
City of Grand Island



Tuesday, March 13, 2007

Council Session Packet

City Council:

Tom Brown
Carole Cornelius
John Gericke
Peg Gilbert
Joyce Haase
Robert Meyer
Mitchell Nickerson
Jackie Pielstick
Scott Walker
Fred Whitesides

Mayor:

Margaret Hornady

City Administrator:

Vacant

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor John Hays, Grace Baptist Church, 1115 South Vine Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item C1

Recognition of Life Saving Efforts by Celine Stahlnecker, Library Employee

The Mayor and City Council will recognize the life saving efforts of Celine Stahlnecker a Library employee. On Tuesday, February 20, 2007, Ms. Stahlnecker performed the Heimlich Maneuver on fellow employee Patsy Arnold who was choking. The quick actions were invaluable to save the life of Ms. Arnold. We congratulate Celine on her heroic efforts in this life saving event.

Staff Contact: Mayor Margaret Hornady



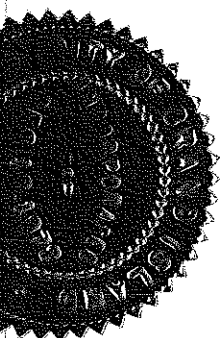
Certificate of Recognition

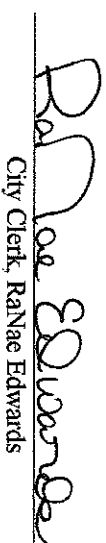
Awarded to

“Celine Stahlnecker”

for your quick actions to aid a fellow employee by performing the Heimlich
Maneuver – you are truly a hero.
Thank you for going above and beyond to save a life.


Mayor, Margaret Hornady




City Clerk, Rainae Edwards



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item E1

Public Hearing on Re-Adopting the City of Grand Island Official Zoning Map

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 13, 2007

Subject: Re-adoption City of Grand Island Zoning Map

Item #'s: E-1 & G-4

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

Background

Concerning the re-adoption of the City of Grand Island Zoning Map, as produced using the Hall County Geographic Information System as the official zoning map for the City of Grand Island.

Discussion

At the regular meeting of the Regional Planning Commission, held February 7, 2007, the above item was considered following a public hearing. This map will be used as the official map to show zoning, the Grand Island City Limit Lines and 2 mile extraterritorial jurisdiction incorporating all annexation and zoning actions since this map became official on March 7, 2006.

Included below you will find the Planning Directors report to the Planning Commission on this item with a summary of the changes.

On March 7, 2006 the Grand Island City Council approved using a map produced from the Hall County GIS as the official zoning map for the City of Grand Island based on the 2004 Comprehensive Plan for the City of Grand Island with all changes to the map as approved through March 1, 2006. As a matter of course, the City of Grand Island occasionally re-adopts the zoning map incorporating all changes since the last re-adoption of the entire map along with other changes as recommended by staff and the Hall County Regional Planning Commission. This will allow a newly revised and adopted copy of the map to be printed for official use by Council, staff and the general public. This hearing is being held for that purpose. This map will also serve to give notice to all parties that the Grand Island City limits and 2 mile extraterritorial jurisdiction is as shown on the map.

The following chart shows the changes that have been approved by the Regional Planning Commission and the Grand Island City Council since March 1, 2006 including proposed changes through February 28, 2007.

Id	FILEDATE	ORDINANCE	CHANGE	LEGAL	CASE
1	11/28/2006	9095	RD to B2	Ponderosa Village	C-3-2007GI
2	10/24/2006	9085	RD to R4	Cedar Ridge Third	C-2-2007GI
3	10/24/2006	9084	RO to RD	Francis Second Subdivision	C-1-2007GI
4	9/26/2006	9079	R1 and R4 to R1, R4 and RO	Sterling Estates	C-22-2006GI
5	8/22/2006	9063	B2 to RD	Pedcor Apartments	C-21-2006GI
6	7/25/2006	9054	B2 and RO to RD	Francis Subdivision	C-20-2006GI
7	6/27/2006	9052	LLR to R1	Springdale Subdivision	C-17-2006GI
8	6/27/2006	9051	LLR to M2	Part of the SW 1/4 of the SW 1/4 , Sec. 14, 11, 9	C-16-2006GI
9	3/28/2006	9035	TA to CD	Ewoldt Addition (Ponderosa Point)	C-3-2006GI
10	1/23/2007	9105	LLR to RO	Good Samaritan	C-33-2005GI
11	1/9/2007	9100	TA and AG2 to M2	Part of the E 1/2 of 5,10, 9 and the SW 1/4 of 4,10,9	C-5-2007GI

The changes shown on this chart are represented on the new version of the Grand Island Zoning map. A map delineating the location of these changes is attached.

The only addition to the City of Grand Island that will or did impact the city limits lines and/or the extraterritorial jurisdiction is the industrial property and power plant annexation to the southeast. This annexation should be completed concurrent with the adoption of this map. The Grand Island ETJ is being extended to include this additional property consistent with the policy statements for annexation in the Grand Island Comprehensive Plan. All additional property included in will be zoned consistent with its current use and zoning according to Hall County based on the zoning conversion matrix shown below.

Hall County Zoning	Grand Island Zoning
AG-1	AG-2
AG-R	AG-2
RC	B2

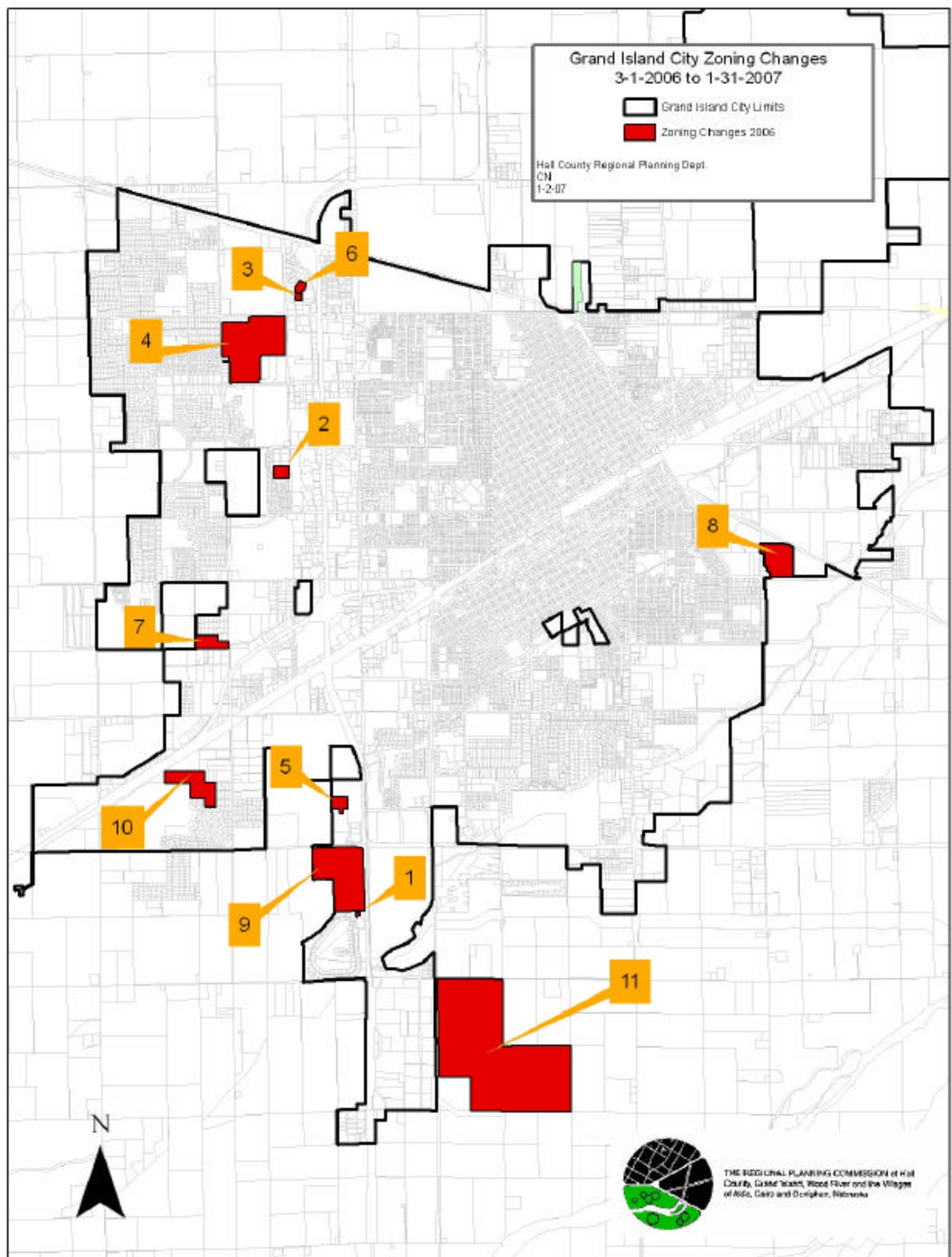
This property is shown on the Proposed Annexation Location Map as Attached.

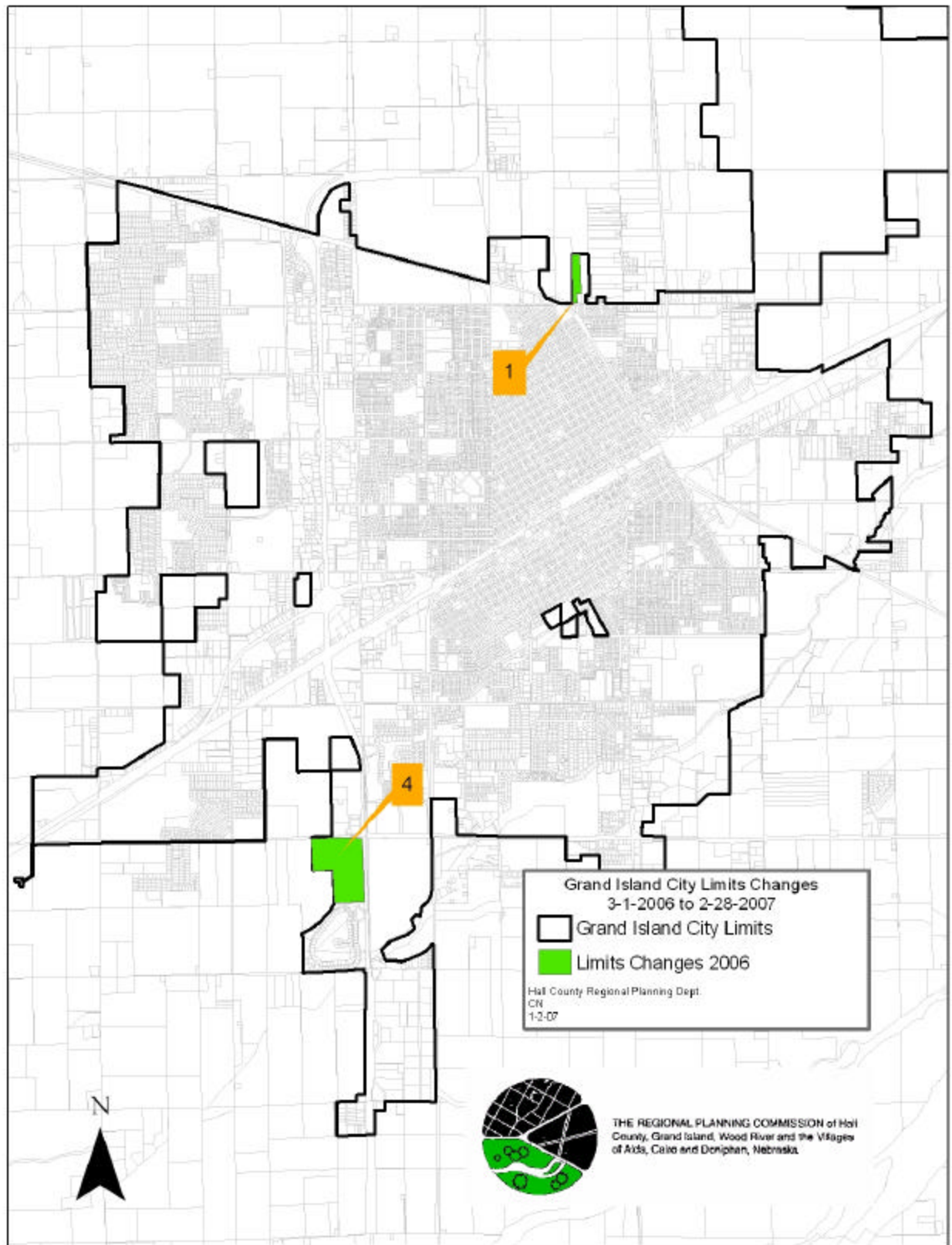
The following areas approved for annexation by the Grand Island City Council between February 28, 2006 and February 28, 2007. See Attached Map

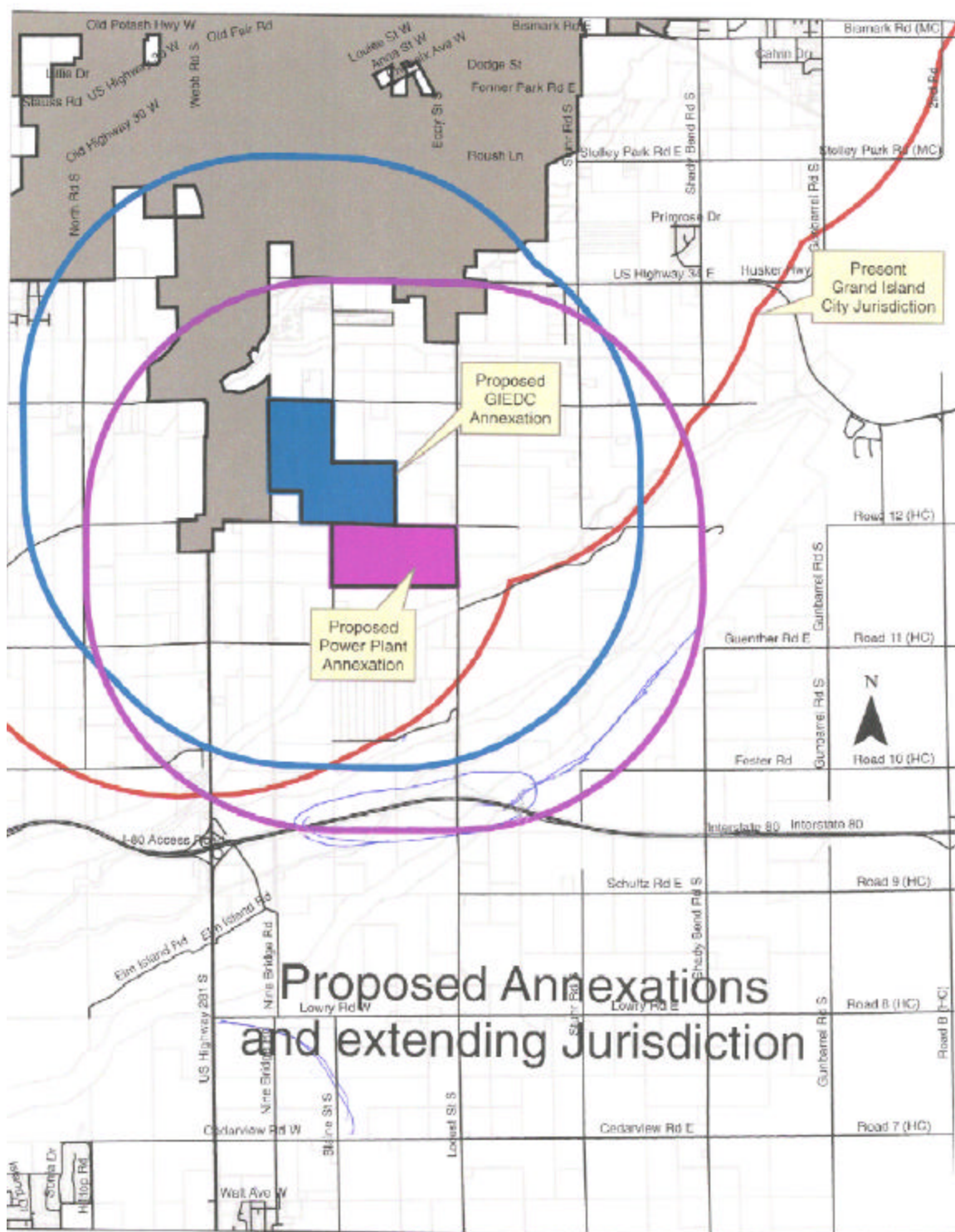
ID	ORDINANCE	LEGAL	COMMENTS
1	9078	Part of the SE ¼ of Sec, 4,11,9	Capital Ave. East of BNSF Rail
2	9032	Ewoldt Addition	US 281 and Husker Highway

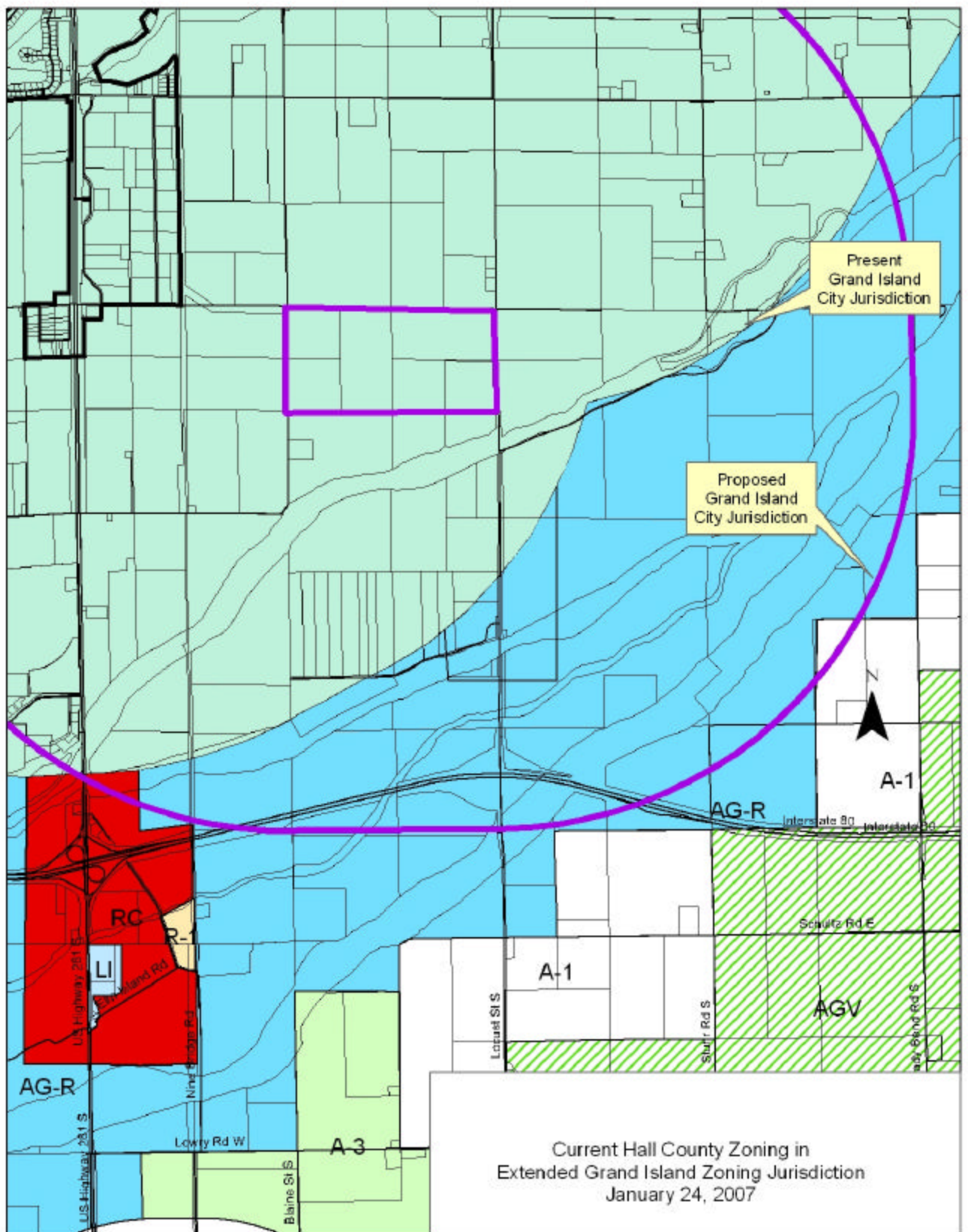
ANALYSIS

Staff is not recommending any changes to the Grand Island Zoning Map other than the one change to increase the extraterritorial jurisdiction due to the annexation. The extended jurisdiction and annexation is scheduled for approval by Council at their meeting on March 13th. All of the changes mentioned herein have been previously approved by the Grand Island City Council after proper notice and hearing. This map serves to notify any and all interested parties of the current boundaries of the City of Grand Island, the extents of the extraterritorial jurisdiction for the City of Grand Island and the zoning of property within the jurisdiction of the City of Grand Island.









No members of the public spoke in favor or opposed to the zoning map.

Alternatives

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

1. Approve the Grand Island Zoning Map as presented
2. Modify the Grand Island Zoning Map to meet the wishes of the Council
3. Table the issue

Recommendation

A motion was made by Ruge 2nd by Eriksen to approve the Grand Island Zoning Map as presented.

A roll call vote was taken and the motion passed with 10 members present (Amick, Reynolds, O'Neill, Monter, Niemann, Miller, Eriksen, Ruge, Hayes, Snodgrass) voting in favor.

Sample Motion

Approve the adoption of the Grand Island Zoning Map.



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item E2

**Public Hearing on Acquisition of Utility Easement Located South
of State Street and East of North Road (Little B's Corporation)**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: March 13, 2007

Subject: Acquisition of Utility Easement – South of State Street and East of North Road – Little B's Corporation

Item #'s: E-2 & G-5

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Little B's Corporation, located south of State Street and east of North Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair water mains.

