
City of Grand Island



Tuesday, January 27, 2015
Council Session Packet

City Council:

Linna Dee Donaldson
Michelle Fitzke
Chuck Haase
Julie Hehnke
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Roger Steele
Mark Stelk

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

Call to Order

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

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

Invocation - Pastor Scott Jones, Third City Christian Church, 4100 West 13th Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item -1

Approving Appointment of Jeremy Jones to City Council - Ward 1

Mayor Jeremy Jensen has submitted the name of Jeremy Jones for appointment as Councilmember to represent Ward 1. This vacancy was created when Councilmember Kent Mann moved from the district. As is required by City Code Section 2-25, "The mayor shall fill by appointment any vacancy which may exist, caused by death, resignation or disability of any elective officer of the City. Such appointment of the mayor shall be subject, however, to approval of the majority of the council." A MOTION is in order.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item -2

Administration of Oath of Office to Newly Appointed Councilmember – Ward 1

*City Clerk RaNae Edwards will administer the Oath of Office to newly appointed Councilmember
Jeremy Jones - Ward 1.*

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item E-1

**Public Hearing on Request to Rezone Property Located at 4413
East Highway 30 from M1 Light Manufacturing to M2 Heavy
Manufacturing**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: January 27, 2015

Subject: Rezone Properties from M1 Light Manufacturing Zone to M2 Heavy Manufacturing Zone

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

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

Background

To change the zoning for a tract of land at 4413 U.S. Highway 30 and 4430 Capital Avenue in the S ½ of the SE ¼ of 01-11-09 from M1 – Light Manufacturing Zone to M2 – Heavy Manufacturing Zone. The subject property is located at the intersection of U.S. Highway 30 and Capital Avenue west of Gunbarrel Road. This is the former location of the Geer mobile home manufacturing plant. (C-02-2015GI) All of this property is currently zoned for light manufacturing. The owner did consider requesting a change to B2 General Business but Mayhew signs one of the primary tenants of the site requires either the M1 or M2 zoning district.

Discussion

At the regular meeting of the Regional Planning Commission, held January 7, 2015 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained the rezone request.

Dan Lau, 2550 N Gunbarrel, Grand Island, NE spoke against the rezone request. His property is adjacent to 4430 Capital Ave., he is concerned about any changes to the slough that runs along the property could cause potential drainage issues.

Rich Landell, 12079 South McGuire Rd., Shelton, NE, stated as long as he owns the property he didn't have any plans to disturb the slough, he was just cleaning it up.

O'Neill closed the Public Hearing.

A motion was made by Haskins and seconded by Robb to approve the rezone request as presented. A roll call vote was taken and the motion passed with 11 members present and 11 voting in favor (Bredthauer, Ruge, O'Neill, Maurer, Robb, Heckman, Haskins, Huismann, Sears, Connick and Kjar) and no one abstaining.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Move to approve the ordinance and rezoning as presented.

Agenda Item 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

December 23, 2014

SUBJECT: *Rezoning Request C-02-2015G1*

PROPOSAL: To change the zoning for a tract of land at 4413 U.S. Highway 30 and 4430 Capital Avenue in the S ½ of the SE ¼ of 01-11-09 from M1 – Light Manufacturing Zone to M2 – Heavy Manufacturing Zone. The subject property is located at the intersection of U.S. Highway 30 and Capital Avenue west of Gunbarrel Road. This is the former location of the Geer mobile home manufacturing plant.

OVERVIEW:

Site Analysis

Current zoning designation: M1-Light Manufacturing Zone
Permitted and conditional uses: M1: A variety of warehousing, manufacturing and back office uses but excluding residential and retail.
Comprehensive Plan Designation: Mixed Use Manufacturing
Existing land uses: Contractors Yard, Storage, Sign Manufacturing, Small Suites rentable for permitted uses
Site constraints: none

Adjacent Properties Analysis

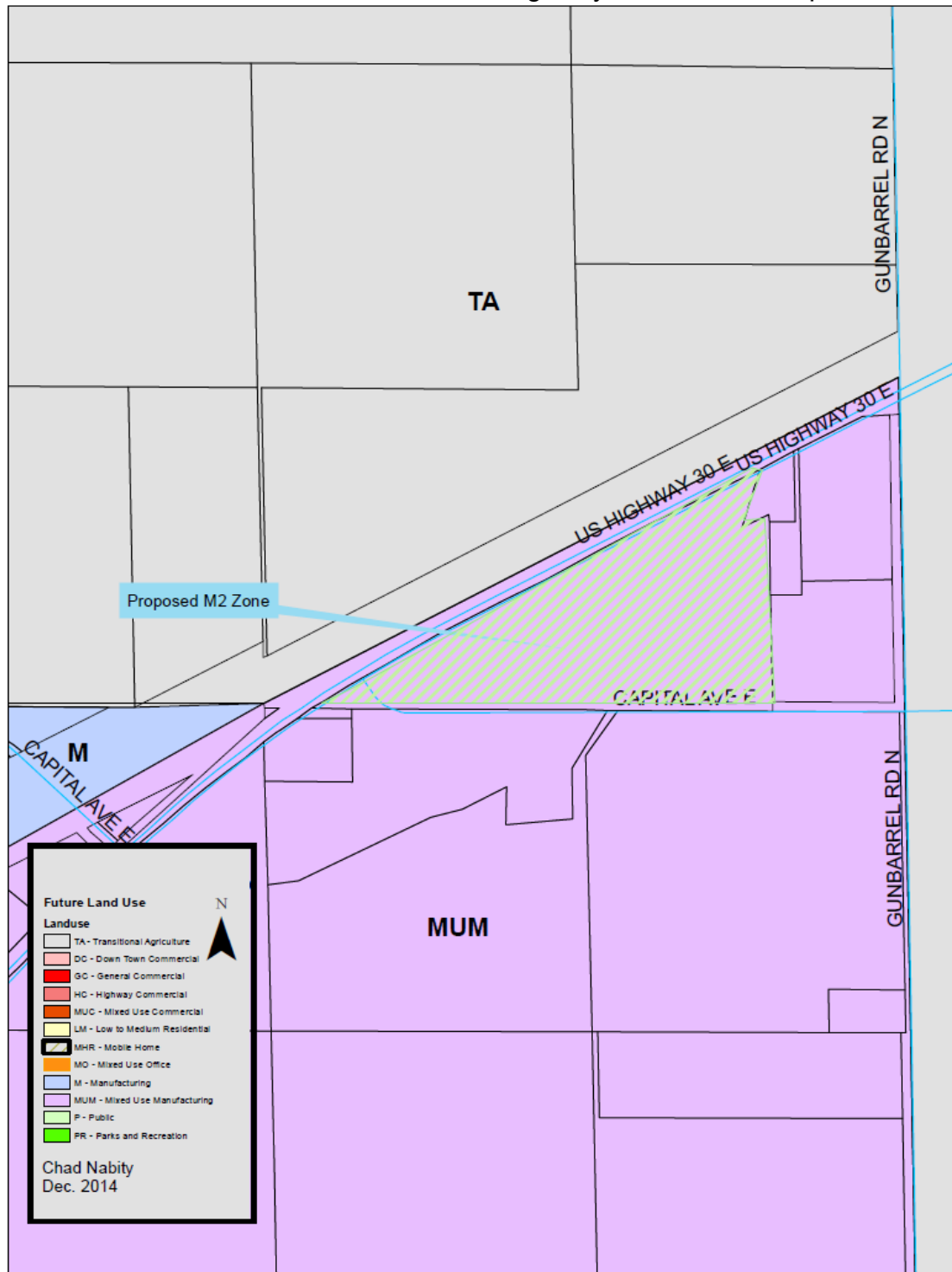
Current zoning designations: **North and West:** M2-Heavy Manufacturing
South and East: B2-General Business and TA Transitional Agriculture

Permitted and conditional uses: TA: Small Scale ag uses and limited residential
B2: General Service, retail and wholesale commercial uses including outdoor sales, Billboards
M2: A variety of warehousing, manufacturing, office and general retail uses excluding residential.

Comprehensive Plan Designation: **North South, East and West:** Mixed Use Manufacturing

Existing land uses:

North: Highway 30 and UP Rail Road
South and East: Farm ground, Residential Uses, Mettenbrink Electric
West: Highway and Aurora Coop



Future Land Use Map 2004 Grand Island Comprehensive Plan

EVALUATION:

The proposed rezoning is consistent with the comprehensive plan and the surrounding land uses. This use of this property has changed over the years from a single manufacturing facility to a variety of smaller commercial and manufacturing operations located at the site. The proximity to the highway and railroad (including the crossing) make this site appropriate for the more intense uses permitted in the heavy manufacturing district.

Positive Implications:

- *Consistent with intent of the City's Comprehensive Plan:* The City's 2004 Comprehensive Plan has designated this site for mixed use manufacturing uses this allows for a range of zoning districts from light business to heavy manufacturing.
- *Compatible with adjacent land uses:* The M2 zone is consistent with the current zoning along the railroad and at the Aurora Coop site.
- *Will permit all of the current uses and allow expanded uses consistent with the location along U.S. Highway 30:* Uses such as the sign shop are permitted in the M1 and M2 zones and this will allow retail uses similar to those permitted in the B2 zones to the south and the east to locate here as well.

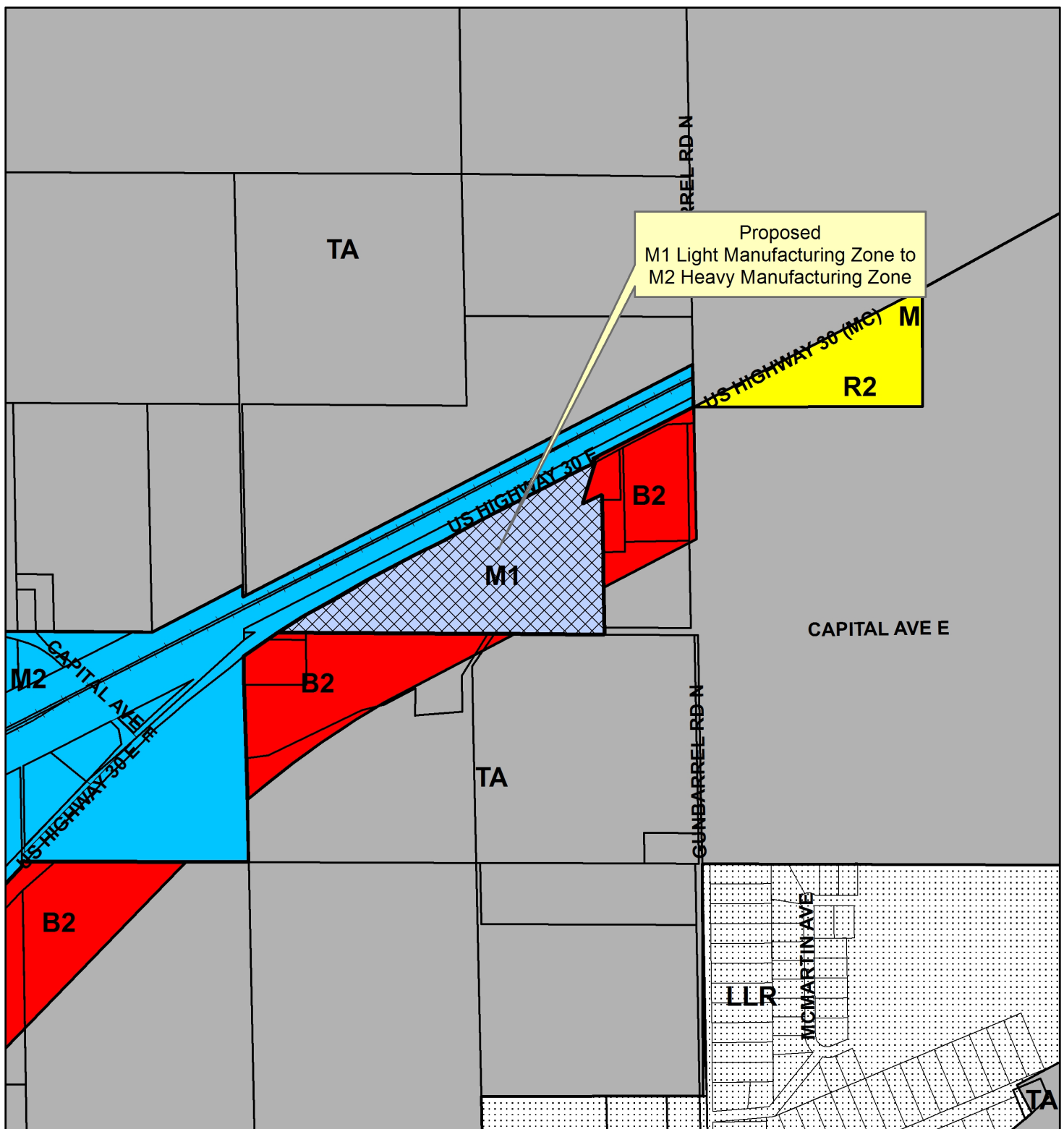
Negative Implications:

- *No negative implications foreseen.*

RECOMMENDATION:

That the Regional Planning Commission recommends that the Grand Island City Council **approve** this request to amend the rezoning from M1 Light Manufacturing Zone to M2 Heavy Manufacturing Zone as presented.

_____ Chad Nabity AICP, Planning Director



Requested Zoning



- From M1 : Light Manufacturing Zone
- to M2 : Heavy Manufacturing Zone

Scale : NONE
C-02-2015GI



APPLICATION FOR REZONING OR ZONING ORDINANCE CHANGE

Check Appropriate Location:
☒ City of Grand Island and 2 mile zoning jurisdiction

Regional Planning Commission

RPC Filing Fee
(see reverse side)

☒ Alda, Cairo, Doniphan, Wood River and 1 mile zoning jurisdiction

plus Municipal Fee*

*applicable only in Alda, Doniphan, Wood River

A. Applicant/Registered Owner Information (please print):

Applicant Name LANDELL HOLDING, LLC Phone (h) 308-210-1841 (w) 308-382-0166

Applicant Address 12079 SOUTH MCGUIRE RD., SHELTON, NE 68876

Registered Property Owner (if different from applicant)

Address Phone (h) Phone (w)

B. Description of Land Subject of a Requested Zoning Change:

Property Address 4413 East Hwy 30 GI 68801

Legal Description: (provide copy of deed description of property) See Attached -

Lot Block Subdivision Name and/or

All/part 1/4 of Section Twp Rge W6PM

C. Requested Zoning Change:

1. Property Rezoning (yes) (no) (provide a properly scaled map of property to be rezoned)

From M1 to M2

2. Amendment to Specific Section/Text of Zoning Ordinance (yes) (no) (describe nature of requested change to text of Zoning Ordinance)

D. Reasons in Support of Requested Rezoning or Zoning Ordinance Change:

Ability to lease bays of this property to businesses to repair automobiles

NOTE: This application shall not be deemed complete unless the following is provided:

1. Evidence that proper filing fee has been submitted.
2. A properly scaled map of the property to be rezoned (if applicable), and copy of deed description.
3. The names, addresses and locations of all property owners immediately adjacent to, or within, 300 feet of the perimeter of the property to be rezoned (if the property is bounded by a street, the 300 feet shall begin across the street from the property to be rezoned).
4. Acknowledgement that the undersigned is/are the owner(s), or person authorized by the owner(s) of record title of any property which is requested to be rezoned:

A public hearing will be held for this request

Signature of Owner or Authorized Person

Date 12/10/14

Note: Please submit a copy of this application, all attachments plus any applicable municipal filing fee to the appropriate Municipal Clerk's Office. RPC filing fee must be submitted separately to the Hall County Treasurer's Office (unless application is in Grand Island or its 2 mile zoning jurisdiction, then the RPC filing fee must be submitted to the G.I. City Clerk's Office).

