
City of Grand Island



Wednesday, November 12, 2014
Council Session Packet

City Council:

Linna Dee Donaldson
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Kent Mann
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Mark Stelk

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

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 Sheri Lodel, Calvary Lutheran Church, 1304 North Custer Avenue

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

Wednesday, November 12, 2014
Council Session

Item C-1

Proclamation “Homeless Hunger and Awareness Week” November 16-22, 2014

November 16-22, 2014 is “National Homeless and Hunger Awareness Week”. There are many individuals in the greater Nebraska area who are homeless and hungry. The average age of the homeless individual in the Grand Island area is 22 and the average age of a homeless child is 5. The Mayor has proclaimed the week of November 16, 2014 as "Homeless and Hunger Awareness Week". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

WHEREAS, the week of November 16th to November 22nd has been declared National Homeless and Hunger Awareness Week and is recognized as such across the nation; and

WHEREAS, Governor Heinemann proclaimed this week as such on November 12, 2014; and

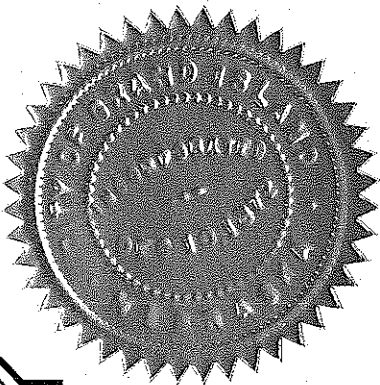
WHEREAS, in Grand Island and Central Nebraska on any given night in 2014, 260 individuals are homeless, 119 children are homeless, the average age of a homeless individual is 22 and the average age of a homeless child is 5.

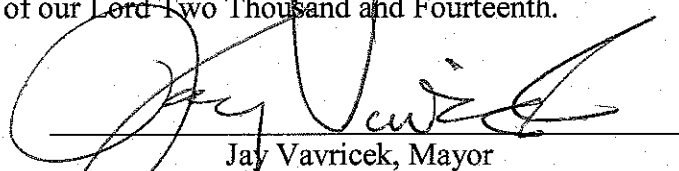
NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of November 16-22, 2014 as

***"HOMELESS AND HUNGER
AWARENESS WEEK"***


in the City of Grand Island.

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




Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Wednesday, November 12, 2014
Council Session

Item G-1

Approving Minutes of October 28, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

October 28, 2014

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 October 28, 2014. Notice of the meeting was given in *The Grand Island Independent* on October 22, 2014.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Linna Dee Donaldson, Chuck Haase, Mitch Nickerson, Peg Gilbert, John Gericke, Mark Stelk, Mike Paulick, and Vaughn Minton. Councilmember Julie Hehnke was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Treasurer and Finance Director Jaye Monter, Assistant City Attorney Stacy Nonhof, and City Engineer and Public Works Director John Collins.

INVOCATION was given by Pastor Bill Rowland, Beacon of Hope Church, 2525 West State Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Mitzy Matul-Diaz.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "National Adoption Month" November, 2014. Mayor Vavricek proclaimed the month of November, 2014 as "National Adoption Month". Child and Family Services Administrator Casey Smith was present to receive the proclamation.

SPECIAL ITEMS:

Approving Appointment of Yolanda Chavez Nuncio to City Council Ward 1. Mayor Vavricek submitted the appointment of Yolanda Chavez Nuncio to City Council Ward I to replace Kent Mann.

Lisa Avila O'Connor, 325 Ponderosa Drive spoke in support. Comments were made by Council concerning the process, timing, and phone calls received opposing this appointment. Ms. Nuncio spoke about diversity being an issue in our community.

Motion by Nickerson, second by Minton to approve the appointment. Upon roll call vote, Councilmember Nickerson voted aye. Councilmembers Minton, Paulick, Stelk, Gericke, Gilbert, and Donaldson voted no. Councilmember Haase abstained. Motion failed.

PUBLIC HEARINGS:

Public Hearing on Request from Arts and Drafts LLC dba Arts and Drafts, 214 & 216 North Locust Street for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an

application for a Class “I” Liquor License had been received from Arts and Drafts LLC dba Arts and Drafts, 214 & 216 North Locust Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on October 6, 2014; notice to the general public of date, time, and place of hearing published on October 18, 2014; notice to the applicant of date, time, and place of hearing mailed on October 6, 2014; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. No public testimony was heard.

Public Hearing on Request from Third City Christian Church for a Conditional Use Permit for a Temporary Parking Lot Extension located at 4100 West 13th Street. Building Department Director Craig Lewis reported that a request had been received from Third City Christian Church to allow for the renewal of a parking lot located at 4100 West 13th Street. Staff recommended approval with the condition that 1) a landscape buffer included within the required 25’ front yard setback along the south boundary adjacent to 13th Street needed to be provided to comply with setback requirements of the City Code, and 2) the responsibility of controlling any dust created from the lots needed to be addressed by the applicant during any dry months throughout the duration of the use. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 924 Claude Road (Buehler Properties, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 924 Claude Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place underground conduit, cable, and a pad-mounted transformer to provide new three phase service to a new building being constructed by Lift Solutions. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (John Menard). Public Works Director John Collins reported that acquisition of a public utility easement was needed for the North Interceptor Phase II, Part C project. The easement would allow for construction, operation, maintenance, extension, repair, replacement and removal of public utilities within the easement. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement in Rainbow Lake Sixth Subdivision (SSB Development, LLC). Public Works Director John Collins reported that acquisition of a public utility easement was needed for Rainbow Lake Sixth Subdivision. The easement would allow for placement and maintenance of utilities within the Subdivision to allow for further housing development. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan for CRA Area 9 located at 2228 N. Webb Road known as Northwest Commons or the former “Grand Island Mall”. Regional Planning Director Chad Nabity reported that the developer for Northwest Commons intended to use Tax Increment Financing (TIF) and an occupation tax in an Enhanced Employment Area (EEA) to aid in renovation of the existing retail space located at 2228 N. Webb Road. Council was asked to consider the plan amendment, contract for TIF and EEA bonds and the passage of

an occupation tax on the area as a source of funding for the EEA bonds. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9507 - Consideration of Vacation of a Utility Easement Located in Copper Creek Estates Fifth Subdivision (The Guarantee Group, LLC)

#9508 – Consideration of Amending Chapter 15 of the Grand Island City Code Regarding the 2014 National Electric Codes

#9509 – Consideration of Approving the Enhanced Employment Area Occupation Tax

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on 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 aye. Motion adopted.

#9507 - Consideration of Vacation of a Utility Easement Located in Copper Creek Estates Fifth Subdivision (The Guarantee Group, LLC)

Public Works Director John Collins reported that the developer/property owner of Copper Creek Estates Fifth Subdivision requested the vacation of a utility easement to support the development of Lots 6 and 7. The easement was not necessary to accommodate existing or proposed utilities. Staff recommended approval.

Motion by Gilbert, second by Gericke to approve Ordinance #9507.

City Clerk: Ordinance #9507 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9507 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 Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9507 is declared to be lawfully adopted upon publication as required by law.

#9508 – Consideration of Amending Chapter 15 of the Grand Island City Code Regarding the 2014 National Electric Codes

Building Department Director Craig Lewis reported that the 2014 National Electric Code (NEC) was the current edition of the national standard for the installation of electrical wiring systems. The proposed amendment to Chapter 15 of the Grand Island City Code would adopt the current edition of the National Electric Code.

Motion by Donaldson, second by Minton to approve Ordinance #9508.

City Clerk: Ordinance #9508 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9508 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 Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9508 is declared to be lawfully adopted upon publication as required by law.

RESOLUTION:

#2014-338 - Consideration of Amendment to the Redevelopment Plan for CRA Area 9 located at 2228 N. Webb Road known as Northwest Commons or the former "Grand Island Mall". This item related to the aforementioned Public Hearing.

Motion by Haase, second by Gericke to approve Resolution #2014-338. Upon roll call vote, all voted aye. Motion adopted.

ORIDINANCE:

#9509 – Consideration of Approving the Enhanced Employment Area Occupation Tax

Regional Planning Director Chad Nabity reported Ordinance #9509 related to the aforementioned Public Hearing regarding the Northwest Commons area and would levy a retail business occupation tax on or before October 1, 2015.

Motion by Haase, second by Donaldson to approve Ordinance #9509.

City Clerk: Ordinance #9509 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9509 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 Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9509 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Donaldson, second by Minton to approve the Consent Agenda excluding G-3 (Appointment to CRA Board) and G-15 (#2014-330). Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 14, 2014 City Council Regular Meeting.

Approving Appointment of Jeremiah Krantz to the Downtown Business Improvement District 2013 Board.

Approving Appointment of Glenn Wilson to the Community Redevelopment Authority. Mayor Vavricek commented on the qualifications of Mr. Wilson to this board. Motion by Gilbert, second by Haase to approve the appointment of Glenn Wilson. Upon roll call vote, all voted aye. Motion adopted.

Approving Re-Appointments of Ray O'Connor and Tom O'Neill and Appointments of Ken Staab and Gail Yenny to the Citizens Advisory Review Committee.

#2014-320 - Approving the Purchase of Data 911 Mobile Video Systems for the Police Department with Data 911 in an Amount of \$7,210.00.

#2014-321 - Approving Acquisition of Utility Easement - 924 Claude Road (Buehler Properties, LLC).

#2014-322 - Approving Bid Award - 2015 Complete Unit with Telescopic Aerial Platform and Chassis (Bucket Truck) for Platte Generating Station with Altec of Elizabethtown, KY in an Amount of \$104,217.00.

#2014-323 - Approving Change Order #2 with IES Commercial, Inc. of Holdrege, NE for Construction of Substation J for an Increase of \$74,889.00 and a Revised Contract Amount of \$2,654,567.38 and a Completion Deadline of November 28, 2014.

#2014-324 - Approving Contract Extension to September 30, 2015 with Paramount Linen and Uniform Rental from Kearney, NE for Uniform Rental for Utilities and Public Works Departments.