Discussion

This easement will be used to construct water mains from the existing main in Summerfield Avenue to complete the loop to State Street. This will allow the Summerfield Subdivision to continue expansion to the north. The easement will be within the future street right-of-way.

Alternatives

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

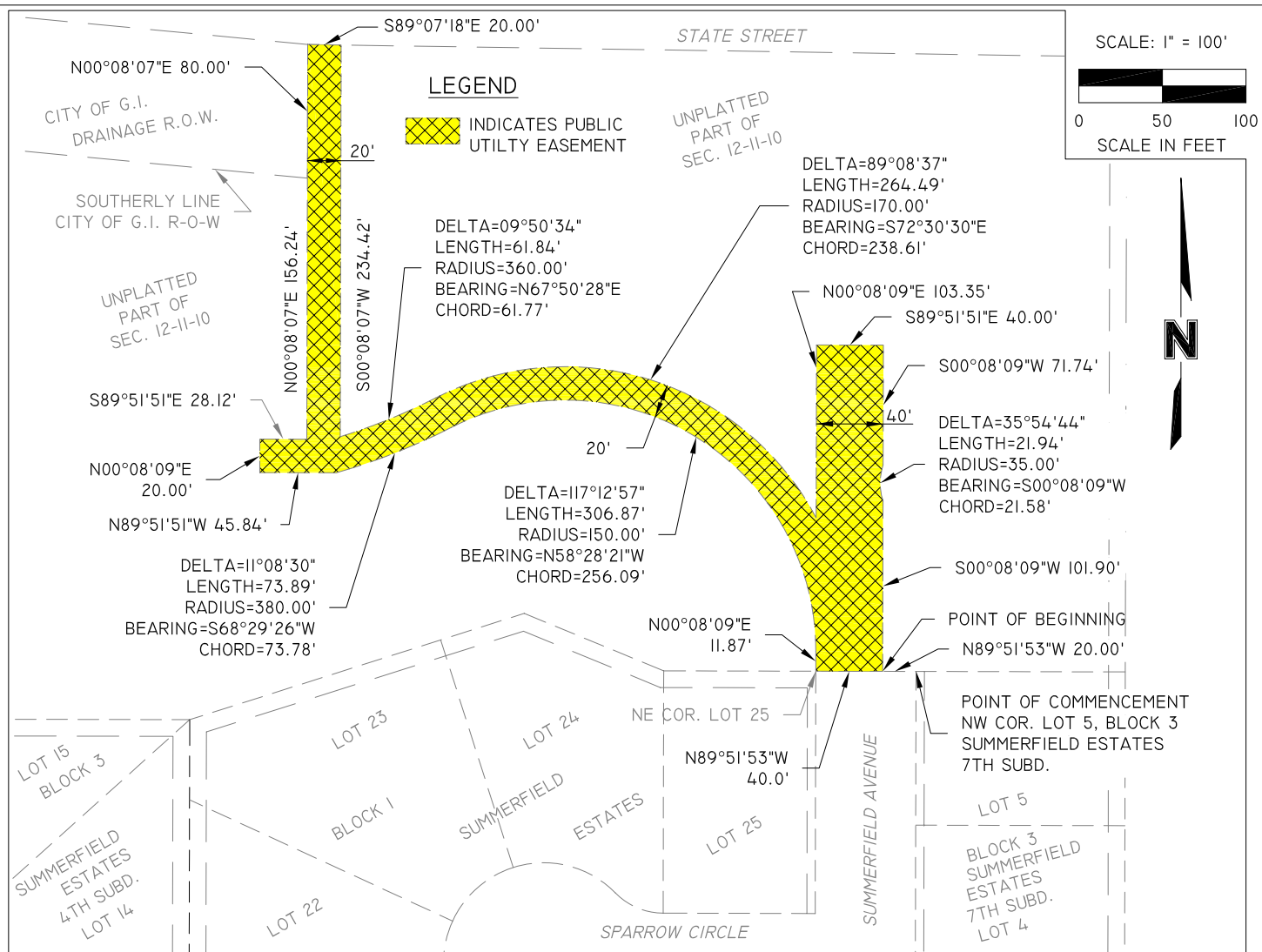
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve acquisition of the Utility Easement.



EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER (WI/2, SWI/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 3 OF SUMMERFIELD ESTATES SEVENTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N89°51'53\"W ALONG THE NORTH LINE OF SAID SUMMERFIELD ESTATES SEVENTH SUBDIVISION A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SUMMERFIELD ESTATES SEVENTH SUBDIVISION N89°51'53\"W A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF LOT 25, BLOCK 1 OF SAID SUMMERFIELD ESTATES SEVENTH SUBDIVISION; THENCE N00°08'09\"E A DISTANCE OF 11.87 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 117°12'57\", A ARC LENGTH OF 306.87 FEET, A RADIUS OF 150.00 FEET AND A CHORD BEARING N58°28'21\"W FOR A DISTANCE OF 256.09 FEET TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°08'30\", A ARC LENGTH OF 73.89 FEET, A RADIUS OF 380.00 FEET AND A CHORD BEARING S68°29'26\"W FOR A DISTANCE OF 73.78 FEET; THENCE N89°51'51\"W A DISTANCE OF 45.84 FEET; THENCE N00°08'09\"E A DISTANCE OF 20.00 FEET; THENCE S89°51'51\"E A DISTANCE OF 28.12 FEET; THENCE N00°08'07\"E A DISTANCE OF 156.24 FEET TO THE SOUTHEAST CORNER OF CITY OF GRAND ISLAND DRAINAGE RIGHT OF WAY (R.O.W.); THENCE N00°08'07\"E ALONG THE EAST LINE OF SAID DRAINAGE R.O.W. A DISTANCE OF 80.00 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE AND THE SOUTH R.O.W. LINE OF STATE STREET; THENCE S89°07'18\"E ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 20.00 FEET; THENCE S00°08'07\"W A DISTANCE OF 234.42 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 09°50'34\", A ARC LENGTH OF 61.84 FEET, A RADIUS OF 360.00 FEET AND A CHORD BEARING N67°50'28\"E FOR A DISTANCE OF 61.77 FEET TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 89°08'37\", A ARC LENGTH OF 264.49 FEET, A RADIUS OF 170.00 FEET AND A CHORD BEARING S72°30'30\"E FOR A DISTANCE OF 238.61 FEET; THENCE N00°08'09\"E A DISTANCE OF 103.35 FEET; THENCE S89°51'51\"E A DISTANCE OF 40.00 FEET; THENCE S00°08'09\"W A DISTANCE OF 71.74 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 35°54'44\", A ARC LENGTH OF 21.94 FEET, A RADIUS OF 35.00 FEET AND A CHORD BEARING S00°08'09\"W FOR A DISTANCE OF 21.58 FEET; THENCE S00°08'09\"W A DISTANCE OF 101.90 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 20,268 SQUARE FEET OR 0.47 ACRES MORE OR LESS.

PROJECT NO: 06-1410

DRAWN BY: ZLL

DATE: 12/11/2006

UTILITY EASEMENT

OLSSON
ASSOCIATES

1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608
TEL 402.474.6311
FAX 402.474.5160

EXHIBIT "A"

1



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item F1

#9108 - Consideration of Annexation of Property Located Between the East Side of the Platte Valley Industrial Park and South Locust Street and Between Wildwood Drive and Schimmer Drive (Third Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 13, 2007

Subject: Annexation - Third Reading

Item #'s: F-1

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

Background

A request has been received to consider annexation of property located east of the Platte Valley Industrial Park in the E 1/2 of Section 5, Township 10 North, Range 9 West of the 6th PM and in the SW 1/2 of Section 4, Township 10 North, Range 9 West of the 6th PM located between Wildwood Drive and Schimmer Drive on both sides of Blaine Street. The Grand Island Area Economic Development Corporation has secured options on or owns the property in the E 1/2 of 5-10-9; Tom and Carlotta Hartman own the SW 1/4 of 4-10-9; together they are requesting this annexation in anticipation of industrial development. This property is contiguous with the Grand Island Municipal limits on its western border. City Administration is also suggest that the Platte Generating Station located south of Wildwood Drive between Blaine Street and South Locust Street also be annexed at this time. Annexation of these properties will allow the extension of the zoning jurisdiction of the city as shown on the attached map.

Discussion

This property is contiguous with the Grand Island City Limits. The owner has requested this annexation.

This property is within the Grand Island Utilities Electrical Service District. This property appears to be in the Consolidated District 272 (Northwest and Cedar Hollow). This annexation will impact the two-mile extraterritorial jurisdiction of Grand Island. The attached map shows the impact this will have on the jurisdiction of the City of Grand Island. The increased jurisdiction gives the City more control over uses that could impact the well fields. A revised zoning map with the proposed zoning for areas not currently in the City jurisdiction will be considered by the Planning Commission at the February meeting and should be available for adoption by Council at the same time as the final annexation reading for this property.

The public hearing was set and the annexation plan presented to the City Council at the January 9, 2007 City Council Meeting.

Alternatives

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

1. Approve the annexation as presented
2. Modify the annexation to meet the wishes of the Council
3. Table the issue

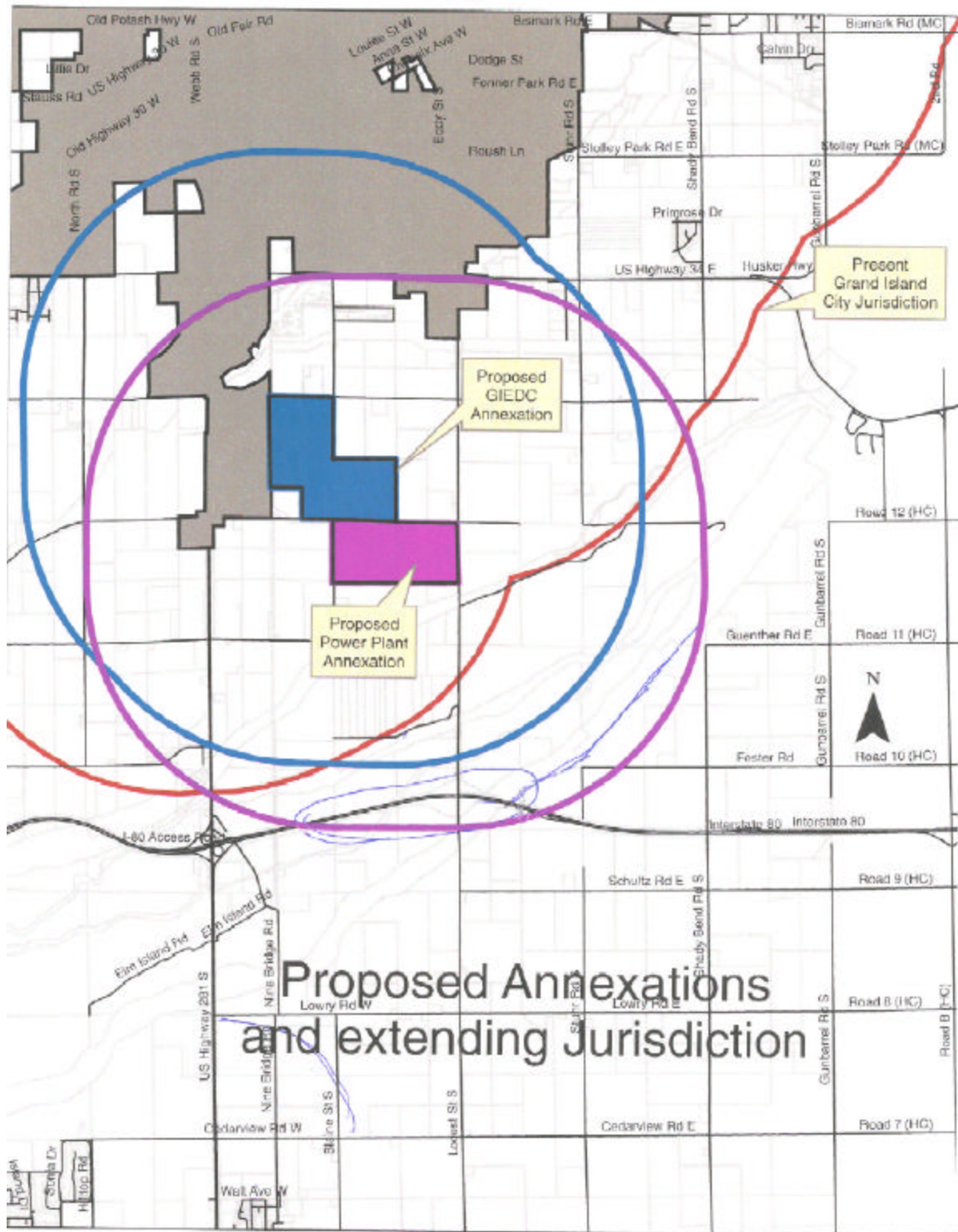
Recommendation

A motion was made by Haskins, and seconded by Brown, to recommend the annexation of the above mentioned property as presented.

A roll call vote was taken and the motion passed with 11 members present (Miller, O'Neill, Ruge, Haskins, Snodgrass, Amick, Brown, Niemann, Reynolds, Monter, Eriksen) voting in favor.

Sample Motion

Approve the annexation as Submitted.



* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9108

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land located east of the Platte Valley Industrial Park in the East Half (E 1/2) of Section Five (5), Township Ten (10) North, Range Nine (9), West of the Sixth P.M. and in the Southwest Half (SW 1/2) of Section Four (4), Township Ten (10) North, Range Nine (9), West of the 6th P.M. in Hall County, Nebraska; to provide service benefits thereto; ; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, after public hearing on January 3, 2007, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tracts of land:

Annexation Area 1:

Beginning at the Southeast Corner of Lot Sixteen (16), Scheel's Subdivision; thence South on an extension of the East Line of Scheel's Subdivision, said line also being the East Line of Platte Valley Industrial Park Third Subdivision to a point being the Southeast Corner of Lot Seven (7), Platte Valley Industrial Park Third Subdivision; thence East on a line being the South Line of the Northwest Quarter of the Southeast Quarter (NW¹/₄ SE¹/₄) of Section Five (5), Township Ten (10), Range Nine (9) West of the Sixth P.M.; and a prolongation thereof to the Southeast Corner of said Northwest Quarter of the Southeast Quarter (NW¹/₄ SE¹/₄) of Section Five (5), Township Ten (10), Range Nine (9) West of the Sixth P.M.; thence South on the West Line of the

Approved as to Form	☐ _____
March 8, 2007	☐ City Attorney

ORDINANCE NO. 9108 (Cont.)

Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Five (5), Township Ten (10), Range Nine (9) West of the Sixth P.M.; and a prolongation thereof to a point Thirty Three Feet (33') South of the North Line of Section Eight (8), Township Ten (10), Range Nine (9) West of the Sixth P.M.; Thence East on a line Thirty Three Feet (33') South of and parallel to the North Line of Section Eight (8), Township Ten (10), Range Nine (9) West of the Sixth P.M. to a point on the East Line of Section Eight (8), Township Ten (10), Range Nine (9) West of the Sixth P.M.; said point being Thirty Three Feet (33') South of the Northeast Corner of said Section Eight (8), Township Ten (10), Range Nine (9) West of the Sixth P.M.; thence continuing East on a line Thirty Three Feet (33') South of and parallel to the North Line of Section Nine (9), Township Ten (10), Range Nine (9), West of the Sixth P.M. to a point on the East Line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township Ten (10), Range Nine (9), West of the Sixth P.M.; said point being Thirty Three Feet (33') South of the Northeast Corner of the Northwest Quarter (NW $\frac{1}{4}$); thence North on the East Line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township Ten (10), Range Nine (9), West of the Sixth P.M.; and the East Line of Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4), Township Ten (10), Range Nine (9), West of the Sixth P.M.; to the Northeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4), Township Ten (10), Range Nine (9); thence West on the North Line of the Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4), Township Ten (10), Range Nine (9), West of the Sixth P.M.; to a point Thirty Three Feet (33') East of the Northwest Corner of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Four (4), Township Ten (10), Range Nine (9), West of the Sixth P.M.; thence North on a line Thirty Three Feet (33') East of and parallel to the West Line of Section Four (4), Township Ten (10), Range Nine (9), West of the Sixth P.M.; to a Point Thirty Three Feet (33') North of and Thirty Three Feet (33') East of the Northwest Corner of Section Four (4), Township Ten (10), Range Nine (9), West of the Sixth P.M.; thence West on a Line Thirty Three Feet (33') North of and parallel to the North Line of Sections Four (4), Township Ten (10), Range Nine (9), West of the Sixth P.M. and Section Five (5), Township Ten (10), Range Nine (9), West of the Sixth P.M., to the Point of Beginning.

Annexation Area 2:

Beginning at a point Thirty Three Feet (33') West of and Thirty Three Feet (33') North of the Northeast Corner of Section Eight (8), Township Ten (10), Range (9), West of the Sixth P.M.; thence South on a line Thirty Three Feet (33') West of and parallel to the East Line of Section Eight (8), Township Ten (10), Range (9), West of the Sixth P.M. to a point on the South Line of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8), Township Ten (10), Range (9), West of the Sixth P.M.; said point being Thirty Three Feet (33') West of the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8), Township Ten (10), Range Nine (9), West of the Sixth P.M.; thence East on the South Line of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8) and the South Line of the Northwest Quarter (NW $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of Section Nine (9), Township Ten (10), Range Nine (9), West of the Sixth P.M.; and a prolongation thereof to a point One Hundred Thirty Two and Fifteen Hundredths Feet (132.15') East of the Southwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Ten (10), Township Ten (10), Range Nine (9), West of the Sixth P.M.; thence Northerly a distance of Two Thousand Sixty Eight and Twenty Two Hundredths Feet (2,068.22') to a point, thence Northerly a distance of One Hundred Ninety Five and Three Hundredths Feet (195.3') to a point; thence Northerly a distance of Three Hundred Forty Five and Ninety Seven Hundredths Feet (345.97') to the South

ORDINANCE NO. 9108 (Cont.)

Line of Wildwood Drive; thence continuing North on a line to a Point Thirty Three Feet (33') North of and One Hundred Forty and Eighty Five Hundredths Feet (140.85') East of the Southwest Corner of Section Three (3), Township Ten (10), Range Nine (9), West of the Sixth P.M.; thence West on a Line Thirty Three Feet (33') North of an parallel to the South Line of Section Three (3), Township Ten (10), Range Nine (9), West of the Sixth P.M., and Section Four (4), Township Ten (10), Range Nine (9), West of the Sixth P.M., to the Point of Beginning.

WHEREAS, such ordinance was approved on first reading on February 13, 2007;

and

WHEREAS, such ordinance was approved on second reading on February 27, 2007.

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

SECTION 1. That the above described tracts of land are hereby annexed into the City of Grand Island, and shall be entitled to all the rights and privileges, and shall be subject to all the laws, ordinances, rules, and regulations of the City of Grand Island.

SECTION 2. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G1

**Receipt of Official Document - Tort Claim Filed by STL
Transportation**

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale M. Shotkoski, City Attorney

Meeting: March 13, 2007

Subject: Tort Claim – STL Transportation

Item #'s: G-1

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

Background

The City of Grand Island has received a Notice of Tort Claim on behalf of STL Transportation, alleging certain claims in connection with an incident which occurred on December 31, 2006, on Highway 30 outside of Grand Island. While dark, a truck driver for STL Transportation struck a live power line that was hanging low over the roadway, sustaining damages.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of STL Transportation, is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Grand Island, a written notice of the claim must be filed with the City clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Grand Island has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Administrator's office or the City Attorney, and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter

on for formal consideration. Even then, we ask that comments be carefully considered so that the legal rights of all parties are preserved.

Discussion

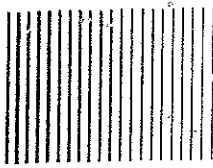
This is not an item for council action other than to simply acknowledge that the claim has been received.

Recommendation

City Administration recommends that the Council take no action other than acknowledge receipt of the claim.

Sample Motion

Motion to approve acknowledgement of the Tort Claim filed by STL Transportation.



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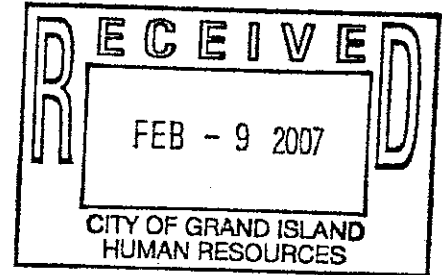
*mailed to Laura
on 2/12/07*

Celebrating 50 years of service

February 7, 2007

HUMAN RESOURCES DEPT
CITY OF GRAND ISLAND
100 E 1ST ST
GRAND ISLAND NE 68801

MARLA CONLEY
HALL COUNTY CLERK
121 S PINE ST
GRAND ISLAND NE 68801



RE: O/File #: B71602-M-980
O/Insured: STL Transportation
O/Driver: Vitaliy Snegur
D/Loss: 12/31/06

Dear Ladies and Gentlemen:

This letter is regarding the above-captioned claim and an incident that happened on Highway 30 outside of Grand Island, Nebraska on the above-captioned date. This incident occurred when in the hours of darkness, our insured struck a live power line that was hanging low over the roadway. Witnesses indicate that they had called the 911 center previous to the accident and alerted authorities to this state of affairs and were told that nothing would be done about this power line. Subsequent to the calls to 911, our insured struck the power line and sustained damage. As the enclosed police report indicates, our insured was southbound Alda Road approximately one-quarter mile south of Gunther Road.

The authorities were forewarned about this dangerous situation and did not take precautions as they reasonably should have to make the roadway safe for passersby, therefore, we believe that the city of Grand Island and/or Hall County are responsible for damages listed herein. Therefore, we are demanding full reimbursement of Great West Casualty Company's loss in the amount of \$31,598.01, which includes \$2,962.30 in semi-tractor repairs, \$18,153.25 in trailer repairs, and \$10,482.46 in cargo related damages. In addition, our insured paid their \$1,000 deductible.

In addition, our insured suffered a loss of use in the amount of \$14,954.56. Please see the enclosed documentation.