Application Deemed Complete by RPC: mo. day. yr. Initial

RPC form revised 4/30/07



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item E-2

**Public Hearing on Request to Rezone Property Located at 1114
East Capital Avenue from TA Transitional Agriculture to B2
General Business**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: January 27, 2015

Subject: Rezone Properties from TA Transitional Agriculture to B2 – General Business Zone

Item #'s: E-2 & F-2

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

Background

A request to change the zoning for a tract of land in the SW ¼ of the SW ¼ of 29-11-09 from TA – Transitional Agriculture Zone to B2 - General Business Zone. The subject property is located east of the Nebraska Railroad Ord Line and north of Capital Avenue. A portion of this property adjacent to Capital Avenue is already zoned to B2.

Discussion

At the regular meeting of the Regional Planning Commission, held January 7, 2015 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained the rezone request.

O'Neill closed the Public Hearing.

A motion was made by Ruge and seconded by Huismann to approve the rezone as presented.

A roll call vote was taken and the motion passed with 11 members present and 11 voting in favor (O'Neill, Connick, Huismann, Bredthauer, Ruge, Maurer, Robb, Heckman, Haskins, Sears, and Kjar) and no one abstaining.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Move to approve the ordinance and rezoning as presented.

Agenda Item 5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

December 23, 2014

SUBJECT: *Rezoning Request C-04-2015G1*

PROPOSAL: To change the zoning for a tract of land in the SW ¼ of the SW ¼ of 29-11-09 from TA – Transitional Agriculture Zone to B2 - General Business Zone. The subject property is located east of the Nebraska Railroad Ord Line and north of Capital Avenue. A portion of this property adjacent to Capital Avenue is already zoned to B2.

OVERVIEW:

Site Analysis

Current zoning designation: TA-Transitional Agriculture Zone
Permitted and conditional uses: TA: Small scale animal ag uses, field crop and limited residential
Comprehensive Plan Designation: Manufacturing
Existing land uses: Storage and Warehousing
Site constraints: none

Adjacent Properties Analysis

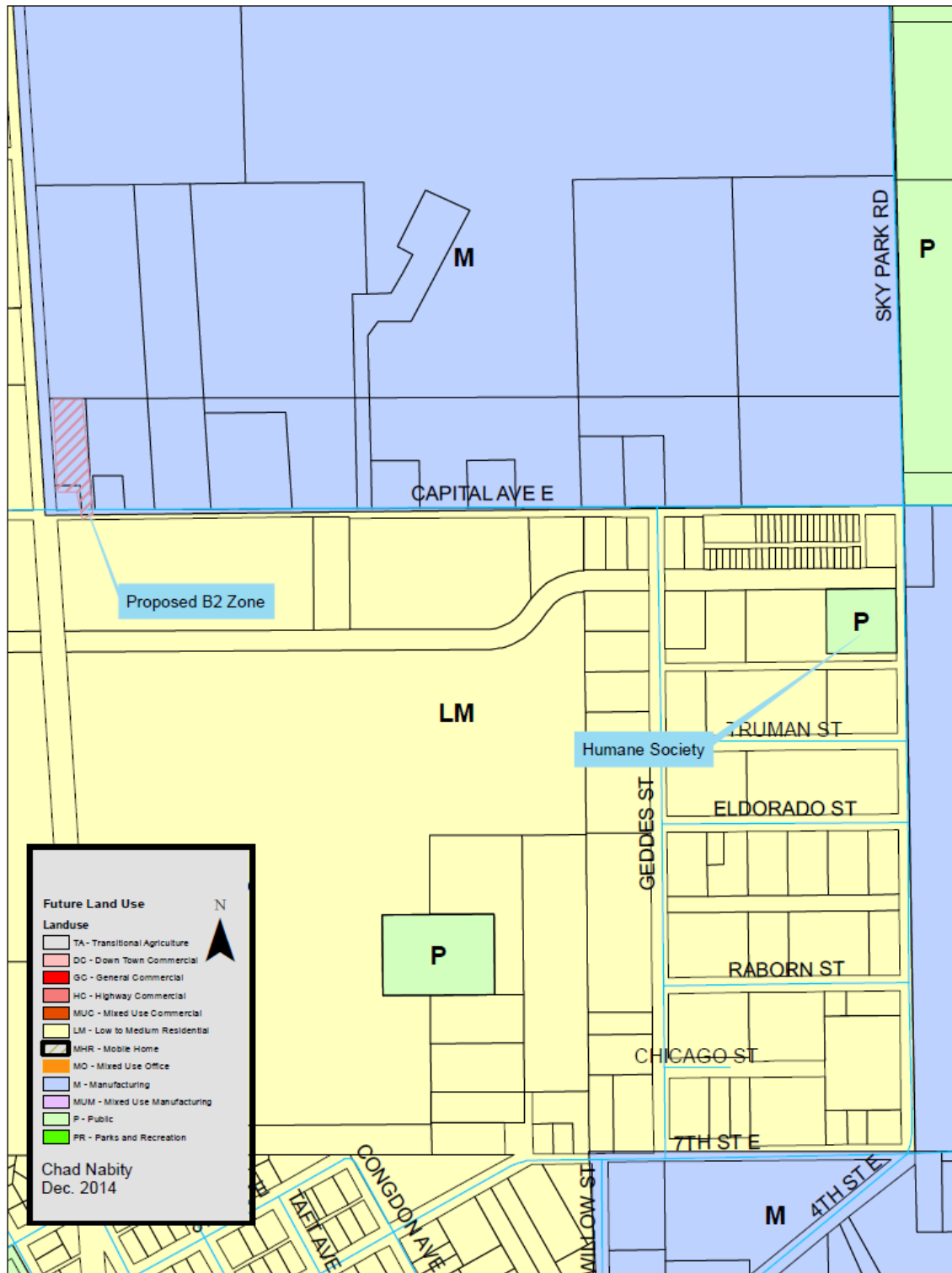
Current zoning designations: **North:** TA-Transitional Ag Zone
South: R2-Low Density Residential,
East and West: B2-General Business

Permitted and conditional uses: TA: Small Scale ag uses and limited residential
B2: General Service, retail and wholesale commercial uses including outdoor sales, Billboards
R2: Residential Uses at a density of 7 dwelling units per acre, schools, churches and parks.

Comprehensive Plan Designation: **North:** Manufacturing
South: Low to Medium Density Residential
East: Manufacturing
West: Manufacturing

Existing land uses:

North and South: Farm ground
East: Vacant Business and houses
West: House and Rail Road Tracks



Future Land Use Map 2004 Grand Island Comprehensive Plan

EVALUATION:

The proposed rezoning is consistent with the comprehensive plan and the surrounding land uses. This property is currently split between two zoning districts the proposed change makes the zoning consistent across the property

Positive Implications:

- *Consistent with intent of the City's Comprehensive Plan:* The City's 2004 Comprehensive Plan has designated this site for manufacturing uses.
- *Compatible with adjacent land uses:* The B2 zone is consistent with the current zoning on surrounding properties.
- *Provides a reasonable buffer along Capital Avenue:* The B2 zone here will create more compatible buffer on the north side of Capital Avenue between potential manufacturing uses to the north and residential uses to the south

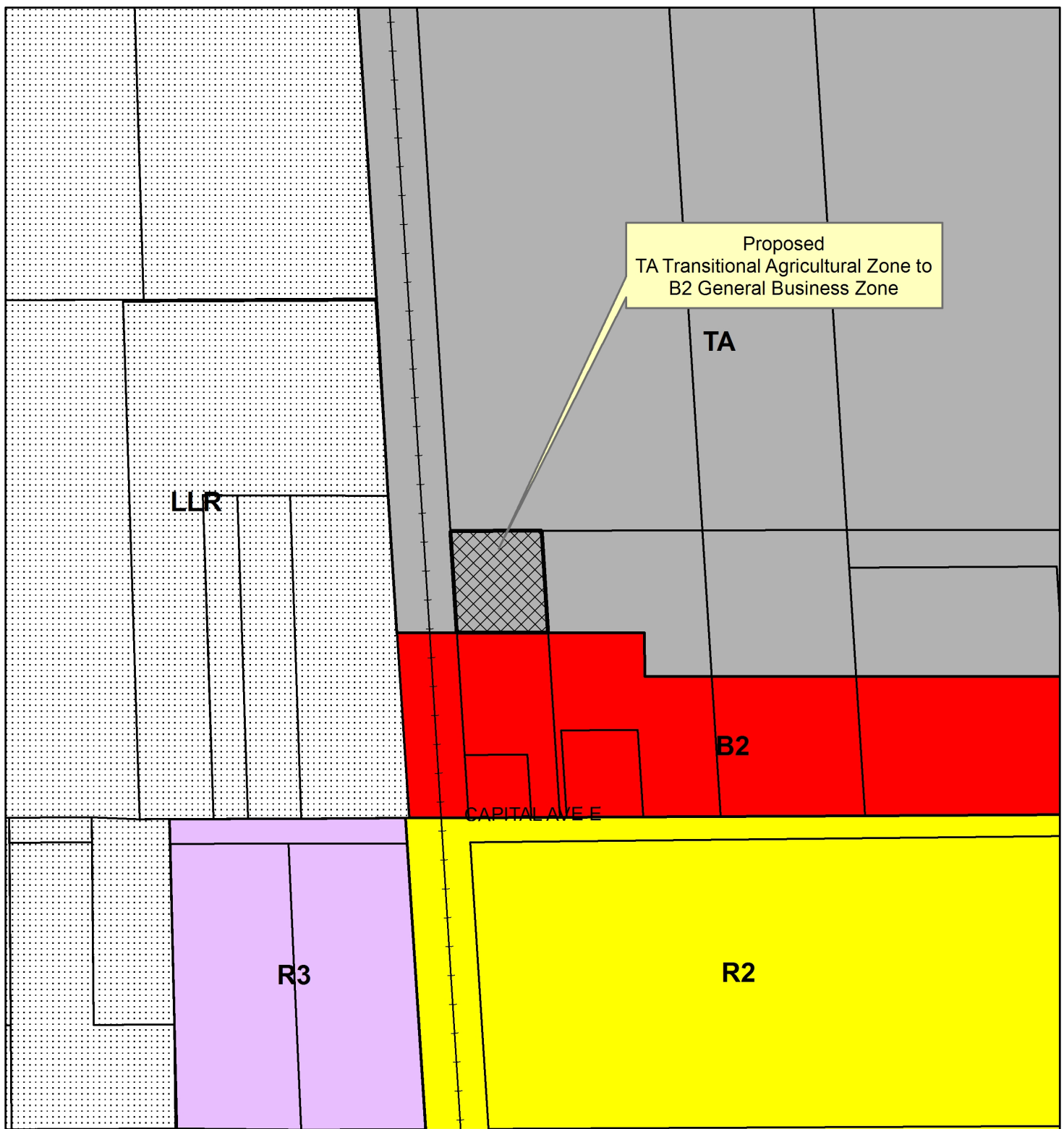
Negative Implications:

- *No negative implications foreseen.*

RECOMMENDATION:



That the Regional Planning Commission recommends that the Grand Island City Council **approve** this request to amend the rezoning from TA Transitional Agriculture to B2 General Business as presented.

_____ Chad Nabity AICP, Planning Director



Requested Zoning



-  From TA : Transitional Agricultural Zone
-  to B2 : General Business Zone

Scale : NONE
C-04-2015GI



APPLICATION FOR REZONING OR ZONING ORDINANCE CHANGE

Regional Planning Commission

Check Appropriate Location:

- City of Grand Island and 2 mile zoning jurisdiction
- Alda, Cairo, Doniphan, Wood River and 1 mile zoning jurisdiction
- Hall County

RPC Filing Fee

(see reverse side)

plus Municipal Fee*

*applicable only in Alda, Doniphan, Wood River

\$00.00

\$50.00

A. Applicant/Registered Owner Information (please print):

Applicant Name Doug Luth Phone (h) 398 8665 (w)

Applicant Address 4312 North 90th Ave NE 68824

Registered Property Owner (if different from applicant)

Address Phone (h) (w)

B. Description of Land Subject of a Requested Zoning Change:

Property Address 1114 East Capital

Legal Description: (provide copy of deed description of property)

Lot Block Subdivision Name All/part 1/4 of Section Twp Rge W6PM, and/or

C. Requested Zoning Change:

1. Property Rezoning (yes) (no) Partial Rezone Area (provide a properly scaled map of property to be rezoned)

From TA to BE

2. Amendment to Specific Section/Text of Zoning Ordinance (yes) (no) (describe nature of requested change to text of Zoning Ordinance)

D. Reasons in Support of Requested Rezoning or Zoning Ordinance Change:

entire property has the same B-2 zoning

NOTE: This application shall not be deemed complete unless the following is provided:

- Evidence that proper filing fee has been submitted.
- A properly scaled map of the property to be rezoned (if applicable), and copy of deed description.
- The names, addresses and locations of all property owners immediately adjacent to, or within, 300 feet of the perimeter of the property to be rezoned (if the property is bounded by a street, the 300 feet shall begin across the street from the property to be rezoned).
- Acknowledgement that the undersigned is/are the owner(s), or person authorized by the owner(s) of record title of any property which is requested to be rezoned:

A public hearing will be held for this request

Signature of Owner or Authorized Person Date 12-15-14

Note: Please submit a copy of this application, all attachments plus any applicable municipal filing fee to the appropriate Municipal Clerk's Office. RPC filing fee must be submitted separately to the Hall County Treasurer's Office (unless application is in Grand Island or its 2 mile zoning jurisdiction, then the RPC filing fee must be submitted to the G.I. City Clerk's Office).

Application Deemed Complete by RPC: mo day yr Initial

RPC form revised 4/30/07



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item E-3

**Public Hearing on Acquisition of Public Utility Easement &
Ingress/Egress Easement in Van Ohlen 3rd Subdivision (Shady
Bend Villas, LLC)**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: January 27, 2015

Subject: Public Hearing on Acquisition of Public Utility Easement
& Ingress / Egress Easement in Van Ohlen 3rd
Subdivision (Shady Bend Villas, LLC)

Item #'s: E-3 & G-7

Presenter(s): John Collins PE, Public Works Director

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. Public utility easements and an ingress/egress easement are needed in the Van Ohlen 3rd Subdivision to accommodate development of this area. The easements will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the utility easement & access to the new development.