#2014-325 - Approving Change Order #1 for Surface Prep and Painting of Island Oasis Water Park with A1A Sandblasting from Cedar Rapids, IA for an Increase of \$4,000.00 and a Revised Contract Amount of \$51,300.00.

#2014-326 - Approving the Agreement with the National Joint Powers Alliance for Joint Material Purchases (Utilities Department).

#2014-327 - Approving Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Menard).

#2014-328 - Approving Temporary Construction Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Menard).

#2014-329 - Approving Acquisition of Public Utility Easement in Rainbow Lake Sixth Subdivision (SSB Development, LLC).

#2014-330 - Approving Amendment No. 1 for Interlocal Cooperative Agreement for Upper Prairie/Silver/Moores Flood Control Project. Public Works Director John Collins and Regional Planning Director Chad Nabity explained that in order for continued support by the City on the flood control project for the Upper Prairie/Silver/Moores Creek an amendment to the original agreement resolution obligating funds toward this project was required. Such amendment would add an additional funding obligation to the City of \$2,929,800, over an additional 5 year period. Such project total was estimated at \$29,000,000 with projected completion in 2020. The schedule was contingent upon receiving sufficient funds from the State and that the Corps of Engineers finishes their remediation by the end of 2015. Comments were made by Council regarding the importance of this project.

Motion by Nickerson, second by Minton to approve Resolution #2014-330. Upon roll call vote, all voted aye. Motion adopted.

#2014-331 - Approving Certificate of Final Completion for Handicap Ramp Project No. 2014-HC-1 with Galvan Construction Co. of Grand Island, NE.

#2014-332 - Approving Storm Water Management Plan Program Grant.

#2014-333 - Approving Authorization for the City to Participate in the Securities Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative and Related Matters.

REQUESTS AND REFERRALS:

Consideration of Request from Third City Christian Church for a Conditional Use Permit for Temporary Parking Lot Extension located at 4100 West 13th Street. This item related to the aforementioned Public Hearing. Pastor Scott Jones representing the Third City Christian Church commented on the expansion of the hard surface parking lot.

Motion by Gilbert, second by Donaldson to approve the request with conditions as specified during the Public Hearing. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2014-334 - Consideration of Request from Arts and Drafts LLC dba Arts and Drafts, 214 & 216 North Locust Street for a Class "I" Liquor License and Liquor Manager Designation for Jill Canfield, 1623 West 1st Street. This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Minton to approve Resolution #2014-334 contingent upon final inspections and completion of a state approved alcohol server/seller program. Upon roll call vote, all voted aye. Motion adopted.

#2014-335 - Consideration of Approving Contract with Life Line Billings Systems, LLC of Wautoma, WI for Emergency Medical Services and Fire Department Billing Services. Senior Accountant William Clingman reported that due to recent changes in the healthcare industry, a

third party vendor would be able to bring efficiency as well as expertise to the Emergency Management Services billing and collections as well as reduce staff by 1 FTE. Fire Chief Cory Schmidt and Finance Director Jaye Monter spoke in support.

Zachary Zoul, 2723 Brentwood Boulevard spoke in opposition.

Motion by Gilbert, second by Minton to approve Resolution #2014-335. Upon roll call vote, Councilmembers Minton, Gilbert, Nickerson, and Donaldson voted aye. Councilmembers Paulick, Gericke, and Haase voted no. Councilmember Stelk abstained. Motion failed.

#2014-336 - Consideration of Approving Designated Depositories and City Treasurer Authorizations. This item was removed from the agenda due to Resolution #2014-335 being denied.

#2014-337 - Consideration of Approving Amendment to Finance Personnel FTE Budget Allocation. This item was removed from the agenda due to Resolution #2014-335 being denied.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Paulick to approve the Claims for the period of October 15, 2014 through October 28, 2014, for a total amount of \$3,749,072.14. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:05 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Wednesday, November 12, 2014
Council Session

Item G-2

Approving Request for Liquor Manager Designation for Mitchelle Sheehan, 1510 N. Broadwell Avenue with Fiesta Latina/The Club, 2815 South Locust Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: November 12, 2014

Subject: Request from Mitchelle Sheehan, 1510 N. Broadwell Avenue for Liquor Manager Designation with Fiesta Latina/The Club, 2815 South Locust Street

Item #'s: G-2

Presenter(s): RaNae Edwards, City Clerk

Background

Mitchelle Sheehan, 1510 N. Broadwell Avenue has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Fiesta Latina/The Club, 2815 South Locust Street.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report. Mr. Sheehan has completed a state approved alcohol server/seller program.

Alternatives

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

1. Approve the requests.
2. Forward the requests with no recommendation.
3. Take no action on the requests.

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

Sample Motion

Move to approve the request from Michelle Sheehan, 1510 N. Broadwell Avenue for Liquor Manager Designation in conjunction with the Class "C-34765" Liquor License for Fiesta Latina/The Club, 2815 South Locust Street.

10/29/14
15:13

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 14:00:00 10/21/2014
Occurred before : 14:00:00 10/21/2014
When reported : 14:00:00 10/21/2014
Date disposition declared : 10/22/2014
Incident number : L14102057
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 2815 Locust St S
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 14150
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	196100	10/22/14	Fiesta Latina/The Club,	Business
Involved				
NM	17866	10/21/14	Sheehan, Mitchelle M	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT03	LT03 Bar/Night Club	

IMAGE CODES FOR INCIDENT:

Seq	Imag	Image code for a users description field
1	DOC	DOCUMENT mobile report

LAW INCIDENT NARRATIVE:

I received a Copy of a Liquor Manager Application from Mitchelle Sheehan for The Club.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	10:42:24 10/22/2014

Grand Island Police Department
Supplemental Report

Date, Time: Wed Oct 22 10:42:37 CDT 2014
Reporting Officer: Vitera
Unit- CID

I received a copy of a liquor manager application from Mitchelle Sheehan for Fiesta Latina/The Club located at 2815 S. Locust. While perusing the application, I noticed that out of the last 21 years, there have only been two periods where Mitchelle hasn't lived in Grand Island. He lived in Oklahoma for nine months between 2009 and 2010, and he lived in Texas for seven months between 2007 and 2008. His last two employers are listed as Wanda's Last Stop and the Peacock Lounge. Before that, he worked at the Firehouse, The Tank, and City Limits. Since I was aware of a few issues over the years at the Firehouse and The Tank, I sent out a Department-wide email asking all GIPD officers if anyone has had any contact with Mitchelle (good, bad, or otherwise). I didn't receive any responses. A few other areas of the application caught my attention. Mitchelle didn't disclose any criminal convictions, no one else is listed on the application, and Mithcelle said that he hasn't made application for a liquor license before.

I searched Mitchelle through Spillman and NCJIS. Spillman shows that Mitchelle has been cited for some traffic violations and was involved in a criminal mischief ten years ago. NCJIS shows Mitchelle has four convictions for speeding and two convictions for violating a traffic sign or signal. I did not find a conviction for criminal mischief. I did a general Internet search and found a couple of facebook pages with nothing on them. I also used a paid law enforcement-only database which indicates that Mithcelle may have had a bankruptcy in 2002 and four judgments against him with the last one being in 2009.

I called Mitchelle on 10/23/14 and asked him some questions about his application. I wondered how he knew that Fiesta Latina needed a liquor manager. Mitchelle said that he has driven by Fiesta Latina several times and noticed it wasn't open. Mitchelle approached the owner and asked him if he wanted some help running the bar. They came to an agreement. Mitchelle said they're going to try to have some pool and dart leagues, and he also wants to have a teen night once or twice a month. He

emphasized that they wouldn't sell any alcohol on teen night. He also said if a teen left the club, they would not be allowed to re-enter.

I also told Mitchelle that the question on the application about convictions includes traffic tickets. He said he didn't realize that and apologized. Mitchelle also verified that he declared bankruptcy shortly after he got divorced, and he has some outstanding judgments against him. The last question I asked was about him stating on the application that he had never applied for a liquor license before. I recalled that he had applied for a license at The Firehouse. Mitchelle said that he had to withdraw that application, so he didn't think it counted. Mitchelle acknowledged that if that application counted, he answered the question incorrectly and apologized.

All in all, while Mitchelle should have disclosed his traffic convictions, I didn't find any other more serious undisclosed convictions. He also should have disclosed that he has applied for a liquor license before, but his explanation was believable. Since I didn't get any responses from other GIPD members about Mitchelle, and none of the other omissions or inaccuracies were serious, I see nothing that would preclude Mitchelle from becoming the liquor manager at Fiesta Latina/The Club.



City of Grand Island

Wednesday, November 12, 2014
Council Session

Item G-3

Approving Request for Liquor Manager Designation for Barry Hopkins, 2212 W. Anna Street with Elks BPO Lodge 604, 631 South Locust Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: November 12, 2014

Subject: Request from Barry Hopkins, 2212 W. Anna Street for Liquor Manager Designation with Elks BPO Lodge 604, 631 South Locust Street

Item #'s: G-3

Presenter(s): RaNae Edwards, City Clerk

Background

Barry Hopkins, 2212 W. Anna Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Elks BPO Lodge 604, 631 South Locust Street.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

Alternatives

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

1. Approve the requests.
2. Forward the requests with no recommendation.
3. Take no action on the requests.

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

Sample Motion

Move to approve the request from Barry Hopkins, 2212 W. Anna Street for Liquor Manager Designation in conjunction with the Class "C-1463" Liquor License for Elks BPO Lodge 604, 631 South Locust Street contingent upon completion of a state approved alcohol server/seller program.