WE CAN PROVIDE BETTER CUSTOMER SERVICE WHEN YOU REFER TO THE ABOVE FILE NUMBER

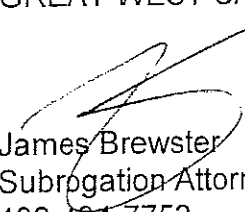
Claim No. B71602-M-980

Page 2

In the event no additional clarification is needed regarding the claims forwarded herein, and you wish to settle the property damages to the tractor, trailer, and cargo which resulted from this accident, please issue two drafts. Make the first draft payable to Great West Casualty Company, as subrogee of STL Transportation in the amount of \$31,098.01, and mail it to the above address. Make the second draft payable to our insured STL Transportation in the amount of \$15,954.56 and mail it to their address of 1841 Northwest Wonderview Avenue, Gresham, Oregon, 97030. If you have any questions, please call me at 1-800-228-8602, Extension 7752.

Sincerely,

GREAT WEST CASUALTY COMPANY



James Brewster
Subrogation Attorney
402-494-7752

DJBfe7hr/jlp

Enclosures

Claim Against the City Of Grand Island

Who is Making the Claim:

Name: Great West Casualty
and STL Transportation
Address: P.O. Box 277
Phone: South Sioux City, NE 68776
800-228-PEOD x 7752

RECEIVED

JAN 26 2007

MRO-8

B71604
151

What happened?

Please see
attached
letter for
claim info.

Where did it happen?

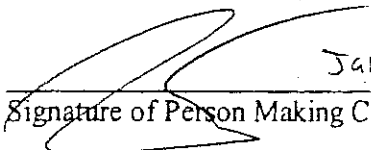
When did it happen (time and date)?

What are the damages? (Exact dollar amount of claim; please attach copies of bills, estimates or other appropriate documents.)

Who do you believe is at fault, and why?

Was the incident reported to anyone else? (i.e. Police, Utilities, etc.)

Is there any other information not included above?

 James F. Brewster 2-8-07
Signature of Person Making Claim Date

Please return completed form to:
Human Resources Dept
100 East First Street
Grand Island, NE 68801
(308) 385-5444, ext. 137



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G2

Approving Minutes of February 27, 2007 City Council Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 27, 2007

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 February 27, 2007. Notice of the meeting was given in *The Grand Island Independent* on February 21, 2007.

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

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

MAYOR COMMUNICATION: Mayor Hornady acknowledged Community Youth Council members Taylor O'Boyle and Amber Moreno. Mentioned was the Lipizzaner Stallions at the Heartland Events Center, Wednesday, February 28, 2007.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Scott Arnold, Police Officer for 25 Years of Service with the City. Mayor Hornady and the City Council recognized Police Officer Scott Arnold for his 25 years of service with the City. Officer Arnold was not present for the presentation due to sickness. Chief Lamken will see that he receives the certificate.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located along the East Side of 940 N. Webb Road (JLF, LLC). Gary Mader, Utilities Director reported that acquisition of a utility easement located along the east side of 940 N. Webb Road, east of Home Depot was needed in order to have access to install, upgrade, maintain, and repair all utilities, but specifically water mains. This easement would be used to place a water main on the west side of Webb Road to provide water service to Lots 10, 11 & 13 of Meadowlark Fourth Subdivision. No public testimony was heard.

Public Hearing Concerning Acquisition of Utility Easement Located along the East Side of 1002 N. Webb Road (Allen Webb Road, LLC). Gary Mader, Utilities Director reported that acquisition of a utility easement located along the east side of 1002 N. Webb Road, east of Home Depot was needed in order to have access to install, upgrade, maintain, and repair all utilities, but specifically water mains. This easement would be used to place a water main on the west side of Webb Road to provide water service to Lots 10, 11 & 13 of Meadowlark Fourth Subdivision. No public testimony was heard.

Public Hearing Concerning Acquisition of Utility Easement Located along the East Side of 820 N. Webb Road (Allen Phase III, LLC). Gary Mader, Utilities Director reported that acquisition of a utility easement located along the east side of 820 N. Webb Road, east of Home Depot was needed in order to have access to install, upgrade, maintain, and repair all utilities, but specifically water mains. This easement would be used to place a water main on the west side of Webb Road to provide water service to Lots 10, 11 & 13 of Meadowlark Fourth Subdivision. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement Located Between 13th Street and State Street, West of the Moores Creek Drainway (Shafer Commercial Properties, LLC) Steve Riehle, Public Works Director reported that acquisition of a public utility easement between 13th Street and State Street, west of the Moores Creek Drainway was needed in order to have access to public sanitary sewer. No public testimony was heard.

ORDINANCES:

#9108 – Consideration of Annexation of Property Located Between the East Side of the Platte Valley Industrial Park and South Locust Street and Between Wildwood Drive and Schimmer Drive (Second Reading)

Chad Nabity, Regional Planning Director reported Ordinance #9108 related to the aforementioned Public Hearing and this was the second of three readings.

Motion by Pielstick, second by Whitesides to approve Ordinance #9108 on second reading. Upon roll call vote, all voted aye. Motion adopted.

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

#9109 – Consideration of Amendments to Chapter 5 of the Grand Island City Code Relative to Animals

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

Dale Shotkoski, City Attorney reported that Chapter 5 of the Grand Island City Code – Animals needed a couple of minor changes. Section 5-8 and 5-9 would change “Humane Society” to the “Health Department”.

Motion by Gilbert, second by Meyer to approve Ordinance #9109.

City Clerk: Ordinance #9109 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 #9109 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9109 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of February 13, 2007 City Council Regular Meeting.

#2007-40 – Approving Acquisition of Utility Easement Located Along the East Side of 940 N. Webb Road (JLF, LLC).

#2007-41 – Approving Acquisition of Utility Easement Located Along the East Side of 1002 N. Webb Road (Allen Webb Road, LLC).

#2007-42 – Approving Acquisition of Utility Easement Along the East Side of 820 N. Webb Road (Allen Phase III, LLC).

#2007-43 – Approving Bid Award for Water Main District 455 – Park-View Subdivision with The Starostka Group, Inc. of Grand Island, Nebraska in an Amount of \$219,862.80.

#2007-44 – Approving Bid Award for Air Heater Baskets & Seals – Platte Generating Station with Alstom Power, Inc. of Wellsville, New York in an Amount of \$192,139.00.

#2007-45 – Approving Bid Award for Mobile Data Systems & Mobile Digital Video Systems with Data911 Mobile Computer Systems of Chesterfield, Missouri in an Amount of \$40,856.16.

#2007-46 – Approving Change Order #4 for Fire Station #1 Construction with Tri Valley Builders, Inc. of Grand Island, Nebraska in a Decreased Amount of \$656.00 and a Revised Contract Amount of \$2,396,055.00.

#2007-47 – Approving Acquisition of Public Utility Easement Located Between 13th Street and State Street, West of the Moores Creek Drainway (Shafer Commercial Properties, LLC).

#2007-48 – Approving Final Application for Safe Routes to Schools Project – Walnut Middle School.

#2007-49 – Approving Bid Award for Traffic Signal Project #2006-TS-1 (US Highway 30 and Public Safety Drive) with Ensley Electrical Services, Inc. of Grand Island, Nebraska in an Amount of \$85,835.60.

#2007-50 – Approving Bid Award for Five Copier/Printer/Scanners with Modern Methods of Grand Island, Nebraska in an Amount of \$1,557.00 per month.

REQUESTS AND REFERRALS:

Consideration of Request from Humberto Macias, 1420 North Piper Street Relative to Chapter 32 of the Grand Island City Code Regarding Street Vendors and Solicitor Business Hours. Humberto Macias, 1420 North Piper requested through interpreter Jasmine Ruiz, 412 North Cleburn Street asking the City Council to extend the hours for street vendors and solicitors in City Code Section 32-46 from 8:00 a.m. to 2:00 a.m.

Discussion was held concerning residential areas and the affect of having vendors there until 2:00 a.m.

Motion was made by Meyer, second by Whitesides to deny the request. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Nickerson to approve the Claims for the period of February 14, 2007 through February 27, 2007, for a total amount of \$2,450,990.82. Motion adopted unanimously.

Motion by Cornelius, second by Nickerson to approve the following Claim for the Library Expansion for the period of February 14, 2007 through February 27, 2007:

#53 \$3,642.69

Questions were answered concerning the amount for mileage and rooms.

Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:30 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G3

Approving Preliminary Plat for Woodland Park Fifth Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 13, 2007

Subject: Woodland Park Fifth Subdivision – Preliminary Plat

Item #'s: G-3

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

Background

This preliminary plat proposes to create 45 lots on a tract of land located in the West Half of the Southeast Quarter of Section Two, Township Eleven North, Range Ten West of the 6th P.M., Grand Island, Hall County, Nebraska. This land consists of approximately 9.28 acres. City sewer and water is available to the property and will be extended to serve all lots. The proposed streets are 37 foot concrete curb and gutter standard city streets.

Discussion

The preliminary plat for Woodland Park Fifth Subdivision was considered by the Regional Planning Commission at the March 7, 2007 meeting. A motion was made by Miller and seconded by Reynolds to approve the plat contingent on storm sewer installation in the Independence Avenue ditch, consistent with the original preliminary plat. A roll call vote was taken and the motion carried with 8 members present voting in favor (Eriksen, Miller, O'Neill, Ruge, Reynolds, Niemann, Monter, Snodgrass).

Alternatives

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

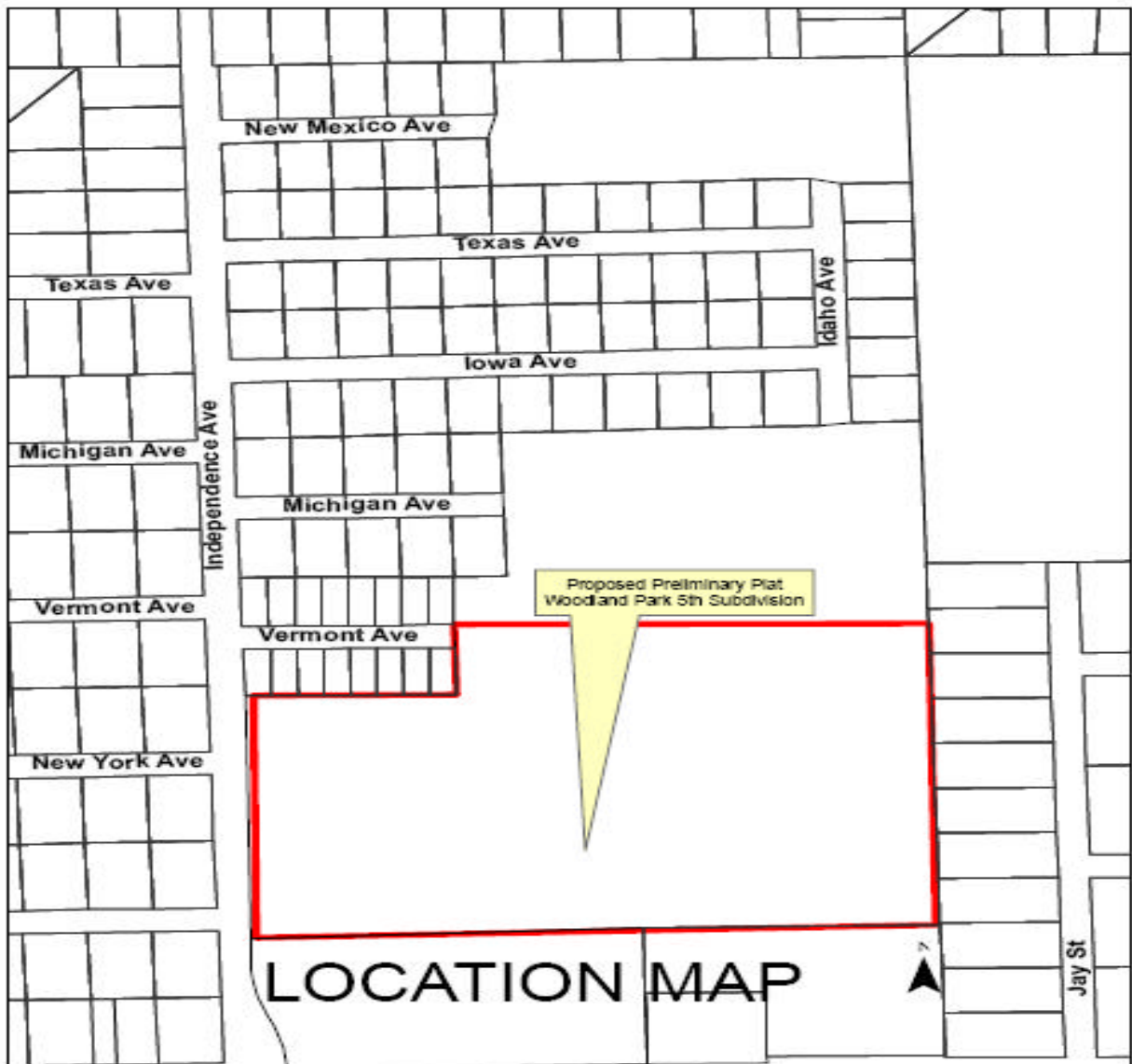
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the preliminary plat contingent on storm sewer installation in the Independence Avenue ditch consistent with the original preliminary plat.

Sample Motion

Motion to approve as recommended.



[illegible]

OWNER
EXCEL DEVELOPMENT GROUP
3101 CENTRAL PARK DRIVE
LINCOLN, NEBRASKA

LAND SURVEYOR AND ENGINEER
REGA ENGINEERING GROUP, INC...
4027 PHOENIX BOULEVARD, SUITE A
LINCOLN, NEBRASKA

RECEIVED

ISSUED FOR:	DATE:	BY:
CITY OF CHANDLER, INDIAN	2-11-07	FHS

OWNER
EXCEL DEVELOPMENT GROUP
3101 CENTRAL PARK DRIVE
LINCOLN, NEBRASKA

LAND SURVEYOR AND ENGINEER
REGA ENGINEERING GROUP, INC.,
4027 PHOENIX BOULEVARD, SUITE A
LINCOLN, NEBRASKA

[illegible]



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G4

**#2007-51 - Approving Re-Adopting the City of Grand Island
Official Zoning Map**

Staff Contact: Chad Nabity

R E S O L U T I O N 2007-51

WHEREAS, the Mayor and City Council of the City of Grand Island are committed to the orderly plan necessary to accommodate future growth and transportation needs; and

WHEREAS, on July 13, 2004, by Resolution 2004-154, the City of Grand Island approved and adopted the Official Zoning Map as prepared by the firm of JEO Consulting, Inc. of Wahoo, Nebraska; and

WHEREAS, on March 7, 2006, by Resolution 2006-67, the City Council approved the use of a map produced from the Hall County GIS as the official zoning map for the City of Grand Island based on the 2004 comprehensive plan of JEO consulting, Inc.; and

WHEREAS, numerous changes and amendments to the Plan have been approved since its re-adoption on March 7, 2006; and

WHEREAS, on February 7, 2007, the Regional Planning Commission held a public hearing on such issue, and recommended approval of such updated plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby approves and adopts the Official Zoning Map incorporating changes made since its re-adoption in 2006.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G5

#2007-52 - Approving Acquisition of Utility Easement Located South of State Street and East of North Road (Little B's Corporation)

Staff Contact: Gary R. Mader

RESOLUTION 2007-52

WHEREAS, a public utility easement is required by the City of Grand Island, from Little B's Corporation, , to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on March 13, 2007, for the purpose of discussing the proposed acquisition of an easement located in a part of the West Half of the Southwest Quarter (W ½ SW ¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, being more particularly described as follows:

Commencing at the northwest corner of Lot Five (5) Block Three (3) Summerfield Estates Seventh Subdivision in the City of Grand Island, Hall County, Nebraska; thence on an assumed bearing of N89°51'53"W along the north line of said Summerfield Estates Seventh Subdivision, a distance of twenty (20.0) feet to the Actual point of beginning; thence continuing along the north line of said Summerfield Estates Seventh Subdivision N89°51'53"W, a distance of forty (40.0) feet to the northeast corner of Lot Twenty-five (25) Block One (1) said Summerfield Estates Seventh Subdivision; thence N00°08'09"E, a distance of eleven and eighty-seven hundredths (11.87) feet to a point of curvature; thence around a curve in a counter-clockwise direction having a delta angle of 117°12'57", an arc length of three hundred six and eighty-seven hundredths (306.87 feet), a radius of one hundred fifty (150.0) feet and a chord bearing N58°28'21"W, a distance of two hundred fifty-six and nine hundredths (256.09) feet to a point of reverse curvature; thence around a curve in a clockwise direction having a delta angle of 11°08'30", an arc length of seventy-three and eighty-nine hundredths (73.89) feet, a radius of three hundred eighty (380.0) feet and a chord bearing S68°29'26"W, a distance of seventy-three and seventy-eight hundredths (73.78) feet; thence N89°51'51"W, a distance of forty-five and eighty-four hundredths (45.84) feet; thence N00°08'09"E, a distance of twenty (20.0) feet; thence S89°51'51"E, a distance of twenty-eight and twelve hundredths (28.12) feet; thence N00°08'07"E, a distance of one hundred fifty-six and twenty-four hundredths (156.24) feet to the southeast corner of the City of Grand Island drainage right-of-way; thence N00°08'07"E along the east line of said drainage right-of-way, a distance of eighty (80.0) feet to the point of intersection of said east right-of-way line and the south right-of-way line of State Street; thence S89°07'18"E along said south right-of-way line, a distance of twenty (20.0) feet; thence S00°08'07"W, a distance of two hundred thirty-four and forty-two hundredths (234.42) feet to a point of curvature; thence around a curve in a counter-clockwise direction having a delta angle of 09°50'34", an arc length of sixty-one and eighty-four hundredths (61.84) feet, a radius of three hundred sixty (360.0) feet and a chord bearing N67°50'28"E, for a distance of sixty-one and seventy-seven hundredths (61.77) feet to a point of reverse curvature; thence around a curve in a clockwise direction having a delta angle of 89°08'37", an arc length of two hundred sixty-four and forty-nine hundredths (264.49) feet, a radius of one hundred seventy (170.0) feet and a chord bearing S72°30'30"E, for a distance of two hundred thirty-eight and sixty-one hundredths (238.61) feet; thence N00°08'09"E, a distance of one hundred three and thirty-five hundredths

RESOLUTION NO. 31 (Cont.)

(103.35) feet; thence S89°51'51"E, a distance of forty (40.0) feet; thence S00°08'09"W, a distance of seventy-one and seventy-four hundredths (71.74) feet to a point of curvature; thence around a curve in a counter-clockwise direction having a delta angle of 35°54'44", an arc length of twenty-one and ninety-four hundredths (21.94) feet, a radius of thirty-five (35.0) feet and a chord bearing S00°08'09"W, a distance of twenty-one and fifty-eight hundredths (21.58) feet; thence S00°08'09"W, a distance of one hundred one and ninety hundredths (101.90) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.465 acres, more or less, as shown on the plat dated December 11, 2006, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Little B's Corporation, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G6

**#2007-53 - Approving Bid Award for 2007 Concrete Ready-Mix
for the Streets Division of the Public Works Department**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 13, 2007

Subject: Approving Bid Award for Concrete Ready-Mix for 2007

Item #'s: G-6

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

Background

On February 7, 2007 the Street & Transportation Division of the Public Works Department advertised for bids for the purchase of concrete ready-mix to be used in conjunction with in-house concrete repairs throughout the calendar year 2007.

Discussion

Three bids were received and opened on February 20, 2007. All three bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

<i>Vendor</i>	<i>Exceptions</i>	<i>Unit Prices</i>
Brodsky's Ready-Mix Grand Island, NE	None	\$60.80 per cubic yard
Gerhold Concrete Company Grand Island, NE	None	\$59.00 per cubic yard
Consolidated Concrete Grand Island, NE	None	\$63.50 per cubic yard

There are sufficient funds in Account No. 10033503-85547 to purchase this material.

Alternatives

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

1. Approve awarding the bid to Gerhold Concrete Co. in the amount of \$59.00 per cubic yard.
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 awarding the contract for the purchase of the concrete ready-mix to Gerhold Concrete Co. of Grand Island, Nebraska.

Sample Motion

Move to approve the award of the contract.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 20, 2007 at 11:00 a.m.

FOR: Concrete Ready Mix for 2007

DEPARTMENT: Public Works

ENGINEER'S ESTIMATE: \$64.00 per cubic yard \$102,400.00

FUND/ACCOUNT: 10033503-85545

PUBLICATION DATE: February 7, 2007

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Brodsky's Ready Mix</u> Grand Island, NE	<u>Gerhold Concrete Co.</u> Grand Island, NE
Exceptions:	None	None
Bid Price:	\$60.80 per cubic yard	\$59.00 per cubic yard

Bidder:	<u>Consolidated Concrete</u> Grand Island, NE
Exceptions:	None
Bid Price:	\$63.50 per cubic yard

cc: Steve Riehle, Public Works Director
Scott Johnson, Street Superintendent
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director
Dale Shotkoski, Purchasing Agent

P1143

RESOLUTION 2007-53

WHEREAS, the City of Grand Island invited sealed bids for furnishing Concrete Ready-Mix for 2007 for the Street & Transportation Division, according to plans and specifications on file with the Street Division of the Public Works Department; and

WHEREAS, on February 20, 2007, bids were received, opened and reviewed; and

WHEREAS, Gerhold Concrete Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$59.00 per cubic yard; and

WHEREAS, the bid of Gerhold Concrete Company is less than the estimate for the concrete ready-mix.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gerhold Concrete Company of Grand Island, Nebraska, in the amount of \$59.00 per cubic yard for concrete ready-mix is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G7

#2007-54 - Approving Bid Award for 2007 Concrete Pavement and Storm Sewer Repair for the Streets Division of the Public Works Department

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 13, 2007

Subject: Approving Bid Award for Portland Concrete Pavement and Storm Sewer Repairs for 2007

Item #'s: G-7

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

Background

On February 7, 2007 the Street & Transportation Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repair for the calendar year 2007.