Discussion

To allow for the accommodation of public utilities and access to the new development of this area is requested that a fifty (50) foot wide ingress/egress easement, as well as two (2), seven (7) foot wide utility easements be acquired by the City of Grand Island within the Van Ohlen 3rd 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

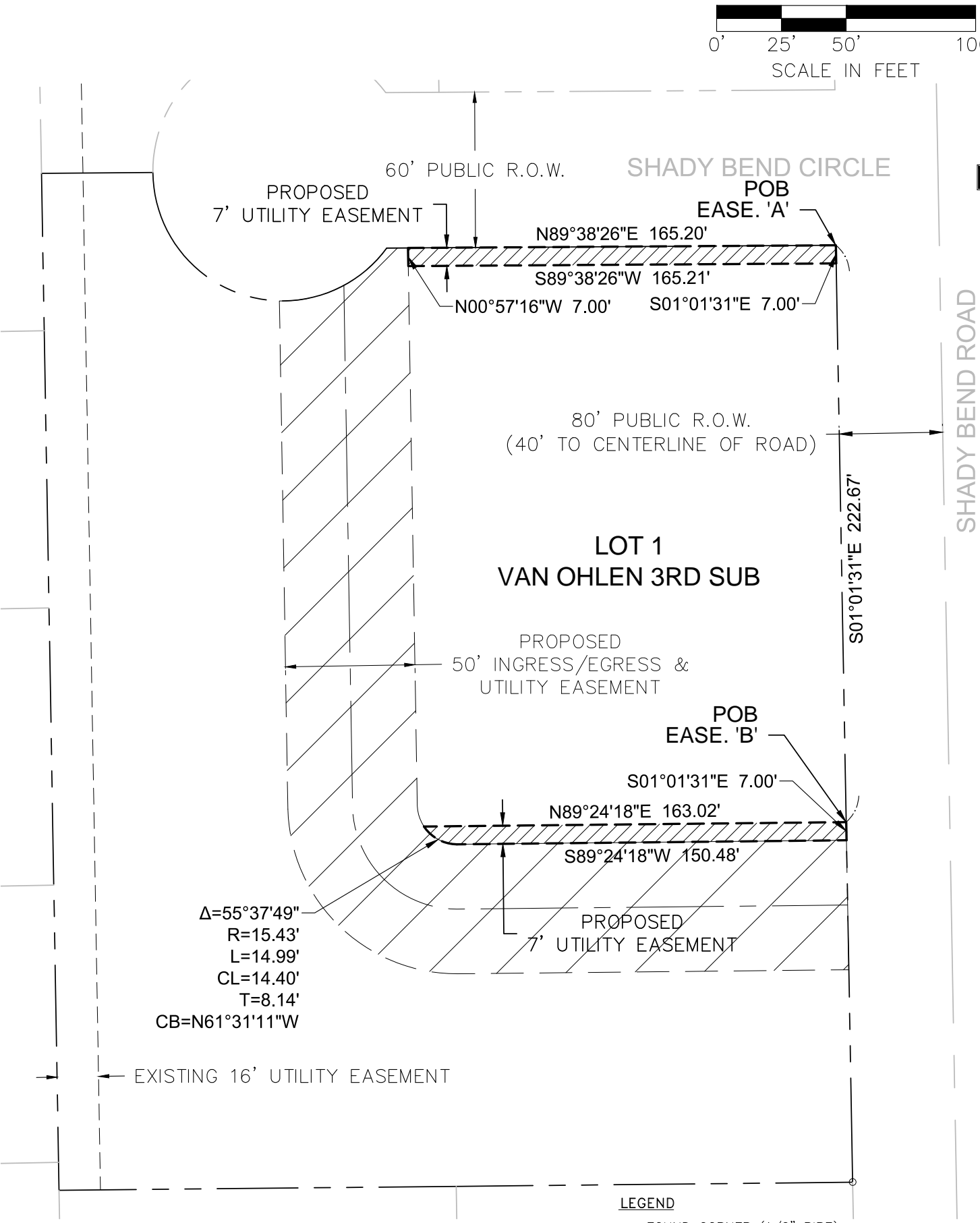
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve the acquisition of such easements.

Sample Motion

Move to approve the acquisition of the easements.

DWG: F:\projects\013-1862\PEIN\Plot\0131862-Ingress-Egress-Ease.dwg
DATE: Jan 03, 2015 11:09am XREFS: 0131862-XBASE
USER: jromirez



EASEMENT 'A' DESCRIPTION

A 7' WIDE EASEMENT LOCATED IN PART OF THE LOT 1, VAN OHLEN 3RD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, VAN OHLEN 3RD SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S01°01'31"E, ALONG AND UPON THE WEST RIGHT OF WAY LINE OF SHADY BEND ROAD, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 7.00 FEET; THENCE S89°38'26"W, PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 165.21 FEET; THENCE N00°57'16"W A DISTANCE OF 7.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SHADY BEND CIRCLE; THENCE N89°38'26"E, ALONG SAID NORTH LINE, A DISTANCE OF 165.20 FEET TO A POINT OF BEGINNING. SAID EASEMENT CONTAINS A CALCULATED AREA OF 1,156.42 SQUARE FEET OR 0.027 ACRES MORE OR LESS.

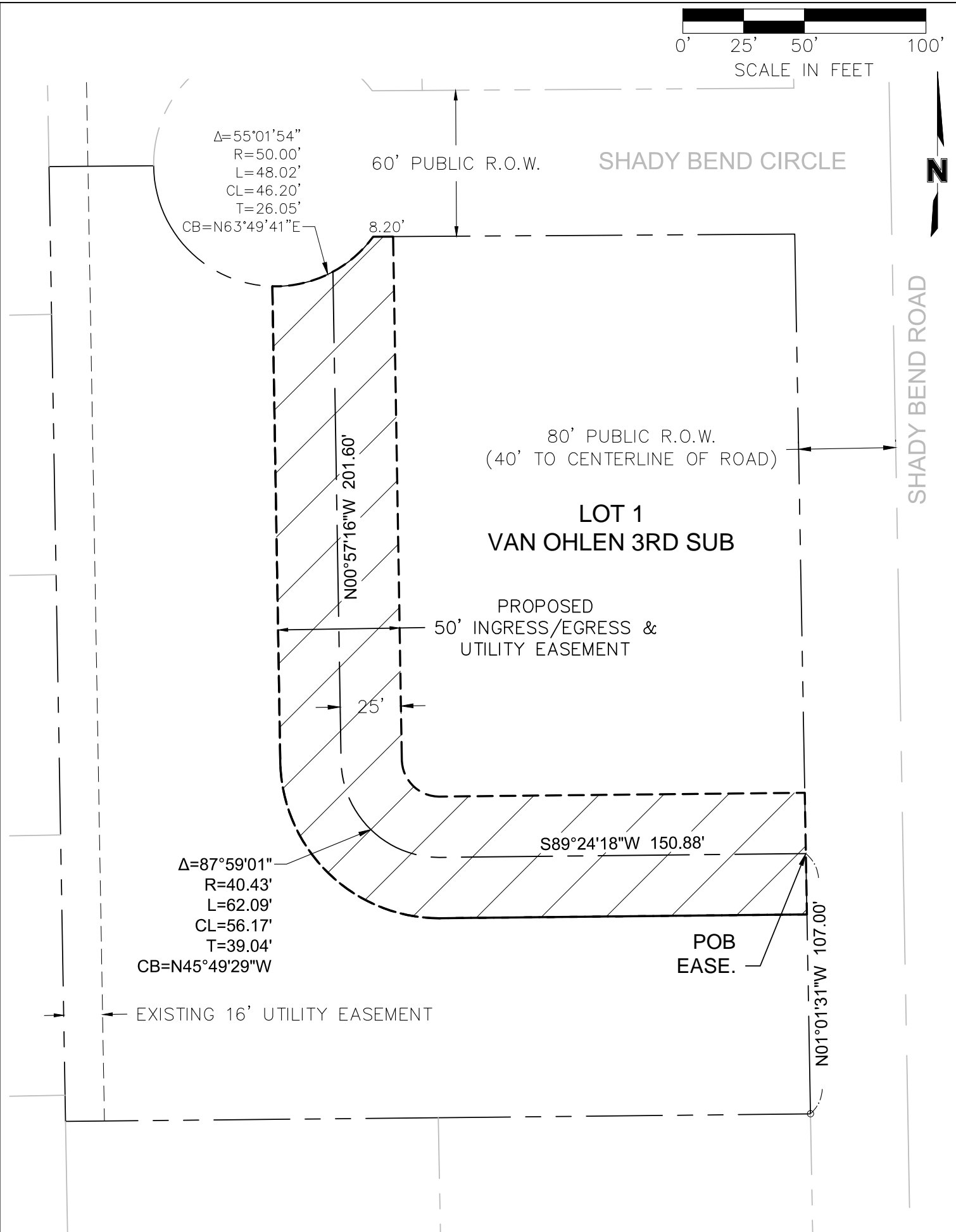
EASEMENT 'B' DESCRIPTION

A 7' WIDE EASEMENT LOCATED IN PART OF THE LOT 1, VAN OHLEN 3RD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, VAN OHLEN 3RD SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S01°01'31"E, ALONG THE WEST RIGHT OF WAY LINE OF SHADY BEND ROAD, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 222.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°01'31"E, ALONG SAID WEST RIGHT OF WAY LINE OF SHADY BEND ROAD AND SAID EAST LINE OF SAID LOT 1, A DISTANCE OF 7.00 FEET; THENCE S89°24'18"W A DISTANCE OF 150.48 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 55°37'49", A RADIUS OF 15.43 FEET, A CHORD BEARING OF N61°31'11"W AND A CHORD DISTANCE OF 14.40 FEET; THENCE N89°24'18"E A DISTANCE OF 163.02 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS A CALCULATED AREA OF 1,114.59 SQUARE FEET OR 0.026 ACRES MORE OR LESS.

PROJECT NO: 2013-1862	PROPOSED 7' WIDE UTILITY EASEMENT		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752
DATE: 12.22.2014			
EXHIBIT 'B'			

DWG: F:\projects\013-1862\PEIN\Plot\0131862-Ingress_Egress_Ease.dwg
DATE: Jan 03, 2015 11:07am XREFS: 0131862_ABASE
USER: jromirez



LEGEND

- FOUND CORNER (1/2" PIPE)
- PROPOSED 50' INGRESS/EGRESS/UTILITY EASE.
- - - EXISTING EASEMENT
- ___ PROPERTY LINE
- ROAD CENTERLINE/SECTION LINE

EASEMENT DESCRIPTION

A 50' WIDE EASEMENT BEING 25' ON BOTH SIDES OF SAID DESCRIBED CENTERLINE EASEMENT LOCATED IN PART OF THE LOT 1, VAN OHLEN 3RD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, VAN OHLEN 3RD SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N01°01'31"W, ALONG THE WEST RIGHT OF WAY LINE OF SHADY BEND ROAD, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 107.00 FEET TO A POINT BEING THE CENTERLINE OF A 50' PROPOSED INGRESS/EGRESS AND UTILITY EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°24'18"W, ALONG SAID CENTERLINE OF EASEMENT, A DISTANCE OF 150.88 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 87°59'01", A RADIUS OF 40.43 FEET, A CHORD BEARING OF N45°49'29"W AND A CHORD DISTANCE OF 56.17 FEET; THENCE N00°57'16"W, ALONG SAID CENTERLINE OF EASEMENT, A DISTANCE OF 201.60 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SHADY BEND CIRCLE, POINT ALSO BEING THE POINT OF TERMINATION. SAID EASEMENT CONTAINS A CALCULATED AREA OF 20,846.56 SQUARE FEET OR 0.479 ACRES MORE OR LESS.

PROJECT NO: 2013-1862	PROPOSED 50' WIDE INGRESS/EGRESS AND UTILITY EASEMENT		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752
DATE: 12.22.2014			
EXHIBIT 'A'			



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item E-4

**Public Hearing on Acquisition of Public Utility Easement for the
North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4
(Northwest Crossings, LLC)**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: January 27, 2015

Subject: Public Hearing on Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Northwest Crossings, LLC)

Item #'s: E-4 & G-8

Presenter(s): John Collins PE, Public Works Director

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have developed multi-year replacement plan for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), and provide additional capacity for existing and new growth areas of Grand Island.

The new North Interceptor route was developed to incorporate, and partner with other utilities for the Capital Avenue Widening Project, and the new Headworks Pumping Station Project at the Wastewater Treatment Plant. This project is funded by SRF Project No. C317867-01, however easements, legal fees & administrative costs are not reimbursable by these funds.

A phased approach of constructing the North Interceptor is as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7th Street / Skypark Road
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing and approval by the City Council. A public utility easement is needed in the North Interceptor Phase II, Part C project to accommodate public utilities. The easement will allow for construction, operation, maintenance, extension, repair, replacement and removal of public utilities within the easement.

This project is funded by the State Revolving Funds (SRF) Project # is C317981-01.

Discussion

A permanent easement is needed from one (1) property owner in this project area. All documents have been signed and returned by the property owner. Authorization of the document is contingent upon City Council approval. Following is a summary of the payments, totaling \$25,600.00, for the property.

Tract No	Owner	Legal	Total
14	Northwest Crossings, LLC	THE NORTH 25.00 FEET OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8), BELS SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 9,510 SQUARE FEET OR 0.218 ACRES MORE OR LESS.	\$25,600.00
TOTAL			\$25,600.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Permanent Easement in the amount of \$25,600.00.

Sample Motion

Move to approve the acquisition of the easement.

NORTHWEST CROSSINGS, LLC



CAPITAL AVENUE

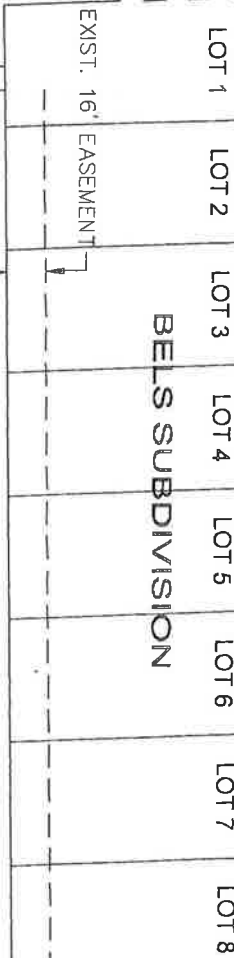
25.00'

NO SCALE

BELS SUBDIVISION

EXIST. 16' EASEMENT

WEBB ROAD



LEGAL DESCRIPTION OF PERMANENT EASEMENT
THE NORTH 25.00 FEET OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8), BELS SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.
SAID TRACT CONTAINS A CALCULATED AREA OF 9.510 SQUARE FEET OR 0.218 ACRES MORE OR LESS.

PERMANENT EASEMENT

USER: lhusted

DWG: F:\Projects\011-2347\MUNI Phase 2\Easement Exhibits\112347_ESMT12--NORTHWEST CROSSINGS.dwg
DATE: Mar 27, 2014 4:53pm XREFS: 112347_Phase 2 PBASE 112347_Phase 2 XBASE

PROJECT NO: 011-2347	CITY OF GRAND ISLAND EASEMENT		201 E 2ND STREET PO BOX 1072 GRAND ISLAND, NE 68801 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: LH				A
DATE: 03/25/2014				



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item F-1

#9517 - Consideration of Request to Rezone Property Located at 4413 East Highway 30 from M1 Light Manufacturing to M2 Heavy Manufacturing

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9517

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land in the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section One (1), Township Eleven (11) North, Range Nine (9), West of the Sixth P.M., in the City of Grand Island, Hall County, Nebraska, from M1 Light Manufacturing Zone to M2 Heavy Manufacturing Zone; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on January 7, 2015, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on January 27, 2015, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from M1 Light Manufacturing Zone to M2 Heavy Manufacturing Zone:

A tract of land comprising a part in the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section One (1), Township Eleven (11) North, Range Nine (9), West of the Sixth P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Southwest Quarter of the Southeast Quarter (SW¼ SE¼); thence running Easterly on the South line of said Southwest Quarter of the Southeast Quarter (SW¼ SE¼), on an Assumed bearing of 89°04'31" E, a distance of Two Hundred Five (205.00) feet to the ACTUAL Point of Beginning and to a point on the Southeasterly Right-of-Way of U.S.

Approved as to Form	by _____
January 23, 2015	City Attorney

ORDINANCE NO. 9517 (Cont.)

Highway No. 30; thence running N 57°33'58" E, on the Southeasterly Right-of-Way line of U.S. Highway No 30, a distance of Sixty and Twelve Hundredths (60.12) feet; thence running S 89°04'24" E, a distance of Five Hundred Twenty Eight and Twenty Six Hundredths (528.26) feet; thence running N 00°55'13" E, a distance of Twenty Three (23.00) feet; thence N 88°49'07" W, a distance of One Hundred Eighty Three and Seventy Eight Hundredths (183.78) feet; thence running N 69°43'00" W, a distance of Sixty Three and Seventy One Hundredths (63.71) feet; thence running N 05°59'34" E, a distance of Sixty Nine (69.00) feet; thence running N 29°20'29" W, a distance of Twelve (12.00) feet, to a point on the Southeasterly Right-of-Way of U.S. Highway No. 30 and to a point on a curve; thence running Southeasterly on the Southeasterly Right-of-Way of U.S. Highway No. 30 and the arc of a curve to the left whose radius is Nineteen Thousand One Hundred Eighty Six and Sixty Three Hundredths (19,186.63) feet, the long chord of which bears N 62°18'19" E, a long chord distance of Three Hundred Twenty Five and Fourteen Hundredths (324.15) feet, to a point of tangency; thence running N 63°58'31" E on the Southeasterly Right-of-Way of U.S. Highway No. 30, a distance of One Thousand Three Hundred Forty Five and Sixty Eight Hundredths (1345.68) feet, to a point on the Westerly line of Lot One (1), Hillman Subdivision; thence running S 19°10'18" W, on the westerly line of Lot One (1), Hillman Subdivision, a distance of One Hundred Ninety Seven and Twenty Seven Hundredths (197.27) feet, to the Southwest corner of Lot One (1), Hillman Subdivision; thence running N 65°34'43" E, on the Southerly Line of Lot One (1), Hillman Subdivision, a distance of One Hundred Twenty Three and Thirty Nine Hundredths (123.39) feet; thence running S 00°00'02" W on the Westerly line of Lots One (1) and Two (2), Hillman Subdivision and Kelly's First subdivision, a distance of Seven Hundred Eighty Eight and Twenty Six Hundredths (788.26) feet, to the Southwest corner of Kelly's First Subdivision and to a point on the South line of said Southwest Quarter of the Southeast Quarter (SW¼ SE¼); thence running N 89°04'31" W, on the South line of said Southwest Quarter of the Southeast Quarter (SW¼ SE¼), a distance of One Thousand Eight Hundred Eighty Two and Five Hundreds (1882.05) feet to the ACTUAL Point of beginning

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

ORDINANCE NO. 9517 (Cont.)