10/22/14
10:36

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 08:00:00 10/22/2014
Date disposition declared : **/**/****
Incident number : L14102124
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 631 Locust St S
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition :
Misc. number : RaNae
Geobase address ID :
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status : NCI Non-criminal Incident
= = = = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	57092	10/22/14	Elks BPOE 604,	Business
Involvement				
NM	65518	10/22/14	Hopkins, Barry L	Liquor Manager
NM	72411	10/22/14	Hopkins, Linda	Manager's
Spouse				

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT04	LT04 Church/Synagogue/Temple	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor Manager Application from Barry Hopkins for the Elks BPO Lodge 604.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Viterra D 318 Viterra D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Viterra D	09:28:17 10/22/2014

318

Grand Island Police Department
Supplemental Report

Date, Time: Wed Oct 22 09:28:28 CDT 2014
Reporting Officer: Viterra
Unit- CID

I received a copy of a liquor manager application from Barry Hopkins for the Elks BPO Lodge 604 located at 631 S. Locust. While perusing the application, I noticed that Barry is married to Linda Hopkins. Barry has lived in Grand Island since 1981, and Linda has lived in Grand Island since 1977. Linda signed a Spousal Affidavit of Nonparticipation form. Barry has worked for Mid-Nebraska Disposal since 1984, and neither Barry or Linda disclosed any criminal convictions.

I checked the Hopkins' through Spillman and NCJIS. Barry and Linda don't have anything in Spillman that would indicate any sort of criminal activity. NCJIS shows that Barry has three traffic convictions for speeding in 2002, 2004, and 2007. Linda has one speeding conviction from 2003. I did a general Internet search and couldn't pinpoint anything for either of them. I also searched a paid law enforcement-only database and didn't find anything damaging to the application.

All in all, the Hopkins' have lived in Grand Island for over thirty years and have no criminal record in Grand Island or Nebraska other than some traffic tickets. Barry has held a job at one location for thirty years. From the perspective of solely looking at records for indications of criminal activity, I found nothing that would preclude Barry Hopkins from becoming the liquor manager at the Elks Lodge 604.



City of Grand Island

Wednesday, November 12, 2014
Council Session

Item G-4

**#2014-339 - Approving Bid Award for Delta Street Drainage;
Project No. 2014-D-1**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: November 12, 2014

Subject: Approving Bid Award for Delta Street Drainage; Project No. 2014-D-1

Item #'s: G-4

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

Background

On September 23, 2014 the Engineering Division of the Public Works Department advertised for bids for Delta Street Drainage; Project No. 2014-D-1. The bid package for this project was sent to seven (7) potential bidders.

This project will improve drainage by extending the subsurface drainage & correcting the slope of the pavement.

Discussion

Two (2) bids were received and opened on October 21, 2014. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Price</i>
The Diamond Engineering Co. of Grand Island, NE	None	\$43,571.05
Philip Carkoski Construction of Loup City, NE	None	\$47,114.00

Both bids submitted are over the estimate of \$32,782.00, however with them being within 8% of each other they are both considered fair and reasonable. The smaller quantities on this project contribute to the higher item cost.

Funds are available in Account No. 10033506-85353 & 10033506-85213.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to The Diamond Engineering Co. of Grand Island, Nebraska in the amount of \$43,571.05.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 21, 2014 at 2:00 p.m.

FOR: Storm Sewer Improvements – Delta Street Drainage
Project No. 2014-D-1

DEPARTMENT: Public Works

ESTIMATE: \$32,782.00

FUND/ACCOUNT: 10033506-85213

PUBLICATION DATE: September 23, 2014

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Philip Carkoski Construction</u> Loup City, NE	<u>Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	The Ohio Casualty Ins. Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$47,114.00	\$43,571.05

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Keith Kurz, PW Engineer

P1769

RESOLUTION 2014-339

WHEREAS, the City of Grand Island invited sealed bids for Delta Street Drainage; Project No. 2014-D-1, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on October 21, 2014 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Co. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$43,571.05; and

WHEREAS, The Diamond Engineering Co.'s bid is considered fair and reasonable for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Co. of Grand Island, Nebraska in the amount of \$43,571.05 for Delta Street Drainage; Project No. 2014-D-1 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 7, 2014	☐ City Attorney



City of Grand Island

Wednesday, November 12, 2014
Council Session

Item G-5

**#2014-340 - Approving Concurrence of Bid Award to Paulsen, Inc.
for Capital Avenue Widening; Webb Road to Broadwell Avenue**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: November 12, 2014

Subject: Approving Concurrence of Bid Award to Paulsen, Inc.
for Capital Avenue Widening; Webb Road to
Broadwell Avenue

Item #'s: G-5

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

Background

All agreements must be approved by the City Council.

The Capital Avenue – Webb Road to Broadwell Avenue widening project will consist of removal of the existing 24' wide asphalt roadway and construction of new concrete pavement on Capital Avenue from Webb Road through Broadwell Avenue. The new roadway will consist of five lane curbed concrete pavement. Other improvements include construction of sidewalks and a concrete hike/bike trail, updated street lighting, and construction of new storm sewer. A pedestrian signal will be constructed approximately 1000' east of Webb Road to provide for safe crossing for users of the hike/bike trail.

This project will be coordinated with the North Interceptor Sanitary Sewer project.

This project will receive federal funding through the Surface Transportation Program (STP), which has typically been applied on an 80/20 basis. However, due to changes brought about by the new federal highway bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21) and the NDOR's Federal Fund Purchase Program beginning in March 2016, federal funding for this project has been capped. Reference is made to Resolution 2013-141 approved by City Council on May 14, 2013. At the time of this resolution this project was \$8,150,500 with a federal fund obligation cap of \$6,133,200.

Discussion

As specified in the Program Agreement with NDOR, the State advertised and conducted the letting for this project. Two bids were received and opened on October 23, 2014. The bids were submitted in compliance with the contract, plans and specifications. The bid tabulations are included with this Council item.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid</i>
Paulsen, Inc. of Cozad, NE	None	\$7,086,573.25
The Diamond Engineering Company of Grand Island, NE	None	\$7,437,800.72

Public Works and the NDOR Contracts Section have reviewed the bids and determined them to be acceptable. A recent increase in construction activity regionally is considered as one cause for contractors submitting higher bid prices. It is unlikely that re-advertising the project will result in lower bids.

Total project costs are now estimated to be \$10,166,053.50. Subtracting the federal capped funds of \$6,527,328.00 the local funding necessary to complete this project is estimated at \$3,638,725.50. This project will have a 35.8% local funding and a 64.2% federal funding. Breakdown of estimated costs are as follows:

Preliminary Engineering	\$533,217.28
Northwestern Energy	\$620,268.00
CenturyLink	\$272,389.00
Grand Island Utilities	\$725,000.0
Right-of-Way Acquisition	\$278,606.00
Construction	\$7,086,573.25
Construction Engineering	\$650,000 (<i>estimated</i>)
<i>Total Estimated Project Costs</i>	<i>\$10,166,053.53</i>

\$10,166,053.50 (*Total Estimated Project Costs*)

- \$ 6,527,328.00 (*Federal Funds Cap*)

\$ 3,638,725.50 (*Local Funding*)

The tentative start date for construction is June 1, 2015. The project is expected to be completed June 1, 2016. Public Works staff is currently in the process of negotiating the scope and fee for Construction Engineering services with Olsson Associates, Inc.

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 concurrence of bid award to Paulsen, Inc. of Cozad, Nebraska for the construction of Capital Avenue Widening; Webb Road to Broadwell Avenue.

Sample Motion

Move to approve the agreement.

RESOLUTION 2013-141

WHEREAS, the City of Grand Island Public Works Department prepared a Project Programming Request to the Nebraska Department of Roads for the Capital Avenue, Webb Road to Broadwell Avenue; and

WHEREAS, such request was approved by the Nebraska Department of Roads on April 5, 2011; and

WHEREAS, the total project cost was estimated at \$3,250,639, with \$650,129 being the responsibility of the City of Grand Island; and

WHEREAS, an agreement with the Nebraska Department of Roads was approved by Grand Island City Council through Resolution No. 2011-124 to proceed with this project; and

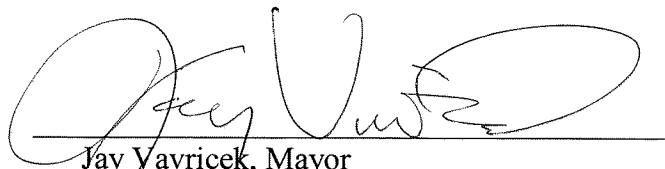
WHEREAS, Supplement Agreement No. 1 is necessary to show their commitment to delivering all Local Public Agency federal aid projects, NDOR will use the August Redistribution funds in FFY2013 and FFY2014 to provide for full federal participation for all First Class City STP projects that are currently programmed; and

WHEREAS, individual projects are to be capped at their current estimate; and


WHEREAS, the current total estimated cost for the Capital Avenue – Webb Road to Broadwell Avenue Project is \$8,150,500. The amount of Federal STP funds obligated to date is \$394,128.00. The program supplemental agreement caps the amount for future obligations at \$6,133,200.00/

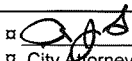
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 1 with the Nebraska Department of Roads for the construction of Capital Avenue; Webb Road to Broadwell Avenue Project is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2013.


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk

Approved as to Form	<input checked="" type="checkbox"/>	
May 13, 2013	<input checked="" type="checkbox"/>	City Attorney

R E S O L U T I O N #2014-340

WHEREAS, there has been signed by the City of Grand Island on the 24th day of May, 2011, and the State on the 3rd day of June, 2011, an agreement providing for the construction of a Federal Aid Project at the following location: Capital Avenue from Webb Road to Broadwell Avenue

, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as URB-5436(5), and

WHEREAS, the above mentioned agreement provided that the City would pay costs as set forth in the agreement, and

WHEREAS, the State and the City received bids for the construction of this project on October 23, 2014, at which time 2 bids were received for the construction of the proposed work, and

WHEREAS, the following contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

Paulsen, Inc., Cozad, NE

Grading, Concrete Pavement, Culverts, Water Main, Sanitary Sewer, Seeding, Electrical,

General Items: \$7,086,573.25

NOW THEREFORE, in consideration of the above facts, the City Council of the City of Grand Island, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.