Discussion

Two bids were received and opened on February 20, 2007. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

<i>Vendor</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Total Bid</i>
O.K. Paving Hordville, NE	None	Cashier's Check	\$608,585.00
The Diamond Engineering Co. Grand Island, NE	None	Universal Surety Co.	\$608,763.00

There are sufficient funds in Account No. 10033506-85351 (Concrete Repair), 10033504-85318 (Storm Sewer Repair), 10033503-85318 (Curb & Gutter), and 10033503-85547 (Materials) to fund this contract. This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2007/2008, the scope of work for this contract will be scaled down accordingly.

Alternatives

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

1. Approve awarding the bid to OK Paving, 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 awarding the contract to OK Paving, Inc. of Hordville, Nebraska, for the amount of \$608,585.00.

Sample Motion

Move to approve the award of the contract for concrete pavement and storm sewer repair for 2007.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 20, 2007 at 11:15 a.m.

FOR: Concrete Pavement & Storm Sewer Repair 2007

DEPARTMENT: Public Works

ENGINEER'S ESTIMATE: \$650,000.00

FUND/ACCOUNT: 10033506-85351
10033504-85318
10033503-85318
10033503-85547

PUBLICATION DATE: February 7, 2007

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u> Grand Island, NE	<u>OK Paving, Inc.</u> Horadville, NE
Bid Security:	Universal Surety Company	\$30,429.25
Exceptions:	None	None
Bid Price:	\$608,763.00	\$608,585.00

cc: Steve Riehle, Public Works Director
Scott Johnson, Street Superintendent
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director
Dale Shotkoski, Purchasing Agent

P1144

RESOLUTION 2007-54

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repair 2007, according to plans and specifications on file with the Street Division of the Public Works Department; and

WHEREAS, on February 20, 2007, bids were received, opened and reviewed; and

WHEREAS, OK Paving of Hordville, 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 \$608,585.00; and

WHEREAS, OK Paving's bid is less than the engineer's estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of OK Paving of Hordville, Nebraska, in the amount of \$608,585.00 for Concrete Pavement and Storm Sewer Repair 2007 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G8

#2007-55 - Approving Bid Award for 2007 Hot Mix Asphalt for the Streets Division of the Public Works Department

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 13, 2007

Subject: Approving Bid Award for Hot-Mix Asphaltic Concrete for 2007

Item #'s: G-8

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

Background

On February 7, 2007 the Street & Transportation Division of the Public Works Department advertised for bids for the purchase of hot-mix asphaltic concrete to be used in conjunction with in-house asphalt work throughout the calendar year 2007.

Discussion

Two bids were received and opened on February 20, 2007. Both bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

<i>Vendor</i>	<i>Exceptions</i>	<i>Unit Prices</i>	<i>Average Price</i>
Gary Smith Construction Grand Island, NE	None	Type "A" – \$37.00/ton Type "B" - \$29.00/ton Type "C" – \$36.00/ton	\$34.00/ton
J.I.L. Asphalt Paving Grand Island, NE	None	Type "A" - \$35.55/ton Type "B" - \$28.90/ton Type "C" – \$34.65/ton	\$33.03/ton

There are sufficient funds in Account No. 10033503-85547 to purchase this material.

Alternatives

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

1. Approve awarding the bid to J.I.L. Asphalt Paving Company at \$35.55/ton for Type A; \$28.90/ton for Type B; and \$34.65/ton for Type C.
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 awarding the purchase of the hot-mix asphaltic concrete to J.I.L. Asphalt Paving Company of Grand Island, Nebraska.

Sample Motion

Move to approve the award of the contract.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: February 20, 2007 at 11:30 a.m.

FOR: Asphalt Hot Mix for 2007

DEPARTMENT: Public Works

ENGINEER'S ESTIMATE: \$35.00 per ton average \$70,000.00

FUND/ACCOUNT: 10033503-85545

PUBLICATION DATE: February 7, 2007

NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>J.I.L. Asphalt Paving Co.</u> Grand Island, NE	<u>Gary Smith Construction Co.</u> Grand Island, NE
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Exceptions:	None	None
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Bid Price:

Type A:	\$35.55 per ton	\$37.00 per ton
Type B:	\$28.90 per ton	\$29.00 per ton
Type C:	\$34.65 per ton	\$36.00 per ton

cc: Steve Riehle, Public Works Director
Scott Johnson, Street Superintendent
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director
Dale Shotkoski, Purchasing Agent

P1145

RESOLUTION 2007-55

WHEREAS, the City of Grand Island invited sealed bids for furnishing Asphalt Hot-Mix for 2007, according to plans and specifications on file with the Street Division of the Public Works Department; and

WHEREAS, on February 20, 2007, bids were received, opened and reviewed; and

WHEREAS, J.I.L. Asphalt Paving 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 \$35.55 per ton for Type "A" asphaltic concrete, \$28.90 per ton for Type "B" asphaltic concrete, and \$34.65 per ton for Type "C" asphaltic concrete.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of J.I.L. Asphalt Paving of Grand Island, Nebraska, in the amount of \$35.55 per ton for Type "A", \$28.90 per ton for Type "B" asphalt hot-mix and \$34.65 per ton for Type "C" asphaltic concrete hot-mix is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G9

**#2007-56 - Approving Bid Award for 26,000 GVW Dump Truck
(Streets Division of the Public Works Department)**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 13, 2007

Subject: Approving Bid Award for 26,000 GVW Dump Truck
(Streets Division of the Public Works Department)

Item #'s: G-9

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

Background

On February 9, 2007 the Streets Division of the Public Works Department advertised for bids for the purchase of one (1) minimum 26,000 GVW Dump Truck. Funds for the truck were in the approved 2006/2007 budget. The estimate was \$58,000.00.

Discussion

Eight bids were received and opened on February 28, 2007. The Streets Division of the Public Works Department reviewed the bids that were received. Hansen International Truck, Inc. of Grand Island, NE was low bid. Exceptions to the bids were minimal. A summary of the bids is shown below.

<i>Bidder</i>	<i>Manufacturer</i>	<i>Exceptions</i>	<i>Total Bid w/o ext. warranty</i>
Hansen International Truck, Inc. Grand Island, NE	International w/Rugby dump body	Noted	\$57,415.00
Hansen International Truck, Inc. Grand Island, NE	International w/LCL dump body	Noted	\$58,827.00
Hansen International Truck, Inc. Grand Island, NE	International w/Crysteel dump body	Noted	\$59,025.00
Tom Dinsdale Chev, Cad, GMC Grand Island, NE	GMC w/Rugby dump body	Noted	\$60,080.50
Tom Dinsdale Chev, Cad, GMC Grand Island, NE	GMC w/LCL dump body	Noted	\$61,255.00
Tom Dinsdale Chev, Cad, GMC Grand Island, NE	GMC w/Crysteel dump body	Noted	\$61,690.50

Nebraska Truck Center, Inc. Grand Island, NE	Freightliner w/LCL dump body	Noted	\$62,400.00
Nebraska Truck Center, Inc. Grand Island, NE	Freightliner w/Crysteel dump body	Noted	\$62,600.00

There are sufficient funds for this purchase in Account No. 10033501-85625/85650.

Alternatives

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

1. Move to approve the purchase of the dump truck.
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 26,000 GVW dump truck in the amount of \$57,415.00 from Hansen International Truck, Inc. of Grand Island, Nebraska.

Sample Motion

Motion to approve the purchase of the 26,000 GVW dump truck from Hansen International Truck, Inc. of Grand Island, Nebraska in the amount of \$57,415.00.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: February 28, 2007 at 11:00 a.m.

FOR: (1) 26,000 GVW Dump Truck

DEPARTMENT: Public Works

ENGINEER'S ESTIMATE: \$58,000.00

FUND/ACCOUNT: 10033001-85625

PUBLICATION DATE: February 9, 2007

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>Nebraska Truck Center, Inc.</u> Grand Island, NE	<u>Tom Dinsdale Chevrolet Cadillac</u> Grand Island, NE
Exceptions:	Noted	Noted
Make:	Freightliner	GMC
Bid Price:	\$62,400.00 (LCL Body) \$62,600.00 (Matt Friend Body)	\$61,255.00 (LCL Body) \$61,690.50 (Matt Friend Body) \$60,080.50 (Option Bid)

Bidder:	<u>Hansen International Truck, Inc.</u> Grand Island, NE
Exceptions:	Noted
Make:	International
Bid Price:	\$57,415.00 (Rugby Body) \$58,827.00 (LCL Body) \$59,025.00 (Crysteel Body)

cc: Steve Riehle, Public Works Director
Scott Johnson, Street Superintendent
Gary Greer, City Administrator
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director
Danelle Collins, PW Admin. Assist.
Dale Shotkoski, Purchasing Agent

R E S O L U T I O N 2007-56

WHEREAS, the City of Grand Island invited sealed bids for One (1) 26,000 GVW Dump Truck, according to specifications on file with the City Engineer; and

WHEREAS, on February 28, 2007, bids were received, opened and reviewed; and

WHEREAS, Hansen International Truck, Inc., of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$57,415.00; and

WHEREAS, Hansen International Truck, Inc.'s bid is less than the estimate for such vehicle.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hansen International Truck, Inc. of Grand Island, Nebraska, in the amount of \$57,415.00 for one 26,000 GVW Dump Truck is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G10

**#2007-57 - Approving Bid for Sale of Lot One (1) of Dale Roush
Third Subdivision Located at 1 Navajo Drive**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director
Meeting: March 13, 2007
Subject: Approving Sale of No. 1 Navajo Drive
Item #'s: G-10
Presenter(s): Steven P. Riehle, Public Works Director

Background

The Advertisement to bidders was submitted on February 18, 2007 to the Grand Island Daily Independent and published on said date. Sealed bids were submitted to the office of City Clerk and at 11:00a.m. on March 6, 2007 the bids were opened.

This property was acquired in April 2005 for the construction of a sanitary sewer district to serve the Indian Acres area and for a future extension of Independence Avenue. The lot was subdivided as Dale Roush 3rd Subdivision in October 2006 with a portion of the lot dedicated as street Right-of-way for the future extension of Independence Avenue. The 14,572 square foot lot that was left is sub-standard because the typical lot size for the subdivision is 20,000 square feet.

Discussion

Sealed bids were received at the office of the City Clerk on March 6, 2007. Two bids were received and the high bid was \$3,110.00 submitted by Steven A. Manolidis. This lot was previously advertised for sale and no bids were received.

The value of lot was appraised at \$15,000. There is a 2-car concrete block garage on the lot that would have to be removed to make a buildable lot. Because the cost to remove the garage reduces the appraised value of the lot, the bid is considered acceptable.

Alternatives

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

1. Move to approve a resolution authorizing the Mayor to execute the sale.
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 a Resolution allowing the Mayor to sign the Resolution allowing the sale of No. 1 Navajo Drive in the Dale Roush Third Subdivision in the amount of \$3,110.00 to Steven A. Manolidis.

Sample Motion

Motion to approve the sale of Lot One (1) of Dale Roush Third Subdivision to Steven A. Manolidis in the amount of \$3,110.00.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

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BID OPENING

BID OPENING DATE: March 6, 2007 at 11:00 a.m. (Re-Bid)

FOR: Purchasing Lot One (1) of Dale Roush Third Subdivision

DEPARTMENT: Public Works

ENGINEER'S ESTIMATE: \$15,000.00

FUND/ACCOUNT: 53030001-74830

PUBLICATION DATE: February 18, 2007

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>Gary Christensen</u> Grand Island, NE	<u>Steven A. Manolidis</u> Grand Island, NE
Bid Security:	\$82.75	\$155.50
Bid Price:	\$1,655.00	\$3,110.00

cc: Steve Riehle, Public Works Director
Ben Thayer, WWTP Engineer
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director
Dale Shotkoski, Purchasing Agent

P1140

RESOLUTION 2007-57

WHEREAS, the City of Grand Island is the owner of No. 1 Navajo Drive in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the property was purchased for the construction of a sanitary sewer main and a future city street; and

WHEREAS, the 14,572 square feet lot that is left after dedication of the street right-of-way can be developed now that city sanitary sewer is available to the lot; and

WHEREAS, it is in the best interests of the City that No. 1 Navajo Drive be sold so the property can be placed back on the tax roles; and

WHEREAS, on March 6, 2007, sealed bids were received, opened and reviewed; and

WHEREAS, Steven A. Manolidis of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$3,110.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sale of No. 1 Navajo Drive in the City of Grand Island, Hall County, Nebraska to Steven A. Manolidis for the purchase price of \$3,110.00 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G11

**#2007-58 - Approving Contract for City Administrator
Recruitment**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: March 13, 2007

Subject: Contract for Services to Conduct City Administrator Recruitment

Item #'s: G-11

Presenter(s): Brenda Sutherland, Human Resources Director

Background

January 15, 2007, City Administrator, Gary Greer, gave notice to Mayor Hornady that he would be terminating his employment with the City on March 16, 2007. He later asked to accelerate his departure date and did so on February 9, 2007. The City has been operating under the direction of the Mayor since that time.

The position of City Administrator is a statutory position that is appointed by the Mayor with the approval of the Council and serves at the pleasure of the Mayor for the same term.

Discussion

The City has used different approaches for the recruitment and hiring of past City Administrators. The processes that have been used in the past to fill this position have consisted of in-house committees as well as the assistance of consulting firms. Consideration has been given to handling the search internally. The problem with that approach is the lack of outreach or access to the applicants that we would hope to reach. The last time this position was open the City used a firm called Kenexa to handle the recruitment and testing process for the City. The process was well managed and a highly qualified candidate was hired. I am recommending a similar process this time. However, due to the current market, I am recommending a consulting firm with experience in municipal executive searches. The City advertised an RFP for consulting companies that *specialize* in the recruitment of public sector executives.

The City received nine proposals from vendors. Administration is recommending contracting with The Mercer Group, Inc. to oversee the recruitment process to fill the City Administrator position. This company has been in the business of executive

recruitment for local governments for many years. The cost for services will be \$16,500 for the recruitment process plus expenses not to exceed \$8,000. The Mercer Group, Inc. was chosen because of the quality process they offer that includes a position profile, assessment testing and extensive background checks. Factors used to compare companies were; specialize in executive level recruitment in the public sector, provide an extensive screening process, provides a placement guarantee, provides professional services to identify a candidate profile, and provides extensive background checks. While the companies that submitted proposals were qualified in these different areas, some provided longer guarantees, more stringent screening and more impressive lists of placements as well as satisfied references.

Once the contract is approved, the process will begin immediately. The estimated time frame for filling the position will be 90 – 120 days. The contract is on file at the Clerk's office for review.

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 proposed contract with The Mercer Group, Inc.

Sample Motion

Motion to approve the contract with the Mercer Group, Inc. for the City Administrator search.



Dale M. Shotkoski, Assistant City Attorney

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**REQUEST FOR PROPOSAL
FOR
CITY ADMINISTRATOR RECRUITMENT**

RFP DUE DATE: February 26, 2007 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: February 9, 2007

NO. POTENTIAL BIDDERS: 8

SUMMARY OF PROPOSALS RECEIVED

The Brimeyer Group, Inc.
Hopkins, MN

The Mercer Group, Inc.
Santa Fe, NM

Bob Murray & Associates
Roseville, CA

McPherson & Jacobson, L.L.C.
Omaha, NE

Kuehl & Payer, Ltd.
Storm Lake, IA

The Par Group, LLC
Lake Bluff, IL

Bennett Yarger Associates
Sacramento, CA

Morrow & Associates, Inc.
Omaha, NE

The Water Consulting Group, Inc.
Dallas, TX

cc: Brenda Sutherland, Human Resources Director David Springer, Finance Director
Dale Shotkoski, Purchasing Agent Sherry Peters, Legal Secretary

P1147

RESOLUTION 2007-58

WHEREAS, the Human Resources Department solicited quotes for the recruitment of a City Administrator for the City of Grand Island; and

WHEREAS, The Mercer Group, Inc. of Santa Fe, New Mexico, submitted a quote for such project, such quote being in the amount of \$16,500.00 plus expenses not to exceed \$8,000.00; and

WHEREAS, it is recommended that The Mercer Group, Inc. be approved to provide such service at the above-stated price.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quote of The Mercer Group, Inc. of Santa Fe, New Mexico in the amount of \$16,500.00 plus expenses not to exceed \$8,000.00 for the recruitment of a City Administrator for the City of Grand Island is hereby approved as the best quote received.

BE IT FURTHER RESOLVED, that a contract by and between the city and such contractor be entered into for such project; 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, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G12

**#2007-59 - Approving Contract for Operation and Management
Services for Jackrabbit Run Golf Course**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: March 13, 2007

Subject: Approving Contract for Operation and Management Services for Jackrabbit Run Golf Course

Item #'s: G-12

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

Background

The management contract with the former Golf Professional expired December 31, 2006. The City has elected not to offer the new Director of Golf a contract that allowed for a guaranteed monthly retainer along with various percentages. The City has instead advertised for Management Service for Jackrabbit Run Golf Course based on a performance contract. Originally, six resumes were received by the City to provide these services. Only two of the original six applicants submitted a business plan as requested, and were allowed to move forward in the process.

Discussion

A committee of six individuals were selected to serve on an advisory committee to assist the Park and Recreation Director in determining the new Golf Professional and Director of Golf for Jackrabbit Run Golf Course. The six members of the committee included the Park and Recreation Director, Golf Course Superintendent, Personnel Director, the President of the Men's Golf Association, the President of the Senior Men's Golf Association and the Golf Coach from Central Catholic High School. After interviewing the two candidates it was the unanimous opinion of the Committee that Mr. Don Kruse be offered the position at Jackrabbit Run. Contract negotiations have been held with Mr. Kruse and a contract agreed upon by both the City and Mr. Kruse (see attached contract).

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the contract with Mr. Donald Kruse to become the new Golf Professional and Director of Golf for Jackrabbit Run Golf Course.

Sample Motion

Motion to authorize the Mayor to sign the contract with Mr. Donald Kruse.



Dale M. Shotkoski, Assistant City Attorney

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**REQUEST FOR QUALIFICATIONS
FOR
OPERATION AND MANAGEMENT SERVICES FOR
JACKRABBIT RUN GOLF COURSE
(RE-BID)**

RFP DUE DATE: February 1, 2006 at 3:00 p.m.

DEPARTMENT: Parks and Recreation

PUBLICATION DATE: January 11, 2007

NO. POTENTIAL BIDDERS: Unknown

SUMMARY OF PROPOSALS RECEIVED

Scott Ehlers
Evanston, WY

Don Kruse
Grand Island, NE

Dennis Howell, Jr.
Pocatello, Idaho

Adam Coates
Omaha, NE

Douglas Becker
York, NE

Robert L. Sanders
Salt Lake City, UT

cc: Steve Paustian, Parks & Recreation Director
David Springer, Finance Director
Sherry Peters, Legal Secretary

Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

P1129

**GOLF LICENSE AGREEMENT
BETWEEN
THE CITY OF GRAND ISLAND, NEBRASKA
AND
DON E. KRUSE**

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as "City" and Don E. Kruse, a golf professional and Director of Golf for Jackrabbit Run Golf Course, hereinafter referred to as "Manager".

WHEREAS, the City is the owner of Jackrabbit Run Golf Course and operates a municipal golf course and clubhouse therein; and

WHEREAS, Manager is a Class "A" PGA Golf Professional and Director of Golf for Jackrabbit Run Golf Course; and

WHEREAS, the City desires the services of someone to operate the snack bar concessions and serve as golf professional and Director of Golf for the Jackrabbit Run Golf Course and Manager is qualified to perform these services.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, the parties agree as follows:

1. **License.** The City grants to Manager the exclusive privilege of operating business concessions and rendering professional golf services at Jackrabbit Run Golf Course and clubhouse for the period of time commencing March 13, 2007 through December 31, 2011, in accordance with the terms and conditions hereinafter set forth. This license may be renewed for one additional four year term provided that the Manager has complied with all conditions set forth in this agreement to the satisfaction of the City and subject to the further approval of the City Council for such renewal period.

2. **Services.** Manager is to be recognized as the pro-manager of the Jackrabbit Run Golf Course and shall make professional golf services and concession services available to the patrons of said golf course at all reasonable times as determined by the Director of Parks & Recreation. Said services shall include, but not be limited to, the following: sale of alcohol, public relations, teaching, coaching, promotion of golf play, leagues and tournaments, pull carts, sales and rental of equipment from the pro shop, and operation of the driving range and facilities. The City will be responsible for motorized golf cart rentals as outlined in paragraph 14.

3. **Supervision by Manager.** In addition to the services to be rendered by Manager as set forth in paragraph 2, Manager agrees to supervise all activities within that part of the clubhouse and surrounding area designated by the City for use by the public, to supervise all personnel in the employ of Manager and to supervise the performance of such duties and services in the clubhouse, golf course, or adjacent thereto as may be included in this agreement,

including recreational programs in the areas needed for this purpose. Employees of the Manager shall remain on duty during the entire event for concession sales, and to lock the buildings at the close of all events and secure the premises.

4. **Maintenance.** Manager agrees to keep the clubhouse in a clean and sanitary condition at all times. This shall include the snack bar, public restrooms, public lounge, pro shop, and general interior and immediate exterior maintenance. All papers, rubbish, broken and empty bottles, garbage and other trash accumulating in the operation of the clubhouse shall be picked up by Manager or his designee and placed in suitable containers. Goods, bottles or empty containers shall not be sold, piled or stored outside of the clubhouse except upon written permission of the City. Manager shall keep concession premises in a neat, clean, orderly and sanitary condition at all times in conformance with the standards required by the Central District Health Department and the State Department of Health. The City will provide refuse containers and be responsible for refuse service. Manager agrees to keep all city golf carts in a clean and safe working condition at all times. This shall include washing and removal of trash after each round, examining each cart for damage after each round, staging golf carts in the morning and securing in the evenings. Assist maintenance staff in fueling/charging and taking care of damaged carts. Manager shall be responsible for charging electric carts and report all maintenance deficiencies to the City.

