the party against whom the enforcement thereof is sought.

27. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

This Interlocal Agreement is approved on behalf of
the USDA, Rural Development on this ____ day of
_____, 2009,

By: _____
Title _____

Executed the ____ day of _____, 2009

Executed the ____ day of _____, 2009

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

VILLAGE OF ALDA, NEBRASKA,
A Nebraska Municipal Corporation, Customer

By: _____
Margaret Hornady, Mayor

By: _____
Chairman

Attest:

RaNae Edwards, City Clerk

Approved as to form:

Dale M. Shotkoski, City Attorney

4-9/218489v8

Attest:

Village Clerk

Approved as to form:

Arend R. Baack, Village Attorney

WATER RATE SCHEDULE

EFFECTIVE October 1, 2008

Ordinance No. 9181

SCHEDULE OF RATES

This rate to be charged for water furnished shall be as follows.

MONTHLY BILLINGS

| Cubic feet per month | Rate per 100 cubic feet |
|-------------------------------|-------------------------|
| First 500 | \$ 1.496 |
| Next 500 | 0.700 |
| Next 500 | 0.692 |
| Next 2,500 | 0.767 |
| Next 6,000 | 0.713 |
| Next 90,000 | 0.654 |
| Next 100,000 | 0.574 |
| Over 200,000 | 0.535 |
| Monthly Minimum (500 Cu. Ft.) | 7.480* |

* Plus a customer charge of \$0.35 per month for unfunded federal mandates for the Clean Water Act and the City's backflow program, in addition to the regular rates charged for water furnished to the customer.

RESOLUTION 2009-35

WHEREAS, the Village of Alda contacted Grand Island Utilities Department regarding the possibility of the City of Grand Island providing water supply to the Village; and

WHEREAS, the Village of Alda is under an Administrative Order from the Nebraska Department of Health and Human Services because the current wells do not meet the recently implemented regulations regarding uranium; and

WHEREAS, the Village of Alda was able to obtain a grant from the U.S. Department of Agriculture, Rural Development Fund to assist with construction costs; and

WHEREAS, the water line will be constructed to be in compliance with current Grand Island standards and be constructed so as not to be a hindrance to future City expansion of water infrastructure required as the City grows, and not present problems of service area jurisdiction between the two communities; and

WHEREAS, the City of Grand Island has been working with the attorney representing the Village, Arend Baack, and an Interlocal Agreement between the City of Grand Island, Nebraska, the Village of Alda, Nebraska and the United States Department of Agriculture, Rural Development has been reached.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement by and between the City of Grand Island, the Village of Alda, and the United States Department of Agriculture, Rural Development, for Water Supply for the Village of Alda is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| February 5, 2009 | ☐ City Attorney |



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item H1

**Consideration of Annexation for Property Located South of Case
New Holland and West of US Highway 281 and Refer to the
Regional Planning Commission**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP Hall County Regional Planning Director

Meeting: February 10, 2009

Subject: Annexation of Property South of Case New Holland

Item #'s: H-1

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

Background

A request has been received to consider annexation of property located south of Case New Holland on the west side of U.S. Highway 281 north of the Riverview Apartments. Case New Holland has purchased this property. They have already fenced the property and are adding it to their corporate campus. They will also be requesting that the property be rezoned to M1-Light Manufacturing consistent with the zoning on their main building. This property is surrounded by the Grand Island Municipal limits on all sides.

Discussion

Nebraska Revised Statute §16-117 provides for the process of annexation the first step of which is for the Mayor and City Council to refer the matter to the Regional Planning Commission for a recommendation. This will be followed by the process as outlined in the attached timeline. Council did pass an ordinance to annex this property on the first 2 readings in 2005. Before the third reading the owners of the property asked that Council postpone the issue until a request to bring it forward was made. Because of the amount of time that has passed since the last action it is appropriate to run this through the whole process.

Alternatives

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

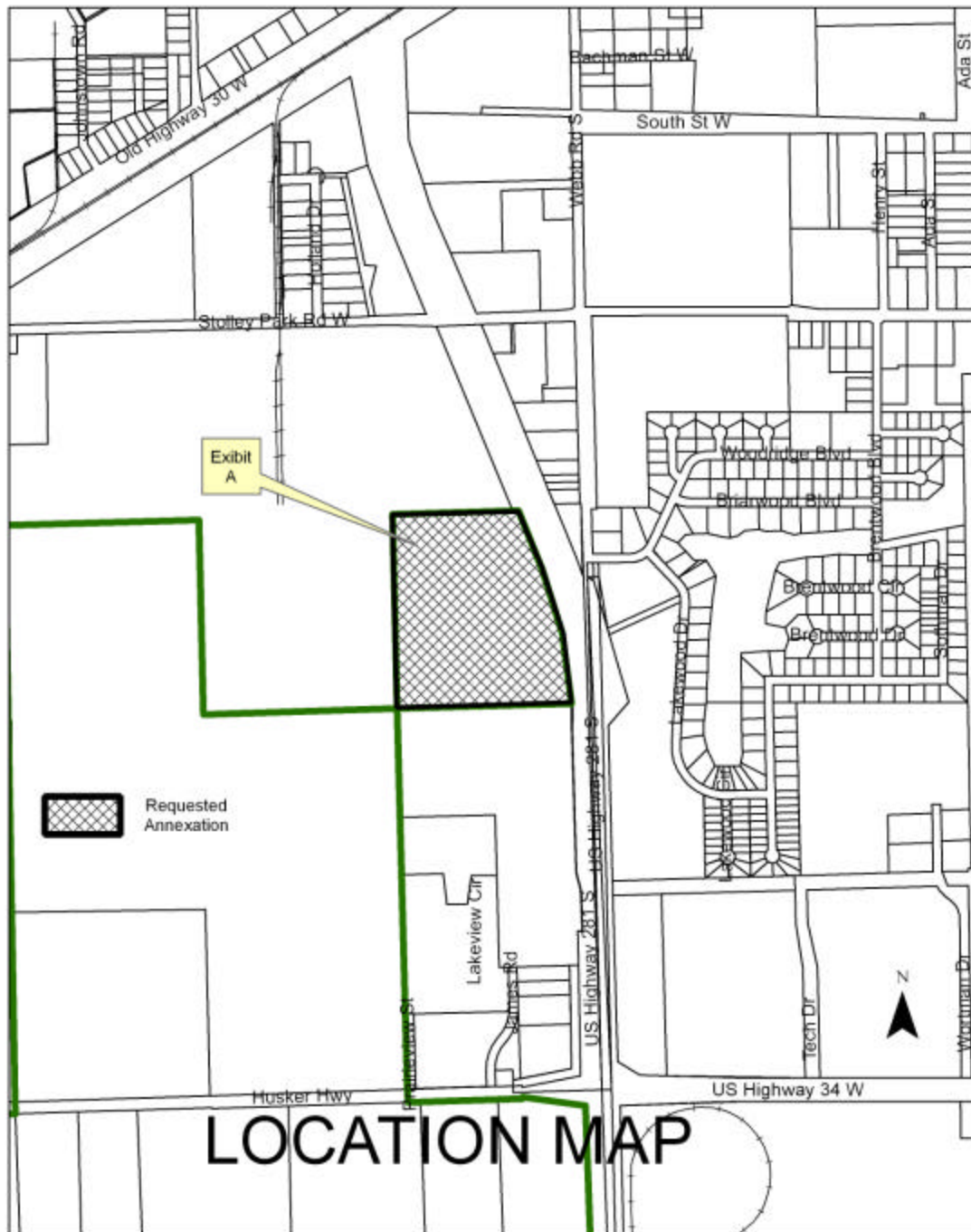
1. Refer the annexation request to the Hall County Regional Planning Commission: *If you choose to refer this item staff will follow the attached timeline in moving this request forward.*
2. Choose not to refer the annexation request to the Hall County Regional Planning Commission: *No further action will be taken on this item until such time as either Council brings the question forward or the property owner requests further consideration. This property is surrounded by City Limits and annexation of this property would eliminate one of the holes in our municipal limits.*
3. Postpone the issue: *No further action would be taken until council chooses to act on the item.*

Recommendation

City Administration recommends that the Council refer this request for annexation to the Hall County Regional Planning Commission for a recommendation.

Sample Motion

Move to refer this request for annexation to the Hall County Regional Planning Commission for a recommendation.