Enacted: January 27, 2015

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item F-2

#9518 - Consideration of Request to Rezone Property Located at 1114 East Capital Avenue from TA Transitional Agriculture to B2 General Business

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9518

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising a part of Lot 4 of Wilson's Subdivision in the City of Grand Island, Hall County, Nebraska, from TA Transitional Agriculture Zone and B2 General Business Zone to B2 General Business Zone; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on January 7, 2015, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on January 27, 2015, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from TA Transitional Agriculture Zone and B2 General Business Zone to B2 General Business Zone:

A tract of land comprising a part of Lot Four (4), Wilson's Subdivision, in part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Three (3), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in Hall County Nebraska, more particularly described as follows: Beginning at a point on the south line of said Section Three (3), said point being Ninety Eight (98) feet east of the southwest corner of Lot Four (4), Wilson's Subdivision; thence deflecting left 90°15'30" and running northerly, a distance of One Hundred Forty One and Three Hundredths (141.03) feet; thence westerly parallel to the south line of said Section Three (3), a distance of One Hundred Two and Fifty Six Hundredths (102.56) feet; to the easterly right-of-way line of the Union Pacific

Approved as to Form	<input type="checkbox"/>
January 23, 2015	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9518 (Cont.)

Railroad; thence northerly along the right-of-way line, a distance of Three Hundred Eight and Eighty Five Hundredths (308.85) feet; thence easterly parallel to the south line of said Section Three (3), a distance of One Hundred Forty Five and Five Tenths (145.5) feet; thence southerly parallel to said railroad right-of-way line, a distance of Four Hundred Fifty (450.0) feet, to the south line of said Section Three (3); thence westerly along the south line of said Section Three (3), a distance of Forty Seven and Five Tenths (47.5) feet to the place of beginning.

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: January 27, 2015

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-1

Approving Minutes of January 13, 2015 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 13, 2015

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 13, 2015. Notice of the meeting was given in *The Grand Island Independent* on January 7, 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

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

Mayor Jensen introduced Community Youth Council member Marlena Ramirez.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Brad Foster, Horticulturist with the Parks and Recreation Department for 30 Years of Service with the City of Grand Island. Mayor Jensen and the City Council recognized Brad Foster, Horticulturist with the Park and Recreation Department for 30 years of service with the City of Grand Island. Parks and Recreation Director Todd McCoy commented on Mr. Foster's service. Mr. Foster was present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Request from Hollywoods LLC dba The Filling Station, 217 East Stolley Park Road for a Class "CK" Liquor License. This item was pulled from the agenda at the request of the applicant.

Public Hearing on Acquisition of Utility Easement - 3133 W. U.S. Hwy. 34 - Stuhr Museum. Utilities Director Tim Luchsinger reported that reported that acquisition of a utility easement located at 3133 West U.S. Highway 34 was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including water lines. The easement would be used to transfer the ownership of the water line from Stuhr Museum to the City. Staff recommended approval. No public testimony was heard. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9515 - Consideration of Request to Rezone Property Located at 2228 North Webb Road from CD Commercial Development to Amended CD Commercial Development (Second and Final Reading)

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

Regional Planning Director Chad Nabity reported that this was the second and final reading for a zoning change located at 2228 North Webb Road. The proposed development would create 2 additional lots within the development. New parking would be created on the west side of the building and the existing building would be remodeled with a street and pedestrian corridor through the center connecting the 281 and Webb Road sides of the building.

Motion by Haase, second by Hehnke to approve Ordinance #9515 on second and final reading.

City Clerk: Ordinance #9515 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on upon second and final passage, Ordinance #9515 is declared to be lawfully adopted upon publication as required by law.

#9516 - Consideration of Amending the Salary Ordinance. This item was pulled from the agenda.

CONSENT AGENDA: Item G-15 was pulled for further discussion. Motion by Donaldson, second by Paulick to approve the Consent Agenda excluding item G-15 (#2015-12). Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of December 22, 2014 City Council Regular Meeting.

Approving Councilmember Appointments to Boards and Commissions.

#2014-374 - Approving Preliminary and Final Plat and Subdivision Agreement for Grand Island Mall 17th Subdivision. It was noted that Grand Island Joint Venture, LLC, owners, had submitted the Preliminary and Final Plat and Subdivision Agreement for Grand Island Mall Seventeenth Subdivision for the purpose of creating 4 lots located at 2228 North Webb Road containing 16.43 acres.

#2015-1 - Approving Surety Bond for City Administrator Marlan Ferguson.

#2015-2 - Approving Acquisition of Utility Easement - 3133 West U.S. Hwy. 34 - Stuhr Museum.

#2015-3 - Approving Certificate of Final Completion for Water Main Project 2014-W-6 - Old Fair Road & Potash Highway with Van Kirk Brothers Contracting of Sutton, NE.

#2015-4 - Approving Change Order #2 - Cooling Tower Stacks & Fan Blades at Platte Generating Station with EvapTech, Inc. of Lenexa, KS for an Increase of \$7,800.00 and a Revised Contract Amount of \$215,476.00.

#2015-5 - Approving the Certificate of Compliance with the Nebraska Department of Roads for Maintenance Agreement No. 12; Calendar Year 2014.

#2015-6 - Approving Purchase of a New Street Sweeper for the Streets Division of the Public Works Department from MacQueen Equipment of St. Paul, MN in an Amount of \$189,555.00.

#2015-7 - Approving Purchase of a New Chevrolet ½ Ton, Four-Wheel Drive, Extended Cab Pick-up for the Streets Division of the Public Works Department from Sid Dillon of Wahoo, NE in an Amount of \$28,329.00.

#2015-8 - Approving Designation of Sole Source Provider for Trojan UV Disinfection Lamps at the Wastewater Treatment Plant with MC² Inc. of Omaha, NE.

#2015-9 - Approving Bid Award for South Blaine Street Bridge Replacements; Project No. 2014-B-1 with The Diamond Engineering Co. of Grand Island, NE in an Amount of \$384,983.95.

#2015-10 - Approving Amendment No. 1 to Agreement for Engineering Consulting Services Related to South Blaine Street Bridge Replacements; Project No. 2014-B-1 with Alfred Benesch & Company of Lincoln, NE for an Increase of \$55,878.81 and a Revised Agreement Amount of \$114,957.29.

#2015-11 - Approving Purchase of 25 Motorola Portable Radios from State Bid for the Fire Department from Platte Valley Communications of Grand Island, NE in an Amount of \$31,111.25.

#2015-12 - Approving Bid Award for Clubhouse Windows at Jackrabbit Run Golf Course with Pella Window & Doors of Grand Island, NE in an Amount of \$17,598.83. Parks & Recreation Director Todd McCoy answered questions regarding cost and future of the building.

Motion by Haase, second by Stelk to approve Resolution #2015-12. Upon roll call vote, all voted aye. Motion adopted.

#2015-13 - Approving Bid Award for Metal Panel Roof for Bath House Building and Gazebo at Island Oasis Water Park with Steel Crafters, Inc. of Grand Island, NE in an Amount of \$42,495.00.

#2015-14 - Approving Bid Award for Upgrade of Wave Generation System at Island Oasis Water Park with Aquatic Development Group, Inc. of Cohes, NY in an Amount of \$176,900.00.

RESOLUTIONS:

#2015-15 - Consideration of Request from Hollywoods LLC dba The Filling Station, 217 East Stolley Park Road for a Class "CK" Liquor License and Liquor Manger Designation for Tyson Juhl, 1314 Marshall Street, Wood River, NE. This item was pulled from the agenda at the request of the applicant.

#2015-16 - Consideration of Approving FTE Amendment for the Finance Department. This item was pulled from the agenda.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Paulick to approve the Claims for the period of December 23, 2014 through January 13, 2015, for a total amount of \$3,638,424.80. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:24 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-2

Approving Minutes of January 20, 2015 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

January 20, 2015

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on January 20, 2015. Notice of the meeting was given in the *Grand Island Independent* on January 14 2015.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Michelle Fitzke was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Streets Superintendent Shannon Callahan.

Mayor Jensen introduced Community Youth Council members Lauren Webb and Miranda Keiper and board member Randy See.

SPECIAL ITEMS:

Ambulance Billing Presentation by Life Line Billing Systems, LLC dba. LifeQuest Services. Fire Chief Cory Schmidt reported that this item was being brought back from the October 28, 2014 Council meeting to answer questions from Council. Currently the Finance Department was processing the billing of all ambulance department services. A Request for Proposals (RFP) was sent out in August 2014 in search of an Ambulance and Fire Department billing service provider. Three responses had been received and reviewed with a recommendation of approving a contract with Life Line Billing Systems, LLC, doing business as LifeQuest Services.

Chief Schmidt introduced LifeQuest CEO Michael Finn and Client Relations/Sales Manager Tim Rosin who presented a PowerPoint regarding their services. The following advantages of a billing partner versus in-house were: results, expertise/experience, costs/efficiency, compliance, trained and certified expert staff and the technology they used. Mentioned were revenue recovery results, knowledge in Local, State and Federal Rules, Regulations and Laws, licensed/bonded collection agency, and internal compliance audits.

The billing process would have a seamless workflow, information verification, hospital database accessibility, claim accountability, report card tracking, quality assurance, and accountability. All inquiries would be addressed promptly by knowledgeable and friendly bilingual staff. All incoming and outgoing calls would be digitally recorded. There would also be toll free access numbers with 24 hour customer service coverage from Sunday 4:30 p.m. through Friday 5:30 p.m.

Reviewed was the implementation process. LifeQuest would assist with the billing database setup, all regulations, customized reporting and best practice assessments. They would train all

personnel on documentation and medical necessity, train the trainers for ongoing sessions, and provide follow up training sessions via audio, webinar, or in person. They also would provide quarterly/annual reviews and comparative reports.

Megan Wichman, 423 Maple Street, Dannebrog, NE spoke in support of keeping the ambulance billing in-house. Ms. Wichman answered questions regarding coding.

Interim Finance Director William Clingman commented on the cost of keeping this in-house and the training needed. Discussion was held regarding a full-time in-house position, salary, difference in medical coding and ambulance coding, and training requirements.

City Attorney Robert Sivick commented on the initial proposal submitted regarding an opt out clause. He stated this item could be brought back, but if anything other than the original proposal was approved it would have to be re-bid. Fire Division Chief Russ Blackburn answered questions regarding the process currently used at the City.

Mr. Finn explained the collection process for late and/or delinquent bills. Phase I would be strictly billing at 6%, Phase 2 would be soft collection at a rate of 22%, and Phase 3 would be legal action on delinquent bills at a rate of 34%.

Discussion was held regarding the options before council. Mr. Ferguson commented on the bottom line of increasing revenue for the City.

ADJOURNMENT: The meeting was adjourned at 9:07 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-3

Approving Appointment of Interim Finance Director William Clingman to the Police Pension Committee and the Firefighters Pension Committee

Mayor Jensen has submitted the appointment of Interim Finance Director William Clingman to the Police Pension Committee and the Firefighters Pension Committee board to replace Jaye Monter. This appointment will become effective immediately upon approval by the City Council and will expire on December 31, 2016.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-4

**#2015-17 - Approving Bid Award for 2015 Turbine Valve
Overhaul at Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting Date: January 27, 2015

Subject: 2015 Turbine Valve Overhaul

Item #'s: G-4

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

An inspection and overhaul of the turbine valves at the Platte Generating Station is performed every 2.5 years. The next overhaul is scheduled for the April of this year. During this inspection, the turbine valves are completely disassembled and all components are cleaned, inspected, repaired or replaced as necessary.

Specifications were developed by the plant maintenance staff to include all labor to open, inspect, clean, and close the turbine valves, with the Department to supply all required parts and materials. The specifications include time and material rates for additions or reductions in the repair labor amount as the amount of actual work is not known until the valves are disassembled and inspected.

Discussion

The specifications for the 2015 Turbine Valve Overhaul were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on January 13, 2015. The engineer's estimate for this project was \$350,000.00.

Bidder	Bid Price
HPI Houston, Texas	\$ 144,997.02
S.T. Cotter Turbine Services, Inc. Clearwater, Minnesota	\$ 185,351.15

Plant staff reviewed the bids for compliance with the City's detailed specifications, with both bids found to be acceptable and meeting the specification requirements. The low bid

from HPI was found compliant with the specifications and is less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the contract for the 2015 Turbine Valve Overhaul, to HPI of Houston, Texas, as the low responsive bidder, with the bid in the amount of \$144,997.02.

Sample Motion

Move to approve the bid in the amount of \$144,997.02, from HPI for the 2015 Turbine Valve Overhaul at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 13, 2015 at 2:00 p.m.
FOR: 2015 Turbine Valve Overhaul
DEPARTMENT: Utilities
ESTIMATE: \$350,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: December 31, 2014
NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>S.T. Cotter Turbine Services, Inc.</u> Clearwater, MN	<u>HPI</u> Houston, TX
Bid Security:	The Guarantee Co.	SureTec Ins. Co.
Exceptions:	Noted	Noted
Bid Price:		
Material:	----	\$ 1,595.65
Labor:	\$185,351.15	\$143,289.67
Sales Tax:	<u>TBD</u>	<u>\$ 111.70</u>
Total Bid:	\$185,351.15	\$144,997.02

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Pat Gericke, Utilities Admin. Assist.
Darrell Dorsey, PGS Plant Supt.

Bob Smith, Assist. Utilities Director
William Clingman, Interim Finance Director
Karen Nagel, Utilities Secretary

P1785

RESOLUTION 2015-17

WHEREAS, the City of Grand Island invited sealed bids for 2015 Turbine Valve Overhaul at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 13, 2015, bids were received, opened and reviewed; and

WHEREAS, HPI of Houston, Texas, 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 \$144,997.02; and

WHEREAS, the bid of HPI is less than the estimate for 2015 Turbine Valve Overhaul at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of HPI of Houston, Texas, in the amount of \$144,997.02, for 2015 Turbine Valve Overhaul, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 27, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 23, 2015	☐ City Attorney



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-5

**#2015-18 - Approving Change Order #1 with Lacy Construction
for Construction of the Phelps Control Center Warehouse**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: January 27, 2015

Subject: Phelps Control Center New Warehouse Construction –
Change Order #1 – Lacy Construction Company

Item #'s: G-5

Presenter(s): Tim Luchsinger, Utilities Director

Background

On April 22, 2014, City Council approved a contract with Lacy Construction Company to build a new warehouse immediately north of Phelps Control Center. This warehouse is needed to replace an aging warehouse and move materials into a secure location. Construction completion is anticipated in March.