2. The Council hereby concurs in the selection of the above mentioned contractor(s) for the items of work listed, to whom the contract(s) should be awarded.

3. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City.

DATED THIS _____ DAY OF _____, A.D. _____

CITY OF GRAND ISLAND

ATTEST:

(Mayor)

Council Member _____

(City Clerk)

Moved the adoption of said resolution.

Roll Call: _____ yea, _____ nay.

Resolution adopted, signed and billed as adopted.



City of Grand Island

Wednesday, November 12, 2014
Council Session

Item G-6

**#2014-341 - Approving Bid Award for One (1) 2015 Model
Tracked Waste Handler Dozer for the Solid Waste Division of the
Public Works Department**

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: November 12, 2014

Subject: Approving Bid Award for One (1) 2015 Model Tracked Waste Handler Dozer for the Solid Waste Division of the Public Works Department

Item #'s: G-6

Presenter(s): John Collins, P.E., Public Works Director

Background

On October 16, 2014 the Solid Waste Division of the Public Works Department advertised for a 2015 Model Tracked Waste Handler Dozer. Funds for the loader are in the approved 2013/2014 budget.

Discussion

One (1) bid was received and opened on November 3, 2014. The Solid Waste Division of the Public Works Department and the Purchasing Division reviewed the bid that was received. The dozer bid by Nebraska Machinery Company of Doniphan, NE meets all of the specifications. This dozer is a front-line piece of equipment that is utilized on a daily basis for pushing and spreading solid waste and cover material at the landfill.

This machine will simply replace the 2011 model dozer that is being sold back to Nebraska Machinery Company in the amount of \$211,092. This is the amount guaranteed by Nebraska Machinery Company from the purchase of the machine back in 2011 from the total cost of ownership bid process that we typically use to evaluate the most favorable bid when purchasing equipment. A picture of the machine that we are selling back to Nebraska Machinery Company is shown below.

Bidder	Base Price	Repurchasing Agreement	Net Cost of Ownership
Nebraska Machinery Company of Doniphan, NE	\$721,125	4 yrs or 9,250 hrs = \$185,000	\$536,125



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 Model Tracked Waste Handler Dozer from Nebraska Machinery of Doniphan, NE for the net cost of \$721,125 with a guaranteed repurchase agreement of \$185,000.

Sample Motion

Move to approve the purchase of the 2015 Model Tracked Waste Handler Dozer from Nebraska Machinery of Doniphan, NE for the net cost of \$721,125 with a guaranteed repurchase agreement of \$185,000.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 3, 2014 at 2:00 pm
FOR: One (1) 2015 Model Tracked Waste Handler Dozer
DEPARTMENT: Public Works
ESTIMATE: \$800,000.00
FUND/ACCOUNT: 50530043-85615
PUBLICATION DATE: October 16, 2014
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: NMC, Inc.
Doniphan, NE
Bid Security: Travelers Casualty & Surety Co.
Exceptions: Noted

Bid Price: \$721,125.00
Trade-In: \$211,092.00

Repurchasing Agreement:
1 year or 2,250 hours \$385,000.00
2 years or 4,500 hours \$290,000.00
3 years or 6,750 hours \$240,000.00
4 years or 9,250 hours \$185,000.00

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Assistant City Attorney

Jeff Wattier, Solid Waste Superintendent
Jaye Monter, Finance Director

P1773

RESOLUTION 2014-341

WHEREAS, the City Of Grand Island invited sealed bids for one (1) 2015 Model Tracked Waste Handler Dozer, according to specifications on file with the Public Works Department; and

WHEREAS, on November 3, 2014 bids were received, opened and reviewed; and

WHEREAS, NMC, Inc. of Doniphan, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, at a base price of \$721,125.00; and

WHEREAS, the base bid of NMC, Inc. is less than the estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of NMC, Inc. of Doniphan, Nebraska, at a base price of \$721,125.00, for a 2015 Model Tracked Waste Handler Dozer is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 7, 2014	▣ City Attorney



City of Grand Island

Wednesday, November 12, 2014
Council Session

Item G-7

**#2014-342 - Approving Amendment No. 1 to Agreement for
Engineering Consulting Services Related to Husker Highway
Sanitary Sewer Tap District No. 531T**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: November 12, 2014

Subject: Approving Amendment No. 1 to Agreement for Engineering Consulting Services Related to Husker Highway Sanitary Sewer Tap District No. 531T

Item #'s: G-7

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

Background

This project will plan, design and build the extension of the sanitary sewer interceptor at the North Road and Husker Highway intersection to extend sanitary sewer availability to a defined tap district area (to be determined) and elimination of lift station #23. Funding for this project is with the State Revolving Fund (SRF) loan through Nebraska Department of Environmental Quality (NDEQ).

On January 22, 2014 the Engineering Division of the Public Works Department advertised for Engineering Consulting Services for the proposed Husker Highway Sanitary Sewer Tap District No. 531T, with twelve (12) potential respondents.

Six (6) engineering firms submitted qualifications on February 6, 2014 for the engineering services for the proposed Husker Highway Sanitary Sewer Tap District No. 531T. Olsson Associates of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

On March 11, 2014, by Resolution No. 2014-55 the City entered into an agreement with Olsson Associates of Grand Island, Nebraska for engineering design services to determine the benefited area of proposed Husker Highway Sanitary Sewer Tap District No. 531T, in the amount of \$20,345.00.

All agreements must be approved by the City Council.

Discussion

The original agreement with Olsson Associates is now being supplemented to allow for utility survey, easement acquisition, geotechnical investigation, sanitary sewer design, project permitting and bid phase services. The increase in cost for Amendment No. 1 is \$147,122.00, for a revised agreement of \$167,467.00.

The benefited area of this sanitary sewer district will be determined through such consulting services, with a request to create a district to follow.

Upon creation of this tap district, at a later date, an additional amendment to the agreement will be brought before council to address final design and construction phase services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 1 to the original agreement with Olsson Associates of Grand Island, Nebraska, in the amount of \$147,122.00.

Sample Motion

Move to approve the resolution.

LETTER AGREEMENT AMENDMENT #1

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated March 24, 2014 between City of Grand Island ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Grand Island, NE

Project Description: Husker Highway Sanitary Sewer Tap District No. 531T

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

PHASE 500: UTILITY SURVEY

Olsson shall complete items associated with the existing utility survey for the project. Task to be completed include:

- Task 501: Locate Existing Utilities** - Olsson shall contact the Diggers Hotline of Nebraska to request the location and size of any existing underground conduits or cables along the proposed projects alignment. Olsson shall have the horizontal location of the known existing utilities located in the field and incorporate this information into the project drawings as required.
- Task 502: Establish Control, Survey** – Olsson shall establish control points with known vertical and horizontal coordinates. Olsson shall perform topographic survey along the proposed improvements within the project area. Olsson shall also locate section corners and property pins to layout R.O.W. lines.
- Task 503: Reduce Survey & Cleanup Drawing** – From the information collected in the survey the Olsson shall produce a topographic drawing of the project area in AutoCad format.

PHASE 505: EASEMENT ACQUISITION

Olsson shall complete items associated with the permanent and temporary easement acquisition for the tracts along the sanitary sewer route. It is anticipated that there are approximately nine (9) tracts with a total of approximately nine (9) individual landowners from which easements will be required.

This scope does not include condemnation proceedings (if necessary). Tasks to be completed include:

- Task 505: Easement Descriptions & Tract Drawings** – Olsson shall prepare legal descriptions and tract drawings for the permanent and temporary easements required from each of the impacted tracts.
- Task 506: Title Search & Appraisals** – Olsson shall perform a title search and have an appraisal completed for each of the impacted tracts for use in the acquisition of the temporary and/or permanent easement.
- Task 507: Easement Acquisitions** – Olsson shall assist the City in the negotiations for the acquisition of the temporary and/or permanent easements. Olsson will prepare the easement documents, present, explain offers, answer related questions, and secure signatures from interested parties. Olsson will attempt to meet with each property owner at least three times if necessary.

Olsson will perform the services in accordance with the City of Grand Island's procedures. The goal will be to acquire the necessary right of way through amicable negotiations. If condemnation is required, Olsson will deliver the parcel files to the City of Grand Island and be available for consultation or condemnation testimony.

Olsson will submit signed purchase agreements, deeds and temporary easements, along with a payment transmittal letter to the City. The City will approve all signed purchase agreements and easement documents and will make payments to each property owner and tenant, if necessary. The City will record the deeds at the County Courthouse, and provide copies of the recorded documents and payment vouchers or checks to Olsson in order to complete the acquisition file.

PHASE 510: GEOTECHNICAL INVESTIGATION

Olsson shall perform engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data. The services will include:

- Task 511: Geotechnical Borings** – Olsson shall perform geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which may be required to provide information for design, and field and laboratory tests and analyses which are required to provide design information. It is anticipated that nine (9) soil test borings will be made (six (6) borings at 35 feet deep each and three (3) borings at 30 feet deep each).
- Task 512: Geotechnical Report** – Olsson shall prepare a geotechnical report interpreting the data on the exploratory work. Included will be recommendations for testing and setting out the site conditions that can be anticipated from this initial exploratory work.