TIMELINE
2009 Annexation

- 02-10-2009 City Council Meeting. Referral of areas considered for annexation to Regional Planning Commission for hearing and recommendation.
- 02-21-2009 Notice of public hearing re: annexation published in *Grand Island Independent* for Regional Planning Commission meeting. [§19-929]
- 03-04-2009 Planning Commission Meeting. Commissioners to make recommendation on annexation of land into the City of Grand Island.
- 03-10-2009 City Council Meeting. Resolution indicates the city is (1) considering annexation, (2) approves and adopts the annexation plan, and (3) scheduling a public hearing for April 14, 2009. Annexation plan for extension of city services to be on file with the City Clerk. [§16-117]
- 03-10-2009 Annexation Plan for the extension of city services to the annexed area to be on file with the City Clerk for public review and inspection during regular business hours.
- 03-11-2009 Upon approval of resolution on 3/10/09, City Clerk sends copy of resolution to the school board of the school district in the land proposed for annexation.
- 04-3-2009 Notice of Public Hearing before City Council to be published in the *Grand Island Independent*. Notice must be published at least once, not less than 10 days prior to date of hearing.
- 04-14-2009 Public Hearing re: annexation.
Title of ordinance to be read at council meeting. (1st time) [§16-404]
- 04-28-2009 Title of ordinance to be read at council meeting. (2nd time)
- 05-12-2009 Title of ordinance to be read at council meeting. (3rd time)
Annexation Ordinance approved by City Council.
- 05-27-2009 Annexation Ordinance becomes effective.



January 26, 2009

RaNae Edwards, City Clerk
100 East First Street
Grand Island, NE 68801

Dear Ms. RaNae Edwards:

I would like to request, on behalf of CNH America LLC, that the property described below be annexed into the city limits of Grand Island. Also included is an exhibit of the property.

Legal Description of land requested to be annexed is as follows:

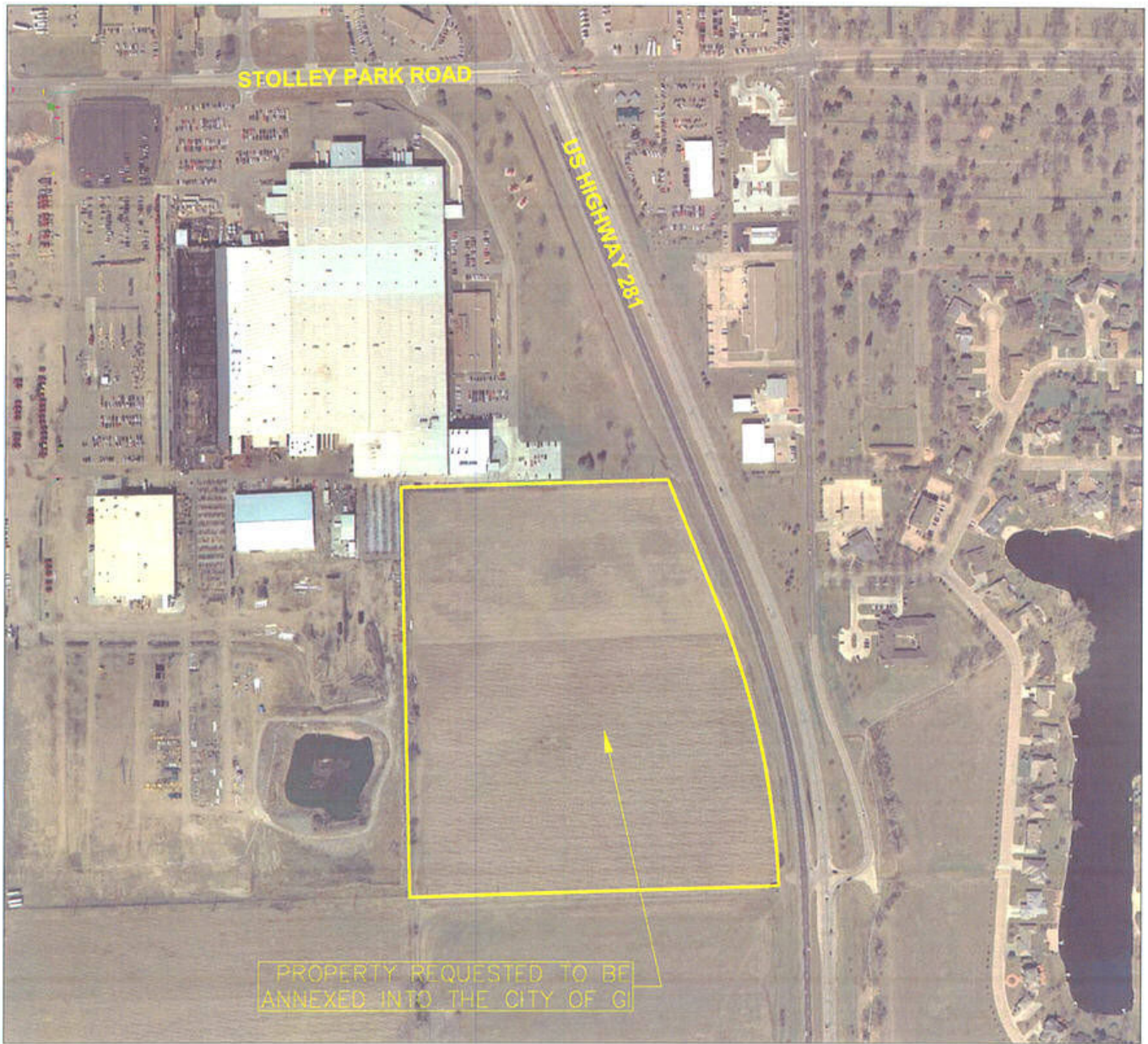
A tract of land located in part of the southeast quarter of the northeast quarter (se1/4, ne1/4) of section twenty-five (25), township eleven (11), north, range ten (10) west of the 6th p.m., in Hall County, Nebraska, except a certain tract more particularly described in quit claim deed recorded to the state of Nebraska in book 141, page 258, and except a certain tract more particularly described in appraiser's report recorded in book 9, page 67, and more particularly described as follows:

Commencing at the east quarter corner section 25-T11N-R10W; thence on an assumed bearing of S88°08'57"W upon and along the south line of the SE1/4, NE1/4 a distance of 132.51 feet to the northeast corner of Lot 2, Pedcor Second Subdivision, an addition to the City of Grand Island, Nebraska, said point also being the westerly right-of-way (ROW) line of US Highway #281 and the point of beginning; thence S88°09'55"W upon and along the south line of SE1/4, NE1/4, said line also being the north line of said Lot 2 a distance of 1189.55 feet to the southwest corner of said SE1/4, NE1/4, said point also being the northwest corner of said Lot 2; thence N01°24'18"W upon and along the west line of said SE1/4, NE1/4 a distance of 1322.52 feet to the northwest corner of said SE1/4, NE1/4; thence N88°18'32"E upon and along the north line of said SE1/4, NE1/4 a distance of 860.86 feet to said westerly row line of US Highway #281; thence S21°57'28"E along and upon said west row line a distance of 398.06 feet to a point of curvature; thence upon and along said westerly row line around a curve in a clockwise direction having a delta angle 20°00'15", an arc length 968.79 feet, a radius 2774.79, a chord bearing S12°42'30"E with a chord distance of 963.87 feet to the point of beginning. Said tract contains a calculated area of 1,412,514.37 square feet or 32.427 acres more or less.

I appreciate your time in this matter.

Sincerely,

Shane Jobman
Plant Engineering Manager
CNH America LLC



STOLLEY PARK ROAD

US HIGHWAY 281

PROPERTY REQUESTED TO BE
ANNEXED INTO THE CITY OF G



1" = 500'



SCALE IN FEET

DNV: F:\Projects\2009-1503\2009 Master\ksh\001503_please.dwg
DATE: Jan 26, 2009 10:10am
XREF: 001503_cenote.dwg
002777.dwg

PROJECT NO: 2009-0146

DRAWN BY: KJK

DATE: 01/26/09

CNH PROPERTY REQUESTED
TO BE ANNEXED INTO CITY OF
GRAND ISLAND, NE

MOLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT

1



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item I1

#2009-36 - Consideration of One & Six Year Street Improvement Program

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

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

RESOLUTION 2009-36

WHEREAS, the Regional Planning Commission, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on February 4, 2009, on the One and Six Year Street Improvement Program for the City of Grand Island; and

WHEREAS, at the February 4, 2009 public hearing, the Regional Planning Commission approved the One and Six Year Street Improvement Program 2009-2014, and recommended that such program be approved by the City Council; and

WHEREAS, the Grand Island City Council, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on February 10, 2009, on the One and Six Year Street Improvement Program for the City of Grand Island; and

WHEREAS, this Council has determined that the One and Six Year Street Improvement Program as set out in Exhibit "A" should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the One and Six Year Street Improvement Program 2009-2014, based on priorities of needs and calculated to contribute to the orderly development of city streets, and identified as Exhibit "A", is hereby approved and adopted by this Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| February 6, 2009 | ☐ City Attorney |



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item I2

#2009-37 - Consideration of Economic Development Incentive Agreement with Ace Machine Shop & Sales, Inc.