Discussion

Several increases to the total contract have occurred due to some unforeseen circumstances as well as some design changes mid-construction. During the initial dirt work, several old house foundations were discovered that had to be removed and properly backfilled prior to construction. Also, due to the concern of standing water on the north side of the warehouse during heavy rains, design changes were made to the storm water system to alleviate that problem. In addition, changes were made to the fire sprinkler system in order to comply with the Department insurance carrier requirements. The total for this change order is \$51,723.00, increasing the contract amount by approximately 4.5% to \$1,191,723.00, and includes a schedule extension to the contract.

Alternatives

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

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

4. Take no action on the issue

Recommendation

City Administration recommends that Council award Change Order #1 to the Contract for Phelps Control Center New Warehouse to Lacy Construction Company in the amount of \$51,723.00, for a final contract amount of \$1,191,723.00 and a substantial completion deadline of February 27, 2015.

Sample Motion

Move to approve Change Order #1 for Phelps Control Center New Warehouse to Lacy Construction Company in the amount of \$51,723.00, for a final contract amount of \$1,191,723.00 and a substantial completion deadline of February 27, 2015.



*Working Together for a
Better Tomorrow. Today.*

TO: Lacy Construction Company
3356 West Old Hwy. 30
PO Box 188
Grand Island, NE 68802-0188

PROJECT: Contract for "Phelps Control Center New Warehouse"

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

1 Additional payment per the attached spreadsheet.

ADDITION \$51,723.00

The original Contract Sum	<u>\$1,140,000.00</u>
Previous Change Order Amounts	<u>\$ -</u>
The Contract Sum is increased by this Change Order	<u>\$ 51,723.00</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$ 1,191,723.00</u>

**THE SUBSTANTIAL COMPLETION DEADLINE FOR THIS PROJECT HAS BEEN EXTENDED
FROM JANUARY 15, 2015 TO FEBRUARY 27, 2015.**

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: CITY OF GRAND ISLAND

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: LACY CONSTRUCTION COMPANY

By: _____

Date _____

RESOLUTION 2015-18

WHEREAS, Lacy Construction Company, of Grand Island, Nebraska, was awarded the contract for the Phelps Control Center Warehouse construction at the April 22, 2014 City Council meeting; and

WHEREAS, due to some unforeseen circumstances (old house foundations, and drainage issues) as well as some design changes to the fire sprinkler system in order to comply with the utilities insurance carrier's requirements mid construction, additional work was required; and

WHEREAS, the above described work was not included in the original scope of the project; and

WHEREAS, Change Order #1 was prepared for an increase in the amount of \$51,723.00, resulting in a final contract amount of \$1,191,723.00, and an extended completion deadline from January 15, 2015 to February 27, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with Lacy Construction Company, of Grand Island, Nebraska, resulting in an increased cost of \$51,723.00, for a final contract price of \$1,191,723.00, and an extended completion deadline from January 15, 2015 to February 27, 2015, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 27, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 23, 2015	☐ City Attorney



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-6

#2015-19 - Approving Amendment #2 with Webb & Company Architects, Inc. for the Phelps Control Warehouse and Remodel

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: January 27, 2015

Subject: Contract for Phelps Control Center Architectural
Services – Amendment #2

Item #'s: G-6

Presenter(s): Tim Luchsinger, Utilities Director

Background

On June 25, 2013, City Council approved a contract with Webb Architects for \$16,000 to evaluate space requirements and develop a preliminary design and building estimate for the remodel of Phelps Control Center and a new warehouse to be constructed immediately north of Phelps Control Center. On October 8, 2013, Amendment #1 was approved for \$96,500 to authorize Webb Architects to complete the detailed design of the new warehouse and provide construction management. A contract with Lacy Construction Company was approved on April 22, 2014 to build the new warehouse.

Discussion

The construction of the new warehouse is nearing completion. During the construction, there was a concern about the possibility of standing water on the north side during heavy rains. To alleviate this issue, Webb Architects proposed a change in the design by connecting the north downspouts to the storm water system. The design engineering for this change is \$1,500.00. Due to issues that developed during the construction process, the construction schedule for this project has been extended approximately one and a half months, resulting in an additional construction management services cost of \$2,250.00. Total changes to the contract are \$3,750.00. An extension to the contract to cover the entire construction period is recommended as well.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment #2 to the Contract for Phelps Control Center Architectural Services with Webb & Company Architects in the amount of \$3,750.00.

Sample Motion

Move to approve Amendment #2 to the Contract for Phelps Control Center Architectural Services with Webb & Company Architects in the amount of \$3,750.00.

The AIA Document B104 - 2007 Standard Form of Agreement Between Owner and Architect by and between the following Owner and Architect:

OWNER: City of Grand Island Utilities Department
City of Grand Island
City Hall, P.O. Box 1968
Grand Island, NE 68802-1968

ARCHITECT: Webb & Company Architects, Inc.
387 North Walnut Street
Grand Island, NE 68801

January 16, 2015

for the following project:

PROJECT: "Phelps Control Center Addition & Remodel"

is hereby amended as follows: AIA Contract Amendment #2

1. Provide additional engineering services for Olsson Associates, Civil Engineer to design a new storm drainage system for the north side of the new Warehouse Building.

ADDITION \$1,500.00

2. Change the Architect Substantial Completion date in the original AIA B104 Contract, Article 1.1 to March 31, 2015. This is due to the Lacy Construction Company, General Contractor's construction delay of the substantial completion and the time extension from January 15, 2015 to February 27, 2015 as approved by Change Order #1.
3. Provide additional architectural Construction Phase Services due to Lacy Construction's delay of substantial completion of one and one-half months for Webb & Company Architects per AIA B104 Owner & Architect Contract Article 4 Additional Services.

ADDITION \$2,250.00

The original Contract Sum	<u>\$16,000.00</u>
Previous Amendment Amounts	<u>\$ 96,500.00</u>
The Contract Sum is increased by this Amendment	<u>\$ 3,750.00</u>
The Contract Sum is decreased by this Amendment	<u>\$0.00</u>
The total modified Contract Sum to date	<u>\$ 116,250.00</u>

Approval and acceptance of this Amendment acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: **CITY OF GRAND ISLAND**

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: **WEBB & COMPANY ARCHITECTS, INC.**

By: _____

Date _____

RESOLUTION 2015-19

WHEREAS, Webb & Company Architects, of Grand Island, Nebraska, was awarded the contract for the Phelps Control Center Warehouse construction and Remodel Architectural Services at the June 25, 2013 City Council meeting; and

WHEREAS, due to some unforeseen circumstances (drainage issues and additional construction management services), additional work was required; and

WHEREAS, the above described work was not included in the original scope of the project; and

WHEREAS, Amendment #2 was prepared for an increase in the amount of \$3,750.00, resulting in a final contract amount of \$116,250.00, and an extended completion deadline from January 15, 2015 to February 27, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment #2 with Webb & Company Architects, Inc., of Grand Island, Nebraska, resulting in an increased cost of \$3,750.00, for a final contract price of \$116,250.00, and an extended completion deadline from January 15, 2015 to February 27, 2015, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 27, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 23, 2015	☐ City Attorney



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-7

#2015-20 - Approving Acquisition of Public Utility Easement & Ingress/Egress Easement in Van Ohlen 3rd Subdivision (Shady Bend Villas, LLC)

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

Staff Contact: John Collins, P.E. - Public Works Director

RESOLUTION 2015-20

WHEREAS, public utility easements and an ingress/egress easement are required by the City of Grand Island, from Shady Bend Villas, LLC, in the Van Ohlen 3rd Subdivision, Hall County, Nebraska and more particularly described as follows:

Utility Easements

A 7' WIDE EASEMENT LOCATED IN PART OF THE LOT 1, VAN OHLEN 3RD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, VAN OHLEN 3RD SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S01°01'31"E, ALONG AND UPON THE WEST RIGHT OF WAY LINE OF SHADY BEND ROAD, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 7.00 FEET; THENCE S89°38'26"W, PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 165.21 FEET; THENCE N00°57'16"W A DISTANCE OF 7.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SHADY BEND CIRCLE, THENCE N89°38'26"E, ALONG SAID NORTH LINE, A DISTANCE OF 165.20 FEET TO A POINT OF BEGINNING. SAID EASEMENT CONTAINS A CALCULATED AREA OF 1,156.42 SQUARE FEET OR 0.027 ACRES MORE OR LESS.

AND

A 7' WIDE EASEMENT LOCATED IN PART OF THE LOT 1, VAN OHLEN 3RD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, VAN OHLEN 3RD SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S01°01'31"E, ALONG THE WEST RIGHT OF WAY LINE OF SHADY BEND ROAD, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 222.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°01'31"E, ALONG SAID WEST RIGHT OF WAY LINE OF SHADY BEND ROAD AND SAID EAST LINE OF SAID LOT 1, A DISTANCE OF 7.00 FEET; THENCE S89°24'18"W A DISTANCE OF 150.48 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 55°37'49", A RADIUS OF 15.43 FEET, A CHORD BEARING OF N61°31'11"W AND A CHORD DISTANCE OF 14.40 FEET; THENCE N89°24'18"E A DISTANCE OF 163.02 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS A CALCULATED AREA OF 1,114.59 SQUARE FEET OR 0.026 ACRES MORE OR LESS.

Ingress/Egress Easement

A 50' WIDE EASEMENT BEING 25' ON BOTH SIDES OF SAID DESCRIBED CENTERLINE EASEMENT LOCATED IN PART OF THE LOT 1, VAN OHLEN 3RD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, VAN OHLEN 3RD SUBDIVISION ; THENCE ON AN ASSUMED BEARING OF N01°01'31"W, ALONG THE WEST RIGHT OF WAY LINE OF SHADY BEND ROAD, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 107.00 FEET TO A POINT BEING THE CENTERLINE OF A 50' PROPOSED INGRESS/EGRESS AND UTILITY EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°24'18"W, ALONG SAID CENTERLINE OF EASEMENT, A DISTANCE 150.88 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 87°59'01", A RADIUS OF 40.43 FEET, A CHORD BEARING OF N45°49'29"W AND A CHORD DISTANCE OF 56.17

Approved as to Form	□
January 23, 2015	□ City Attorney

FEET; THENCE N00°57'16"W, ALONG SAID CENTERLINE OF EASEMENT, A DISTANCE OF 201.60 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SHADY BEND CIRCLE, POINT ALSO BEING THE POINT OF TERMINATION. SAID EASEMENT CONTAINS A CALCULATED AREA OF 20,846.56 SQUARE FEET OR 0.479 ACRES MORE OR LESS.

WHEREAS, agreements for the public utility easements and the ingress/egress easement have been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the agreements for the public utility easements and ingress/egress easement on the above described tracts of land.

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

- - -

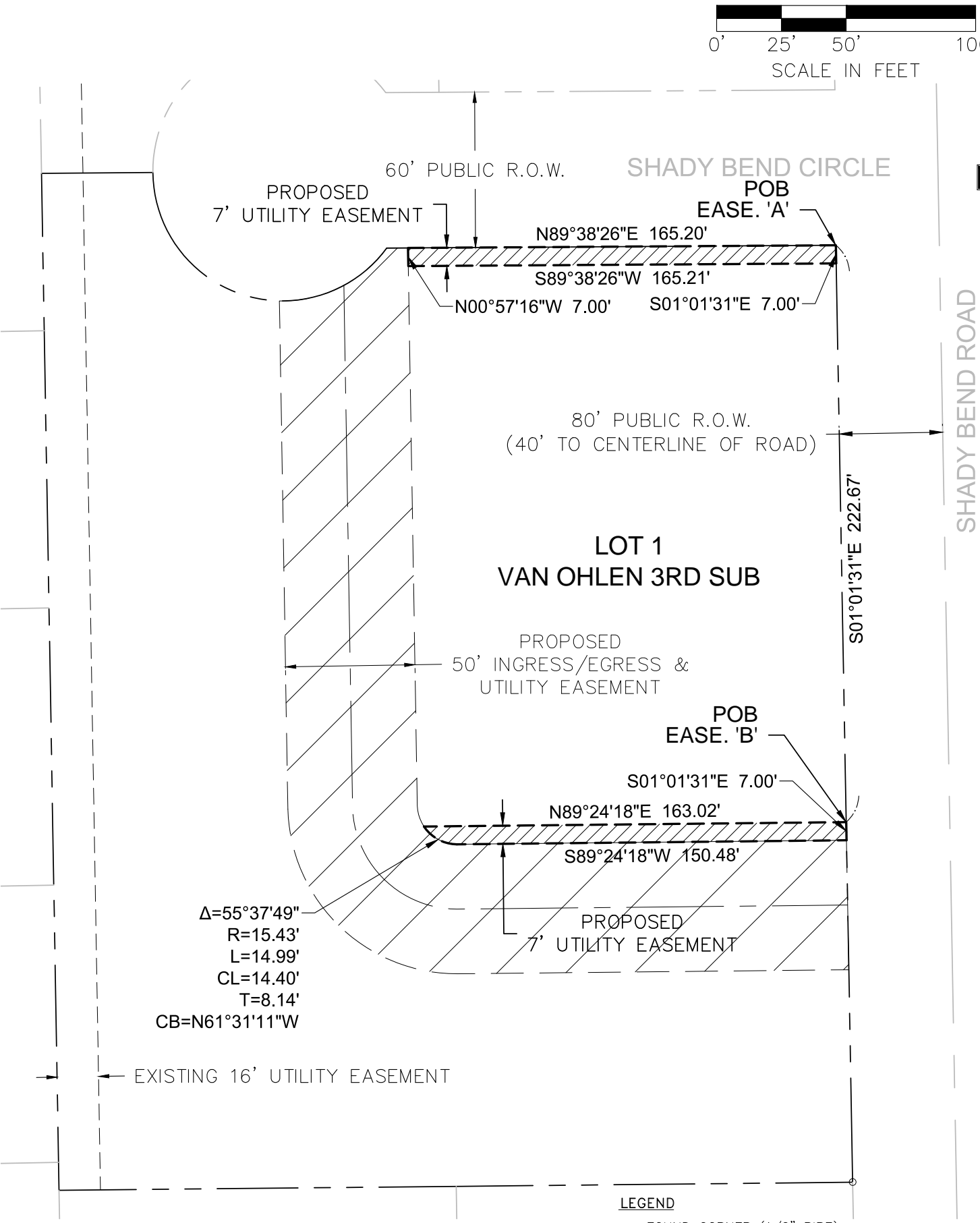
Adopted by the City Council of the City of Grand Island, Nebraska, January 27, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

DWG: F:\projects\013-1862\PEIN\Plot\0131862-Ingress-Egress-Ease.dwg
DATE: Jan 03, 2015 11:09am XREFS: 0131862-ABASE
USER: jrmirez



EASEMENT 'A' DESCRIPTION

A 7' WIDE EASEMENT LOCATED IN PART OF THE LOT 1, VAN OHLEN 3RD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, VAN OHLEN 3RD SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S01°01'31"E, ALONG AND UPON THE WEST RIGHT OF WAY LINE OF SHADY BEND ROAD, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 7.00 FEET; THENCE S89°38'26"W, PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 165.21 FEET; THENCE N00°57'16"W A DISTANCE OF 7.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SHADY BEND CIRCLE; THENCE N89°38'26"E, ALONG SAID NORTH LINE, A DISTANCE OF 165.20 FEET TO A POINT OF BEGINNING. SAID EASEMENT CONTAINS A CALCULATED AREA OF 1,156.42 SQUARE FEET OR 0.027 ACRES MORE OR LESS.