PHASE 520 – SANITARY SEWER DESIGN

Olsson shall prepare plans and specifications that can be used as bid and construction documents that will allow the project to be competitively bid and constructed. The tasks performed shall include:

- Task 521: Project Management** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.
- Task 522: Tap District Boundary and Legal Description** – Olsson shall work with the City to define the boundary for the Tap District and prepare a legal description and map for the Tap District.
- Task 523: Design of Sanitary Sewer Improvements** – Olsson shall provide the design for the sanitary sewer improvements (as outlined as section “A” in the June 2014 study titled “Husker Highway Sanitary Sewer Tap District No. 531T – Sewer Study”). These improvements will include sanitary sewer line sizing, existing lift station abandonment, manhole locations, and sewer stub-out locations.
- Task 524: Prepare Plans & Specifications** – Olsson shall prepare plan sheets, technical specifications, and front end documents for the proposed project. The complete plans and specifications will be submitted to the Nebraska Department of Environmental Quality for review. The City is responsible for any review fees.
- Task 525: Quality Control Review** – Olsson shall perform an in-house quality control review to evaluate the construction documents and provide review comments. Olsson will also prepare a final opinion of probable cost for the project based upon the information in the plans and specifications.
- Task 526: Meetings with Owner** – Olsson will meet with the Client to discuss the development of the plans and specifications. A total of four (4) meetings are anticipated.
- Task 527: Prepare Cost Opinion** - A final opinion of probable construction cost shall be prepared, based upon the information in the plans and specifications and presented to the Client.

PHASE 530 – PROJECT PERMITTING

Olsson shall work with the City on obtaining the necessary permits that will be required to construct the project. The tasks performed shall include:

- Task 531: Wetland Delineation & Corps of Engineers 404 Permit** – Olsson will complete a wetland delineation for the area along North Road. Olsson shall prepare a U.S. Corps of Engineers Nationwide 404 permit application and provide any additional information requested by the Corps of Engineers. This does not include additional site visits or any meetings with the Corps of Engineers.

An individual permit is not anticipated for this project and not included in the estimated fees.

PHASE 600 – BID PHASE SERVICES

Olsson shall assist the Client in bidding the project. The tasks shall include:

- Task 601: Prepare and Distribute Bid Documents** – Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Olsson shall maintain a list of current holders of bid documents.
- Task 602: Answer Bidder Inquiries** – Olsson shall answer bidder's inquiries & questions regarding the construction documents.
- Task 603: Prepare Addenda** – Olsson shall prepare and distribute addenda to the bidders that may be needed during the bid phase.
- Task 604: Attend Bid Opening** – Olsson shall attend bid opening to assist Client in opening bids.
- Task 605: Evaluate Bids & Recommend Award** – Olsson shall assist the City in evaluating the bids and qualifications of the bidders, and provide a Recommendation of Award to Client. Client to prepare bid tabulation.

Exclusions to this amendment:

1. Legal, boundary and ALTA surveys.
2. Review fees for local and state agencies having jurisdiction.
3. Permitting fees for local and state agencies having jurisdiction.
4. Groundwater modeling or groundwater discharge permitting.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date:	November 18, 2014
Anticipated Design Completion Date:	June 2015

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$147,122.00.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By _____ By _____
Joe Baxter Dave Ziska

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

City of Grand Island

By _____
Signature

Printed Name _____

Title _____

Dated: _____

Date: 11/3/2014

Job: Husker Highway Sanitary Sewer Tap District No. 531T - Amendment 1

Phase/ Task	Description of Work	TOTAL MAN- DAYS	TOTAL LABOR FEE	TOTAL EXPENSE FEE	TOTAL FEE
	Phase 500 - Utility Survey				
501	Locate Existing Utilities	4.25	\$2,492	\$45	\$2,537
502	Establish Control, Survey	12.25	\$7,080	\$105	\$7,185
503	Reduce Survey & Cleanup Drawing	2.25	\$1,468		\$1,468
	Sub-Total	18.75	\$11,040	\$150	\$11,190
	Phase 505 - Easement Acquisition				
505	Easement Descriptions & Tract Drawings	5.75	\$3,490		\$3,490
506	Title Search & Appraisals	0.63	\$525	\$9,000	\$9,525
507	Easement Acquisitions	1.75	\$2,010	\$21,420	\$23,430
	Sub-Total	8.13	\$6,025	\$30,420	\$36,445
	Phase 510 - Geotechnical Investigation				
511	Geotechnical Borings	0.25	\$255	\$4,130	\$4,385
512	Geotechnical Report	0.25	\$330	\$6,770	\$7,100
	Sub-Total	0.50	\$585	\$10,900	\$11,485
	Phase 520 - Design				
521	Project Management	5.00	\$6,600		\$6,600
522	Tap District Boundary and Legal Descriptions	3.38	\$2,605		\$2,605
523	Design of Sanitary Sewer Improvements	6.25	\$5,250		\$5,250
524	Prepare Plans & Specifications	64.38	\$49,580	\$45	\$49,625
525	Quality Control Review	2.50	\$3,300		\$3,300
526	Meetings with Owner (4 total)	3.50	\$3,420		\$3,420
527	Prepare Cost Opinion	1.75	\$1,560		\$1,560
	Sub-Total	86.76	\$72,315	\$45	\$72,360
	Phase 530 - Project Permitting				
531	Wetland Delineation & Corps of Engineers 404 Permit	8.75	\$8,680	\$80	\$8,760
	Sub-Total	8.75	\$8,680	\$80	\$8,760
	Phase 600 - Bid Phase Services				
601	Prepare and Distribute Bid Documents	2.63	\$1,285	\$1,500	\$2,785
602	Answer Bidder Inquiries	1.75	\$1,860		\$1,860
603	Prepare Addenda	1.38	\$1,188		\$1,188
604	Attend Bid Opening	0.38	\$495		\$495
605	Evaluate Bids / Recommend Award	0.75	\$554		\$554
	Sub-Total	6.89	\$5,382	\$1,500	\$6,882
	GRAND TOTAL	129.78	\$104,027	\$43,095	\$147,122

RESOLUTION 2014-342

WHEREAS, on March 11, 2014, by Resolution No. 2014-55 the Grand Island City Council approved entering into an agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$20,345.00 for engineering design services to determine the benefited area of proposed Husker Highway Sanitary Sewer Tap District No. 531T; and

WHEREAS, the original agreement is now being amended to include utility survey, easement acquisition, geotechnical investigation, sanitary sewer design, project permitting and bid phase services; and

WHEREAS, such amendment is in the amount of \$147,221.00, for a revised agreement amount of \$167,467.00; and

WHEREAS, Amendment No. 1 to the original agreement with Olsson Associates of Grand Island, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that Amendment No. 1 with Olsson Associates of Grand Island, Nebraska for engineering consulting services related to Husker Highway Sanitary Sewer Tap District No. 531T in the amount of \$147,221.00 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 7, 2014	☐ City Attorney



City of Grand Island

Wednesday, November 12, 2014
Council Session

Item G-8

#2014-343 - Approving 36 Month Copier Lease and Maintenance Agreement with Capital Business Systems, Inc.

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: November 12, 2014

Subject: Approving 36 Month Copier Lease and Maintenance Agreement with Capital Business Systems, Inc

Item #'s: G-8

Presenter(s): Jaye Monter, Finance Director

Background

It is time to replace the four copy machines used by all internal and external departments located throughout City Hall that were originally purchased in 2007. These copier/printer/scanner/fax machines are located in the administration, building/fire, utilities administration suite and the mailroom. Also needing upgrading and replacement are two copiers located at the Grand Island Public Library.

Discussion

Research by the information technology and library staff have resulted in a recommendation of a 36 month lease agreement with \$0.00 down and ownership at the end of the term from Capital Business Systems, Inc. for 6 multi-purpose machines. Capital Business Systems, Inc. has the current State of Nebraska Contract for these multi-purpose machines.

The proposed agreement will have a monthly lease payment of \$908.36 for all 6 multi-purpose machines.

The agreement includes: (4) Canon iR-Advance 4245s with a pay per copy/print costs at a cost per copy of: \$.011.

The 36 month service plus agreement covers all parts, labor, service calls, preventative maintenance calls, and all supplies (excluding staples and paper).

The agreement includes: (1) Canon iR-Advance C5255 with a pay per copy/print costs at a cost per copy of: \$.012 for all Black prints, and \$.069 for all color copies.

The 36 month service plus agreement covers all parts, labor, service calls, preventative maintenance calls, and all supplies (excluding staples and paper).

The agreement includes: (1) Canon iR-Advance 5240A with a pay per copy/print costs at a cost per copy of: \$.012 for all black prints, and \$.069 for all color copies.

The 36 month service plus agreement covers all parts, labor, service calls, preventative maintenance calls, and all supplies (excluding paper).

Alternatives

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

1. Approve the 36 month lease and maintenance agreement with \$0.00 down and ownership at the end of the term from Capital Business Systems Inc.
2. Refer the issue to a committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the 36 month lease and maintenance agreement with \$0.00 down and ownership at the end of the term from Capital Business Systems Inc.

Sample Motion

Move to approve the 36 month lease and maintenance agreement with \$0.00 down and ownership at the end of the term from Capital Business Systems Inc.



APPLICATION NO.

CONTRACT NO.

DocuManagement

This document is written in "Plain English". The words you and your refer to the customer.
The words, Owner, we, us and our refer to Capital Business Systems, Inc.

1. CUSTOMER.

LEGAL NAME OF BUSINESS City Of Grand Island		ADDRESS 100 East First Street	
CITY Grand Island	STATE NE	ZIP 68801	Phone (308) 385-5444
TYPE OF BUSINESS <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship		NUMBER OF YEARS IN BUSINESS	FEDERAL TAX I.D. #

2. SPECIFY EQUIPMENT/LEASE TERM.

Make/Model/Accessories	Serial #	Term	Monthly Payment*	Copies Included	Additional Copies to be billed @*	Starting Meter
1. imageRUNNER ADVANCE 4245 (2)	/	36	\$908.36			
2. imageRUNNER ADVANCE 4245						
3. imageRUNNER ADVANCE 4245						
4. imageRUNNER ADVANCE 5255						
5. imageRUNNER ADVANCE 5240A						

Security Deposit \$ 0 (plus applicable taxes) Check One: ☐ Consolidated with Detail ☐ Consolidated ☐ Itemized Schedule A *plus applicable taxes

You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing:

1. Purchase the Equipment for the \$1.00. (If no purchase option is entered, the Fair Market Value will be your end of lease option) 2. Renew the Lease per paragraph 1. 3. Return Equipment as provided in Paragraph 6.