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale M. Shotkoski, City Attorney

Meeting: February 10, 2008

Subject: Approving Economic Development Incentive
Agreement with Ace Machine Shop & Sales, Inc.

Item #'s: I-2

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

Background

At the May 2003 special election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Economic Development Corporation. The Economic Development Corporation has received an application from Ace Machine Shop & Sales, Inc. to develop a start-up business.

Discussion

Ace Machine Shop & Sales, Inc., 1104 West Oklahoma intends to provide all kinds of manufacturing machine work and has submitted an application (see attached) for economic development incentives, which would include \$2,500 per employee for job creation, for a total of \$17,500 and \$15,000 for upgrade of infrastructure to their facility for a total incentive/financing request of \$32,500. Ace Machine Shop currently employs 0 full time employees; this would increase to 7 full time employees. Services provided by Ace Machine Shop will include providing all kinds of manufacturing machine work from custom to specialized, from one piece to production runs. They can handle all fabrication needs with a target customer base consisting of Union Pacific Railroad, Burlington Railroad, Nevada Railroad Materials, and Nebraska Central Railroad.

The application of Ace Machine Shop & Sales, Inc. has been approved by the Executive Board of the Economic Development Corporation and by the Citizens Review Committee. Both the Economic Development Corporation Executive Board and the Citizens Review Committee have approved this application and it is now being forwarded to the City Council for final consideration.

Alternatives

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

1. Move to approve the Economic Development Agreement with Ace Machine Shop & Sales, Inc.
2. Do not approve the Economic Development Agreement with Ace Machine Shop & Sales, Inc.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council consider the resolution authorizing the City to enter into the Economic Development Agreement with Ace Machine Shop & Sales, Inc.

Sample Motion

Move to approve the resolution authorizing the City to enter into the Economic Development Agreement with Ace Machine Shop & Sales, Inc.



PROJECT APPLICATION FOR ECONOMIC DEVELOPMENT PROGRAMS

1. Applicant Business Name Ace Machine Shop & Sales, Inc.

Address 1104 W Oklahoma, Grand Island NE 68801

Telephone (308) 382-9090

Email Address tom@acemachineshop.biz

Business Contact Person Tom or Jill O'Neill

Telephone (308) 382-9090

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

3. Business Type: ☒ Startup ☐ Existing
☐ Business Buyout ☐ Spec Building
☐ Other

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

5. Product or Services Provided: All kinds of manufacturing machine work from custom
to specialized. From one piece to production runs. Can handle all fabrication needs.

6. Project Description: Ace Machine Shop is a start-up company staffed with qualified
individuals with a combined work experience of well over 152 years. Ace Machine Shop
has a target customer base consisting of Union Pacific Railroad, Burlington Railroad,
Nevada Railroad Materials, and Nebraska Central Railroad to name just a few.

7. Project Timetable: Startup production on January 1, 2009 and to be fully operational
by March 1, 2009.

8. Employment Information:

Current number of employees 0 (full-time equivalent)

Proposed number of employees 7 (full-time equivalent)

What is the average hourly wage for all employees? \$13.50

Number of new jobs to be created 7 (full-time equivalent)

What would be the average hourly wage for new jobs? \$13.50+

Number of jobs to be retained, if any NA (full-time equivalent)

Please describe all benefits which the business provides to employees:

Health Insurance, Life Insurance, Sick Leave, Vacation

9. Financing/Incentives Requested: Ace Machine Shop is asking for a grant in the amount
of \$2,500/employee for a total employee incentive of \$17,500. In addition, with Ace Machine
Shop being a start-up company, and the required upgrade of instructure for the facility,
we are requesting \$15,000. Our total incentive/financing request is \$32,500.

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

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

By:

Tom O'Neill

President/Owner

Title

Date:

09-Dec-08

Grand Island Area Economic Development LB-840 Project Application

Project Name: Ace Machine Shop

Date Referred to Grand Island Area Economic Development Board: December 11, 2008

Approved: ✓ Disapproved: _____ Date: _____

Comments: _____

Signature of President: Marlan Ferguson
Marlan Ferguson

Date Referred to Citizen's Review Committee: February 3, 2009

Approved: X Disapproved: _____ Date: 2-3-09

Comments: _____

Signature of Chairman: Dehn Renter
Dehn Renter

Date Referred to City Council: _____

Approved: _____ Disapproved: _____ Date: _____

Comments: _____

Signature of Mayor: _____
Margaret Hornady

ECONOMIC DEVELOPMENT AGREEMENT

In reliance upon the business plan of Ace Machine Shop & Sales, Inc., ("Employer") which will have a beneficial economic impact upon the Grand Island area by increasing employment opportunities, the City of Grand Island (the "City") and the Grand Island Area Economic Development Corporation (the "Development Corporation") hereby agree to provide Employer with the assistance described in this Economic Development Agreement. Employer hereby accepts the economic assistance expressly set forth below and agrees to the terms and conditions hereof, including, without limitation, the terms and conditions of repayment.

Section 1

BUSINESS PLAN

Employer is a start-up business that proposes to become engaged in all types of manufactured machine work from custom to specialized. It has assembled a qualified group of employees that has, in the aggregate, 152 years of industry specific work experience. It will operate at 1104 Oklahoma, Grand Island, Nebraska and has a target market of large specialized users of manufactured machine work, such as Union Pacific Railroad, Burlington Northern Santa Fe Railroad, Nevada Railroad Materials and nebraska Central Railroad as examples.

Employer intends to upgrade the infrastructure of its operating facility. It is anticipated that this start-up operation will be fully operational by March 1, 2009.

Currently, Employer has no employees. It anticipates that within three (3) years Employer will employ seven (7) full time equivalent employees within the City. Employees as they become qualified for the Employer's operation will have a combined average wage and benefit compensation level of \$13.50.

Section 2

TERMS USED HEREIN

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

2.1. "Employees" means the number of fulltime equivalent persons employed by Employer in Grand Island, Nebraska, throughout the Measuring Year and determined as follows: divide (i) the total number of regular time hours that Employer paid Employees to work during the Measuring Year [including forty (40) hours per week for each week worked by each salaried employees] by (ii) 2080. Overtime hours are not included in determining fulltime equivalent persons. The total hours worked necessary to equate to seven (7) fulltime equivalent employees is 14,560.

2.2. The "Measuring Year" shall begin on the first day of March, 2011 and end on February 28, 2012.

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

Section 3

EMPLOYMENT REQUIREMENTS

Employer shall have had at least seven (7) Employees continuously throughout the Measuring Year at an average wage of not less than \$13.50 per hour (the "Employment Requirement").

Section 4

MONETARY ADVANCES

4.1. Within thirty (30) days after this Agreement and the necessary funds are approved under The City's Economic Development Program, the City will advance Employer Fifteen Thousand and No/100 Dollars (\$15,000.00) as an infrastructure advance (the "Infrastructure Advance") and Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00) as an employment advance (the "Employment Advance").

4.2. Upon the Development Corporation's receipt of a certification from Employer that the business is fully operational, the Development Corporation shall notify Employer that the entire Infrastructure Advance is forgiven and Employer shall thereafter have no obligation to repay that amount to the City.

4.3. If Employer meets the employment requirements set forth in Section 3 then not later than thirty (30) days after the Development Corporation receives the required Employment Certificate for the Measuring Year, the Development Corporation shall notify Employer that the entire Employment Advance is then forgiven and Employer shall thereafter have no obligation to repay that amount to the City.