5. **Money Collection.** Manager agrees to collect greens fees and to issue greens fees tickets/tapes/cash register receipts; motorized golf cart rental fees, memberships, capital improvement fees, surcharges, and sales tax; to keep records of all such transactions; and to properly account for and remit to the City such documentation. Manager will be required to complete a daily sales report, which shall be balanced to match all rounds played and all motorized golf cart rentals. All transactions shall be remitted twice weekly or daily as determined by the City, during the season and as needed during the off season.

6. **Starting and Managing Play.** Manager agrees to provide supervisory services for the first and tenth tee of the golf course to control starting play. Manager further agrees to provide rangers or marshals when play is heavy or playtime starts to slow to an unacceptable pace.

7. **Inspection, Audit.** It is understood and agreed between the parties that the operation and services performed by Manager under this agreement shall be subject at all times to inspection and control by designated representatives of the City. Manager will confer only with said representatives on all problems of general policy in connection with this agreement. Manager shall permit the examination and audit of all books and records of Manager relating to this agreement by officers or representatives of the City and shall make said books and records available at all reasonable hours.

8. **Attendants.** Manager shall have adequate and efficient attendants on duty in readiness to serve the public at such times as necessary to provide concession and professional golf services. The City shall determine minimum operation time.

9. **Improvements.** Manager shall not remodel clubhouse or install any permanent fixtures or additions to the clubhouse without first obtaining the written approval of the City. All improvements shall become the property of the City upon termination of this agreement unless the parties hereto agree otherwise.

10. **Advertising.** Manager shall not display paid advertising outside the clubhouse, and advertising inside the clubhouse shall be confined to that portion of the clubhouse designated for the exclusive use of Manager. No display signs or advertising shall be placed on the grounds, building or affixed in any manner, except upon written approval of the Parks and Recreation Director in advance.

11. **City Supervision.** The City reserves the right to exercise general supervision and control over the clubhouse with respect to the management of advertising displays; staff employed; concessions; kind, character, and quality of goods dispensed; and the cleanliness and sanitation of the buildings and adjacent grounds. Manager shall operate under the provisions of this agreement in such a manner as to conform with all the ordinances of the City of Grand Island and the laws of the State of Nebraska, and shall give assistance to the City in seeking conformity with the ordinances of the City and laws of the State by public users. Further, Manager agrees to enforce all rules and regulations adopted by the City's Director of Parks & Recreation covering the conduct of the public and services offered in the use of the park property.

12. **City Equipment.** Manager shall exercise general supervision over and shall be responsible for the proper use and care of all equipment and furniture owned by the City now located in the clubhouse. Such property shall be maintained specifically for the use and convenience of all public users of the clubhouse. An inventory of this property, as taken by a representative of each of the parties, is marked Exhibit "A" and attached hereto and made a part hereof.

13. **Risk of Loss.** The City shall not be responsible for the property of Manager kept, stored, or maintained on the leased premises and assumes no responsibility for loss of Manager's property through fire, theft, pilferage, malicious mischief or any other happening whatsoever.

14. **Manager Compensation.** Manager shall be entitled to a percentage of the gross proceeds (described below) generated by operation of the snack bar, pro shop, alcohol sales and the provision of golf lessons. Manager will operate driving range and share with the City a percentage of gross revenues as detailed below. Any additional revenue generated as a result of the operation of Jackrabbit Run, other than outlined below shall belong and be paid to the City.

The City shall own and maintain the motorized golf cart rental fleet. In return for promoting and renting out motorized golf carts and keeping the fleet clean and presentable the City shall pay to the Manager a percent of the monthly gross revenue generated by motorized golf cart usage as detailed below. The following is the schedule of the remuneration for the Manager and the City.

	<u>Manager</u>	<u>City</u>
Annual Passes	8%	92%
(between the dates of 1/1/07 and 3/13/07)		
Green Fees	10%	90%
(includes annual passes & maintenance fees)	10%	90%
Driving Range (including range passes)	80%	20%
Carts	25%	75%
Concessions	98%	2%
Alcohol	75%	25%
Lessons	98%	2%
Pro Shop	98%	2%
Sponsor Income	98%	2%

Green fees for the Mayor's Cup, the Grand Island City Tournament and the Islander Two Man Scramble in 2007 will be paid to the City in the amount of ten dollars (\$10) per round, plus tax. All junior tournament green fees will be \$5.50 per round, plus tax. In 2008 and beyond full fees will apply to all tournaments.

Manager agrees to pay the owner 2% of the gross proceeds from the Junior Golf Program. Manager also agrees to pay one maintenance fee for the every nine holes of golf played by the juniors in said program.

All other league and tournament fees will go to the manager except for the green fees collected. Both the City and the Manager will be paid within twenty (20) days of receipt of the accounting report of revenue generated.

The City will reward for each year of this contract the Manager with a monetary amount based on the following schedule. Each year will commence October 1st and conclude September 30th for the term of this contract.

<u>Number of Rounds</u>	<u>Bonus</u>	<u>Carts</u>	<u>Bonus</u>
33,500 - 36,000	\$ 2,000.00	\$135,000-\$140,000	\$2,000.00
36,001 – 38,500	\$ 4,000.00	\$140,001-\$145,000	\$4,000.00
38,501 - 41,000	\$ 6,000.00	\$145,001-\$150,000	\$4,500.00
41,001 – 43,500	\$ 8,000.00	\$150,001-\$155,000	\$5,000.00
43,501 – 46,000	\$10,000.00	\$155,001-\$160,000	\$6,000.00

A collected capital maintenance fee will be counted as a round of golf. Cart bonus amount will be based on daily cart revenue not to include sales tax.

15. **High School Participation** The following rates shall apply to high school students, with a limit of 18 athletes per season:

	<u>Boys' Fee</u>	<u>Girls' Fee</u>	<u>Manager</u>	<u>City</u>
Season Pass	\$150.00	\$150.00	10%	90%
Range	\$250.00	\$250.00	80%	20%
Green Fees (Practice Rounds)	\$ 2.00 per round	\$ 2.00 per round	10%	90%
Green Fees (Meets):				
	\$7.45 per round		10%	90%
		\$5.25 per round	10%	90%

16. **Manager's Personnel.** It will be Manager's responsibility to employ the needed personnel to conduct the business and carry out the operations associated with the clubhouse which includes, but is not limited to, the concession operation, collection of fees, and custodial maintenance. Both parties recognize and agree that Manager is an independent contractor. Manager and his agents and employees shall not be considered to be employees of the City and shall not be eligible for any fringe benefits or premium pay from the City.

17. **Conflict of Interest.** During the term of this agreement, Manager shall not engage in the following activities within fifty (50) miles of the corporate limits of the City of Grand Island:

- a. Promoting in any way or manner golf activities, special events, tournaments or leagues at other than the city's golf course, except as approved by the City Parks and Recreation Director.
- b. Endorsing, either by name or other manner, the activities or special events at non-city golf courses.
- c. Participating in the operation of golf courses in activities such as the operation of the Pro Shop, the food and beverage operation, golf lessons, cart rental business, driving range or special events without the written permission of the City.
- d. Participating in the management of golf courses such as, but not limited to, establishing fees and charges or the selection, hiring and evaluation of staff.
- e. Displaying advertising or promotional materials for golf courses such as posters, wearing hats or other clothing items that display the name or logo of non-city of Grand Island golf courses.
- f. Being named or recognized as a Director of Golf, Head Golf Professional or other staff title at any non-city golf course.

This language shall not be construed to prohibit Manager or members of immediate family from having a financial interest in non-city golf courses or related developments; provided, however, that Manager must submit a written detailed description of such financial interest or the financial interest of any member of his immediate family to the City for approval.

Updated information must be submitted annually in a format determined by the City by January 31st of each year.

For purposes of this agreement, “immediate family” shall include any child residing in Manager’s household, Manager’s spouse, or an individual claimed by Manager as a dependent for federal income tax purposes.

18. **Concession Operation.** All materials, supplies and assistance required in the operation of the concession shall be furnished at Manager’s own expense. Manager agrees to conduct and operate the concession strictly in accordance with all the ordinances of the City of Grand Island and laws of the State of Nebraska now and hereafter in effect during the terms of this agreement and in a manner wholly acceptable to the City. Manager agrees to maintain a current liquor license and obey all laws and rules set forth by the State Liquor Control Commission. Manager agrees to keep all concession areas open seven (7) days of the week during such hours, meetings or special events as the City’s Director of Parks & Recreation shall determine.

19. **PGA License.** During the full term of this agreement, Manager must maintain a Class “A” PGA Golf Professional Classification. Should Manager cease to be a Class “A” Professional, this License Agreement shall immediately and automatically terminate and Manager shall no longer be entitled to the rights and privileges granted hereunder.

20. **Financial Statements.** Manager shall submit to the City annual financial statements of the operation not covered in paragraphs above by the terms of this License Agreement. Said financial statement shall include a detailed operating statement setting forth all operating revenues not covered in paragraph No. 5 and personnel service costs and other operating expenses in accordance with the requirements set by the Finance Director of the City. Annual financial statements shall be due by November 1st of each year this agreement is in force and effect. In the event that this agreement is terminated, either at its expiration or for any other reason during the course of a calendar year, a financial statement shall be required within thirty (30) days of such termination covering the period from the prior financial statement to date of termination. In addition, the City may conduct its own audits during the terms of this agreement and for a period of one year thereafter pursuant to paragraph 7 above.

21. **Free Play.** Manager, members of the PGA of America and any assistants registered in the PGA Assistant Program may play the course at no cost. Jackrabbit Run PGA staff shall be allowed to use golf carts at no cost. The names of the PGA members and assistants shall be given to the Director of Parks & Recreation. Except for the preceding, special privileges shall not be granted to anyone under any circumstances. Failure to comply will result in termination and cancellation of said contract as outlined in paragraph 25.

22. **Equal Employment.** Neither Manager nor anyone acting under or by virtue of the terms of this agreement shall discriminate against employees or applicants for employment with respect to such person’s hire, tenure, terms, conditions or privileges of employment because of such person’s race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Neb. Rev. Stat., §48-1122, as amended; nor shall Manager

nor anyone acting under or by virtue of the terms of this agreement discriminate against any such patron of said golf course or against anyone else because of race, color, religion, sex, disability, national origin, ancestry, age or marital status. Special privileges shall not be granted to anyone under any circumstance.

23. **Insurance.** Manager shall indemnify and save harmless the City of Grand Island, Nebraska, from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the License Agreement that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Manager to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City.

Manager shall take out and maintain during the life of this agreement the applicable statutory workers compensation insurance with an insurance company authorized to write such insurance in this state covering all of his employees.

Manager shall secure and maintain in full force and effect during the entire period of this agreement, public liability insurance, naming and protecting manager and the City, its officials, employees, and volunteers as insureds, against claims for damages resulting from (a) bodily injury, including wrongful death (b) personal injury liability and (c) property damage for all operations of Manager, his agents and employees under and by virtue of the terms of this agreement. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury and Property Damage	\$2,000,000 Each Occurrence
Personal Injury Damage	\$1,000,000 Each Occurrence
Contractual Liability	\$1,000,000 Each Occurrence
Products Liability	\$1,000,000 Each Occurrence

The public liability insurance required by the preceding paragraph shall include the following extension of coverage:

- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
- b. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- c. Contractual liability shall be included.
- d. Products liability coverage shall be included.
- e. Personal injury liability shall be included.

The Manager shall take out and maintain during the life of this agreement such automobile liability insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damages which may arise from the operations of any owned, hired or non-owned automobiles used by or for Manager in any capacity in connection with the carrying out of this agreement. The minimum acceptable limits of liability to be provided by such automobile liability insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
-----------------------------------	-----------------------------------

All liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of not less than A:VII unless specific approval has been granted by the City.

All certificates of insurance shall be filed with the City on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage required by this section and showing the City as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days notice of cancellation, non-renewal, or any material reduction of insurance coverage.

24. **Assignment.** This agreement shall not be assigned or sold, nor the premises sublet in whole or in part by the Manager except with the prior written consent of the City.

25. **Terminations and Cancellation.** It is an express condition of this License Agreement that Manager shall do and perform the agreement as set out herein.

If Manager breaches any of the terms of this agreement or fails to make payments provided for herein, the City may, upon thirty (30) days written notice, cancel and terminate this License Agreement if such breach or failure is not cured within such 30 day notice period.

For good and substantial cause, including but not limited to, by Manager or any employee of the Manager, continued absenteeism, drunkenness, alcohol or drug abuse, illegal gambling or conduct which reflects discredit on the City or is a direct hindrance to the effective performance of this agreement or in the event City shall conclude that the operation of said concession in any respect is substantially detrimental to the best interest of the City, City may, upon written notice delivered to Manager personally or to the clubhouse, terminate said agreement and order Manager to vacate the premises immediately, all without further liability to the City.

The exercise of any remedy provided herein shall not preclude the City from exercising any other remedy, legal or equitable that it may have.

Either party may terminate this agreement with or without cause by giving ninety (90) days written notice to the other party, at any time during this license.

26. **Complete Agreement.** This License Agreement constitutes the entire agreement between the parties for the stated period and supersedes all previous agreements and resolutions. There are no oral agreements nor is this license based upon any oral representation covering the subject matter of this License.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above.

By: _____
Don E. Kruse, Manager
Jackrabbit Run Golf Course

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Don E. Kruse, known personally to me to be the identical person and such officer who signed the foregoing License Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of the corporation.

WITNESS my hand and notarial seal the date above written.

Notary Public

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

Before me, a notary public, qualified in said County personally came Margaret Hornady, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing License Agreement and acknowledged that the foregoing signature was her voluntary act and deed pursuant to Resolution 2007-59, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal on _____, 2007.

Notary Public

Exhibit “A”

Two Beer Coolers

One Ice Machine

One Range Picker and Cart

One Beverage Cart

* Range Balls

* Range Ball Washer

* Hot Dog Machine

* Coffee Pot

* Microwave

* Serving Cart

* Items marked are provided by the City but will be the Manager's responsibility to replace or repair as needed. If these are replaced, they shall then become the property of the manager.

RESOLUTION 2007-59

WHEREAS, on November 6, 2001, by Resolution 2001-310, the City of Grand Island entered into a contract with an independent contractor for a golf professional and for the management of the municipal golf course facility; and

WHEREAS, said contract expired on December 31, 2006; and

WHEREAS, on February 1, 2007, Requests for Qualifications were received, opened and reviewed for operation and management services for Jackrabbit Run Golf Course; and

WHEREAS, Don E. Kruse of Grand Island, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein; and

WHEREAS, a proposed contract has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Don E. Kruse of Grand Island, Nebraska, for the operation and management services for Jackrabbit Run Golf Course is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ? _____ March 9, 2007 ? City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G13

#2007-60 - Approving Bid Award for (1) Commercial 72" Turf Mower, Hard Cab & Snow Thrower

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: March 13, 2006

Subject: Purchase of 2007 Commercial 72 inch cut Turf Mower with Hard Cab and Snow Thrower

Item #'s: G-13

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

Background

The Park and Recreation Department, Park Maintenance Division budgeted for the purchase of the 72" commercial turf mower with hard cab and snow thrower. The mower and attachments will be used for general park mowing operations and the plowing of snow on the sidewalks and trail system.

Discussion

Bids were received from three companies. The low bid failed to meet specifications (see attached memo). There are sufficient funds for this purchase in Account No. 10044403-85615

Alternatives

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

1. Move to approve the purchase
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 mower/snow blower unit in the amount of \$27,654.00 from TurfWerks of Omaha, NE.

Sample Motion

Motion to approve the purchase of the mower/snow blower unit from TurfWerks in the amount of \$27,654.00.

INTEROFFICE MEMORANDUM



From the
Parks & Recreation Department

*Working Together for a
Better Tomorrow, Today.*

DATE: February 13, 2007

TO: Steve Paustian, Parks & Recreation Director

FROM: Gregg Bostelman, Park Maintenance Supervisor

RE: Purchase of a New Commercial 72" Turf Mower, Hard Cab & Snow Thrower

The Park Maintenance Division would make the recommendation to purchase the Jacobsen Turfcut 628 mower, Cab and Snow Thrower from Turfwerks. This bid is the lowest bid that meets the specifications written for the purchase of the equipment.

The low bid by John Deere (Greenline Equipment) does not meet the requested specifications. The two major areas of concern are the PTO shaft drive to the mower deck and snow thrower. The bid specifications note a hydraulic drive to the units. The other item is the John Deere brand snow thrower bid versus a Loftness snow thrower.

The Park Maintenance Division has one Toro and two John Deere mowers with PTO shaft drives. The Park Maintenance Division also has two Jacobsen and three Ransome 72" mowers with hydraulic drive to the attachments.

The Park Maintenance Division operates one John Deere mower with a John Deere snow thrower attached and two Loftness snow throwers attached to Ransome snow throwers.

The experience and opinion of the Park Maintenance Division is that the hydraulic drive units offer a smoother vibration free drive system that gives a superior operating and less maintenance required system.

The Park Maintenance Division has seen greater need for bearing replacement and cracking and metal fatigue on the mowing decks around the gear box of the PTO drive units. The experience with the Loftness snow thrower is that it is a heavy duty durable thrower. In comparing snow thrower bids Turfwerks priced the Loftness at \$6,700.000, Midwest Turf priced the Loftness at \$6,852.00 and Greenline Equipment priced a John Deere thrower at \$3,222.00. It is evident that Turfwerks and Midwest Turf by bidding the Loftness snow thrower as specified instead of another model were locked in on a higher priced snow thrower, thus keeping their bids higher.

The specifications for this bid were based on input from operators, mechanics and management from the Park Maintenance Division and the feeling that these specifications would give the Park Maintenance Division the best unit for their needs.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 7, 2007 at 11:00 a.m.

FOR: (1) Commercial 72" Turf Mower, Hard Cab & Snow Thrower

DEPARTMENT: Parks & Recreation

ENGINEER'S ESTIMATE: \$28,000.00

FUND/ACCOUNT: 10044403-85615

PUBLICATION DATE: January 7, 2007

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>Midwest Turf & Irrigation</u> Omaha, NE	<u>Midwest Turf & Irrigation</u> Omaha, NE
Exceptions:	None	Noted
Make & Model:	Toro Groundsmaster 328-D	Toro Groundsmaster 7200 72" Recycler
Bid Price:	\$28,206.00	\$32,164.00
Bidder:	<u>TurfWerks</u> Omaha, NE	<u>Green Line Equipment</u> Grand Island, NE
Exceptions:	None	None
Make & Model:	628 Turfcab 4WD	John Deere 1435
Bid Price:	\$27,654.00	\$23,467.00 (JoDale-Perry Cab) \$23,083.00 (John Deere Cab)

cc: Steve Paustian, Parks & Recreation Director
Patti Buettner, Parks & Recreation Secretary
Dale Shotkoski, Purchasing Agent

Gregg Bostelman, Park Main. Supervisor
Gary Greer, City Administrator
Sherry Peters, Legal Secretary

RESOLUTION 2007-60

WHEREAS, the City of Grand Island invited sealed bids for One (1) Commercial 72" Turf Mower, Hard Cab & Snow Thrower, according to plans and specifications on file with the City Parks & Recreation Department; and

WHEREAS, on February 7, 2007, bids were received, opened and reviewed; and

WHEREAS, TurfWerks of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$27,654.00; and

WHEREAS, such bid is below the engineer's estimate for such mower.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of TurfWerks of Omaha, Nebraska, in the amount of \$27,654.00 for one commercial front mount mower is hereby approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 9, 2007	☐ City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G14

**#2007-61 - Approving Lease Agreement with Hall County
Historical Society**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: March 13, 2007

Subject: Plum Creek Substation Rental Agreement

Item #'s: G-14

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department has rented office space at the Plum Creek Railroad Station from the Hall County Historical Society under a multiple year contract. We are recommending a one year extension of the contract.

Discussion

The Police Department maintains an office at the Plum Creek Railroad Station. The City has had a multiple year contract with the Hall County Historical Society for the rent of the office space. An investigator is assigned to work from this office when the Department is adequately staffed. The Department wants to continue the rent of the office at the Plum Creek Station for the 2007 calendar year at a monthly cost of \$565.00 that can be paid to the Historical Society on a quarterly basis. We are requesting a one year contract to continue the agreement.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the one year contract with the Hall County Historical Society for rent of the Police Department office at the Plum Creek Station..

Sample Motion

Motion to approve the one year contract with the Hall County Historical Society for rent of the Police Department office at the Plum Creek Station at a monthly cost of \$565.00 per month payable on a quarterly basis.

LEASE AGREEMENT

This Lease Agreement made between the HALL COUNTY HISTORICAL SOCIETY, hereinafter called the "Lessor" and the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter called the "Lessee".

WITNESSETH:

I.

That, in consideration of the covenants herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby demise and lease unto the Lessee a portion of the property formerly known as the Burlington Railroad Depot, now known as the Plum Street Station, located in the 600 Block of North Plum Street, Grand Island, Hall County, Nebraska, for use by the Grand Island Police Department as a substation.

To have and to hold said premises unto Lessee for a term of one (1) year beginning January 1, 2007. It is expressly understood and agreed by and between the parties that either party shall have the absolute right to provide to the other party thirty (30) days written notice to terminate the lease without any cause, at any time during the lease period.

Lessee shall pay as rent therefore the sum of Five Hundred Sixty-Five Dollars and Sixty Cents (\$565.60) per month, with the option to pay on a quarterly basis.

II.

The following is mutually agreed upon by and between the parties:

- a. The Lessor will promptly pay for all utility bills which may become payable during the continuance of this Lease Agreement for all utilities used on said premises.
- b. Outside maintenance, including snow removal, mowing, painting and repair shall be paid by the Lessor.
- c. Interior maintenance, including cleaning, shall be the responsibility of the Lessee to include damage to the interior caused by Lessee's use and/or anyone held in Lessee's custody.
- d. The Grand Island Police Department shall have the privilege of using the passenger portion of the Plum Street Station Depot property for special meetings and gatherings at no additional cost. Donations that may be offered for use of the premises shall be extended to the Lessor to help off-set expenses. Advance notice shall be given to the Lessor for such events in order to avoid scheduling conflicts.
- e. The Grand Island Police Department shall be provided a key to gain access to the basement of the freight depot for safety in the event of a storm.