3. PROVIDE US WITH SOME BASIC INFORMATION.

NAME OF PRINCIPAL	SOCIAL SECURITY #		PERCENTAGE OWNERSHIP OF BUSINESS %	
HOME ADDRESS	CITY	STATE	ZIP	PHONE
PRESENT BANK	ACCOUNT #	BANK CONTACT		PHONE
TRADE REFERENCE 1	CITY/STATE		PHONE	
TRADE REFERENCE 2	CITY/STATE		PHONE	

4. SIGN THE LEASE ACCEPTANCE.

THIS IS A NON-CANCELABLE / IRREVOCABLE LEASE. THIS LEASE CANNOT BE CANCELED OR TERMINATED.

By signing below, you acknowledge and accept all terms and conditions on the back of this agreement and hereby authorize your banks, trade references, credit bureaus, and financial institutions to release

personal and business credit information via fax or over the phone to Capital Business Systems, Inc. for purposes of reviewing this application for business credit.

X

COMPANY NAME

SIGNATURE

TITLE

DATE

5. SIGN THE DELIVERY AND ACCEPTANCE.

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects.

X

DATE OF DELIVERY

SIGNATURE

TITLE

6. SIGN THE GUARANTY. (Please do not include title)

As additional inducement for us to enter into the Agreement, the undersigned ("you") Unconditionally, jointly and severally, personally guarantees that the customer will make all the payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payments and obligations of this agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is Necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes. **EACH OF THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY.**

X

PRINT NAME OF GUARANTOR

SIGNATURE

DATE

Capital Business Systems, Inc. (for internal use only)

OWNER: Capital Business Systems, Inc.

TITLE:

DATE:

<1. LEASE AGREEMENT: You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supercedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. You authorize us to insert in this Agreement serial numbers and other identification about the Equipment, as well as other omitted factual matters. This Agreement becomes valid upon execution by us and will begin on the rent commencement date shown and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least thirty (30) days before the end of any term. Leases with \$1.00 purchase options will not be renewed. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers and any other numbers describing the Equipment. The original of this Agreement shall be that copy which bears a facsimile or original of your signature and which bears our original signature.

2. RENT: Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner and developer. Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned.

4. OWNERSHIP OF EQUIPMENT: We are the owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE, EXCEPT THOSE SPECIFIED IN THE MANUFACTURES GUIDELINES. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.

6. LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid lease payments for the full lease term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

8. INSURANCE/COLLATERAL PROTECTION: You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss at its replacement cost, with us named as loss payee; (b) to maintain comprehensive public liability insurance acceptable to us; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Agreement (or at commencement if we so elect), and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Agreement (or at commencement if we so elect), we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, of the following paragraphs as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Agreement plus our estimated residual value, both discounted at 6% per year, provided we elect to apply this Subsection A. (B) We may bill you and you shall pay us a property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk or other costs. We may make a profit on this program. Provided you are current in paying the property damage surcharge and all other obligations under this Agreement at the time of a loss (intentional acts are not included), the remaining balance owed on this Agreement will be forgiven, provided we elected to apply this subparagraph B. You must be current in all your obligations to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.

9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a processing fee for making such filings. In addition you agree to pay us any filing fees prescribed by the Uniform Commercial Code (UCC) or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us \$69.50 on the date the first lease payment is due as an origination fee. We reserve the right to charge a fee upon termination of this agreement, either by Trade-up, Buy-out or Default.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.

12. DEFAULT AND REMEDIES: If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the equipment if this agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.

14. SECURITY DEPOSIT: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

15. GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION: This Agreement and each Schedule shall be governed by the internal laws for the state in which Owner's or, if assigned, the assignee's principal corporate offices are located. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage payment and the overage charge by a maximum of 15% of the existing charge.

17. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be the fifteenth (15th) day of the month following installation. Customer agrees to pay a prorated amount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the base minimum usage payment prorated on a 30 day calendar month and will be added to the Customer's first invoice.

FOR MUNICIPALITIES ONLY

18-A. CUSTOMER COVENANTS: the Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) Customer has not previously terminated a lease for non-appropriation, except as specifically described in a letter appended hereto.

18-B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

18-C. NON APPROPRIATION: In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of customer;
3. Customer has exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, lease or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owner's remedies for such default shall be to terminate the Lease at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

X

DATED

CUSTOMER

SIGNATURE

TITLE

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Page 2 of 2



Sales Order Agreement

18896

Order ID #

TH0421

OMD Account #

Customer Bill To		Customer Ship To		
Name City Of Grand Island		Name City Of Grand Island		
Address 100 East First Street Grand Island, NE 68801		Address 100 East First Street Grand Island, NE 68801		
Telephone # (308) 385-5444	Contact Name	Telephone # (308) 385-5444	Contact Name	
Customer P.O Number	Date 11/06/2014	Terms 36 mth, \$1.00 BO	Requested Delivery Date	
QTY	Description	Item #	Unit Price	Total Amount
2	Canon imageRUNNER ADVANCE 4245	8030B003BA		
2	Canon PCL Printer Kit-AY1	8188B001AA		
2	Canon Super G3 FAX Board-AP1	8184B002AA		
2	Canon Cassette Feeding Unit-AF1	_3755B001AA		
2	Canon Inner 2/3 Hole Puncher-A1	_4810B002AA		
2	Canon Inner Finisher-D1	_4808B001AA		
1	Canon imageRUNNER ADVANCE 4245	8030B003BA		
1	Canon PCL Printer Kit-AY1	8188B001AA		
1	Canon Cassette Feeding Unit-AF1	_3755B001AA		
Surge Protector Installed? YES <input type="checkbox"/> NO <input type="checkbox"/> ID No. _____				
Trade-In Manufacturer		S/N or ID #	Model	Meter
Trade-In Accessories		Supplies	Surge Protector	Manuals/CDs
SERVICE CONTRACT: YES <input type="checkbox"/> NO <input type="checkbox"/> INTEGRATION & SUPPORT AGREEMENT: YES <input type="checkbox"/> NO <input type="checkbox"/> IN-STOCK ITEM: YES <input type="checkbox"/> NO <input type="checkbox"/>				
Special Instructions/Terms			Sub Total	
LEASE TERMS: 36 months LEASE PAYMENT: \$908.36			Canon Stretch Your Dollars	
			Buyout	
			Delivery and Installation	
			Network Integration	
(Subject to City Council Approval)			Final Sales Price (Amt Financed)	
			Misc	
			Sales Tax	
			Total	
			Cash Paid	
			Balance Owed	
TERMS		CUSTOMER ACCEPTANCE		
All equipment, accessories and/or supplies indicated above are purchased under Capital Business Systems, Inc. standard terms on reverse		Signature X		
Title		Date Signed		
Agreement Approved By: Capital Business Systems Executive Officer		Print Name		
Date: / /		Sales Representative		
		Location		

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH BY THIS REFERENCE ARE MADE A PART HEREOF

Corporate Offices: 7052 Commerce Circle, Cheyenne, WY 82007

Phone: 800-221-0604 Fax: 307-634-1200

Solutions for Better Document Management

GENERAL TERMS AND CONDITIONS

PARTIES AND AGREEMENTS. This Agreement is between Capital Business Systems, Inc. ("Company") and the Customer identified on the front of this Agreement ("Customer"). This Agreement consists of the terms on the face hereon and the general terms and conditions on the back. Title to said equipment shall remain with Company until the purchase price therefore is paid in full in cash. Upon full performance and observance by the Customer of all the terms and conditions hereof, at the times specified therefore, the title to said goods shall, without any further action on the part of the Company, be transferred to and vested in the Customer.

1. ASSIGNMENT. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, legal representatives, successors and assigns. Company reserves the right to sell, assign, transfer, or sublease the product or equipment on this Agreement. This Agreement may not be assigned or transferred by Customer without prior written approval from Company.

2. WRITTEN MODIFICATION. No variation or modification of this Agreement, whether by Customer's purchase order or otherwise, and no waiver of any of the provisions or conditions shall be binding unless in writing and signed by authorized agents of Company and Customer.

3. ACCESS AND COOPERATION. Customer shall grant to Company full and free access to the equipment to provide maintenance service and engineering changes as required.

4. WAIVER. The waiver of any breach or default under this Agreement by either party shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of a claim or right unless the waiver or renunciation is in writing and signed by an authorized agent of the aggrieved party.

5. FORCE MAJEURE. Company shall not be responsible for failure to render service due to causes beyond its reasonable control.

6. ENTIRE AGREEMENT. This Agreement supersedes and terminates any and all prior agreements, if any, whether written or oral, and all communications between the parties with respect to the product, which is the subject matter of this Agreement. Customer agrees that it has not relied on any representation, warranty or provision not explicitly stated in this Agreement, that no oral statement has been made to it that in any way tends to waive any of the terms or conditions of this Agreement, that this Agreement constitutes the final written expression of all terms of the Agreement, and it is a complete and exclusive statement of those terms. These terms and conditions shall prevail notwithstanding any additional or different terms and conditions of any purchase order or other document submitted by Customer in respect to the products and services to be provided hereunder.

7. PRODUCT WARRANTY AND LIMITATION OF REMEDIES. EXCEPT AS HEREINAFTER PROVIDED, COMPANY WARRANTS THAT ITS PRODUCTS WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD ENDING 30 DAYS AFTER THE DATE OF ORIGINAL DELIVERY/INSTALLATION. IF ANY PRODUCT IS FOUND TO BE DEFECTIVE, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. THE WARRANTY HEREIN SHALL BE VOID AND OF NO EFFECT (i) IF THE PRODUCT IS NOT MAINTAINED AND OPERATED UNDER NORMAL CONDITIONS; OR (ii) IF THE PRODUCT INCORPORATES SPARE, REPLACEMENT OR SERVICE PARTS OTHER THAN THOSE SUPPLIED BY THE COMPANY, TO THE EXTENT THAT THE DEFECT OR DAMAGE COMPLAINED OF RESULTS FROM OR IS RELATED TO THE USE OF SUCH PARTS, OR (iii) IF THE DEFECT HAS NOT BEEN REPORTED TO COMPANY DURING THE WARRANTY PERIOD. THE WARRANTY MADE BY COMPANY HEREIN IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY (EXCEPT OF TITLE) ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OR TRADE. COMPANY SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY PRODUCT SUPPLIED BY COMPANY, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE PRODUCT. IN NO EVENT SHALL COMPANY BE LIABLE FOR LOSS OF PROFITS, OR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR IN ANY MANNER ARISING OUT OF OR CONNECTED WITH RELEASE, USE OR ANTICIPATED USE OF THE PRODUCT.