4.4. If Employer fails to have the business fully operational on or before July 31, 2009, then the total amount of the Infrastructure Advance shall become immediately due and payable to the City, together with interest on the unpaid balance at the rate of six (6%) per annum until paid in full.

4.5. If Employer fails to meet the Employment Requirements for the Measuring Year or if the Employment Requirement becomes unattainable because Employer has ceased operations, then the total amount of the Employment Advance shall become due and payable to the City thirty (30) days after the last day of the Measuring Year or immediately at such time as Employer ceases operation, whichever is earlier, together with interest on the unpaid balance at the rate of six (6%) per annum until paid in full.

Section 5

LEGAL EFFECT

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

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

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

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

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

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

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

Dated effective this _____ day of January, 2009.

GRAND ISLAND AREA ECONOMIC
DEVELOPMENT CORPORATION

By Marlan Ferguson
Marlan Ferguson, President

ACE MACHINE SHOP & SALES, INC.
Employer

By Tom O'Neill
Tom O'Neill

THE CITY OF GRAND ISLAND

By _____
Margaret Hornady, Mayor

RESOLUTION 2009-37

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

WHEREAS, Ace Machine Shop & Sales, Inc. has applied for a forgivable loan in the amount of \$32,500 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation and was approved on February 3, 2009 by the Citizens Advisory Review Committee; and

WHEREAS, Ace Machine Shop & Sales, Inc. will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Ace Machine Shop & Sales, Inc. as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and Ace Machine Shop & Sales, Inc., to provide a \$32,500 in economic assistance through a forgivable loan to Ace Machine Shop & Sales, Inc., to be used for establishing its business at 1104 West Oklahoma in Grand Island is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

| | |
|---------------------|--|
| Approved as to Form | <input type="checkbox"/> _____ |
| February 5, 2009 | <input type="checkbox"/> City Attorney |

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item I3

**#2009-38 - Consideration of Approving Contract for Website
Rebuild with Vision Internet**

Staff Contact: Wendy Meyer-Jerke

Council Agenda Memo

From: Wendy Meyer-Jerke, Public Information Officer

Meeting: February 10, 2009

Subject: Website Rebuild Contract

Item #'s: I-3

Presenter(s): Wendy Meyer-Jerke, Public Information Officer
Paul Briseno, Assistant to the City Administrator

Background

The way the world seeks information today has changed dramatically over the past decade. Citizens now search the web for essential information, sign-up to receive notices and newsletters, watch their favorite shows, and even pay bills on-line with immediate results.

As website usage increases amongst the public it is pertinent that the City of Grand Island use marketing and informational tools to its fullest potential to provide greater access to local government. Advances in technology allow local governments to communicate more effectively with citizens offering greater insight and a more accurate pulse of the community needs.

The current City of Grand Island website offers limited citizen interaction, lacks a dynamic and consistent look, contains stagnate or outdated information, and is difficult to navigate for the average user. The website right now is maintained and managed by three employees—the public information officer, Information Technology employee, and a Utilities employee. A majority of the current website is outdated as updates are time consuming and requires knowledge of web design.

Discussion

The Administration sent out a request for proposals on October 1, 2008 and three proposals were received on October 29, 2008. After scoring RRP's and presented information, the Website Redevelopment Committee is recommending a Website Development and Hosting/Maintenance Agreement with Vision Internet, of Santa Monica, California to Council for \$47,945. Administration budgeted \$55,000 for these services.

If this contract is approved, the City of Grand Island would be their 200th government and education customer in their 34th state. Since the City of Grand Island would be their first entity in Nebraska a 10% discount rate was received. Once the website rebuild and redevelopment has been completed there will only be a \$200 hosting fee per month starting next fiscal year with no other on-going fees. A one-year warranty is also included as part of this contract.

Approval of this agreement will save dollars associated with administrative services as well as printing and distribution of materials. Furthermore, the content scheduling ability will save time and money for the City.

The new site will give a consistent look and feel to all city services and allow users to easily navigate the site to find the information they need. This website upgrade will allow each department the ability to easily maintain pages through a content management system.

Future integration of third-party tools and databases may include but not limited to: citizen request management system, credit card transactions, permits, video streaming of GITV, and particular parks and recreation services.

A new dynamic website design will better showcase Grand Island and make the city stand out among other regional and state government websites. This in turn will help attract new businesses and residents to our city and will allow for greater recruitment efforts for city employment opportunities.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the website rebuild contract with Vision Internet.

Sample Motion

Move to approve the website rebuild contract with Vision Internet, from Santa Monaco, California in an amount of \$47, 945.



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
WEBSITE REBUILD**

RFP DUE DATE: October 29, 2008 at 4:00 p.m.

DEPARTMENT: City Administration

PUBLICATION DATE: October 1, 2008

NO. POTENTIAL BIDDERS: 8

SUMMARY OF PROPOSALS RECEIVED

inCommand Technologies, Inc.
Corning, NY

CivicPlus
Manhattan, KS

Vision Internet
Santa Monica, CA

cc: Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Wendy Meyer-Jerke, PIO

David Springer, Finance Director
Wes Nespor, Purchasing Agent
Paul Briseno, Assist. to City Admin.

P1292

**Website Development, Hosting and Maintenance Services
Terms and Conditions**

1. This Terms and Conditions, and any attachment signed by the Parties attached hereto, represent the complete agreement and understanding ("Agreement") between Vision Internet Providers Inc. ("Contractor"), a California corporation, and City of Grand Island ("City"), and supersedes any other written or oral agreement with regard to the website development services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Contractor will provide the following services to City in exchange for payment of fees and compliance with the Terms and Conditions of this Agreement. It is agreed that a designee of City, Wendy Meyer-Jerke will be project manager, for purposes of this Agreement.

3. Contractor agrees to perform Website Development as described in "Attachment A" at a price of \$47,945.

(a) City agrees to pay Contractor as follows:

- (i) An initial payment equal to 20% of the total cost;
- (ii) A payment equal to 20% of the total cost upon City approval of the site map;
- (iii) A payment equal to 20% of the total cost upon City approval of homepage design comp;
- (iv) A payment equal to 20% of the total cost upon implementation of the Vision Content Management Tool on a Contractor's server;
- (v) A payment equal to 20% of the total cost upon completion of the website and City approval.

4. The City of Grand Island may terminate or suspend performance of this Agreement for the City's convenience upon written notice to contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to the City. If termination or suspension is for the City's convenience, the City will pay contractor for all goods and services actually performed and provided to date of termination.

5. Documents & Data; Licensing of Intellectual Property: This Agreement creates a non-exclusive and perpetual license for City to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"), to which Contractor retains ownership of all intellectual property rights. City understands and agrees that Contractor shall retain all right, title, and interest to the Vision Content Management Tool (also known as the Vision Internet Content Management Tool, VCMT, VCMS and the Vision Content Management System), and Dynamic and Interactive Components.

6. Contractor shall provide for one unique domain, monthly website hosting and database hosting on a shared server ("Hosting") for a period of twelve months commencing on the date of the website launch. Hosting will be billed to City at the rate of \$200 per month, commencing no earlier than October 1, 2009 and shall be for a period of twelve months ("Initial Term"). In the event Hosting occurs prior to October 1, 2009, a fee of \$200 per month shall accrue but not be payable by City until October 31, 2009. With respect to the Initial Term, unless one party has given written notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term, this Agreement will continue in effect on a year-to-year basis thereafter until one party gives written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of any renewal term. If the Term of this Agreement is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension Term, except that all rates, fees, charges, and compensation payable to Contractor hereunder shall be increased by five percent (5%) per year, for each annual renewal period extending the term hereof.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City adopting budget statements and appropriations sufficient to fund such performance.

7. Contractor shall provide at no charge, monthly website maintenance and updates ("Maintenance") for up to five hours each month for a period of three months commencing on the date of the website launch. Maintenance beyond five hours per month in the first three months is optional. Optional services and maintenance after the first three months are considered Extra Work as described in Paragraph 8.

8. Additional services not covered in this Agreement and extra hours will be presented to City for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Contractor's prevailing hourly rates, which are currently as follows: HTML Programming, Content Migration, \$85/hr; Graphic Production \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. City shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable.

9. Intentionally omitted.

10. City shall supply all information to Contractor in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics.

11. City understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 6.0 and 7.0 and Firefox 1.5 and 2.0. Website backend will be compatible with Internet Explorer 6.0 and 7.0. Website may not be compatible with previous or

future versions. Website will be optimized for 800 x 600 pixels resolution or above. City understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2005 ("MS-SQL"). City understands and agrees that the website is developed to run on a Microsoft Windows 2003 Server ("MS-Server"). City is responsible for the costs of all software licensing.