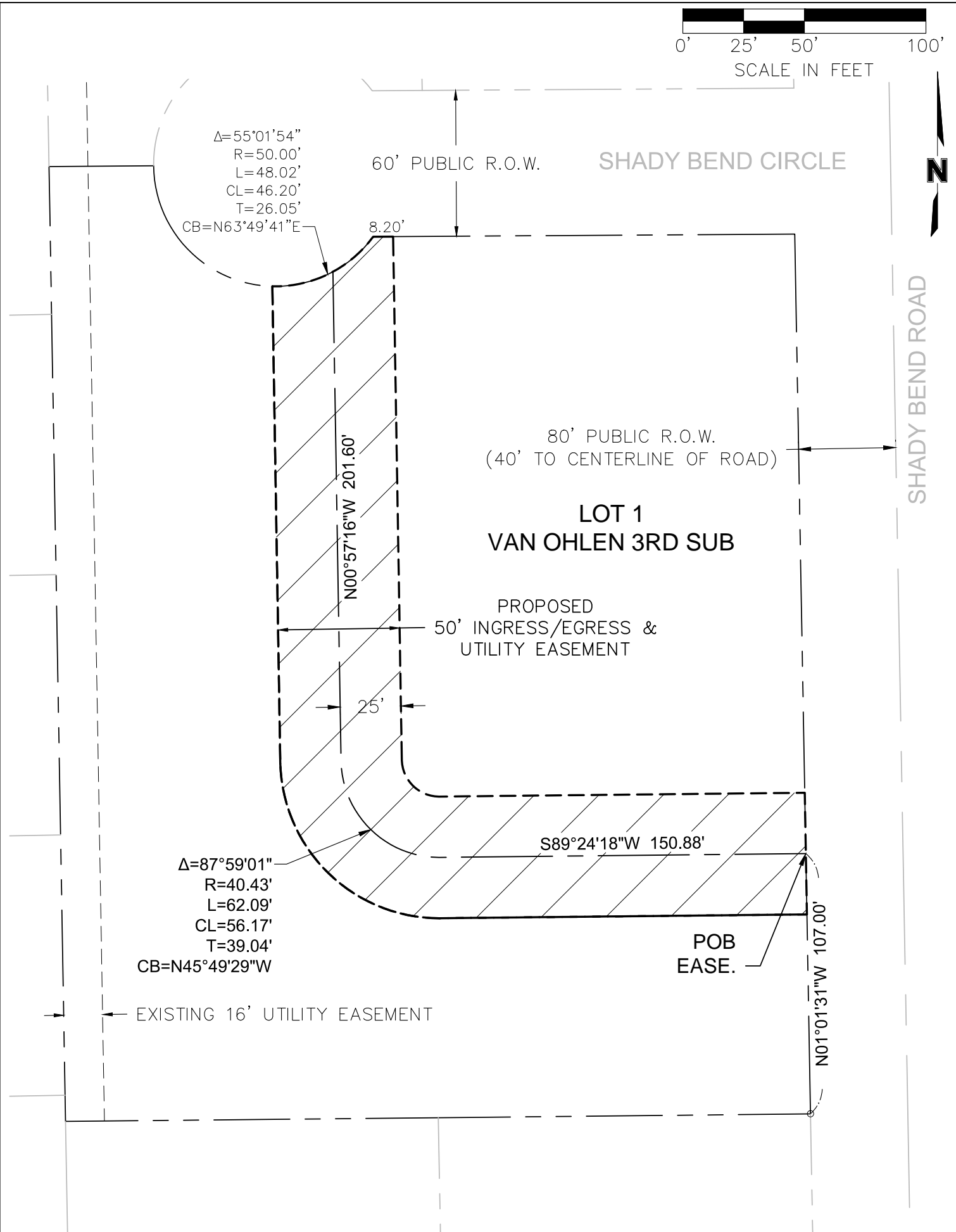
EASEMENT 'B' DESCRIPTION

A 7' WIDE EASEMENT LOCATED IN PART OF THE LOT 1, VAN OHLEN 3RD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, VAN OHLEN 3RD SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S01°01'31"E, ALONG THE WEST RIGHT OF WAY LINE OF SHADY BEND ROAD, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 222.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°01'31"E, ALONG SAID WEST RIGHT OF WAY LINE OF SHADY BEND ROAD AND SAID EAST LINE OF SAID LOT 1, A DISTANCE OF 7.00 FEET; THENCE S89°24'18"W A DISTANCE OF 150.48 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 55°37'49", A RADIUS OF 15.43 FEET, A CHORD BEARING OF N61°31'11"W AND A CHORD DISTANCE OF 14.40 FEET; THENCE N89°24'18"E A DISTANCE OF 163.02 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS A CALCULATED AREA OF 1,114.59 SQUARE FEET OR 0.026 ACRES MORE OR LESS.

PROJECT NO: 2013-1862	PROPOSED 7' WIDE UTILITY EASEMENT		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752
DATE: 12.22.2014			
EXHIBIT 'B'			

DWG: F:\projects\013-1862\PEIN\Plot\0131862-Ingress_Egress_Ease.dwg
DATE: Jan 03, 2015 11:07am XREFS: 0131862_ABASE
USER: jromirez



LEGEND

- FOUND CORNER (1/2" PIPE)
- PROPOSED 50' INGRESS/EGRESS/UTILITY EASE.
- - - EXISTING EASEMENT
- ___ PROPERTY LINE
- ROAD CENTERLINE/SECTION LINE

EASEMENT DESCRIPTION

A 50' WIDE EASEMENT BEING 25' ON BOTH SIDES OF SAID DESCRIBED CENTERLINE EASEMENT LOCATED IN PART OF THE LOT 1, VAN OHLEN 3RD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, VAN OHLEN 3RD SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N01°01'31"W, ALONG THE WEST RIGHT OF WAY LINE OF SHADY BEND ROAD, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 107.00 FEET TO A POINT BEING THE CENTERLINE OF A 50' PROPOSED INGRESS/EGRESS AND UTILITY EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°24'18"W, ALONG SAID CENTERLINE OF EASEMENT, A DISTANCE OF 150.88 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 87°59'01", A RADIUS OF 40.43 FEET, A CHORD BEARING OF N45°49'29"W AND A CHORD DISTANCE OF 56.17 FEET; THENCE N00°57'16"W, ALONG SAID CENTERLINE OF EASEMENT, A DISTANCE OF 201.60 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SHADY BEND CIRCLE, POINT ALSO BEING THE POINT OF TERMINATION. SAID EASEMENT CONTAINS A CALCULATED AREA OF 20,846.56 SQUARE FEET OR 0.479 ACRES MORE OR LESS.

PROJECT NO: 2013-1862	PROPOSED 50' WIDE INGRESS/EGRESS AND UTILITY EASEMENT		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752
DATE: 12.22.2014			
EXHIBIT 'A'			



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-8

#2015-21 - Approving Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Northwest Crossings, LLC)

This item relates to the aforementioned Public Hearing item E-4.

Staff Contact: John Collins, P.E. - Public Works Director

R E S O L U T I O N 2015-21

WHEREAS, a public utility easement is required by the City of Grand Island, from an affected property owner for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4, described as follows:

Tract No	Owner	Legal	Total
14	Northwest Crossings, LLC	THE NORTH 25.00 FEET OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8), BELS SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 9,510 SQUARE FEET OR 0.218 ACRES MORE OR LESS.	\$25,600.00
TOTAL			\$25,600.00

WHEREAS, an agreement for the public utility easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the agreement for the public utility easement on the above described tract of land, in the amount of \$25,600.00.

BE IT FURTHER RESOLVED, that 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, January 27, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
January 23, 2015	<input type="checkbox"/> City Attorney



CAPITAL AVENUE

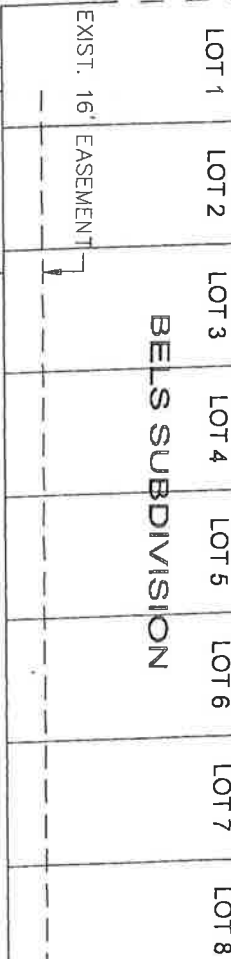
25.00'

NO SCALE

BELS SUBDIVISION

EXIST. 16' EASEMENT

WEBB ROAD




LEGAL DESCRIPTION OF PERMANENT EASEMENT
THE NORTH 25.00 FEET OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8), BELS SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.
SAID TRACT CONTAINS A CALCULATED AREA OF 9,510 SQUARE FEET OR 0.218 ACRES MORE OR LESS.

 PERMANENT EASEMENT

USER: lhusted

DWG: F:\Projects\011-2347\MUNI Phase 2\Easement Exhibits\112347_ESMT12--NORTHWEST CROSSINGS.dwg
DATE: Mar 27, 2014 4:53pm XREFS: 112347_Phase 2 PBASE 112347_Phase 2 XBASE

PROJECT NO: 011-2347		CITY OF GRAND ISLAND		201 E 2ND STREET PO BOX 1072 GRAND ISLAND, NE 68801 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: LH	EASEMENT				
DATE: 03/25/2014					
					A



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-9

**#2015-22 - Approving Amendment to Resolution No. 2013-125;
Resolution Authorization Filing Applications with the Federal
Transit Administration for Federal Transportation Assistance**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: John Adams, MPO Manager

Meeting: January 27, 2015

Subject: Approving Amendment to Resolution No. 2013-125;
Resolution Authorization Filing Applications with the
Federal Transit Administration for Federal
Transportation Assistance

Item #'s: G-9

Presenter(s): John Collins PE, Public Works Director

Background

In October 2012, the City of Grand Island was designated by the State of Nebraska as a Direct Recipient of Section 5307 Urban Transit Funds available through the State of Nebraska from the Federal Transit Administration (FTA). In March 2013 the FTA requested the City provide three documents prior to April 30, 2013. These documents consisted of the authorizing resolution, a legal opinion from the City Attorney that the City is legally able to receive these funds and authorized to provide the necessary matching funds for the grant, and a Letter of Incumbency from the City stating the names of the persons that are currently in the positions identified in the Authorizing Resolution (Mayor, City Administrator and/or Designee, City Treasurer, etc.). The City will issue a new Letter of Incumbency any time a person named in the previous letter leaves the City and is replaced.

The authorizing resolution does not commit the City to provide transit nor does it commit the City to spend any money. It does however preserve the ability of the City to access 5307 urban transit dollars in the future. The City was named a direct recipient of 5307 funds for the 2013 fiscal year and can access those funds anytime within six (6) years.

On April 23, 2013 the City Council passed Resolution 2013-125, which approved authorization of filing applications with the Federal Transit Administration for Federal Transportation Assistance.

Discussion

Resolution 2013-125 authorized the Mayor to:

- Execute and file applications for Federal assistance on behalf of the City of Grand Island, Nebraska;
- Execute and file with applications the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement; and
- Execute the grant and cooperative agreement with the Federal Transit Administration on behalf of the City of Grand Island, Nebraska.

At this time it is requested such resolution be amended to authorize the Mayor or his designee to execute and file applications for Federal assistance with the Federal Transit Administration.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the amendment to Resolution No. 2013-125 to authorize the Mayor or his designee to execute and file applications for Federal assistance with the Federal Transit Administration.

Sample Motion

Move to approve the resolution.

RESOLUTION 2013-125

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53; AND ANY OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

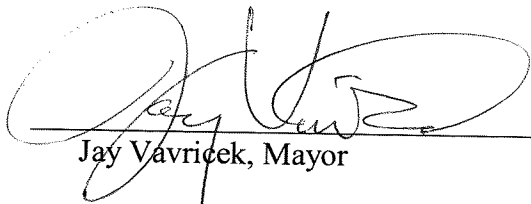
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND NEBRASKA:

1. That Mayor is authorized to execute and file an application for Federal assistance on behalf of the City of Grand Island, Nebraska with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. chapter 53 or any other Federal statutes authorizing a project administered by the Federal Transit Administration. The State of Nebraska acting through its Department of Roads ("NDOR"), is the Designated Recipient for small urbanized areas as defined by 49 U.S.C. 5302(4). The City of Grand Island, Nebraska has received authority from the Designated Recipient to apply for Urbanized Area Formula Program assistance as a Direct Recipient. NDOR and the City of Grant Island will enter into a supplemental agreement with FTA each time the City of Grand Island applies for funds.
2. That Mayor is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That Mayor is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of The City of Grand Island, Nebraska.
4. That Finance Director/City Treasurer is authorized to draw against available grant funding using the ECHO web system.
5. That the City of Grand Island intends to insure that the matching funds necessary for providing transit services are included and that spending authority is authorized as needed within the approved annual budget of the City of Grand Island.

Approved as to Form
April 22, 2013



City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, April 23, 2013.



Jay Vavricek, Mayor

Attest:



RaNae Edwards, City Clerk

RESOLUTION 2015-22

WHEREAS, on April 23, 2013, by Resolution 2013-125, the City of Grand Island approved the authorization of the Mayor filing applications with the Federal Transit Administration for Federal Transportation Assistance; and

WHEREAS, at this time it is requested such resolution be amended to authorize the Mayor or his designee to execute and file applications for Federal assistance with the Federal Transit Administration.

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

1. That the Mayor or his designee is authorized to execute and file an application for Federal assistance on behalf of the City of Grand Island, Nebraska with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53 or any other Federal statutes authorizing a project administered by the Federal Transit Administration. The State of Nebraska acting through its Department of Roads (NDOR), is the Designated Recipient for small urbanized areas as defined by 49 U.S.C. 5302(4). The City of Grand Island, Nebraska has received authority from the Designated Recipient to apply for Urbanized Area Formula Program assistance as a direct recipient. NDOR and the City of Grand Island will enter into a supplemental agreement with FTA each time the City of Grand Island applies for funds.
2. That the Mayor or his designee is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the Mayor or his designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Grand Island, Nebraska.
4. That the Finance Director/City Treasurer is authorized to draw against available grant funding using the ECHO web system.
5. That the City of Grand Island intends to insure the matching funds necessary for providing transit services are included and spending authority is authorized as needed within the approved annual budget of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 27, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 23, 2015	☐ City Attorney



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-10

#2015-23 - Approving Telecommunications Equipment Site Use Agreement for East Central 911 System

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Director of Emergency Management

Meeting: January 27, 2015 Council Meeting

Subject: 911 Telecommunications Equipment Site Use Agreement

Item #'s: G-10

Presenter(s): Jon Rosenlund, Director of Emergency Management

Background

A group of 7 counties in East Central Nebraska, called East Central 911 (EC911), have requested that the City of Grand Island Emergency Management Department host a portion of their new 911 telecommunications equipment upgrade in the Emergency Management Department within City Hall. This is necessary for their regional 911 system to receive 911 calls from the local CenturyLink site, and transmit these calls to the 7 participating counties through the Nebraska Radio Interoperability Network (NRIN). The EC911 will pay a rental fee of \$360.00 annually to compensate for site use and electrical service. The Department has no responsibilities for maintaining, repairing or monitoring this equipment.

Discussion

Seven counties in East Central Nebraska, ranging from Merrick to Platte Counties, have entered into a collective agreement for providing emergency 911 services to each participating county through a shared 911 telecommunications system. Called the East Central 911 system, (EC911), this system provides each county with 911 services, but the costs of purchase and maintenance of their hardware is shared by the group. Hardware is installed in only a few areas, while 911 calls are routed to each individual PSAP by IP routing through the statewide Nebraska Radio Interoperability Network (NRIN).

EC911 has requested that a portion of their 911 telecommunications equipment be housed in the Grand Island Emergency Center due to our proximity to the CenturyLink office and our connection to NRIN. The Department will provide space for their equipment and continuous electrical supply. Maintenance, repair and monitoring of the EC911 equipment is solely the responsibility of EC911 and its contracted repair personnel.

The agreement presented to Council is the result of conversations between EC911 representatives and the Director of Emergency Management. In the agreement, the Department will provide a site and electrical service to the Equipment and access to EC911 personnel and contracted maintenance as necessary. In return, the EC911 will pay an annual fee of \$360.00. The term of the agreement is 7 years and can be cancelled with 90 days' notice.