- f. Because of the historical nature of the property, the Grand Island Police Department shall make no alterations to the interior of the Plum Street Station without first receiving approval of the Lessor.
- g. Lessor shall provide suitable insurance coverage for the building structure and its liability. Lessee shall provide coverage for its personal property and liability. There shall be a mutual waiver of subrogation.

III.

At the expiration of said term, the Lessee shall peaceably yield up to the Lessor the premises and all improvements made upon the same, in good repair in all respects, reasonable use and wear and damage by fire or unavoidable casualties excepted, as the same now are and may be put in by the parties.

IV.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this Lease.

IN WITNESS WHEREOF, the parties hereby have executed this Lease Agreement.

HALL COUNTY HISTORICAL SOCIETY

By: 
Fred Roeser, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On February 23, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fred Roeser, President of The Hall County Historical Society, known personally to me to be the identical person and such officer who signed the foregoing Lease Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of the Hall County Historical Society.

WITNESS my hand and notarial seal the date above written.


Notary Public

GENERAL NOTARY STATE OF NEBRASKA
JAMES D. BALLARD
MY COMM. EXP. MAR. 17, 2008

RESOLUTION 2007-61

WHEREAS, on January 8, 2002, by Resolution 2002-11, the Grand Island Police Department and the Hall County Historical Society entered into a lease agreement for the use of the Burlington Depot as a satellite police station; and

WHEREAS, the current lease agreement expired on December 31, 2006; and

WHEREAS, a lease is necessary setting out the terms and conditions for utilizing such office space, with an anticipated lease term of one year; and

WHEREAS, as rental of the Burlington Depot, the Grand Island Police Department shall pay the Hall County Historical Society \$565.00 per month; and

WHEREAS, the proposed lease has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Lease by and between the Grand Island Police Department and the Hall County Historical Society for the use of the Burlington Depot as a satellite police station is hereby approved; and the Mayor is hereby authorized and directed to execute such lease on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ? _____ March 8, 2007 ? City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G15

#2007-62 - Approving Interlocal Agreement with Metropolitan Area Planning Agency (MAPA) for Aerial Photography

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: March 13, 2007

Subject: Interlocal Agreement with MAPA for Aerial Photography

Item #'s: G-15

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Metropolitan Area Planning Agency (MAPA) in the Omaha Metropolitan area along with Adams, Buffalo and Madison Counties and the cities of Columbus, Kearney and Norfolk are working together to provide high resolution aerial photography for their respective jurisdictions. This project involves cooperation on many levels and will result in a significant cost savings to all entities involved in this project.

Discussion

The City of Grand Island along with Hall County purchased aerial photography in 2002. At that time approximately \$120,000 was spent on the photography and processing. In 2005 the City of Grand Island participated in a project with the Nebraska Department of Health and Humans Services and multiple communities around the State to purchase aerial photography. The City of Grand Island's cost for aerial photos in 2005 was just over \$20,000 after credit for federal funding.

The City of Grand Island has the opportunity to update photos for Grand Island and surrounding areas in 2007 for a maximum cost to the City of \$42,000. These funds are available within the current Public Works Engineering and Utilities budgets. The same area that was photographed in 2005 would be shot in 2007. The 2007 photos will also include more information as a new Digital Elevation Model will be developed.

Participation in this cooperative effort will allow the city to update photos every 3 years for less than 1/3 of the cost of updating the photos on our own.

Alternatives

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

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

Recommendation

City Administration recommends that the Council Approve the Interlocal Agreement as presented.

Sample Motion

Motion to approve the Interlocal Agreement as presented.

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND THE CITY OF GRAND ISLAND NEBRASKA TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION

THIS AGREEMENT, made and entered into this day of , 2007 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and the City of Grand Island Nebraska,

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa (Nebraska-Iowa Regional Orthophotography Consortium), hereinafter called the NI-ROC, and MAPA officials have mutually agreed the NI-ROC area will benefit from the mapping products to be obtained and have determined that such products can be acquired at a lower cost through a joint mapping effort than if acquired by individual agencies.

WHEREAS, the NI-ROC and MAPA officials have further determined that the mutual sharing of all products obtained under this agreement, as well as other non-proprietary digital data already owned by NI-ROC members, benefits all NI-ROC agencies

NOW, THEREFORE, the parties do agree that:

I.
PURPOSE

The purpose of this agreement is to provide for the funding and administration of a Mapping Project (hereinafter called the Project). The project shall be undertaken by the Mapping Firm of GE/M.J. Harden Associates, Inc.

II.
STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NI-ROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Project Contractor. The Steering Committee shall select a Project Manager who will be the point of contact between MAPA and GE/M.J. Harden Associates, Inc.. The Steering committee will provide general direction relating to Project contract administration; such direction will be carried out by the Project Manager. The Steering Committee will provide staff resources necessary to review the Mapping Products and to distribute and install the products for NI-ROC members.

III.
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this agreement will be as described in the Contract between MAPA and GE/M.J. Harden Associates, Inc. The work shall include obtaining aerial photography for the contiguous area of Cass, Dodge, Douglas, Lancaster, Sarpy, Saunders and Washington Counties, and Nebraska City in Nebraska and Mills and Pottawattamie Counties in Iowa, and the non-contiguous areas of Adams, Buffalo, and Madison Counties and the cities of Columbus, Grand Island, Kearney, and Norfolk in Nebraska. All of Washington, Douglas, Sarpy, Cass and Lancaster Counties, and Nebraska City have been selected for new building polygon creation. Pottawattamie County will receive updates to its existing building footprints. The Contractor will produce digital orthophotos and other digital mapping products, as further specified in the Contract, within the mapping area.

IV.
METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by GE/M.J. Harden Associates, Inc. GE/M.J. Harden Associates, Inc. who is recognized to have expertise in the field of this endeavor. MAPA shall enter into the contract with GE/M.J. Harden Associates, Inc. for completion of the contemplated work. No contract shall be signed with GE/M.J. Harden Associates, Inc. until MAPA and the NI-ROC members have executed this Interlocal Agreement. After completion of the Project by GE/M.J. Harden Associates, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

V.
FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by GE/M.J. Harden Associates, Inc.

GE/M.J. Harden Associates, Inc. shall provide regular progress reports which shall be available to all NI-ROC members via the internet. An account of Project billings and payments by MAPA shall be made available to NI-ROC members upon request.

MAPA shall bill the City of Grand Island as agreed upon. The City of Grand Island shall pay MAPA a total amount of \$40,785.01. Payments will be made within 30 days of receipt of bill.

VI.
ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. The Steering Committee shall review payment decisions made by MAPA before payment is made to GE/M.J. Harden Associates, Inc. Payment may be withheld if, in the opinion of the Steering Committee, GE/M.J. Harden Associates, Inc. has not properly performed or documented the services for which the billing has been made, or if said services are not within the approved scope of services.

VII.
DURATION

This Agreement shall remain in full force and effective until March 31, 2008, unless the Project contemplated by this Agreement has been fully performed to the satisfaction of MAPA and the NI-ROC prior to that date, in which case, the Agreement will terminate upon the completion of the Steering Committee's duties. This Agreement may be extended past March 31, 2008, upon the mutual agreement of all parties to this Agreement, if it is necessary for completion of the Project contemplated by it.

VIII.
NON-DISCRIMINATION

The parties to this Agreement shall not, in the performance of this Agreement discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

IX.
APPLICABLE LAW

Parties to this Agreement shall conform with all existing and applicable local ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

X.
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: _____
Chairman

BY: _____
Date

CITY OF GRAND ISLAND

ATTEST:

BY: _____
Mayor

BY: _____
Date

APPROVED AS TO FORM

MAPA Legal Council

Date

RESOLUTION 2007-62

WHEREAS, in 2002, the City of Grand Island and the County of Hall spent approximately \$120,000 on photography and processing for aerial photographs to be taken of the area; and

WHEREAS, it is has been recommended that a group of government entities unite to update the aerial photographs in their respective regions at a more cost effective rate; and

WHEREAS, the Metropolitan Area Planning Agency (MAPA) in the Omaha Metropolitan area along with Adams County, Buffalo County and Madison County and the cities of Columbus, Kearney and Norfolk have indicated an interest in working together to provide high resolution aerial photography for their respective jurisdictions; and

WHEREAS, this project involves cooperation on many levels and will result in a significant cost savings to all entities involved in this project; and

WHEREAS, the City's cost share of the project will be no more than \$42,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperative Agreement by and between the Metropolitan Area Planning Agency (MAPA), Adams County, Buffalo County, Madison County and the cities of Columbus, Kearney and Norfolk and the City of Grand Island, is hereby approved according to the terms set out in the agreement.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G16

#2007-63 - Approving Grant Award from Region III Behavioral Health Services

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Wendy Meyer-Jerke, Public Information Officer

Council Meeting: March 13, 2007

Subject: Accept Grant Award from Region III Behavioral Health Services

Item #'s: G-16

Presenter(s): Wendy Meyer-Jerke, Public Information Officer

Background

The City of Grand, Community Youth Council, has been awarded \$900 from Region III Behavioral Health Services to help fund the 2007 "Family Day in the Park". The application proposed a follow-up project that built on a pilot 2006 "Family Day in the Park" event which combined existing annual CYC activities and expanded them into ONE day-long family event. The event promoted family interaction and taught Bi-lingual drug use prevention and the risks of methamphetamine use. *The 2007 event will build on the pilot project from last year, adjust some programming issues, and change the focus from methamphetamine use to the reduction of alcohol use among youth.*

The grant was submitted on February 2, 2007 to Region III and will help to offset costs for the event.

Discussion

Some of the organizations that the City of Grand Island and the Community Youth Council may partner with to sponsor the event include: Central Nebraska Council on Alcoholism, Central District Health Department, Parks and Recreation Department, Youth Leadership Tomorrow, Tobacco Free Hall County, and the Public Library. The following activities will take place the day of the event:

- 1) A morning Disc Golf tournament for all ages and family teams will be offered at the Stolley Park Disc Golf Course. This popular event draws participants from across the state of Nebraska and from out of state. There are both youth and adult, beginner and proficient categories. Cash prizes are given, as well as donated items from community businesses.

- 2) An Education pavilion will be available during the day with participation from drug prevention/awareness community groups. Community groups with an emphasis on drug use prevention will be invited to participate in an effort to avoid duplication of other family-friendly events that focus on other risky behaviors or threats to health and safety (i.e. Children's Day Festival).
- 3) Afternoon family activities will include an inflated castle for bouncing, snow cones, cotton candy and popcorn. *The committee has invited the Army National Guard to bring their rock climbing wall to the 2007 event.* Adrian Valez, the Guard representative, has expressed interest in participating. A sports clinic, face painting, relay courses, and activities that show drug impairment will be available.
- 4) An age appropriate, value positive evening movie will be shown to families and youth of all ages. Prior to the main feature, a short alcohol abuse video will be aired.

Alternatives

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

1. Accept the grant award from Region III and authorize expenditure of funds by resolution
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.
4. Take no action.

Recommendation

City Administration recommends that the grant award from Region III be accepted and expenditure of funds authorized by resolution.

Sample Motion

Motion to accept the grant award from Region III and authorize expenditure of funds by resolution.

RESOLUTION 2007-63

WHEREAS, On February 2, 2007, the City of Grand Island, on behalf of the Community Youth Council, submitted a grant application to Region III Behavioral Health Services to assist in funding the 2007 Family Day in the Park; and

WHEREAS, Region III Behavioral Health Services has recommended that the City of Grand Island be provided grant funds awarded to the Community Youth Council, City of Grand Island, in the amount of \$900.00; and

WHEREAS, the Mayor of the City of Grand Island is required to sign the grant in acceptance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the grant funds awarded to the City of Grand Island, Community Youth Council in the amount of \$900.00 to assist in funding the 2007 Family Day in the Park is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 9, 2007	☐ City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G17

**#2007-64 - Approving Inter-Local Agreement for Nebraska Storm
Water Communities Cooperative**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 13, 2007

Subject: Approving Interlocal Agreement for the Nebraska Storm Water Cooperative

Item #'s: G-17

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

Background

The City of Grand Island and 9 other non-metropolitan Cities including: Beatrice, Columbus, Fremont, Hastings, Kearney, Lexington, Norfolk, North Platte, and Scottsbluff were designated by the Nebraska Department of Environmental Quality and the Environmental Protection Agency (EPA) as National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Communities. These Communities have formed the Nebraska Storm Water Cooperative.

The Nebraska Storm Water Cooperative has adopted a shared Storm Water Management Plan (sMS4 Wide Storm Water Management Plan). This sMS4 Wide Storm Water Management Plan is in accordance with the regulations in the Nebraska Department of Environmental Quality (NDEQ) General Permit to release Storm Water to the waters of the State.

Discussion

The 10 member Communities of the Nebraska Storm Water Cooperative wish to continue working on the development and implementation of their shared Storm Water Management Plan (sMS4 Wide Storm Water Management Plan). The Interlocal Agreement will enable the Communities to cooperate with one another to facilitate the performance of their obligations under the laws of the State of Nebraska and the United States of America regarding the management of Storm Water.

Alternatives

1. Make a motion to authorize the mayor to sign the Interlocal Agreement for the Nebraska Storm Water Cooperative.
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.
4. Take no action.

Recommendation

City administration recommends that the Council approve the resolution authorizing the Mayor to sign the Interlocal Agreement for the Nebraska Storm Water Cooperative.

Sample Motion

Move to approve the Interlocal Agreement.

INTERLOCAL AGREEMENT

This agreement is made pursuant to the Interlocal Cooperation Act, Neb.Rev.Stat. §§13-801ff. The parties to the agreement are the City of Beatrice, the City of Columbus, the City of Fremont, the City of Grand Island, the City of Hastings, the City of Kearney, the City of Lexington, the City of Norfolk, the City of North Platte, and the City of Scottsbluff. All of the parties are municipal corporations established pursuant to the laws of the State of Nebraska.

ARTICLE I. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to enable the parties to cooperate with one another to facilitate their performance of their obligations under the laws of the State of Nebraska and the United States of America regarding the management of storm water. This cooperation shall include but not be limited to:

1. Jointly meeting and consulting with one another about storm water management issues.
2. Developing and recommending to their governing bodies appropriate legislation addressing storm water management issues.
3. Developing appropriate public educational materials and programs regarding storm water management issues.
4. Developing a common web site to facilitate public education, to enable members of the public to report violations of storm water regulations, and for such other functions as may be deemed appropriate and beneficial.
5. Developing a computer program to facilitate reporting, monitoring, and such other functions as may be appropriate and beneficial.
6. Jointly purchasing items from time to time so that quantity discounts can be obtained.
7. Jointly purchasing items from time to time for the parties' common use in carrying out the purposes of this agreement.
8. Jointly hiring consultants, accountants, attorneys, and such other persons with such expertise as the parties may decide would be beneficial.

ARTICLE II. GOVERNING BOARD

1. To conduct the joint and cooperative undertaking, there is hereby established the Storm Water Communities Cooperative Board ("the Board"). The governing body of each party to this agreement will designate an officer or employee to serve on the Board. A certified copy of the resolution or other document designating such representative shall be furnished to the Public Works Director of the City of Grand Island, to be included in the books and records of the Board.

2. The Board shall carry out the functions described in Article I herein, and such other functions as it may decide appropriate to accomplish the purposes of this Agreement, including but not limited to:

- (a) Defining storm water management program service needs (operation and maintenance and regulatory compliance) and desired levels of service for each party.
- (b) Providing access to staff and appropriate administrative services and data for understanding the needs for the defined service and desired levels of service; and information on existing commitment in storm water management.
- (c) Making recommendations for facilitating outreach, education, and public meetings to inform citizenry about comprehensive Storm Water Management Program service needs and desired service levels. Each Party will hold public meetings as required and the parties will provide staff to support these meetings.
- (d) Reviewing and evaluating the results of the parties' development project, the Storm Water Management Program and the funding for the program as it is developed by the project.

3. The Board shall meet from time to time as the parties may agree. Unless the parties agree otherwise, such meetings will be held at City Hall, 100 East First Street, Grand Island, Nebraska.

4. The books and records of the Board shall be kept at by the Public Works Department of the City of Grand Island. All parties shall have access to such books and records during the regular business hours of the City of Grand Island.

5. Minutes of each meeting of the Board shall be kept by an employee of the City of Grand Island, to be designated by the Public Works Director of the City of Grand Island. All notices of meetings shall be mailed to, first class mail, to the parties at the addresses specified elsewhere in this agreement. It is contemplated that Chapter 84, Article 14, Revised Statutes of Nebraska (pertaining to public meetings) is applicable to such meetings. Each party shall meet the requirements of the Chapter 84, Article 14, Revised Statutes of Nebraska by the same procedures it uses in publicizing meetings of its City Council.

6. Each party acknowledges that it has its own obligations in the management of storm water. It is contemplated that each party will incur expenses of various kinds, including but not limited to staff time, equipment, engineers, consultants, and attorneys to meet these obligations. No party will be entitled to reimbursement for such expenses

ARTICLE III. FUTURE COSTS

The parties contemplate that additional costs may be incurred in carrying out the purposes of this agreement. Such costs may be shared among the parties according to the following formula. The population of each party is that determined by the most

recent federal census. Each party may pay that proportion of the cost that its population bears to the total population of all parties. No costs shall be incurred for any individual expenditure that will result in any party's share being more than seven thousand five hundred dollars unless a specific agreement is made. No party shall be obligated to participate in the paying of such costs in the absence of a specific agreement.

**ARTICLE IV.
JOINTLY PURCHASED ITEMS FOR INDIVIDUAL USE BY THE PARTIES.**

The parties contemplate that it may be desirable from time to time to jointly purchase items for their individual use so that quantity discounts can be obtained. No party shall be obligated to participate in such a joint purchase. The cost of the items purchased and the distribution of the items to the parties will be as the parties participating in the purchase may agree.

ARTICLE V. ITEMS PURCHASED FOR COMMON USE.

The parties contemplate that it may be desirable from time to time to jointly purchase items for the common use of the parties. Any item so purchased will be deemed to be the property of the City of Grand Island, but will be available for the use of all parties who participated in the purchase, under such terms as the parties may agree.

ARTICLE VI. NO COMPENSATION TO GRAND ISLAND.

In consideration of the fact that the representatives from the City of Grand Island will generally not have to travel to attend meetings of the Board, thus resulting in a financial saving for the City of Grand Island, the City of Grand Island will receive no compensation for performing the functions and providing a meeting place as described in Articles II and V herein.

ARTICLE VII. NOTICES.

Any notice to any party shall be mailed, first class mail postage prepaid, to the following:

City of Beatrice
ATTN: Stormwater
400 Ella Street
Beatrice, NE 68310

City of Columbus
ATTN: City Engineer
2424 14th Street
Columbus, NE 68601

City of Fremont
ATTN: Stormwater
400 E. Military Avenue
Fremont, NE 68025

City of Grand Island
ATTN: Stormwater
100 East First Street
Grand Island, NE 68801

City of Hastings
ATTN: Stormwater
220 North Hastings Avenue
Hastings, NE 68901

City of Kearney
ATTN: Stormwater
18 E. 22nd Street, P.O. Box 1180
Kearney, NE 68848

City of Lexington
ATTN: Stormwater
406 E. 7th Street
Lexington, NE 68850

City of Norfolk
ATTN: Stormwater
127 North First Street
Norfolk, NE 68701

City of North Platte
ATTN: City Engineer
211 West 3rd Street
North Platte, NE 69101

City of Scottsbluff
ATTN: Stormwater
1818 Avenue A
Scottsbluff, NE 69361

Any party may designate additional or different addresses for communication by notice given under this section to the other parties.

ARTICLE VIII. MISCELLANEOUS.

1. This agreement shall be of indefinite duration.
2. Any party may withdraw from this agreement by giving 30 days written notice to each other party. A withdrawing party shall bear no responsibility for costs incurred by the Board after the date of notice of withdrawal has been given to the other parties; Provided however, that the withdrawing party shall remain obligated for its proportionate share of the costs of any obligations incurred before prior to the date it gives notice of withdrawal.
3. Each party will finance its obligations under this agreement through its ordinary budgeting processes.
4. No Party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all other Parties.
5. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.
6. No separate entity is created by this Agreement.
7. If any provision of this Agreement shall be unenforceable, such provision, to the extent permitted by law, shall be severed from this Agreement, leaving the remaining provisions intact.
8. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by all the parties.
9. No officer, agent or employee of any party shall be subject to any liability or accountability by reason of the execution of this of this Agreement or any other documents related to the transactions contemplated hereby. Such officer, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer,

agent or employee from the performance of any official duty provided by law. The officials and employees of each party shall not be deemed agents or employees of any other party in performance of this Agreement.

10. This Agreement may be executed in several counterparts, each shall be an original, but all of them together constitute the same instrument.

11. This Agreement shall not affect any existing contract among the parties, unless in irreconcilable conflict with such other contract.

12. The execution of this Agreement by the City of Grand Island and five other parties named herein shall be sufficient to make this Agreement effective among the parties which have executed it.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed in their Community names by their duly authorized officers, all as of the date first above written.