City understands and agrees that the website frontend will be designed to be compliant with Section 508 guidelines on accessibility. Content migrated into the website by Contractor will also be compliant. Compliance standards will be verified via Watchfire's Bobby™ software prior to Completion. City understands and agrees that website backend and third party tools may not be Section 508 compliant.

12. Limited Warranty: Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to City. All programming code developed by Contractor within the project is warranted for a period of twelve (12) months from the date of the completion of the website ("Completion"). Contractor will create a back up of the website on the date of Completion. If any warranted problem arises while City or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is maintaining and hosting the website, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by City to Contractor and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

13. Contractor does not warrant any results from the use of any web pages created under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions.

14. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot guarantee any particular result. City acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

15. Contractor may use any web pages developed for the City in any of its own promotional materials as examples of its work. City agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

16. Each Party warrants that it holds all rights necessary to display all the images, data,

information or other items being displayed at the City's web pages during the effective period of this Agreement. City expressly authorizes Contractor to display and/or modify any City supplied images, data, information and other items in connection with the services provided herein.

17. City agrees to use the website in strict accordance with, but not limited to, all local, state, and federal laws. City hereby agrees that any text, data, graphics, or any other material published by City on its website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel.

18. With regard to web hosting, the Parties agree to the following:

(a) Contractor shall not be responsible for limitations including but not limited to service interruptions, server down time, or access speed. The reliability, availability and performance of resources accessed through the Internet are beyond Contractor's control and are not in any way warranted or supported by Contractor. Except as expressly set forth in this Agreement, it is City's responsibility to maintain the website and make back-ups of all hosted files.

(b) City agrees not to use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other Contractor clients, customers or account holders or other Contractor systems. City agrees not to use Contractor services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Contractor services at Contractor's discretion.

19. Contractor will defend, hold harmless and indemnify City from and against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement.

20. City will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising out of City's negligence or intentional misconduct or failure to perform obligations under this Agreement.

21. Estimated times are included for convenience. Actual times will vary depending on City interaction and participation. However, the Parties agree to reasonably cooperate with one another in the construction and design of the website in a timely manner.

22. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Nebraska.

23. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term

or breach.

24. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

25. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

26. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

27. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

28. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

29. Force Majeure: Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

30. In the case of any conflict between the Terms and Conditions, Proposal, and Attachment A, the following order of priority shall be utilized: Terms and Conditions, Attachment A, Proposal.

31. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

32. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

33. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

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

35. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as follows:

(a) City: Name: _____

Address: _____

Attn: _____

Fax: _____

(b) Contractor:


Vision Internet Providers, Inc.
2530 Wilshire Boulevard, 2nd Floor
Santa Monica, California 90403
Attn: Steven Chapin
Fax: (310) 656-3103

CITY OF GRAND ISLAND

DATE: _____ By: _____

Print Name _____ Print Title _____

VISION INTERNET PROVIDERS, INC.

DATE: 2/5/09 By:  _____
STEVEN CHAPIN Title: President

Attachment A

Scope of Work

Following is the Scope of Work for the City of Grand Island's ("City") website to be performed by Vision Internet ("Contractor"). In this document the words "we," "us," and "ours" refer to Contractor. The word "you" refers to City.

Implementation of the website will include:

- ❑ **Attractive Design:** A website design that reflects the City, draws people in, and makes it immediately obvious that the website is the best place to get information and access resources.
- ❑ **Intuitive Navigation:** Information should be easy to find with the most important information accessible from the homepage to make it easier for website visitors.
- ❑ **Content Management System:** Contractor will implement the Vision Content Management System (VCMS) to facilitate management of content to non-technical staff throughout the City.
- ❑ **Integrated Interactive Components:** Interactive components should be implemented to make the website more engaging and useful for users by allowing them to quickly zero-in on the information most important to them.
- ❑ **Integration of Third-Party Tools and Databases:** Tools and databases should be used to enable citizens to access government services at anytime and from anywhere.

Each of these recommendations is discussed in more detail in the sections that follow.

Attractive Design

City will have a design that makes it stand out among other government websites on both a regional and national basis. The City's website will be inviting, easy to use, and will reflect your unique identity. This will be accomplished through the following design characteristics:

- ❑ **Creative design** that incorporates custom design elements and the most important information and keeps both easily accessible from the homepage.
- ❑ **Photos and collages** of recognizable landmarks, scenery of the City, and the local area.
- ❑ **Consistent look and feel** throughout the site to make it easier for website visitors to navigate the site and find information they need.
- ❑ **Use of Cascading Style Sheets** to ensure future consistency as well as separation of content and design. This makes it much easier to apply a new design theme in the future without the need to redevelop the underlying website.
- ❑ **Section 508 Compliant** making it accessible to persons with disabilities.
- ❑ **Easy to use drop down menus** helping users to quickly understand navigation and locate information with the least amount of clicks.
- ❑ **Breadcrumbs** showing the user's current path to let them know exactly where they are on the website.

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Intuitive Navigation

For your website, we recommend organizing information by department, topic, and/or target users. Contractor's approach allows users to find information in the variety of ways that are most important to them. This is because content is available through multiple "paths" making it simple for users to search the site regardless of their preferred method.

Content Management System

The City's website will utilize VCMS which was created in Microsoft ASP.NET and SQL Server. Upon final payment, Contractor will provide City with the source code for City's own use.

ADMINISTRATION TOOLS

VCMS provides you with a dynamic website where you have the ability to modify content on any page in the website through simple and easy to use administration screens. Additionally, you can add new pages and insert them into the navigation of the website.

VCMS includes a number of functions that make it extremely easy for your non-technical staff to manage website content. The most important include:

- ❑ Browser-Based Administration that allows for easy management of content by anyone who is familiar with surfing the Internet and using basic word processing programs. There is no need for your staff to know programming when updating content. This allows authorized staff members to update, delete, and create new pages based on a predefined template, and insert them into the website's navigation.
- ❑ WYSIWYG Text Editor that is based upon standard document creation tools that make it easy for your non-technical staff to edit and format text. With the WYSIWYG (What You See Is What You Get) editor, they can change font styles, colors, sizes, and formatting such as bold, italics, and underlining.
- ❑ Content Approval Cycle that allows staff persons to create content that passes through multiple levels of review and approval before going "live."
- ❑ Automatic Alt-Tags for images ensuring future Section 508 compliance.
- ❑ Automatic Image Resizing to convert those large high-resolution photos from digital cameras into web-ready images.
- ❑ Undo, Redo, Restore, and Trashcan tools giving you the ability to recover from mistakes and restore to the previous published version.
- ❑ Styles that can be applied to such elements as text, headers, and lists, thereby enabling you to create web pages with a consistent look.
- ❑ Paste Text from Microsoft Word to make it easier to add content to the website while stripping MS Word formatting and converting it to HTML.
- ❑ Spell Check to help you create content that is free of any embarrassing spelling errors.
- ❑ Search and Replace tool that replaces a word or phrase within the page.

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- ❑ Secure Administration that offers password protection to content management functions. Our sophisticated tool allows you to grant management rights to specific users or groups of users. Administration rights can be granted to the entire site or restricted to specific areas or types of content (i.e. by department).
- ❑ Single-Source Web Publishing that permits administrators to update a single web page and reflect those changes on multiple pages throughout the site.
- ❑ Navigation Control that allows you to add new pages or move pages anywhere within the website.
- ❑ Page Linking that enables you to easily create links to any page in the website or to other websites.
- ❑ Email Address Masking which prevents spammers from getting the email addresses of your employees when crawling your site.
- ❑ Document Central that allows for the storage of a single version of each document in a central place and for them to be linked to virtually any page in the website.
- ❑ Image Library that stores a single version of each image in a central place and subsequently adds them to virtually any page in the website.
- ❑ Content Scheduling to save time and money. This allows all standard pages and specific predefined component content to be setup to publish ahead of time and be automatically removed or archived when it will no longer be relevant.
- ❑ Printable Pages that enable your website visitors to print out virtually any page on the website for reading offline.

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Included Interactive Components

In addition to the creative design, effective navigation, and easy to use VCMS, we will provide the City with interactive components for managing special types of content.