The agreement has also been reviewed by the City Attorney. EC911 delivered three signed copies of the agreement and wishes for the Mayor of Grand Island to complete this agreement so they may proceed in the completion of their 911 installation.

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 this agreement.

Sample Motion

Move to approve the agreement.

Telecommunications Equipment Site Use Agreement
between
(Tenant) East Central 911 Equipment Sharing Group
and
(Property Owner) City of Grand Island, Nebraska

The following agreement shall define the terms and conditions of an agreement between the stated parties for the purpose of installing, operating and maintaining telecommunications equipment to be utilized for public safety communications and operations.

1. Definitions

- a. **"Site"**: The Grand Island, Nebraska Emergency Communications Center located at 100 E. 1st St, Grand Island, NE.
- b. **"Tenant"**: EC911
C/O Columbus Police Department
2419 14th St
Columbus, NE 68601
- c. **"Owner"**: City Of Grand Island, Nebraska
Attn: Jon Rosenlund
100 E. 1st St
Grand Island, NE 68801
- d. **"Equipment"**: Describes all telecommunications equipment and related hardware now or hereafter owned by Tenant and located at Owner's site. The authorized items of equipment include all upgrades, replacements and additional equipment owned by the Tenant at the Site. However, any additions (other than related to maintenance and/or repair) that may affect the operations at the Site must be presented to the Owner prior to installation.
- e. **"Effective Date"**: of this lease: January 1, 2015.
- f. **"Initial Term"**: of this agreement: 7 years.
- g. **"Renewal Terms(s)"** of this agreement shall be one-year periods or any other multi-year period mutually agreed upon by the Owner and Tenant, beginning on the 1st day of the 1st month after the completion of the Initial Term.
- h. **"Initial Term Rent"**: Tenant shall pay to the Owner the amount of \$360 per year which shall cover the cost of electricity needed to operate Tenant's Equipment and any general maintenance required at the Site.
- i. **"Renewal Term Rent"**: The annual rental fee of \$360 shall be reviewed prior to the initiation of any Renewal Term period and may be adjusted as deemed necessary by the Owner, subject to agreement by the Tenant.

- 2. Rent Payments:** Tenant shall pay Owner the rent due at Owner's address listed in section 1.c of this agreement. Rent shall be payable in advance of the period for which it is due. In the instance when the Tenant or the costs of hosting the Tenants equipment will require additional services from the Owner that result in a change in the direct costs to the Owner, the Owner reserves the right to alter the Rent Payment mid-year to meet this change in service. A notice of Rent Payment change will be submitted by the Owner to Tenant in writing, detailing the reasons

for the change. Changes to the Rent Payment will be assessed or reimbursed in that same calendar year.

3. **Termination:** Either party may terminate this agreement for any reason and at any time after providing the other party a 90 day written notice of its intent to do so. Upon termination, the Owner will reimburse the Tenant and prorated amount of the annual Rent Payment following complete removal of the Equipment and restoration of the workspace to its previous condition.

Upon termination of this agreement, Tenant shall have 60 days to remove all Equipment from the Site. Tenant shall surrender possession of the Site to Owner in good condition.

4. **Equipment Rules:** Tenant shall comply with all present and future rules and regulations regarding operations involving telecommunications equipment as they pertain to Tenant's Equipment. All equipment shall be installed following good engineering practices and standards and in a manner acceptable to the Owner.
5. **Access:** Owner shall allow Tenant or their agents reasonable access to the Site as needed for maintenance purposes.
6. **Use of Site:** The Site shall be used by the Tenant solely for the telecommunications purposes dictated in the agreement.
7. **Interference:** Tenant shall not do or permit any activity upon the Site which causes or permits physical, electronic or other interference with the existing facilities, equipment or operations or other users of the Site (including other Tenants and Owner).
8. **Maintenance**
 - a. **Owner:** Owner shall inspect, maintain and repair Site structure(s) so that they are safe and functional. Owner shall not be required to monitor, maintain, alter, replace, repair, or report failures of the Equipment.
 - b. **Tenant:** Tenant shall monitor, maintain and repair all of its Equipment at the Site so that the Equipment is safe and functional.
9. **Insurance**
 - a. **Owner:** Throughout the term of this lease. Owner shall maintain "all risk" hazard insurance on the structure of the Site and comprehensive general liability insurance as required.
 - b. **Tenant:** Throughout the term of this lease. Tenant shall maintain "all risk" hazard insurance on its Equipment and comprehensive general liability insurance coverage as required.
10. **Indemnification:** Tenant shall defend, indemnify and hold harmless the Owner for any loss or damage resulting from the intentional act or negligence of the Tenant. Owner shall defend, indemnify and hold harmless the Tenant for any loss or damage resulting from the intentional act or negligence of the Owner.
11. **Damage or Destruction:** If the structure holding the Tenant's Equipment is damaged or destroyed by fire, wind, flood, or other natural or manmade cause, Owner shall have the option to repair or replace the structure at Owner's expense or to terminate this Lease effective on the date of such damage or destruction. If Owner elects to terminate this lease, Tenant shall have no further obligations hereunder. If Owner elects to repair or replace structures, then rent shall abate until the repairs or replacement has been completed.

12. **Utilities:** Owner shall be responsible for providing electricity for the Site and back-up generator power to Equipment. Tenant will provide, as necessary, any battery power as needed to keep Equipment operational between any power outage and generator activation.

13. **Site Upgrades:** Tenant shall be responsible for the costs of site upgrades necessary to install Equipment.

14. **Miscellaneous Provisions:**

- a. This Agreement may be amended in writing only, signed by the parties in interest at the time of such amendment.
- b. Changes in rent fee and renewal terms may be agreed upon through email by the parties in interest at the time of such renewal.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date set forth in Section 1.e:

OWNER:

By: _____

Name: _____

Title: _____

TENANT:

By: Bob Carey

Name: Bob Carey

Title: Chairman EC 9-1-1

STATE OF NEBRASKA }

COUNTY OF _____ }

The foregoing Lease was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of _____.

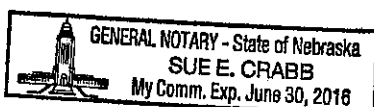
Notary Public

STATE OF NEBRASKA }

COUNTY OF Platte }

The foregoing Lease was acknowledged before me this 8th day of January, 2014, by Bob Carey the Chairman of EC 911.

Sue E. Crabb
Notary Public



RESOLUTION 2015-23

WHEREAS, the East Central 911 group has requested to locate a portion of their new 911 telecommunications equipment within the Emergency Management Department due to its unique proximity to local telecommunications resources; and

WHEREAS, the East Central 911 group will compensate the City for the site use and electrical service on an annual basis; and

WHEREAS, this agreement may be cancelled at any time with 90 days' notice by either party, and

WHEREAS, the City Council of the City of Grand Island has reviewed this agreement and has authorized the Mayor of the City of Grand Island to sign the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to enter into a site use agreement with the East Central 911 according to the terms of the draft agreement presented to Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 27, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
January 23, 2015	▣ City Attorney



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-11

**#2015-24 - Approving Race for GRACE Agreement with Nebraska
Department of Roads**

Staff Contact: Robert Sivick

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney
Meeting: January 27, 2015
Subject: Race for GRACE Agreement with NDOR
Item #'s: G-11
Presenter(s): Robert Sivick, City Attorney

Background

Council has previously approved allowing the 5th Annual Race for GRACE to be allowed on 2nd Street within the corporate limits of the City.

Discussion

Specific language is needed in the Resolution passed by the Council for the Nebraska Department of Roads to allow the closure of part of Lincoln Highway/2nd Street. Council has previously approved this route and the road closure. The purpose of this resolution is to get specific language needed by the NDOR to allow the road closure.

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 Resolution 2015-24.

Sample Motion

Move to approve Resolution 2015-24.

R E S O L U T I O N 2015-24

WHEREAS, in Resolution 2014-366 this Council approved the use of City streets and State highway for the 5th Annual Race for GRACE on April 11, 2015; and

WHEREAS, specific wording is required by the Nebraska Department of Roads (NDOR) pursuant to Neb. Rev. Stat §39-1359; and

WHEREAS, the City accepts the duties set out in Neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fee, that may arise as a result of the special event, more specifically defined as the 5th Annual Race for GRACE to be held on April 11, 2015; and

WHEREAS, the route for the special event necessitates the closure of Lincoln Highway (2nd Street) beginning at Cleburn Street and ending at Oak Street, Grand Island Nebraska; and

WHEREAS, the special event will be held on April 11, 2015, with the control of Lincoln Highway being assumed by the City at 5:00 a.m. on April 11, 2015, and ending at 12:00 p.m. April 11, 2015, at which time control of Lincoln Highway shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Notice of use of City streets and State highway to accommodate the 5th Annual Race for GRACE on April 11, 2015 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Roads shall be notified of the approved route and this Notice.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 27, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ January 23, 2015 <input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-12

#2015-25 – Approving Basic EMS Field Training Experience with Occupational Health and Safety Services

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Russ Blackburn, GIFD EMS Division Chief

Meeting: January 27, 2015

Subject: Training Contract

Item #'s: G-12

Presenter(s): Russ Blackburn, GIFD EMS Division Chief

Background

The City of Grad Island has been asked to provide in-field training and experience for students of the emergency medical training program with Occupational Health and Safety Services. We have provided this opportunity to other educational institutions in the past and this agreement will allow us to continue this program.

Discussion

This program allows students to receive field training and experience that allows them to apply what they have learned in the class room. Under the supervision of an experienced paramedic the student has the opportunity to learn from real world experiences. This contract is the standard contract used with all other training agencies that send student to ride-along with the Fire Department.

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 this contract.

Sample Motion

Move to approve the training contract with Occupational Health and Safety Services.

AGREEMENT BASIC EMS TRAINING FIELD EXPERIENCE

THIS AGREEMENT made this ____ day of _____ by and between Occupational Health and Safety Services; hereinafter referred to as “**Agency**,” and the City of Grand Island, a municipal corporation hereinafter referred to as “**City**”, 100 East First Street, PO Box 1968, Grand Island, Nebraska 68802.

WHEREAS, the parties of the Agreement wish to provide adequate instruction as well as field training experience and observation for the students of the Agency registered in the EMS Training Program; and

WHEREAS, the **City** maintains facilities suitable for said instruction and experience.

NOW THEREFORE BE IT RESOLVED, that this Agreement is entered into under the following conditions:

General Conditions:

- (1) This agreement does not contemplate the payment of any fees or remuneration by either party to the other.
- (2) Neither the students nor the **Agency** instructors shall be deemed employees of the **City** and are not eligible for compensation or benefits. There shall be no monetary consideration paid by the **Agency** or to the **City** for the services of said students or instructors.
- (3) The assigned personnel of the **City** and the faculty of the **Agency** assigned to teach in the programs shall cooperate in providing a sound educational environment for effective patient care. Such persons may confer at such times as may be mutually agreed upon to evaluate the education program.
- (4) The **City**, in consultation with the faculty responsible for the Basic EMS Training program shall schedule and arrange for times when students shall be present and the number of students present in such a manner so as not to interfere with the day-to-day operation of the **City**.
- (5) Neither the **Agency** nor the **City** shall discriminate against any employee, applicant or student for employment or registration in its course of study because of race, color, religion, sex, national origin, handicap, special disabled veteran’s status or Vietnam era veteran’s status. Both parties

agree to comply with the Educational Rights and Privacy Act of 1974, as amended governing the privacy of student records.

- (6) Students shall be subject to the **City** policies and to the same obligations to maintain confidentiality of the **City** patient records as applies to the **City** staff. A determination that a student has violated the confidentiality requirements of the **City** will be grounds for immediate termination of their service at the **City**. **Agency** will provide students with basic instruction regarding HIPAA privacy rules.
- (7) The **Agency** reserves the right and discretion to withdraw those students whose work or conduct may have a detrimental effect on the program or whose program and achievement, in the opinion of the **Agency**, do not justify their continuance in the program. The **City** reserves the right to prohibit a student from training at the **City** whose conduct may have detrimental effect on patients or who does not adhere to existing rules and regulations of the **City**, and to all reasonable rules and regulation of the **City**.

Responsibilities of the Agency:

- (1) The **Agency** shall use proper administrative procedure in planning for observation and/or field training experience and to have qualified instructors for the Basic EMS Training program. The **City** will have the right to refuse the program instructor's participation in the training, and the **City** will have this right of rejection without cause.
- (2) The **Agency** shall adhere to existing rules and regulations of the **City** and to insure that its students and faculty at all times adhere to those rules and regulations.
- (3) The **Agency** shall contact the **City** at least fourteen (14) days prior to the arrival of students in order to properly plan for their training.
- (4) The **Agency** shall provide requested demographic, academic and health information, including proof of basic life support certification (CPR), current immunizations and/or testing for measles, mumps, rubella, skin test for tuberculosis (proof of negative chest x-ray when indicated) and Hepatitis B (or a signed waiver) for all students scheduled for field training experience with the **City**.
- (5) The **Agency** shall provide proof of Bloodborne Pathogen and Infection Control training within the past twelve (12) months for all students scheduled for field training experience with the **City**. If a blood/body fluid exposure occurs to a student while caring for a patient, the **Agency** is

responsible for the follow-up procedures for the students defined by state/federal OSHA regulations.

- (6) (a) The **Agency** agrees to indemnify and hold harmless the **City** against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon the **City** for damage because of bodily injuries, including, but not limited to, death at any time resulting there from, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the terms of this Agreement. However, this hold harmless and indemnification agreement by the **Agency** does not extend to instances and consequences in which the **City** employees, in the course of supervision and instruction, are solely negligent, engage in intentional torts or any intentional misconduct not covered by the **Agency's** liability insurance policy.
- (b) The **City** shall not be called upon to assume charge of the settlement or defense of any claim made or suit, brought or pending, instituted by the **Agency**, but the **City** shall have the right and shall be given the opportunity to associate with the **Agency** in the defense and control of any suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve, the **City**, in which event the **Agency** shall cooperate in all things in the defense of such claim, suit or proceeding. But this paragraph shall not apply to instances and harm caused by the intentional torts or willful misconduct of **City** employees when such is not covered by the **Agency's** liability insurance policy.
- (c) It is agreed that neither any termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the **Agency** from the obligation to indemnify the **City** as to any claim or cause of action asserted against the **City** so long as the event upon which said claim or cause of action is predicted shall have occurred prior to the effective date of such termination or completion.
- (d) The **Agency** shall provide and maintain worker's compensation insurance for its employees and general liability insurance, professional liability insurance and/or self-insurance coverage in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for students and faculty through a combination of insurance and qualification under and participating in the Nebraska Hospital Medical Liability Act for bodily injury or death on account of alleged errors, omissions and/or negligent acts in the performance of professional services.
- (7) The **Agency** or its students shall provide necessary textbooks and classroom supplies, if needed, in conjunction with the field training internship practice. The **City** assumes no responsibility for any loss or

theft of personal belongings of the **Agency** or the students enrolled in the **Agency's** courses.

- (8) The **Agency** will keep the **City** informed of changes in policy which may affect the students training at the **City**.

Responsibilities of the City:

- (1) The **City** shall provide training appropriate for learning experience by the students. Both parties will agree upon those patient care activities in which students may participate during the field experience.
- (2) The **City** will provide on-site supervision of the student and has the right to determine the level of participation in such patient care activities.
- (3) The **City** will provide orientation for the **Agency** staff so as to enable the **Agency** staff to coordinate their inner-classroom instruction.
- (4) The **City** shall provide emergency health care to students for any accident or illness occurring on the **City's** premises at the cost of the student. The **City** requires that a report be filed immediately with the **City** and **Agency** if the student has an accident or becomes ill while receiving training.
- (5) The **City** shall permit **Agency** students and members of the **Agency** faculty connected with the education program to use, at their own expense, the cafeteria and/or dining facilities available to **City** employees.
- (6) The **City** will keep the **Agency** faculty informed of changes in policy, which affect faculty and student.