8. APPROVAL. This order shall not be binding on Company until approved by an officer of Company.

9. LATE CHARGES, COLLECTION, AND POSSESSION. If any payments are not made when due, Customer agrees to pay a late charge of 1.5 percent per month on any unpaid amounts. In the event of breach of this Agreement, Company may, at its option, declare all sums due, or to become due under this Agreement for the unexpired term of the contract immediately due and payable and be discharged from any further obligations under this contract. All costs of enforcing this Agreement, including attorney's fees, shall be borne by Customer. In addition, if the Customer fails to make the aforesaid payment or payments in cash, or if the Customer shall petition for reorganization under the bankruptcy act or be adjudicated a bankruptcy, or if a receiver shall be appointed for the Customer's business, or if the Customer shall make an assignment for benefit of creditors, or if the Customer shall remove the equipment from his present premises without the written consent of the Company or should the Customer violate any of the other covenants hereof, by him to be kept or performed, then the Company either (1) may declare the entire sum remaining unpaid hereunder, including interest at 1.5 percent per month from date of invoice, to be immediately due and payable and elect to sue therefor, or (2) it may enter, with or without legal process and using such force as may be necessary, into or upon the premises where said goods, or any part thereof, may be, or is or are believed to be, and take possession thereof, and thereafter hold the same absolutely free from all claims of the Customer, and retain all payments made by the Customer hereunder as and for the reasonable rental of said goods and for the use, wear and tear thereof, or as much thereof as may be permitted by law; and the Customer for himself and his successors in interest hereby waives all claims and rights of action for trespass or damages by reason of such entry, taking of possession and removal of said product, and also waives so far as is consistent with public policy, the benefits of any statutes of the State that may conflict with the conditions of this order or with any causes of action hereby given. Where action shall be taken hereunder by the Company through an attorney the Customer agrees to pay all attorney and associated legal fees.

10. BINDING CONTRACT. This shall become a binding contract when (but not before) either (a) it has been accepted by the Company and signed by an officer at its executive office, or (b) the equipment has been delivered, or has left the Company's place of business for delivery by the Company to the Customer, with or without acceptance in writing hereon by a local representative of the Company. Notice of acceptance by the Company is hereby waived by the Customer. The Customer hereby acknowledges receipt of a true and complete copy of this instrument.

11. LIMITATION OF LIABILITY. Without limiting any of the provisions of this Agreement, the company shall not be liable to the customer, for any actual, incidental, consequential or other damage or loss of profit arising from or related to any defect in any product, failure to promptly ship or deliver products, or for any claim, loss, damage or liability, cost or expense arising from or in connection with or relating to any of the foregoing. Company's liability for breach of or default under any provision of this Agreement shall not exceed the purchase price paid or payable by customer to company for the products involved. Customer shall indemnify and hold harmless Company against any and all claims, demands, liabilities, losses, damages, and expenses including, without limitation, attorneys' fees incurred by Company, arising out of or in connection with the acts and omissions of Customer.

12. RETURN/CANCELLATION. Return or cancellation of sales Agreement, for any reason, will be assessed a 25% restocking fee.



Maintenance & Supply Agreement

S H I P T O	Customer Name City Of Grand Island	B I L L T O	Customer Name City Of Grand Island
	Address 100 East First Street Grand Island, NE 68801		Address 100 East First Street Grand Island, NE 68801
	Telephone # (308) 385-5444		Telephone # (308) 385-5444
	Attention		Attention
	Email		Email
	Fax # (130) 838-5548		Fax # (130) 838-5548

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
imageRUNNER ADVANCE 4245			
imageRUNNER ADVANCE 4245			
imageRUNNER ADVANCE 4245			

Contract Term: 36 months.

Start: _____
Month/Day/Year

End: _____
Month/Day/Year

Beginning Meter Reading:

Color: _____
Black: _____

Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: _____ (Billed _____ at \$ _____)
- Color copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional color copies billed at _____ billed ☐ month ☐ quarter ☐ year.
- Black copies/prints included: 0 per ☐ month ☐ quarter ☐ year.
All black copies/prints billed at \$0.011 billed ☐ month ☐ quarter ☐ year.
- Approximate toner yields _____ color copies per ☐ carton ☐ cartridge ☐ bottle
Based on 6% coverage 34,200 black copies per ☐ carton ☒ cartridge ☐ bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. reserves the right to increase the cost of contract annually during the contract period.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions: _____

X

Customer Acceptance	Title	Date
Capital Business Systems	Title	Date

Revised: 7/30/2007

CAPITAL BUSINESS SYSTEMS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Capital Business Systems during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Capital Business Systems personnel or the use of supplies other than supplies provided by Capital Business Systems. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Capital Business Systems established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required, a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems has no further obligation at that time.

Name

Title

Date Approved



Maintenance & Supply Agreement

S H I P T O	Customer Name Edith Abbott Memorial Library	B I L L T O	Customer Name Edith Abbott Memorial Library
	Address 211 N Washington Grand Island, NE 68801		Address 211 N. Washington Grand Island, NE 68801
	Telephone # (308) 385-5333		Telephone # (308) 385-5333
	Attention		Attention
	Email		Email
	Fax #		Fax #

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
imageRUNNER ADVANCE C5240A			
imageRUNNER ADVANCE 4245			

Contract Term: 36 months.

Start: _____
Month/Day/Year

End: _____
Month/Day/Year

Beginning Meter Reading:

Color: _____

Black: _____

Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: _____ (Billed _____ at \$ _____)
- Color copies/prints included: 0 per _____
All color copies/prints billed at .069 billed _____
☐ month ☐ quarter ☐ year.
☐ month ☐ quarter ☐ year.
- Black copies/prints included: 0 per _____
All black copies/prints billed at .012 billed _____
☐ month ☐ quarter ☐ year.
☐ month ☐ quarter ☐ year.
- Approximate toner yields 27,000 color copies per _____
Based on 6% coverage 36,000 black copies per _____
☐ carton ☒ cartridge ☐ bottle
☐ carton ☒ cartridge ☐ bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions:

X	_____	_____	_____
	Customer Acceptance	Title	Date
	Capital Business Systems	Title	Date

Revised: 7/30/2007

CAPITAL BUSINESS SYSTEMS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Capital Business Systems during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Capital Business Systems personnel or the use of supplies other than supplies provided by Capital Business Systems. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Capital Business Systems established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems has no further obligation at that time.

Name

Title

Date Approved



Maintenance & Supply Agreement

S H I P T O	Customer Name City Of Grand Island	B I L L T O	Customer Name City Of Grand Island
	Address 100 East First Street Grand Island, NE 68801		Address 100 East First Street Grand Island, NE 68801
	Telephone # (308) 385-5444		Telephone # (308) 385-5444
	Attention		Attention
	Email		Email
	Fax # (308) 38-5548		Fax # (308) 38-5548

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
imageRUNNER ADVANCE C5255			

Contract Term: 36 months. Start: End:
Month/Day/Year Month/Day/Year

Beginning Meter Reading:

Color:
Black:

Other Meter:

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed at \$)
- Color copies/prints included: 0 per ☐ month ☐ quarter ☐ year.
All color copies/prints billed at .069 billed ☐ month ☐ quarter ☐ year.
- Black copies/prints included: 0 per ☐ month ☐ quarter ☐ year.
All black copies/prints billed at .012 billed ☐ month ☐ quarter ☐ year.
- Approximate toner yields 38,000 color copies per ☐ carton ☒ cartridge ☐ bottle
Based on 6% coverage 44,000 black copies per ☐ carton ☒ cartridge ☐ bottle
- For duplicators, all masters will be billed at ¢ per master. Billing will be completed on a quarterly basis.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions:

X	<u> </u>	<u> </u>	<u> </u>
	Customer Acceptance	Title	Date
	<u>Capital Business Systems</u>	<u> </u>	<u> </u>
		Title	Date

Revised: 7/30/2007

CAPITAL BUSINESS SYSTEMS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Capital Business Systems during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Capital Business Systems personnel or the use of supplies other than supplies provided by Capital Business Systems. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Capital Business Systems established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems has no further obligation at that time.

Name

Title

Date Approved



Product Installation Removal & Acceptance

Customer Location	
Customer Name Edith Abbott Memorial Library	
Address 211 N Washington Grand Island, NE 68801	
Telephone Number (308) 385-5333	Contact Name
Date of Transaction	Contact Email

PRODUCT DELIVERED & INSTALLED

Sale Type: Lease

Stairs: No /

Item #	Description	Serial #
8030B003BA	imageRUNNER ADVANCE 4245	
6543B001AA	Cabinet Type-G	
3726B001AA	Copy Control Interface Kit-A1	
	Jamex Interface Cable	

ID #
Meter:
Black:
Color:
Extra Toners

Product Removed

☐ Trade-In
☐ SON Owned

☐ Company Owned
☐ Surplus

☐ Mfg/Lessor Owned
☐ Redeploy

Item #	Description	Serial #

ID #
Meter:
Black:
Color:

Supplies: _____ Stairs: _____

DELIVERY & ACCEPTANCE AND/OR REMOVAL AUTHORIZED

The customer hereby certifies that the equipment and supplies listed above have been delivered and received. The installation has been completed and the equipment is in good working order and is satisfactory and acceptable. I hereby authorize Capital Business Systems, Inc. to commence billing in accordance with the terms and conditions of the Sales Agreement.