CITY OF BEATRICE, NEBRASKA

By _____
Mayor

CITY OF COLUMBUS, NEBRASKA

By _____
Mayor

CITY OF FREMONT, NEBRASKA

By _____
Mayor

CITY OF GRAND ISLAND, NEBRASKA

By _____
Mayor

CITY OF HASTINGS, NEBRASKA

By _____
Mayor

CITY OF KEARNEY, NEBRASKA

By _____
Mayor

CITY OF LEXINGTON, NEBRASKA

By _____
Mayor

CITY OF NORFOLK, NEBRASKA

By _____
Mayor

CITY OF NORTH PLATTE, NEBRASKA

By _____
Mayor

CITY OF SCOTTSBLUFF, NEBRASKA

By _____
Mayor

RESOLUTION 2007-64

WHEREAS, the City of Grand Island and the communities of Beatrice, Columbus, Fremont, Hastings, Kearney, Lexington, Norfolk, North Platte and Scottsbluff have been designated as National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Communities by the Nebraska Department of Environmental Quality; and

WHEREAS, the Nebraska Storm Water Cooperative has adopted a shared Storm Water Management Plan (sMS4 Wide Storm Water Management Plan) in accordance with the regulations in the Nebraska Department of Environmental Quality General Permit to release storm water to the waters of the State of Nebraska; and

WHEREAS, the NPDES Phase II Storm Water Communities wish to continue the development of their shared Storm Water Management Plan (sMS4 Wide Storm Water Management Plan); and

WHEREAS, an Interlocal Agreement will enable the communities to facilitate the performance of their obligations under the laws of the State of Nebraska and the United States regarding the management of Storm Water.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement by and between the City of Grand Island and the communities of Beatrice, Columbus, Fremont, Hastings, Kearney, Lexington, Norfolk, North Platte and Scottsbluff, for the development and implementation of a shared Storm Water Management Plan (sMS4 Wide Storm Water Management Plan) 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, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item G18

**#2007-65 - Approving Program Agreement with the Nebraska
Department of Roads Regarding the Wasmer Detention Cell**

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

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 13, 2007

Subject: Approving Program Agreement with the Nebraska Department of Roads for the Wasmer Detention Cell

Item #'s: G-18

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

Background

The NDOR is taking the lead on a joint project to widen US Highway 30 (2nd Street) from Grant Street to Greenwich Street. The project will widen the existing 4-lane roadway to a 5-lane roadway and include new concrete surfacing, roadway lighting, sidewalks, driveways, a replacement water main, and new storm sewer. The drainage will be improved by having positive slopes on the new concrete pavement, thus eliminating the standing water after a rainfall event.

Discussion

The city is upgrading the storm sewer along Logan Street, Broadwell Avenue and Madison Street from the US Highway 30 project to the Wasmer Detention cell. The program agreement will allow the city to use Federal STP funds for storm sewer upgrades.

Alternatives

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

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

Recommendation

Administration recommends that the Council approve a Resolution authorizing the Mayor to sign the program agreement with the NDOR for the Wasmer Detention Cell project.

Sample Motion

Motion to approve program agreement with the NDOR for the Wasmer detention cell.

AGREEMENT

CITY OF GRAND ISLAND
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. URB-30-4(151), STATE CONTROL NO. 42477
WASMER DETENTION CELL
STORM SEWER IMPROVEMENTS

THIS AGREEMENT, made and entered into by and between the City of Grand Island, hereinafter referred to as the "City", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, certain street improvements in the City have been designated as being eligible for Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible city streets, and

WHEREAS, the Federal share payable will be a maximum of 80 percent of the eligible costs, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, the City agrees to supervise the contract letting and ensure that the project receives the same degree of supervision and inspection as a project constructed under a contract let and directly supervised by the State, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for improvements to those city streets, and

WHEREAS, the State is willing to cooperate to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that no State Funds are to be expended on this project, and

WHEREAS, if the City is to receive Federal participation for any portion of the work on the proposed project, it is necessary all phases of work comply with Federal requirements and procedures, and

WHEREAS, the funding for the project under this agreement, includes pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then the A-133 audit is required as explained further in this agreement, and

WHEREAS, Federal Regulations provide that the City shall not profit or otherwise gain from local property assessments that exceed the City's share of project costs, and

WHEREAS, the City desires this project as shown on attached EXHIBIT "A" be constructed under the designation of Project No. URB-30-4(151), as evidenced by the Resolution of the City dated the _____ day of _____, 2007, attached as EXHIBIT "B" and made a part of this agreement, and

WHEREAS, the total cost of preliminary engineering, Right-of-Way, nonbetterment utility rehabilitation, construction and construction engineering is estimated to be \$734,000, and

WHEREAS, the project is described as follows:

Construction of a new storm sewer system to increase storm drainage capacity for US Hwy. 30 using the old Wasmer School site as a detention area. The drainage system improvements will be comprised of three separate trucks extending from US Hwy. 30 to the Wasmer detention cell along Logan, Broadwell, and Madison Streets.

NOW THEREFORE, in consideration of these facts, the State and City agree as follows:

SECTION 1. The State shall present the project to the FHWA for its approval, if necessary.

SECTION 2. The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 (signed into law by President Clinton on July 5, 1996) and the implementing regulations contained in OBM Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The City shall have its finance officer or auditor, review the situation to determine what the City must do to comply with this federal mandate. If applicable, the expenditures related to the FHWA should be shown in the Supplementary Schedule of Expenditures of the Federal Awards under U.S. Department of Transportation as a pass-through Nebraska Department of Roads, Federal CFDA Number 20.205. If an A-133 Audit is performed, the City shall send the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 3. The City shall perform or cause to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. The City shall acquire any or all permits necessary to accomplish the project.

SECTION 4. The City shall locate and reference or have located and referenced all section corners, quarter section corners and sub-division lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

SECTION 5. ENVIRONMENTAL RESPONSIBILITY

The City shall be responsible to complete any federally required environmental actions and documents for this project, and get them approved by the State and the FHWA prior to proceeding with appraising and acquiring any right-of-way for the project.

When it is determined that a public hearing is a federal requirement for the project, the City shall offer an opportunity for a location or design hearing or combined location and design public hearing.

If a public hearing is required, the City shall contact the State's Public Hearing Officer (PHO) prior to doing any public hearing activity, so the PHO can advise the City of the proper procedures and policies for conducting the hearing. The City can contact the State's PHO by calling (402) 479-4871.

SECTION 6. The City shall provide the State with current project schedules, submittal dates and critical milestone dates. The City shall notify and keep the State informed on all relevant project issues. The City shall notify the State of all project coordination meetings. The State must be invited to the project Plan-In-Hand, public meetings/hearings, preconstruction meeting and the final inspection.

SECTION 7. Any preliminary engineering services to be performed by the City, State or by a Consultant will be funded solely with City Funds and will not be eligible for Federal participation.

SECTION 8. The City or its Consultant shall design the project according to the current publications of State of Nebraska Standard Specifications for Highway Construction, AASHTO Policy on Geometric Design of Highways and Streets, the Minimum Design Standards of the Board of Classifications and Standards and the Americans with Disabilities Act (ADA) Accessibility Guidelines. All plans, specifications and bid proposals, permits and any other contract documents must be submitted to and approved by the State prior to any bid letting. Any deviations from the above publications must be approved by the State.

SECTION 9. The State and City agree that the construction engineering, which is an eligible project expense and which includes construction management, staking, inspection and field testing, will be accomplished by City forces or a State Certified Consultant selected by the City.

The City agrees, if a Consultant is to be selected, that the method of selection and the resulting agreement between the Consultant and the City must conform to the State's standard practices and will be subject to State review and concurrence prior to agreement execution between the City and the Consultant.

The City shall provide a Project Manager to oversee the project and to ensure that the construction engineering performed by City forces or the City's Consultant comply with

requirements for Federal funding. The Project Manager's services include, but are not limited to, attending the preconstruction conference, keeping the State Representative informed of project start and ending dates and other scheduled construction milestones, project management as required and preparing contractor change orders and supplemental agreements.

The inspection, sampling and testing of all materials must be done in accordance with the current State of Nebraska Standard Specifications for Highway Construction, the State Materials Sampling Guide, Quality Assurance Program for Construction, and the State Standard Methods of Tests (www.dor.state.ne.us) or AASHTO or ASTM procedures. The City shall provide adequate quality assurance on the project and will be responsible for the sampling and delivery of project materials for testing to a qualified laboratory. In all cases, the State will provide a State Representative designated by the State on a part-time basis, who will serve to inspect the project to ensure that the City is in compliance with the plans, contracts, scope of work, regulations, statutes, etc., in order that Federal Funds may be expended on the project. Upon project completion, the City shall complete and sign a State DR Form 299, "Notification of Project Completion and Materials Certification" and provide it to the State Representative for further action.

The City by signing DR Form 299 certifies that all sampling and test results of materials used on the project, manufacturer's certificates of compliance and manufacturer's certified test reports meet contract requirements and are on file with the City and the City shall make them available for inspection to the State and the FHWA or their authorized representatives when requested in writing to do so.

The State Representative assigned to the project will conduct a final review of the project and will determine if the project is acceptable. If the State Representative determines the project is acceptable, the State Representative will sign the DR Form 299 and send it to the District Engineer for signature. The District Engineer will forward the form to the State's Urban Engineer for signing, project closeout and final payment. If the State Representative determines the project is not acceptable, the State Representative will notify the City's Project Manager in writing of what needs to be done to bring the project into compliance for acceptability before the State Representative will sign the DR Form 299 and recommend the project for closeout. The City shall contact the State's District Engineer for State Representative assignment. It is understood that any construction engineering services furnished by the State will be part of the cost of the project and the State's expenses will be included as costs of the project as specified in the reimbursement section of this agreement.

SECTION 10. The City shall advertise and conduct a letting and receive bids for the contemplated improvement. Prior to advertising the project for bids, the City shall submit a Right-of-Way Certificate and final plans package (100 percent plans, specifications, engineers estimate, status of utilities, environmental coordination letters, permits and contract bidding documents) to the Urban Engineer for review. The State will review the submitted items and give the City direction on proceeding with advertising the project for bids. Upon direction from the State for the City to advertise, the City shall not open the bids for a minimum of 21 calendar days after the first advertisement is published in the newspapers. The City shall submit its selection of low bidder and supporting documents to the State for concurrence prior to awarding of the construction contract to the successful low bidder. The City shall sign the contract or contracts and shall send copies of the signed contract(s), including copies of the awarded final plans package to the State's Urban Engineer, and District Engineer.

SECTION 11. The total cost of preliminary engineering, Right-of-Way, nonbetterment utility rehabilitation, construction and construction engineering is estimated to be \$734,000. The City's share is to be 20 percent of all eligible costs and 100 percent of preliminary engineering costs which is estimated to be \$214,800. The State agrees to reimburse the City, using Federal Funds, for 80 percent of the actual eligible cost of the improvement which is estimated to be \$519,200. Progress billings to reimburse the City may be submitted no more often than monthly. The State will reimburse 95 percent of the 80 percent eligible expenses until the 5 percent retention reaches a maximum amount of \$25,000. Once the maximum retention is obtained, the State will reimburse 100 percent of the 80 percent eligible expenses. The final settlement between the State and the City will be made after final review and approval by the State and after an audit, if deemed necessary by the State, has been performed to verify actual eligible costs. The City shall reimburse the State for any overpayments discovered by the State or its authorized representative.

The City further agrees, that if reimbursement to the State is required on this project, and if the City is unable to or does not make reimbursement within 60 calendar days after the State notifies the City of such required reimbursement; the State by this agreement is authorized to withhold money from highway funds apportioned or to be apportioned to the City, in an amount equal to the required reimbursement to the State.

Costs incurred by the State with respect to the entire project will be a part of the cost of the project to be paid out of City and Federal Funds. The State may, at its discretion, initiate progress invoices for costs incurred by the State during the progression of the project and the

City agrees to pay those invoices within thirty days of their receipt. The City's share of the total project cost will be all costs not paid for by Federal Funds.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the City under this agreement.

Final payment consisting of the retention withheld minus the State incurred expenses will not be reimbursed to the City until the City has filed a completed State DR Form 299 with the State, and both the City and the State have signed it. Once the DR Form 299 is signed by the State, no further reimbursement requests will be accepted by the State and the FHWA.

SECTION 12. The City understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of the City where Federal participation is not allowable or available. Therefore, where the Federal government refuses to participate in this project or any portion of this project, the City will be responsible for full project payment with no cost or expense to the State in this project or any portion of this project. Should this project be abandoned before completion, the City shall pay all costs incurred by the State prior to such abandonment.

The City shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final payment under this agreement; such records to be available for inspection by the State and the FHWA or any authorized representatives of the Federal government, and the City shall furnish copies to those mentioned in this section when requested to do so.

SECTION 13. The Federal share of this project must be reduced by any project specific local property assessments that exceed the appropriate local share on this project. This is subject to State review.

SECTION 14. Because the City is to receive Federal Funds for any part of this project, the City shall perform the services for all phases of work, including, but not limited to preliminary engineering, acquisition of Right-of-Way, construction (includes construction engineering), etc., according to Federal procedures and requirements. Although Federal Funds may be allocated to the project, all phases or certain phases of work will become ineligible for Federal Funds if Federal procedures and requirements are not met.

Prior to beginning any phase of work on the proposed project, the City shall contact the Urban Engineer for direction and assistance to ensure that all project work will be accomplished according to Federal procedures and requirements.

SECTION 15. If the City performs any part of the work on this project itself, the City shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in DISCRIMINATION CLAUSES Section of this agreement.

SECTION 16. The City shall have on file with the State an acceptable drug-free workplace policy.

SECTION 17. DISADVANTAGED BUSINESS ENTERPRISES

A. Policy

The City shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

B. Disadvantaged Business Enterprises Obligation

The City and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The City, acting as a subrecipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the City enters into on this project.

Failure of the City to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 18. NONDISCRIMINATION CLAUSES

During the performance of this agreement, the City, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The City shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and

27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

- (2) Nondiscrimination: The City, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendixes "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the City of the City's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The City shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the City under this agreement until the City complies, and/or
 - (b) cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The City shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The City shall take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for

noncompliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the City may request the State to enter into such litigation to protect the interests of the State, and in addition, the City may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 19. Changes to the City street which affect the function or operation of the improvement made either during construction or after the project is completed, will require prior approval of the State. Requests for changes during project construction must be made to the State Representative who will then forward the request to the Urban Engineer for final approval.

Upon project completion and final inspection, the City shall send one set of "As-Built" plans to the State's Urban Engineer.

SECTION 20. Upon project completion, the City shall maintain this project at its own expense, and make provisions each year for the maintenance costs involved in properly maintaining this facility. The City will release and hold harmless the State and FHWA from any suits brought against the State arising out of the City's construction and maintenance.

SECTION 21. Any utility rehabilitations or installations made within the Right-of-Way of this project after execution of this agreement must be in accordance with the provisions of Federal-Aid Highway Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, FHWA, or a State approved Utility Accommodation Policy. In order to receive Federal-Aid Funds for this improvement, the City shall follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way." Any work within the State Right-of-Way requires a permit. The City shall contact the District Engineer or Permits Officer to determine if a permit or permits is needed for the project and to make application for those permits if necessary.

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the City will become a project cost, but that outside of the corporate limits, only the nonbetterment portion of the rehabilitation costs of facilities currently occupying private Right-of-Way will be reimbursed. Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public Right-of-Way, however, nonbetterment costs of privately owned and operated utilities will be reimbursed if they exist on privately owned Right-of-Way and it is necessary to rehabilitate the utilities due to this project. All such reimbursements must be based on items and estimates submitted by the utility and approved by the City and State. Should this project necessitate the nonbetterment rehabilitation

of any privately owned and operated utilities, then the City shall send the State an estimate of those nonbetterment utility rehabilitation costs prior to the work being done. The City shall pay for utility nonbetterment rehabilitation and then bill the State for those eligible reimbursement costs. All reimbursements will be based on the actual costs of material, services and labor. This will be subject to audit, if the State deems that one is necessary.

SECTION 22. The Federal law governing acquisition and relocation on federally assisted projects is Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, commonly called just the Uniform Act. The City shall comply with the Uniform Act, the State's Right-of-Way Acquisition guide for LPA's and the State's Right-of-Way Manual.

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, environmental assessment, right-of-way, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the right-of-way phase.** When applicable, the State's Relocation Assistance Act, Neb. Rev. Stat. 76-214 through 76-1238 applies on all projects.

Prior to beginning Right-of-Way appraisals, negotiations, and acquisition, the City shall submit to the State Right-of-Way plans, Right-of-Way legal descriptions and a Right-of-Way estimate for review and approval. If acceptable, the State will issue a Notice-to-Proceed with the Right-of-Way work phase.

The City shall present to the State, a Right-of-Way Certificate that certifies the City has complied with the Uniform Act requirements and that the project is ready for construction. The State will grant the City authorization to proceed with the construction phase of the project, if the documentation submitted by the City supports the Right-of-Way Certificate.

SECTION 23. The City at no cost to the project, shall clear the present Right-of-Way on this project of all advertising signs. The City at no cost to the project, shall clear any other privately owned facility or thing that may interfere with the construction, maintenance and operation of the improvement planned for this project, and keep the old and new Right-of-Way free of future encroachments, except those authorized by permit.

SECTION 24. The City shall certify after accomplishment, that any Right-of-Way for this improvement not donated in compliance with the FHWA guidelines will be acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, 49 CFR 24, and the State's Right-of-Way Manual as approved by FHWA.

SECTION 25. Traffic control during project construction must conform to the Manual on Uniform Traffic Control Devices. Before final acceptance of the project by the State, all signing and marking must be in conformance with the current Manual on Uniform Traffic Control Devices.

IN WITNESS WHEREOF, the City and State have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this _____ day of _____, 2007

WITNESS:

CITY OF GRAND ISLAND

City Clerk

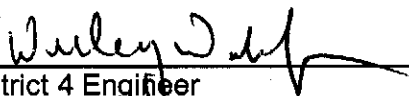
Mayor

EXECUTED by the State this _____ day of _____, 2007

STATE OF NEBRASKA
DEPARTMENT OF ROADS
James J. Knott, P.E.

Roadway Design Engineer

RECOMMENDED:
Wesley Wahlgren, P.E.



District 4 Engineer

AGR37-HO

R 10 W

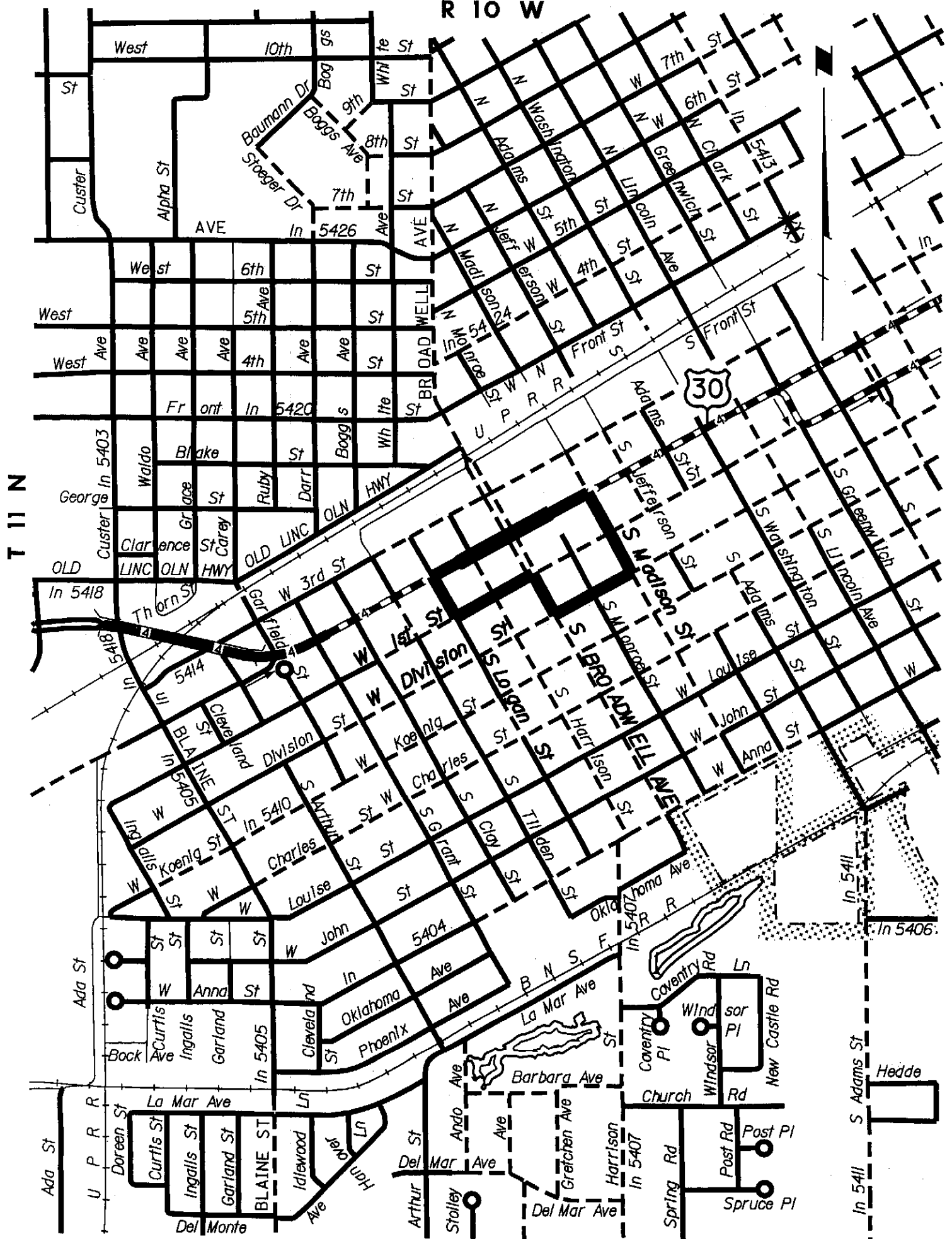
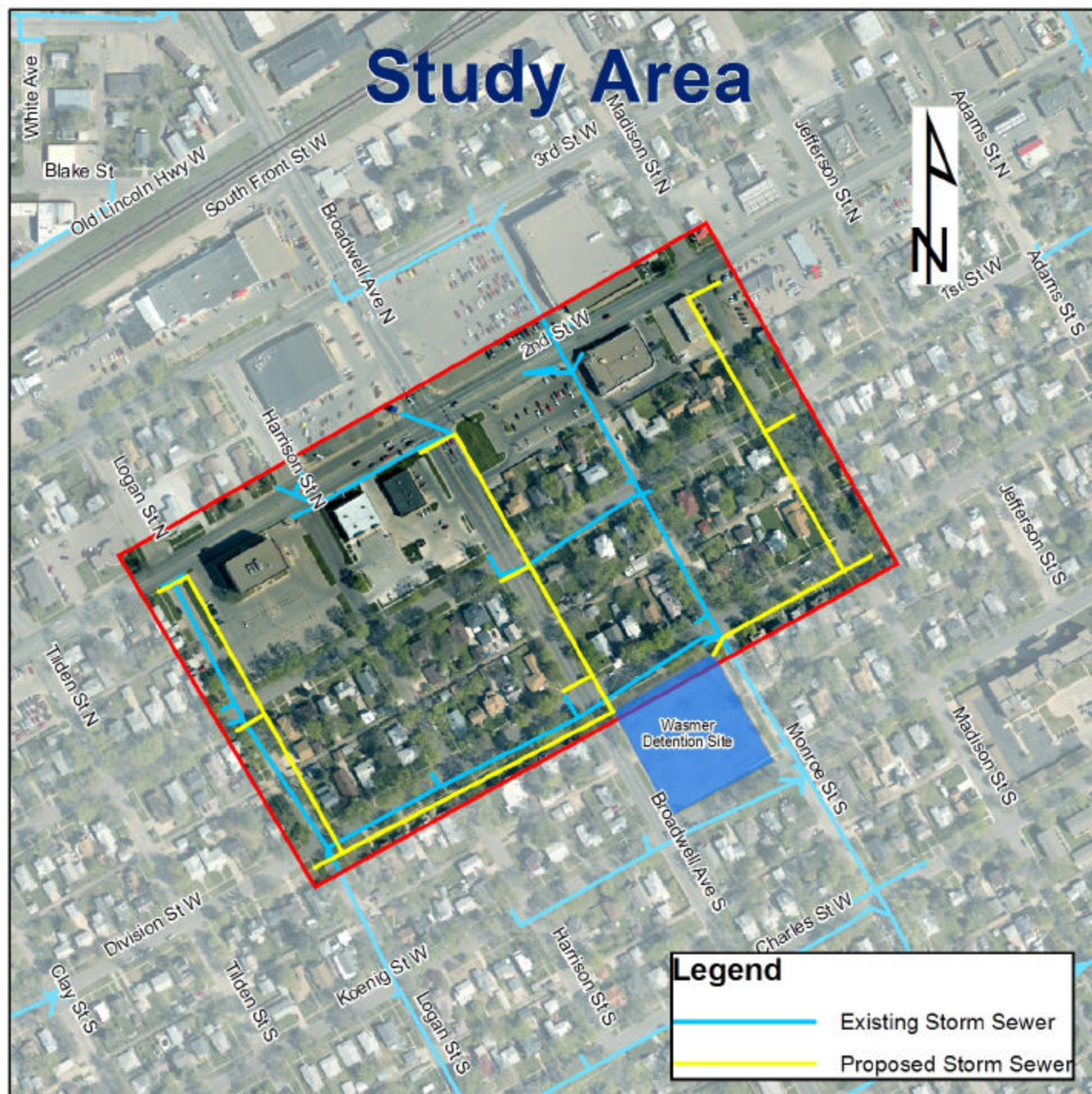