The Interactive Components to be utilized are:

- | | |
|---|---|
| <input type="checkbox"/> Approval Cycle | <input type="checkbox"/> Frequently Asked Questions |
| <input type="checkbox"/> Calendar | <input type="checkbox"/> Image Library |
| <input type="checkbox"/> Design Themes | <input type="checkbox"/> Job Postings |
| <input type="checkbox"/> Document Central | <input type="checkbox"/> News and Newsletter |
| <input type="checkbox"/> Dynamic Homepage | <input type="checkbox"/> Polling Tool |
| <input type="checkbox"/> Dynamic Department Homepages | <input type="checkbox"/> Site Search |
| <input type="checkbox"/> e-Notification | <input type="checkbox"/> Sitemap Generator |
| <input type="checkbox"/> Form/Survey Tool | <input type="checkbox"/> Staff Directory |
| <input type="checkbox"/> Forward to a Friend | |

Each of these interactive components is described in detail below.

Customization of the Vision Content Management System includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

APPROVAL CYCLE

For websites where content authorship and updates are distributed throughout an organization's departments, it is helpful to implement the Approval Cycle where content updates and changes do not go live on the website until one or more persons have approved them.

This allows you to segment the management of content by groups of users (such as departments), in addition to types of content as determined by the interactive components. It is extremely flexible allowing you to define as many workflows as you require with as many steps in the approval as you deem necessary. Most clients have one workflow per department with up to four or five steps in each.

CALENDAR

An interactive Calendar is a staple of local government websites and is an essential tool for your site's success. The Calendar can be used to improve attendance at your events and meetings by making it easier for users to find the types of events important to them. It can also be implemented in a user-friendly monthly or yearly format. To assist users further, the Calendar has filtering tools that allow them to find information by month, category, or even departments. This makes it quite easy to locate specific information.

Our Calendar contains a number of advanced functions including:

- ☐ Recurring events function
- ☐ HTML editing capabilities (including ability to include photos and links)

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- ❑ Automatic archiving
- ❑ Integration with e-Notification
- ❑ Ability to create and assign filtering categories to events.
- ❑ Ability to restrict use of categories by specific staff.
- ❑ Ability to control which events to include on the homepage of the site.
- ❑ Ability to insert Calendar pages anywhere in the site navigation.
- ❑ Ability to apply different Calendar formats including standard monthly Calendar and a listing of events.
- ❑ Automatic RSS feed.

NOTE: With the e-Notification tool, calendar information may also be broadcast to subscribers via email.

DESIGN THEMES

The Design Themes tool allows you to give subsections of the website their own unique look and feel while providing overall navigational and page layout consistency for your website visitors. The navigational and page layout consistency will make navigating the site easier for your users; the structure will remain the same throughout the website. At the same time, however, by being able to apply different graphic designs and color schemes to different sections, you can incorporate distinct branding elements into a single website. To make it easy for your staff, they can simply select the design theme to be applied to the page from a list of available options that Vision Internet defines for the content management system. Included in this budget are four design themes; additional themes will be billed at our hourly rates.

Below are examples from the StopWaste.Org website. Different templates are used for promoting branding of individual programs. Templates include unique banner collages and color themes. Navigation remains consistent throughout the site.

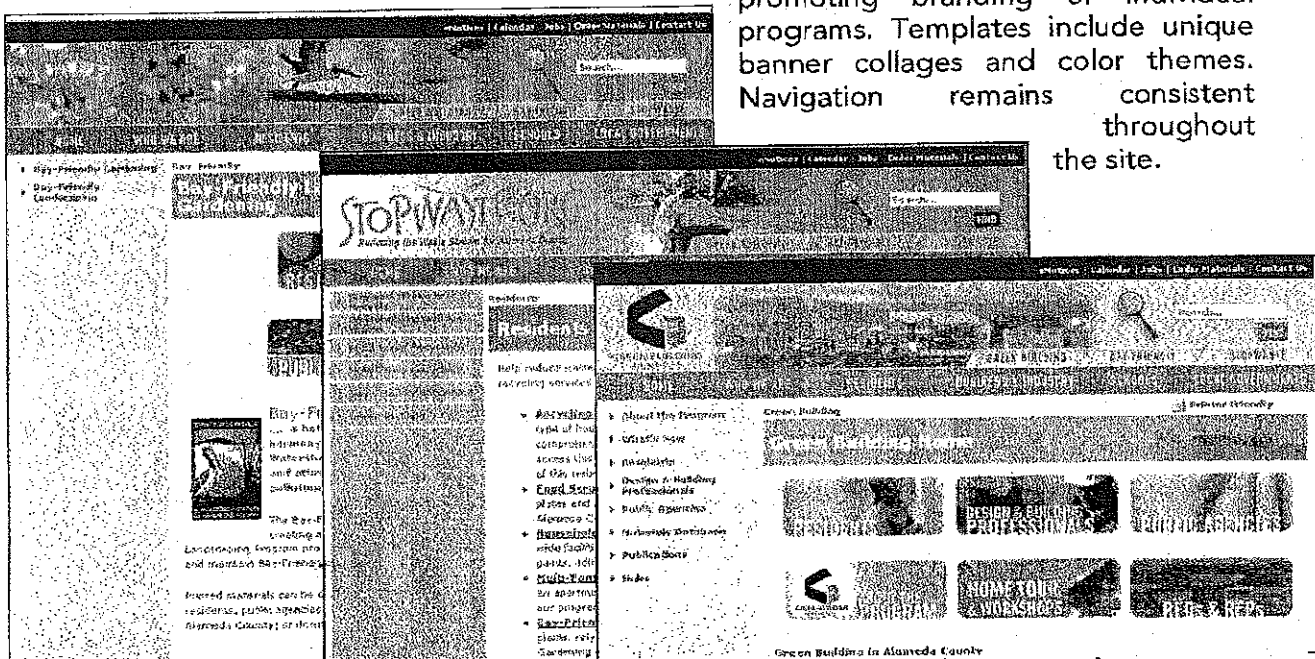


Figure 1 The StopWaste.Org website incorporates different Design Theme templates to support branding of individual programs. From left to right: Bay Friendly program, Residents section of site, Green Building program.

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DOCUMENT CENTRAL

One of the main reasons people visit a local government website is to get information and download important documents and forms. With the Document Central, website visitors can easily find the information they need, and you can slash printing and distribution costs for all types of documents.

Based on our extensive experience in content management, we recommend a centralized location for all documents. This allows website visitors to browse for documents from a single, categorized location as well as to access information from individual pages within the website. Furthermore, it allows easier administrator management of files, thus preventing confusing links and ensuring there are not multiple versions of the same document throughout the site. To prevent broken links in the website, the Document Central prevents deletion of linked documents and provides a complete list of pages linking to the document to simplify website administration.

We recommend all documents be stored in Adobe Acrobat PDF format to enable everyone to view them, regardless of platform. However, you may upload most types of files including Microsoft Word, Excel, graphics files, and audio or video clips.

DYNAMIC HOMEPAGE

It is important on a government website to list the most current news, press releases, or events. This keeps the community informed while ensuring the website is fresh and timely. It also exposes website visitors to important information they may not necessarily be looking for.

A Dynamic Homepage automates this process for your staff by displaying the most recent information and automatically removing it when it is no longer relevant. It will save your staff time while guaranteeing that your homepage is up-to-date.

Please note that the Dynamic Homepage includes an emergency homepage notice. The notice would prominently cover the main area of the homepage so users would not miss it.

DYNAMIC DEPARTMENT HOMEPAGES

While the Dynamic Homepage would provide information for the City overall, the Dynamic Department Homepages would provide the same functionality for individual departments. The system will be implemented in a way that information could be posted on both the main homepage and a department homepage simultaneously without duplication of effort. We will also provide a graphical banner that can be used for any page on the site. Since we will provide you with the original design work, your staff will be able to create distinct banners for individual departments. As an option, we can provide more banners for an additional budget. The screenshots below show the City of Manhattan Beach's homepage, which lists current events, and the Police Department's homepage, which automatically lists department specific news and which has its own distinct banner.