Signature _____ Date _____
 Print Name _____ Title _____
 For _____ (Legal Name of Firm)
 Witness _____ (Capital Business Systems, Inc Representative)



Product Installation Removal & Acceptance

Customer Location	
Customer Name Edith Abbott Memorial Library	
Address 211 N. Washington Grand Island, NE 68801	
Telephone Number (308) 385-5333	Contact Name
Date of Transaction	Contact Email

PRODUCT DELIVERED & INSTALLED

Sale Type: Lease

Stairs: No /

Item #	Description	Serial #
5560B055AA	imageRUNNER ADVANCE C5240A	
4364B003AB	Cabinet Type-B1	
5592B005AA	PCL Printer Kit-AR1	

ID #
Meter:
Black:
Color:
Extra Toners

Product Removed

☐ Trade-In ☐ Company Owned
☐ SON Owned ☐ Surplus

☐ Mfg/Lessor Owned
☐ Redeploy

Item #	Description	Serial #

ID #
Meter:
Black:
Color:

Supplies: _____ Stairs: _____

DELIVERY & ACCEPTANCE AND/OR REMOVAL AUTHORIZED

The customer hereby certifies that the equipment and supplies listed above have been delivered and received. The installation has been completed and the equipment is in good working order and is satisfactory and acceptable. I hereby authorize Capital Business Systems, Inc. to commence billing in accordance with the terms and conditions of the Sales Agreement.

Signature _____ Date _____
Print Name _____ Title _____
For _____ (Legal Name of Firm)
Witness _____ (Capital Business Systems, Inc Representative)

RESOLUTION 2014-343

WHEREAS, City Hall and the Grand Island Public Library are needed to upgrade and replace 6 copier/printer/scanner/fax machines purchased in 2007; and

WHEREAS, the 36 month lease agreement with \$0.00 down and ownership at the end of the lease term will be provided by Capital Business Systems, Inc.: and

WHEREAS, Capital Business Systems, Inc. has the current State of Nebraska Contract for these multi-purpose machines; and

WHEREAS, the agreement includes: (4) Canon iR-Advance 4245's with a pay per copy/print costs at a cost per copy of: \$.011. The 36 month service plus agreement covers all parts, labor, service calls, preventative maintenance calls, and all supplies (excluding staples and paper); and

WHEREAS, the agreement includes: (1) Canon iR-Advance C5255 with a pay per copy/print costs at a cost per copy of: \$.012 for all Black prints, and \$0.069 for all color copies. The 36 month service plus agreement covers all parts, labor, service calls, preventative maintenance calls, and all supplies (excluding staples and paper); and

WHEREAS, the agreement includes: (1) Canon iR-Advance 5240A with a pay per copy/print costs at a cost per copy of: \$.012 for all black prints, and \$0.069 for all color copies. The 36 month service plus agreement covers all parts, labor, service calls, preventative maintenance calls, and all supplies (excluding paper).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 36 month copier lease with maintenance agreement as stated above by and between the City and Capital Business Systems, Inc. is hereby approved. 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, November 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 7, 2014	☐ City Attorney



City of Grand Island

Wednesday, November 12, 2014
Council Session

Item G-9

#2014-344 - Approving Redemption of General Obligation Refunding Bonds, Series 2009

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: November 12, 2014

Subject: Approving Redemption of General Obligation Refunding Bonds, Series 2009

Item #s: G-9

Presenter(s): Jaye Monter, Finance Director

Background

On September 9, 2014, City Council approved the Fiscal Year 2014-2015 Annual Single City Budget and Annual Appropriations Bill. Included in the Fiscal Year 2014-2015 budget is the appropriation to retire the City of Grand Island General Obligation Refunding Bonds Series 2009.

During the 2014-2015 budget process, the early retirement of debt allowed a larger portion of the .3241 mill levy to be used as a revenue source in the General Fund. Use of General Fund cash reserves is reflected in the 2014-2015 budget cash transfer to retire the debt obligation in the Debt Service Fund.

Discussion

The City of Grand Island General Obligation Refunding Bonds, Series 2009, date of original issue June 16, 2009 are outstanding in the amount of \$1,390,000 and are payable on December 15 in the years 2014 through 2017. The various purpose bonds began in January of 2002 in the amount of \$4,370,000 to fund various street and alley improvements, particularly the Street Improvement District 1221 which improved South Locust Street from Highway 34 to Stolley Park Road.

These Bonds are subject to redemption any time following June 14, 2014.

The interest rate on the Bonds maturing December 15, 2014 is 2.55%, the rate on the Bonds maturing December 15, 2015 is 2.85%, the rate on the Bonds maturing December 15, 2016 is 3.10% and the rate on the Bonds maturing December 15, 2017 is 3.25%.

The redemption of the outstanding bonds requires a cash outflow of \$1,390,000 and accrued interest of \$20,480, which is reflected in the 2014-2015 budget cash transfer of \$1,450,000 from the General Fund to the Debt Service Fund. Interest savings of \$67,120 would be incurred by retiring the bonds early.

If Council approves the redemption of these bonds, the Bonds will be called for payment on December 15, 2014. The paying agent and registrar for the Bonds is Cornerstone Bank.

Alternatives

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

1. Approve the Resolution to redeem the City of Grand Island General Obligation Refunding Bonds, Series 2009.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the Resolution to redeem the City of Grand Island NE General Obligation Refunding Bonds Series 2009.

Sample Motion

Move to approve the redemption of the City of Grand Island NE General Obligation Refunding Bonds Series 2009.

DIRECTION FOR CALL

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009 OF THE CITY OF GRAND ISLAND, IN THE STATE OF NEBRASKA (the “Refunded 2009 Bonds”),

Section 1. That the following maturities of the Refunded 2009 Bonds of the City of Grand Island, Nebraska (the “City”) are hereby irrevocably called for redemption on December 15, 2014:

General Obligation Refunding Bonds, Series 2009, issued by the City, date of original issue – June 16, 2009, in the outstanding principal amount of One Million Three Hundred Ninety Thousand Dollars (\$1,390,000), numbered as shown on the books of the Paying Agent and Registrar, becoming due, and bearing interest as follows (the “Called 2009 Bonds”):

<u>Principal Amount</u>	<u>Maturing December 15 of Year</u>	<u>Interest Rate</u>	<u>CUSIP</u>
\$ 330,000	2014	2.55%	385622 PA7
345,000	2015	2.85	385622 PB5
350,000	2016	3.10	385622 PC3
365,000	2017	3.25	385622 PD1

The Called 2009 Bonds are subject to redemption at any time on or after June 16, 2014, at the principal amount thereof plus accrued interest to the date fixed for redemption, and said interest is payable semiannually.

Section 2. The Called Bonds are to be paid off at the office of Cornerstone Bank, York, Nebraska, (the “Paying Agent”) as paying agent and registrar.

Section 3. This Direction for Call is a determination by the undersigned with respect to redemption of the Called Bonds, as called for in the resolution of the Mayor and City Council of the City adopted on November 12, 2014, and the actions and determinations made herein pursuant to said resolution are and shall constitute the action of the City without further action of the Mayor and City Council of the City.

Section 4. A copy of this Direction for Call shall be filed with the Paying Agent, not less than thirty days prior to said date fixed for redemption of the Called Bonds. The Paying Agent is hereby directed to mail notice to all registered owners of the Called Bonds to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with ordinance authorizing the issuance of the Called Bonds and to take all other actions deemed necessary in connection therewith.

Dated as of the 12th day of November, 2014.

By: _____
Mayor

RESOLUTION 2014-344

RESOLUTION CALLING
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009
FOR REDEMPTION

BE IT RESOLVED by the Mayor and City Council of the City of Grand Island, Nebraska, as follows:

Section 1. That the following bonds issued by the City of Grand Island, Nebraska (the "City") are hereby authorized to be called for redemption at par plus accrued interest on such date as set forth in the Direction for Call (as defined below):

General Obligation Refunding Bonds, Series 2009, dated June 16, 2009, in the principal amount of \$1,390,000, becoming due December 15, 2014 through December 15, 2017 (the "Called Bonds"), all inclusive, issued for the purpose of providing funds for refunding \$2,925,000 Various Purpose Bonds, Series 2002, of the City, date of original issue, January 15, 2002, all as set out in the ordinance authorizing the Called Bonds, and to pay costs of issuance of the Called Bonds.

Section 2. The Called Bonds are subject to redemption at any time on or after June 16, 2014 and are payable at the office of the Paying Agent and Registrar, Cornerstone Bank, York, Nebraska.

Section 3. The Mayor and the City Finance Director of the City (each, an "Authorized Officer") are hereby authorized at any time on or after the date of this Resolution to direct the call for redemption of said bonds on behalf of the City and such direction, when made in writing (the "Direction for Call"), shall constitute the action of the City without further action of the Mayor and Council of the City. The call date shall be set for any time on or after November 15, 2014 but shall be no later than February 1, 2015, and after such date the Authorized Officers shall have no authority to make any such determination hereunder without further action of the Mayor and Council of the City and this Resolution shall be of no further force and effect.

Section 4. A copy of this Resolution and the Direction for Call shall be filed at least thirty (30) days prior to the date of call with the Cornerstone Bank, York, Nebraska, as Paying Agent and Registrar and said Paying Agent and Registrar is hereby instructed to give notice of redemption in the manner provided for in the ordinance authorizing said bonds.

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Adopted by the City Council of the City of Grand Island, Nebraska, November 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Wednesday, November 12, 2014

Council Session

Item J-1

Approving Payment of Claims for the Period of October 29, 2014 through November 12, 2014

The Claims for the period of October 29, 2014 through November 12, 2014 for a total amount of \$10,257,848.97. A MOTION is in order.

Staff Contact: Jaye Monter