Termination of Agreement:

This Agreement shall commence upon execution by both parties, and shall continue indefinitely until terminated by either party upon sixty (60) days advance written notice to the other. In the event that either party reasonably determines, based on the advice of legal counsel or otherwise, that the continuation of the Agreement will subject a party to liability for violation of federal or state law, then either party may terminate this Agreement immediately upon written notice to the other.

Miscellaneous Provisions:

- (1) Neither party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to the Agreement or for any

act or omission of the other party or its officers, employees or agents, and both parties agree to indemnify and hold the other harmless from any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused or arise out of their own omission, fault, negligence or other misconduct by their employees, independent contractors or volunteers in connection with the Agreement.

- (2) This Agreement may not be assigned or transferred by either party without written consent of the other.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hands and seals on this _____ day of _____, 2015.

By: Earl Rudolph
Earl Rudolph (Name)
OWREP CHS (Title)

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____

Attest: _____

RESOLUTION 2015-25

WHEREAS, a training contract has to be in place for Emergency Medical students from a training agency to get field experience with Grand Island Fire Department; and

WHEREAS, students from Occupational Health and Safety Services would like to do their field training with the Grand Island Fire Department; and

WHEREAS, this is a standard contract we use with all of the training agencies that send us students for field experience.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to sign the training contract between Occupational Health and Safety Services and the City of Grand Island so their students may do their field training with the Grand Island Fire Department.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 27, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
January 23, 2015	▣ City Attorney



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-13

**#2015-26 – Approving Purchase of 2015 Ford Explorer from State
Bid for the Fire Department**

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief
Meeting: January 27, 2015
Subject: Purchase 2015 Ford Explorer
Item #'s: G-13
Presenter(s): Cory Schmidt, Fire Chief

Background

The City Council approved the purchase of a staff vehicle in the 2015 budget for a budgeted amount of \$30,000. The Fire Department would move a 2002 Ford Explorer currently used by the EMS Division Chief for daily use and emergency response to nonemergency use by a life safety inspector.

Discussion

The Grand Island Fire Department would like to replace the 2002 Ford Explorer with a 2015 Ford Explorer with Council approval. The 2015 State bid vehicle per contract Number 14150 OC is for a large sport utility seven passenger vehicle with a base price of \$26,997 with extra cost of \$275 for reverse sensing system and \$295 for drop shipment charges for a total cost \$27,567. The state contract is with Anderson Ford Lincoln Mercury Mazda of Lincoln NE.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of the 2015 Ford Explorer utilizing State bid from Anderson Ford in Lincoln NE in the amount of \$27,567.

Sample Motion

Move to approve the purchase of the 2015 Ford Explorer for use by the Grand Island Fire Department.

STATE OF NEBRASKA CONTRACT AWARD

PAGE 1 of 5	ORDER DATE 10/29/14
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NEBRASKA 68501-3644	

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14150 OC

Secondary Award
E85 Award

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

2015 Production Year

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4822 OF

2015 or Current Production Year, LARGE SPORT UTILITY VEHICLE 7 PASSENGER, as per the attached specifications, terms and conditions for the 2015 Production Year.

See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Ford Explorer 4X4

Delivery: 90 Days ARO.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes

Dianna Gilliland 10-29-14
BUYER 10-30-14
10-31-14

STATE OF NEBRASKA CONTRACT AWARD

PAGE 2 of 5	ORDER DATE 10/29/14
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14150 OC

debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor's bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
Fax: N/A
E-Mail: bobbyc@andersonautogroup.com

(bl 10/29/14)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2015 LARGE SUV FORD EXPLORER 4X4	1.0000	EA	26,997.0000
2015 or Current Production Year Large Sport Utility Vehicle 7 Passenger				

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 3 of 5	ORDER DATE 10/29/14
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
14150 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Series, Code, Trim Level: K8B, 100A, Base			
	Engine: 3.5L			
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
2	2015 E85 LARGE SUV FORD EXPLORER 4X4	1.0000	EA	26,997.0000
	2015 or Current Production Year E85 Large Sport Utility Vehicle 7 Passenger			
	E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)			
	Engine: 3.5L			
	Series Code, Trim Level: K8B, 100A, Base			
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
	OPTIONS:			
3	ADDITIONAL REMOTE FOB FROM MANUFACTURER	1.0000	EA	150.0000
4	STANDARD PAINT	1.0000	EA	0.0000
5	EXTRA COST PAINT RUBY RED WHITE PLATINUM	1.0000	EA	395.0000
6	TRAILER TOWING PACKAGE (DEDUCT)	1.0000	EA	-150.0000
7	TWO WHEEL DRIVE MODEL FWD (DEDUCT)	1.0000	EA	-1,050.0000
8	PROTECTIVE SAFETY CAGE POSITION DETERMINED BY THE FLEET MANAGER	1.0000	EA	695.0000
9	REVERSE SENSING SYSTEM IF AVAILALBE FROM FACTORY	1.0000	EA	275.0000
10	DROP SHIPMENT CHARGES	1.0000	EA	295.0000

Opj

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14150 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	OUTSIDE THE LINCOLN AREA ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT			
11	PROTECTIVE VINYL BODY MOLDING DEALER INSTALLED IF NOT STANDARD EQUIPMENT	1.0000	EA	295.0000



DPY

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

R E S O L U T I O N 2015-26

WHEREAS, the City Council approved the purchase of a staff vehicle in the 2015 budget; and

WHEREAS, the Fire Department needs to replace a 2002 Ford Explorer is due to be replaced; and

WHEREAS, a 2015 Ford Explorer may be purchased on State bid from Anderson Ford of Lincoln NE for the amount of \$27,567.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to allow the Fire Department to purchase the 2015 Ford Explorer from Anderson Ford of Lincoln NE utilizing State bid Contract Number 14150 OC for the price of \$27,567.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 27, 2015.

Jeremy L Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 23, 2015	☐ City Attorney



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item G-14

#2015-27 - Approving Setting Board of Equalization Hearing to Determine Benefits - 2010, 2013 & 2014 Weed/Nuisance Abatement Program

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: January 27, 2015

Subject: Setting Board of Equalization Hearing to Determine Benefits – 2010, 2013 and 2014 Weed/Nuisance Abatement Program

Item #'s: G-13

Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

The Grand Island City Code contains a procedure for abating nuisances such as excessive growths of weeds, unsafe buildings, and litter. If the owners do not comply with notices to abate these nuisances, the City follows one or more avenues to do the work and bill the property owner. If the owner fails to pay the bill, the City is authorized to levy an assessment on the property for the amount of the abatement expenses.

Discussion

The City Council, sitting as the Board of Equalization, will be asked to determine the benefits for the nuisance abatement program that took place during 2010, 2013 and 2014. A Board of Equalization hearing date must be set and notice given before the City may determine benefits and levy special assessments by ordinance on the properties. A hearing date of February 24, 2015, at 7:00 p.m. is suggested.

Alternatives

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

1. Set a hearing date and direct that notice be given according to law.
2. Continue the issue to a later date.

Recommendation

City Administration recommends that the Council set a Board of Equalization hearing for February 24, 2015 at 7:00 p.m. and direct that notice be given according to law.

Sample Motion

Move to sit as a Board of Equalization to determine the benefits of nuisance abatement on February 24, 2015 at 7:00 p.m. and give notice according to law.

RESOLUTION 2015-27

WHEREAS, pursuant to Article III of Chapter 17 of the Grand Island City Code, for reason of the failure of the owners, agents, occupants, or persons in possession, charge, or control of lots, tracts, or parcels of land in the City to comply with the notices of the City Council in regard to the cutting and removing of weeds and other rank growth of vegetation, such weeds and other rank growth of vegetation were caused to be removed by the City, and the actual expenses thereof have been audited and paid by the City; and

WHEREAS, the owners, agents, occupants, or persons in possession, charge or control of lots, tracts or parcels of land whereon such weeds and other rank growth of vegetation were caused to be cut by the City and are in default of payment of the expenses and costs incurred by the City therefore; and

WHEREAS, the Finance Department for the City has reported the expenses and costs of such weed cutting to the City Council and recommends that the City Council sit as a Board of Equalization to assess the expenses and costs thereof to the respective lots, tracts, or parcels of land.

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

1. The report of the Finance Department for the City pertaining to the cutting of weeds and other rank growth of vegetation is hereby accepted.
2. The City Council shall sit as a Board of Equalization to determine the benefits of such weed cutting on February 24, 2015 at 7:00 p.m.
3. The City Clerk shall give notice, as required by Section 16-707, R.R.S. 1943, as amended, by one publication in the Grand Island Independent that the City Council will sit as a Board of Equalization on the date and time set forth above, at least ten (10) days prior thereto; and further, that the City Clerk, within five (5) days after the date of publication of the above notice and ten (10) days prior to the meeting, shall send by U.S. mail, a copy of the published notice to each and every party appearing to have a direct legal interest in such proceeding whose name and post office addresses are known, in accordance with the provisions of Section 25-520.01, R.R.S. 1943, as amended.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 27, 2015.

Jeremy Jensen, Mayor

Attest:

Approved as to Form	<input type="checkbox"/>	_____
January 23, 2015	<input type="checkbox"/>	City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item I-1

**#2015-28 – Consideration of Authorizing Requests for Proposals
for Management of the Police and Fire Pension Plans**

Staff Contact: Robert Sivick

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: January 27, 2015

Subject: Consideration of Authorizing Requests for Proposals for Management of the Police and Fire Pension Plans

Item #'s: I-1

Presenter(s): Robert J. Sivick, City Attorney

Background

In 1983 the Nebraska Legislature passed LB237 which contained the Police Officers Retirement Act, codified in Article 10(a) of Chapter 16, §§16-1001 - 1019 of the Nebraska Revised Statutes. That same year in conjunction with the Police Officers Retirement Act, the Legislature also passed LB531 which contained the Firefighters Retirement Act, codified in Article 10(b) of Chapter 16, §§16-1020 – 1042 of the Nebraska Revised Statutes. Both Acts and the resulting statutes addressed issues regarding pensions for police officers and firefighters employed by Cities of the First Class.

Nebraska Revised Statutes §16-1014 states in part,

A retirement committee shall be established to supervise the general operation of the retirement system established pursuant to the Police Officers Retirement Act. The governing body of the city shall continue to be responsible for the general administration of such retirement system unless specific functions or all functions with regard to the administration of the retirement system are delegated, by ordinance, to the retirement committee. Whenever duties or powers are vested in the city or the retirement committee under such sections or whenever such sections fail to specifically allocate the duties or powers of administration of the retirement system, such powers or duties shall be vested in the city unless such powers or duties have been delegated by ordinance to the retirement committee

Nebraska Revised Statutes §16-1034 states in part,

A retirement committee shall be established to supervise the general operation of the retirement system. The governing body of the city shall be responsible for the general administration of such retirement system unless specific functions or all functions with regard to the administration of the retirement system are delegated, by ordinance, to the retirement committee...

Whenever sections 16-1020 to 16-1042 fail to address the allocation of duties or

powers in the administration of the retirement system, such powers or duties shall be vested in the city unless such powers or duties have been delegated by ordinance to the retirement committee.

A search of City records indicates the Grand Island City Council (Council) as the governing body of the City of Grand Island (City) never delegated any authority pursuant to §16-1014 or §16-1034 to the Police or Fire Pension Committees respectively.

On May 5, 2014 a joint meeting of the Police and Fire Pension Committees was held. At that meeting both committees approved resolutions requesting the Council grant authority to the committees to issue Requests for Proposals (RFP) for the management of the respective pension plans. The Resolution before you for consideration tonight will authorize the committees to issue RFPs on a one time basis for management of the plans.

Discussion

The Police and Fire Pension Committees' authority is limited to ministerial duties set forth in Neb. Rev. Stat. §16-1017 and §16-1037 respectively. Any additional authority must be delegated by the Council. Most importantly, the Committee is subordinate to the authority of the Council as the governing body of the City. The Council has in the past two years been reluctant to delegate its authority for general management of the Police and Fire retirement systems. On February 19, 2013 the Council approved Resolution 2013-46 definitively setting forth the authority of the Police Pension Committee and the powers reserved to the Council. Accordingly, the matter before you does not take the form of an Ordinance which would permanently delegate Council authority to the pension committees but a Resolution which would authorize RFPs on a one time basis.

Alternatives

It appears 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

The City Administration has no recommendation.

Sample Motion

Move to approve.

RESOLUTION 2015-28

WHEREAS, Article 10(a) of Chapter 16 of the Nebraska Revised Statutes sets forth the laws governing the pensions of police officers employed by Cities of the First Class; and

WHEREAS, §16-1014 of the Nebraska Revised Statutes states in part,
A retirement committee shall be established to supervise the general operation of the retirement system established pursuant to sections 16-1001 to 16-1019. The governing body of the city shall continue to be responsible for the general administration of such retirement system unless specific functions with regard to the administration of the retirement system are delegated, by ordinance, to the retirement committee. Whenever duties or powers are vested in the city or the retirement committee under such sections or whenever such sections fail to specifically allocate the duties or powers of administration of the retirement system, such powers or duties shall be vested in the city unless such powers or duties have been delegated by ordinance to the retirement committee.; and

WHEREAS, Article 10(b) of Chapter 16 of the Nebraska Revised Statutes sets forth the laws governing the pensions of firefighters employed by Cities of the First Class; and

WHEREAS, §16-1034 of the Nebraska Revised Statutes states in part,
A retirement committee shall be established to supervise the general operation of the retirement system. The governing body of the city shall be responsible for the general administration of such retirement system unless specific functions or all functions with regard to the administration of the retirement system are delegated, by ordinance, to the retirement committee... Whenever sections 16-1020 to 16-1042 fail to address the allocation of duties or powers in the administration of the retirement system, such powers or duties shall be vested in the city unless such powers or duties have been delegated by ordinance to the retirement committee.

WHEREAS, §§16-1017 and 16-1037 of the Nebraska Revised Statutes sets forth specific ministerial duties of the Grand Island Police and Fire Pension Committees respectively and confines those duties to providing information and reports to participants in the Grand Island Police and Fire Retirement Systems and certain governmental officials of the State of Nebraska; and

WHEREAS, the Grand Island City Council as the governing body of the City of Grand Island has never delegated any authority to either the Police or Fire Pension Committees beyond that set forth in §§16-1017 and 16-1037 of the Nebraska Revised Statutes; and

WHEREAS, the authority of both the Police and Fire Pension Committees is subordinate to the authority of the City Council; and

WHEREAS, the members of the Police and Fire Pension Committees are obligated by law and specifically §§16-1014 and 16-1034 of the Nebraska Revised Statutes to implement, adhere to, and obey the policies and directives of the City Council in the administration of the City's Police and Fire Retirement Systems; and

Approved as to Form	by _____
January 23, 2015	City Attorney

WHEREAS, the Council has learned of Resolutions approved by both the Police and Fire Pension Committees seeking authority from the Council for those committees to issue Requests for Proposals for the management of the Police and Fire Pension Plans; and

WHEREAS, the Council believes it acceptable to grant authority on a one time basis to the Police and Fire Pension Committees to issue Requests for Proposals for the management of the Police and Fire Pension Plans, directs City staff to take all necessary action to do so, and limits that authority by requiring any contracts for management of the Police and Fire Pension Plans be approved by the Council no later than December 31, 2015.

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

That the Police and Fire Pension Committees are granted authority on a one time basis to issue Requests for Proposals for the management of the Police and Fire Pension Plans, City staff is directed to take all necessary action to do so, and such authority will expire once any contracts for management of the Police and Fire Pension Plans are approved by the Grand Island City Council or December 31, 2015, whichever occurs sooner.

Adopted by the City Council of the City of Grand Island, Nebraska, January 27, 2015.

Jeremy L. Jensen, Mayor

ATTEST:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 27, 2015

Council Session

Item J-1

Approving Payment of Claims for the Period of January 14, 2015 through January 27, 2015

The Claims for the period of January 14, 2015 through January 27, 2015 for a total amount of \$6,115,868.78. A MOTION is in order.

Staff Contact: William Clingman