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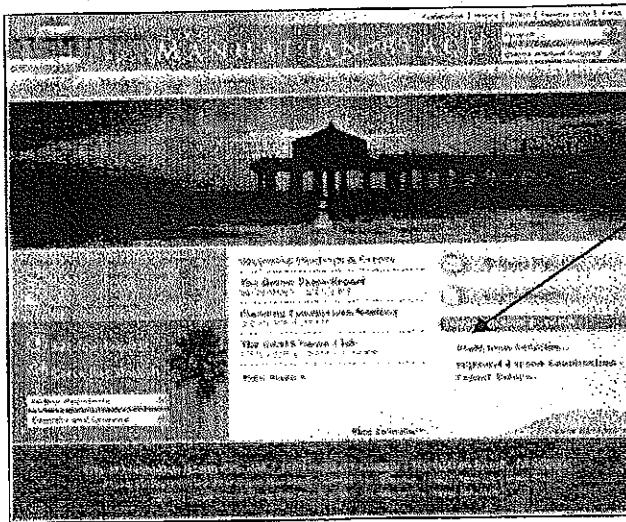


Figure 2 The City of Manhattan Beach's homepage automatically lists upcoming events.

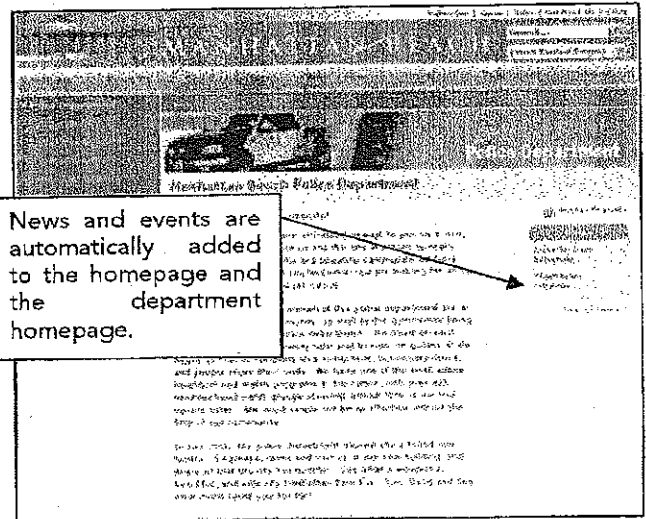


Figure 3 Dynamic Dept. Homepages automatically lists a department's current news or events.

E-NOTIFICATION

Increase communication, draw in more repeat users, and get important information out more quickly, using our email based e-Notification tool. Our tool provides a sign-up box allowing users to add their email addresses to receive important notices, and set their preferences for the e-Notifications they would like to receive. Each registration is verified via a confirmation email that the user must respond to in order to complete the registration process. This same mechanism allows each user to change preferences including opting out from subscription lists.

To better manage the e-Notification process, your staff can see how many subscribers there are for each category, plus edit subscriber information and export the subscriber database for use in other systems.

The best part about our e-Notification tool is that it also integrates with the Calendar and News and Newsletter components, giving you the ability to broadcast event and news content from your website to your subscribers. There is no need to recreate the content. This integrated approach enables your users to sign up for different types and categories of content on a single subscription page in order to have it delivered directly into their email box.

FORM/SURVEY TOOL

Interactive forms are the staple of an effective government website. They allow users to communicate and interact with their government at convenient times. Vision Internet's Form/Survey Tool can be used for asking questions, getting feedback, or submitting applications. Keep in mind that these online forms can be used for replicating many paper forms the City uses, including service requests.

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The Form/Survey Tool also provides you with the ability to easily create your own online surveys and track the results in real-time. In contrast to the traditional paper survey approach, online surveys are more convenient because they eliminate the time and expense of mailing back responses. Furthermore, you can display the results in several formats, including graphical representations. This allows your staff to aggregate the responses and view them in report format.

The tool supports fill in the blank, multiple choice, multiple select, and ranking type questions. It also has an export function so you can analyze the results using Excel or any other program capable of importing CSV files. This is a third party tool, so only graphic design may be customized and the Approval Cycle functionality is not available.

FORWARD TO A FRIEND

In content rich websites like yours, people will often find information they want to share with others. With the Forward to a Friend component, you can flag individual pages as available for forwarding to a coworker, friend or colleague. Additionally, the interactive components will automatically have a button for forwarding to a friend. The simple form asks for both the sender and recipient's email addresses and, if they care to, allows comments to be sent with the page link. The recipient will receive a short email from their colleague directing them to a specific page on your website. This tool empowers your online visitors to share information from your website that they find particularly useful.

FREQUENTLY ASKED QUESTIONS

Frequently Asked Questions (FAQ) are a website staple that visitors have come to expect. While traditional FAQs consist of long lists of questions that may overwhelm users, our component provides a simple and easy way for them to find the information they need. Website visitors are able to browse the list of questions (and answers) by categories you define. Multiple categories may be assigned to each question so that your visitors will be able to find answers based upon the category that best matches what they are looking for. Questions and their associated answers are submitted through a simple and centralized interface.

IMAGE LIBRARY

The Image Library is a centralized place where all images used in the website are stored. This saves space because only a single version of each image is used on the entire site. This also provides greater control, as you can restrict the ability to add new images to specific staff members within your organization. Images remain archived when deleted to prevent accidental broken links within the website while the content management tool tracks all pages using individual photos to make it easier for you to replace images in individual pages.

The Image Library also incorporates several tools that make managing images much easier. They include automatic scaling and sizing of photos to the maximum size recommended for your website plus automatic alt-tag insertion for images added to pages to ensure future Section 508 compliance.

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JOB POSTINGS

Job Postings is one of the most popular types of content on local government websites. By posting jobs within the site, you are both attracting possible candidates and averting the flood of telephone inquiries about positions that do not exist. This, of course, keeps your administrative costs down.

Our Job Postings tool makes posting jobs a snap. Your HR staff simply fills out a form that can have any number of fields you define (such as position, department, salary, and benefits). Staff can schedule when postings go live on the website and when they expire, thus simplifying the process and reducing your administrative time and costs.

To make it easy for users, postings can include interactive tools for filtering available positions by category, type of position, posting date, and salary. As is normal for all our components, your staff is able to define the categories or classification of Job Postings.

NEWS AND NEWSLETTER

By posting news on your site, you will improve communication with your target audiences. Our experience is that news can take many forms, including press releases, newsletters, feature stories, and "what's new" content. With our News and Newsletter component, each of these types of news can be implemented onto a single section of the website or have their own separate area. To ensure usability for website visitors while providing simplicity for staff, news content is automatically moved to an archive section at a predefined interval after publishing. Website visitors can browse the archive by category and date range. Additionally, RSS feeds of the News and Newsletters are automatically available to website visitors.

NOTE: With the e-Notification tool, news information may also be broadcast to subscribers via email.

POLLING TOOL

Online polling is a great way for users to express their opinions about important issues. The Polling Tool allows site users to vote in online polls and see the results instantly so that they can measure the responses of other community members. Your staff will be able to easily create their own polls with questions about local events, meetings, or other topics which site users would be interested in. Polls can appear on the homepage of the site where users can easily find them, as well as on a centralized page for all of your website's past and current polls. This is a third party tool so the Approval Cycle functionality is not available.

SITE SEARCH

Having Site Search on a government website provides your community with the ability to find specific content on the website. For your project, we will implement the free Google AJAX search API into your website.

SITEMAP GENERATOR

Some people prefer to navigate from a central sitemap where they are able to quickly see a snapshot of the overall website structure. Additionally, visually impaired people

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often use the sitemap as their principal source of navigation because it is much faster for their screen reader software to move through this than other navigation pages. The Sitemap Generator makes it easy for website visitors and staff alike by automatically generating a sitemap based upon the current site hierarchy. When a change is made to a page location on the website, it is automatically updated on the sitemap. This ensures up-to-the-minute accuracy, and is much easier than staff having to maintain a static sitemap.

STAFF DIRECTORY

It is often difficult for website visitors to find the correct person to contact in a government agency. However, the useful Staff Directory component greatly simplifies this search. It can list all staff persons, departments, even related agencies and partners, along with their contact information and description of their role or area of specialization. Your website users will love the convenience, simplicity, and accessibility; they can easily filter the list of staff based upon name, department, or other criteria determined to be important to them.

Additionally, your staff will be pleased that they can make their email addresses available to others without exposing their contact information to spammers. Our tool "masks" email addresses so that email-harvesting software used by spammers cannot automatically extract them from your website.

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Integration of Third-Party Tools and Databases

Today, there are many advanced tools for such functions as:

- ☐ Bid Management/e-Procurement
- ☐ Bill Payment
- ☐ Class Registration
- ☐ Credit Card Transactions¹
- ☐ e-Commerce
- ☐ GIS Mapping
- ☐ Park and Recreation Services
- ☐ Permitting
- ☐ Service Requests (CRM)
- ☐ Streaming Video²
- ☐ Others

VCMS can easily work with these tools, provided they are web-enabled. Most of these types of tools can be given the same look and feel as your main website via modifications to the presentation template. For your project, we will provide you with an HTML template that vendors of these third-party tools can use. We will also integrate links to these third-party tools into the overall website navigation. There are many examples of where we have used this approach, including the Cities of College Station, TX; Diamond Bar, CA; Citrus Heights, CA; and many others.

Additionally, we are able to create web-interfaces for your third-party databases. Examples of previous projects where we have done this include displaying tax records that were exported from a main frame for Vanderburgh County, IN; displaying crime statistics from California State databases for the City of Citrus Heights, CA; displaying travel options from various databases for several airlines including United; and displaying staff and student contact information from school databases for the UCLA School of Law.

These are just a few examples of our extensive experience working with third-party databases and systems. While interfaces to third-party systems are not included within the budget, they are available for an additional fee. We can provide a firm quote for interfaces after analyzing the databases and requirements during the consulting phase of your project.

¹ Our standard online payment service is Authorize.Net. Integration of other services may result in additional fees.

² Please note that we are partners with Granicus, who have provided streaming video services for many of our government clients.

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The Vision Process

Contractor's process consists of six stages. In each, there are formal review and approval points to give you full control of the project and ensure the final website meets your expectations. This process is explained in the sections below. Please note that if any additional meetings, training, or reports beyond what is described in this proposal is required by the City, we can discuss these additional services with you.

Stage 1: Vision Stage

In the Vision Stage, we work with you to create the vision for your website now and for the future. The Vision Stage places heavy emphasis on the objectives of the website and how it supports your overall organizational goals.

To create the vision, we will:

- ☐ Prepare and tabulate surveys of key decision makers. The survey will focus on goals and objectives, what is good and bad about your current site, examples of sites you like, and many other topics.
- ☐ Review your existing website and the websites of other cities.
- ☐ Study examples of other websites you like.
- ☐ Hold a remote brainstorming session with your web team.
- ☐ Collect all content and materials for the new website. These materials can be content existing on your current website, or delivered in Microsoft Word format, .jpeg format, .gif format, or .pdf format.

The heart of this stage of the project is the brainstorming sessions where we discuss your current website, the results of surveys, the needs of users and staff, and possible approaches for the future. This serves to gain insights and create general support for the project. We will also discuss operational considerations for once the website launches. This operational discussion will be a two-way dialog where you provide us information about the operational needs of the City and we share with you our experience and knowledge based upon the best practices we have discovered over the years.

Stage 2: Concept Stage

In the Concept Stage, we will create the blueprint for realizing the vision. To do this, we will develop the site infrastructure that includes:

- ☐ Creation of a navigation strategy that supports easy access to information.
- ☐ Categorization of pages according to the navigation strategy.
- ☐ Creation of a conceptual sitemap. The navigation or information architecture will take into account your current needs plus allow for future expansion and growth.
- ☐ Recommendation of interactive components to support easy navigation through special types of content, such as events and news.

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- ☐ Drafting of a homepage layout wireframe that shows the placement of key information and dynamic content.

The Concept Stage will end with your approval of the sitemap and homepage layout wireframe.

Stage 3: Design Stage

In this stage, our creative team will continue with the creative graphic design for your homepage, based on the approved homepage layout wireframe. Our creative ability and expertise will allow us to develop compelling graphic design to make your website look great, while maintaining its usability. We will work very closely with your staff to establish a look and feel for the website that reflects your unique identity.

Website/Graphic Design will include:

- ☐ Up to three homepage design concepts to establish direction.
- ☐ Design of custom icons, buttons, screen elements, and backgrounds, if desired.
- ☐ Efficient and streamlined navigation and site architecture.
- ☐ Optimization for speed.
- ☐ Section 508 Accessibility Compliance.
- ☐ Consistent graphics, structure, and navigation design.

Towards the end of this stage, we will present final homepage design concepts for your approval. You will select one for implementation in the new website.

Stage 4: Development Stage

This stage includes the interior page design and programming the website according to the approved specifications and creative design. Programming will include the implementation of the content management system and development of the interactive components. Our creative team will give direction for the sub-level page design. Though we do not create content as part of our services, we do include in the scope of your project the migration of up to 200 pages into the new website.

Stage 5: Quality Assurance, Documentation, and Training Stage

While quality assurance is an integral part of every stage of the project, in the Quality Assurance Stage we do extensive testing and reviewing of the website code. We will thoroughly follow an exhaustive checklist of all pages and functions created during the development stage. We recommend that you have a staff representative participate in this process to verify the site fulfills the expectations for the project.

Within this stage, we will also provide up to one and one-half days training consisting of a session for each department's content author in addition to an overall system administrator. For content authors, we will train them on how to create and update content using the content management system and for the administrator, we will instruct him/her on managing security, system configuration, and other advanced topics. A custom training manual and reference is provided for updating the website.

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Attachment A

The manual incorporates screenshots from your website, making it easy for staff to understand and use.

Stage 6: Launch Stage

In the Launch Stage, the website is moved to the production server. In the event that Contractor is not hosting the website, the City will be responsible for setting up a Windows Server running IIS and MS SQL Server. We will install other necessary software specified by Contractor, make necessary configuration changes, and transfer the code and content³. We again go through the final quality assurance process, ensuring the site transfers correctly. After you approve that the website is ready to launch, the website will be made available to the public. We will continue to monitor the website over the next three months to make sure that the entire site is functioning properly.

³ The City will need to provide remote access to the server during the setup and configuration of the website, or be prepared to perform the setup under the direction of Contractor's technical staff. In this case, additional fees may apply.

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Attachment A

Project Schedule

The table below shows our recommended development and launch schedule along with a list of key deliverables/milestones.

| Implementation Step | Avg. Duration |
|--|----------------------|
| Vision Stage <ul style="list-style-type: none"> □ Stakeholder surveys □ Brainstorming session | 2 – 4 Weeks |
| Concept Stage <ul style="list-style-type: none"> □ Conceptualized sitemap □ Homepage layout wireframe | 2 – 4 Weeks |
| Design Stage <ul style="list-style-type: none"> □ Up to three homepage design comprehensives □ Custom icons, buttons, screen elements and backgrounds □ Complete navigation design | 3 – 4 Weeks |
| Development Stage <ul style="list-style-type: none"> □ Programming of the website □ Migration of up to 200 pages of content | 4 – 9 Weeks |
| Quality Assurance and Documentation Stage <ul style="list-style-type: none"> □ Completed website □ Customized training manual □ Onsite training | 2 – 3 Weeks |
| Soft Launch & Final Launch <ul style="list-style-type: none"> □ Move website to production server □ Continued final testing □ Website goes live | 2 Weeks |
| Total estimated time to launch | 15 – 26 Weeks |

* The schedule may vary largely depending on optional components and participant decision times.

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RESOLUTION 2009-38

WHEREAS, the City of Grand Island invited proposals for Web Site Rebuild, in accordance with a Request for Proposal on file with the Public Information Officer; and

WHEREAS, on October 29, 2008 three proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, city staff conducted interviews with two of the proposing firms; and

WHEREAS, a result of the interviews, and agreement was negotiated with Vision Internet, of Santa Monica, California, to perform the web site rebuild at a cost not to exceed \$47,945 plus monthly web hosting fee of \$200; and

WHEREAS, a new dynamic website design will better showcase Grand Island and make the city stand out among other regional and state government websites; and

WHEREAS, Administration recognizes advances in technology allows local governments to communicate more effectively with citizens offering greater insight and a more accurate pulse of the community needs; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Vision Internet of Santa Monica, California is hereby authorized to perform a web site rebuild at a cost not to exceed \$47,945.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| February 5, 2009 | ☐ City Attorney |



City of Grand Island

Tuesday, February 10, 2009

Council Session

Item J1

Approving Payment of Claims for the Period of January 28, 2009 through February 10, 2009

*The Claims for the period of January 28, 2009 through February 10, 2009 for a total
amount of \$2,224,213.88. A MOTION is in order.*

Staff Contact: David Springer