EXHIBIT "A"

Study Area



RESOLUTION 2007-65

WHEREAS, the City has been working with the Nebraska Department of Roads on a joint project to widen U.S. Highway 30 (2nd Street) from a 4-lane to a 5-lane roadway; and

WHEREAS, the City is upgrading the storm sewer along Logan Street, Broadwell Avenue and Madison Street from US Highway 30 to the Wasmer Detention Cell; and

WHEREAS, the Program Agreement with the Nebraska Department of Roads will improve the drainage along US Highway 30 and at the 3rd Street and Broadwell Avenue intersection; and

WHEREAS, the Program Agreement has been reviewed and approved by the City Attorney's office for this purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Program Agreement by and between the City and the Nebraska Department of Roads and the City of Grand Island is hereby approved; and the Mayor is hereby authorized and directed to execute such contract and related documents on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item I1

#2007-66 - Approving Marketing Plan for the Parks and Recreation Department

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: March 13, 2007

Subject: Marketing Plan for the Park and Recreation Department

Item #'s: I-1

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

Background

The Park and Recreation Department is in the unique position for a governmental agency to offer services that need to be marketed. Unlike the electric utility, for example, that has a captive market. With the construction of Island Oasis, Jackrabbit Run Golf Course, and now the Heartland Public Shooting Park, it is in the best interest of the City to market these venues to try to maximize revenue.

Discussion

The Park and Recreation Department has formulated a policy to allow for promotions, give-a-ways, and cross marketing promotions to help generate additional revenues and increase public awareness for the various Park and Recreation Department facilities (see attached policy).

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 adoption of this marketing policy.

Sample Motion

Motion to approve the marketing policy.



In an effort to enhance the current marketing plan for the City's recreational facilities, the Parks & Recreation Department is proposing to adopt some additional promotional strategies. The new promotional ideas are designed to increase facility awareness, attendance, revenue, and customer satisfaction. The marketing plan is intended to primarily impact Island Oasis Water Park, Heartland Public Shooting Park, and Jackrabbit Run Golf Course.

Coupons	Circulate discount coupons through newspaper ads, flyers, or other advertising. Coupon discounts should not exceed the facilities best group rate as established by the budget fee structure.
Cooperative Marketing	Make agreements with beverage companies, restaurants, potato chip companies, etc. to distribute marketing materials. Example: Island Oasis flyer on pizza boxes in trade for pizza coupon on back of Island Oasis admissions ticket.
Giveaways	Random drawings on location or through promotional events for free admission, concessions or merchandise items. Giveaways shall not exceed .005% of the facilities budgeted revenue.
Rain-Checks	With facility managers digression, give rain-checks to deserving customers. Parks & Recreation Administrative Office will maintain and review rain-check distribution log.
Specialty Promotions	Example - Birthday Party Package: Offer free admission for B-day boy/girl with free lifejacket rental to group, and include specialty birthday decorations for the event.
Day Promotions	Examples Include: Fathers Day – All dads admitted free Child Care Day – All providers admitted free Baseball/Softball Day – Players admitted for \$1.00 off and all coaches admitted free

The Parks & Recreation Director will annually review all promotions for viability.

RESOLUTION 2007-66

WHEREAS, the City of Grand Island, Parks and Recreation Department, is proposing to adopt additional promotional strategies to enhance current marketing plans for Island Oasis Water Park, Heartland Public Shooting Park and Jackrabbit Run Golf Course; and

WHEREAS, the Parks and Recreation Department has formulated a policy to allow for marketing promotions to generate additional revenues and increase public awareness for the Parks and Recreation facilities; and

WHEREAS, the proposed marketing plan has been reviewed and approved by the City Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that marketing plan proposed by the Parks and Recreation Department of the City of Grand Island to promote additional revenues for the Parks and Recreation Department, including the Island Oasis Water Park, Heartland Public Shooting Park and Jackrabbit Run Golf Course is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 8, 2007	☐ City Attorney



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item J1

Approving Payment of Claims for the Period of February 28, 2007 through March 13, 2007

The Claims for the period of February 28, 2007 through March 13, 2007 for a total amount of \$2,307,448.08. A MOTION is in order.

Staff Contact: David Springer



City of Grand Island

Tuesday, March 13, 2007

Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of February 28, 2007 through March 13, 2007

The Claims for the Library Expansion for the period of February 28, 2006 through March 13, 2007 for the following requisitions:

#54	\$	2,261.54
#55		580.66
#56		285,558.05
#57		3,842.69
#58		70.00
#59		1,800.00
#60		455.00
#61		1,234.18
#62		2,407.41

Total: \$298,209.53

A MOTION is in order.

Staff Contact: Steve Fosselman

REQUISITION FOR DISBURSEMENT

Requisition No. 54

TO: Wells Fargo Bank, National Association, Trustee
1248 "O" Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

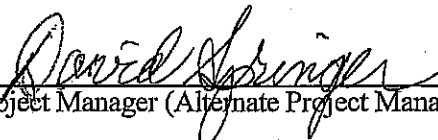
As Trustee under that Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
3M	\$377.18	Reinstall Security System
3M	\$1,099.36	Reinstall Security System
3M	\$200.00	Reinstall Security System
3M	<u>\$585.00</u>	Reinstall Security System
TOTAL	\$2,261.54	

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application.

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 9th day of November, 2005.


Project Manager (Alternate Project Manager)

3M Invoice

PAGE 1 OF 1

PURCHASE ORDER..STEVE FOSSELMAN

DIRECT INQUIRIES TO:
CUSTOMER SERVICE DEPT.
BLDG 235-2E-80
ST. PAUL MN 55144-1000

CUST REF NO..... BELOW
ORDER DATE 01/30/2007
SHIP DATE.....02/01/2007

INVOICE NO..... UM60704
TYPE..... ORIGINAL
DATE..... 02/01/2007

TERMS OF SALE
NET 30 DAYS
TERMS DATE.....02/01/2007
SALES REP..... V4817-2

PEGGY DIKARI
PHONE NO...800-328-0067
FAX NO.....800-223-5563

PARTIAL ORDER..... NO

ACCOUNT NO.
CHARGE TO: KCG9543 →

UM60704 Q02049



GRAND ISLAND PUBLIC
LIBRARY FOUNDATION
211 N WASH ST
GRAND ISLAND NE 68801-5855

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
2	EACH	STEVE FOSSELMAN 05113845763 EXTENDED CABLE KIT FOR 3800 CORRIDOR, 36" WIDE, 36" DEEP	184.00	368.00
		LIBRARY SYSTEMS SHIPPING & HANDLING	*	9.18
		EXEMPTION CERTIFICATE: GOVERNMENT	G	
		3M TERMS & CONDITIONS TERMS-NET 30 DAYS FROM DATE OF INVOICE INVOICE IS GENERATED AT TIME OF SHIPMENT (FOR CONTRACTOR ORDERS ONLY - RETAINAGE FEES NOT ACCEPTABLE)		
***		SHPD 02/01 FROM-ELEC PRD NEW U VIA-UPSN NDUPSN		
***		B/L-UM60704		
***		6-LBS		1-PCS
TOTAL MUST BE RECEIVED BY: 03/05/2007			INVOICE TOTAL	377.18

Please see reverse side for terms and conditions of sale and address change form.

DETACH AND RETURN WITH PAYMENT

KCG9543
GRAND ISLAND PUBLIC
LIBRARY FOUNDATION
211 N WASH ST
GRAND ISLAND NE 68801-5855

REMIT PAYMENT TO
3M
2807 PAYSPHERE CIR
CHICAGO IL 60674-0000

INVOICE NO..... UM60704
INVOICE DATE..... 02/01/2007
TERMS DATE..... 02/01/2007

FREIGHT..... 9.18

TOTAL MUST BE RECEIVED BY: 03/05/2007
INVOICE TOTAL 377.18

AMOUNT ENCLOSED

UM60704

3M Invoice

PAGE 1 OF 2

PURCHASE ORDER..Steve Fosselman

INVOICE NO..... XB09555
TYPE..... ORIGINAL
DATE..... 02/16/2007DIRECT INQUIRIES TO:
CUSTOMER SERVICE DEPT.
900 BUSH AVE, BLDG 42-6E
ST PAUL MN
55106ORDER DATE 02/08/2007
SHIP DATE.....02/08/2007TERMS OF SALE
NET 30 DAYS
TERMS DATE.....02/16/2007LIBRARY SYSTEMS EQUIP S
PHONE NO...800-328-0067
FAX NO.....888-263-1916

PARTIAL ORDER..... NO

ACCOUNT NO.
CHARGE TO: HGH5685 →

XB09555 Q01394

GRAND ISLAND PUBLIC LIB
EDITH ABBOTT MEMORIAL
211 N WASH ST
GRAND ISLAND NE 68801-5855

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
6	EACH	ANCHOR BOLT, 3/8" X 3" LONG RAWL #6913	16.56	99.36
5	EACH	LIBRARY SYSTEMS SERVICE LABOR CHARGE	200.00	1,000.00

PRODUCT INFORMATION:

MODEL #3802BC

SERIAL #3821074

LOCATION:
LOCATION CONTACT:
PHONE:SERVICE CALL ORIGINATOR: Steve Fosselman
PHONE: 308-385-5333

SERVICES PERFORMED:

MACHINE SERVICE REPORT #: 128473
SERVICE DATE: 02/13/07
TECHNICIAN: HECKMAN DAVE
REMEDY TICKET NUMBER: 000000000228268

EXEMPTION CERTIFICATE: GOVERNMENT

G

DETACH AND RETURN WITH PAYMENT

HGH5685
GRAND ISLAND PUBLIC LIB
EDITH ABBOTT MEMORIAL
211 N WASH ST
GRAND ISLAND NE 68801-5855

REMIT PAYMENT TO

3M
2807 PAYSHERE CIR
CHICAGO IL 60674-0000INVOICE NO..... XB09555
INVOICE DATE.... 02/16/2007
TERMS DATE..... 02/16/2007TOTAL MUST BE RECEIVED BY:
INVOICE TOTAL03/19/2007
1,099.36

AMOUNT ENCLOSED

XB09555

3M Invoice

PAGE 2 OF 2

PURCHASE ORDER..Steve Fosselman

INVOICE NO..... XB09555
TYPE..... ORIGINAL
DATE..... 02/16/2007

CHARGE TO ACCOUNT NO... HGH5685

SHIP TO: GRAND ISLAND PUBLIC LIB

GRAND ISLAND NE 68801-5855

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
----------	------	-------------	------------	--------------

TOTAL MUST BE RECEIVED BY: 03/19/2007			INVOICE TOTAL	1,099.36
---------------------------------------	--	--	---------------	----------

Please see reverse side for terms and conditions of sale and address change form.

3M Invoice

PAGE 1 OF 1

PURCHASE ORDER..Steve Fosselman

DIRECT INQUIRIES TO:
CUSTOMER SERVICE DEPT.
900 BUSH AVE, BLDG 42-6E
ST PAUL MN 55106

ORDER DATE 02/08/2007
SHIP DATE.....02/08/2007

INVOICE NO..... XB09556
TYPE..... ORIGINAL
DATE..... 02/16/2007

TERMS OF SALE
NET 30 DAYS
TERMS DATE.....02/16/2007

LIBRARY SYSTEMS EQUIP S
PHONE NO...800-328-0067
FAX NO.....888-263-1916

PARTIAL ORDER..... NO

ACCOUNT NO.
CHARGE TO: HGH5685 →

XB09556 Q01394



GRAND ISLAND PUBLIC LIB
EDITH ABBOTT MEMORIAL
211 N WASH ST
GRAND ISLAND NE 68801-5855

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	EACH	LIBRARY SYSTEMS SERVICE LABOR CHARGE	200.00	200.00

PRODUCT INFORMATION:

MODEL #3801DM

SERIAL #3811076

LOCATION:
LOCATION CONTACT:
PHONE:

SERVICE CALL ORIGINATOR:
PHONE:

Steve Fosselman
308-385-5333

SERVICES PERFORMED:

MACHINE SERVICE REPORT #:

128479

SERVICE DATE:

02/12/07

TECHNICIAN:

HECKMAN DAVE

REMEDY TICKET NUMBER:

000000000228269

EXEMPTION CERTIFICATE:GOVERNMENT

G

TOTAL MUST BE RECEIVED BY: 03/19/2007

INVOICE TOTAL

200.00

Please see reverse side for terms and conditions of sale and address change form.

DETACH AND RETURN WITH PAYMENT

HGH5685
GRAND ISLAND PUBLIC LIB
EDITH ABBOTT MEMORIAL
211 N WASH ST
GRAND ISLAND NE 68801-5855

REMIT PAYMENT TO

3M
2807 PAYSPHERE CIR
CHICAGO IL 60674-0000

INVOICE NO..... XB09556
INVOICE DATE.... 02/16/2007
TERMS DATE..... 02/16/2007

TOTAL MUST BE RECEIVED BY:
INVOICE TOTAL

03/19/2007
200.00

AMOUNT ENCLOSED

XB09556



Invoice

PAGE 1 OF 2

PURCHASE ORDER..Steve Fosselman

INVOICE NO..... XB09554
TYPE..... ORIGINAL
DATE..... 02/16/2007DIRECT INQUIRIES TO:
CUSTOMER SERVICE DEPT.
900 BUSH AVE, BLDG 42-6E
ST PAUL MN 55106ORDER DATE 02/08/2007
SHIP DATE.....02/08/2007TERMS OF SALE
NET 30 DAYS
TERMS DATE.....02/16/2007LIBRARY SYSTEMS EQUIP S
PHONE NO...800-328-0067
FAX NO.....888-263-1916

PARTIAL ORDER..... NO

ACCOUNT NO.
CHARGE TO: HGH5685 →

XB09554 Q01394

GRAND ISLAND PUBLIC LIB
EDITH ABBOTT MEMORIAL
211 N WASH ST
GRAND ISLAND NE 68801-5855

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	EACH	LIBRARY SYSTEMS SERVICE LABOR CHARGE	200.00	200.00
1	EACH	LIBRARY SYSTEMS SERVICE CALL OUT CHARGE	385.00	385.00

PRODUCT INFORMATION:

MODEL #3801DM

SERIAL #3811074

LOCATION:

LOCATION CONTACT:

PHONE:

SERVICE CALL ORIGINATOR:

Steve Fosselman

PHONE:

308-385-5333

SERVICES PERFORMED:

MACHINE SERVICE REPORT #:

128471

SERVICE DATE:

02/12/07

TECHNICIAN:

HECKMAN DAVE

REMEDY TICKET NUMBER:

000000000228266

EXEMPTION CERTIFICATE: GOVERNMENT

G

DETACH AND RETURN WITH PAYMENT

HGH5685
GRAND ISLAND PUBLIC LIB
EDITH ABBOTT MEMORIAL
211 N WASH ST
GRAND ISLAND NE 68801-5855

REMIT PAYMENT TO

3M
2807 PAYSHERE CIR
CHICAGO IL 60674-0000INVOICE NO..... XB09554
INVOICE DATE.... 02/16/2007
TERMS DATE..... 02/16/2007TOTAL MUST BE RECEIVED BY:
INVOICE TOTAL03/19/2007
585.00

AMOUNT ENCLOSED

XB09554

3M Invoice

PAGE 2 OF 2

PURCHASE ORDER..Steve Fosselman

INVOICE NO..... XB09554
TYPE..... ORIGINAL
DATE..... 02/16/2007

CHARGE TO ACCOUNT NO... HGH5685

SHIP TO: GRAND ISLAND PUBLIC LIB

GRAND ISLAND NE 68801-5855

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
----------	------	-------------	------------	--------------

TOTAL MUST BE RECEIVED BY: 03/19/2007	INVOICE TOTAL	585.00
---------------------------------------	---------------	--------

Please see reverse side for terms and conditions of sale and address change form.

REQUISITION FOR DISBURSEMENT

Requisition No. 55

TO: Wells Fargo Bank, National Association, Trustee
1248 "O" Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

As Trustee under that Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Ryder Transportation Service	\$221.66	Truck Rental
Ryder Transportation Service	\$359.00	Truck Rental

TOTAL \$580.66

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application.

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 9th day of November, 2005.


Project Manager (Alternate Project Manager)



Remittance Page

February 21, 2007

3036-289446

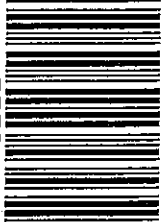
GRAND ISLAND PUBLIC LIBRARY
MR STEVE FOSSELMAN
211 N WASHINGTON ST
GRAND ISLAND, NE. 68801

Invoice number: 229327
Customer number: 00987-289446

District number: 3036
DES MOINES

BENEFIT FROM THE
EASE OF E-BILLS, GET
YOUR BILL VIA FAX OR
EMAIL.888-947-0010

TE00



Payment due 03/05/07

INVOICE DATE	DUE DATE	AMOUNT DUE
02-21-07	03-05-07	\$359.00
INVOICE NUMBER		CUSTOMER NUMBER
229327		0987-289446

REMIT TO:

(Please enclose entire page with remittance)

☐ IF YOUR ADDRESS OR PHONE NUMBER HAS CHANGED,
PLEASE CHECK BOX AND WRITE CHANGES BELOW.

Ryder Transportation Services
P.O. Box 96723
Chicago, IL. 60693
Phone: 800-947-9337

GRAND ISLAND PUBLIC LIBRARY
MR STEVE FOSSELMAN
211 N WASHINGTON ST
GRAND ISLAND, NE. 68801

Comments



Invoice

February 21, 2007

Page 1

3036-289446
GRAND ISLAND PUBLIC LIBRARY
MR STEVE FOSSELMAN
211 N WASHINGTON ST
GRAND ISLAND, NE. 68801

Invoice number: 229327
Customer number: 00987-289446
District number: 3036
DES MOINES

BENEFIT FROM THE
EASE OF E-BILLS, GET
YOUR BILL VIA FAX OR
EMAIL.888-947-0010

Payment due 03/05/07

Remit to:
Ryder Transportation Services
P.O. Box 96723
Chicago, IL. 60693
Phone: 800-947-9337
Please indicate the invoice number 229327 on your remittance

Total due \$359.00

Summary of charges

	Vehicle/Agreement	Fixed Rental	Variable	Other*	Total
Rental	471846/00576966	275.00	56.00	28.00	359.00
Agreements	Agreements total	275.00	56.00	28.00	359.00
	Total charges	275.00	56.00	28.00	\$359.00

* Other may include accident charges, service and repairs, accessory charges, customer vehicle fuel, miscellaneous charges, credits, interstate fuel tax and estimated fuel

News from Ryder

Ryder reports monthly to Dun & Bradstreet,
CreditExchange and Experian.
Thank you for your business.

00576966 Agreement number, rental



Reference		Fixed rental charges				
Vehicle number:	471846	1	week	@	275.00	\$275.00
Vehicle description:	15' Diesel City Van					
Reference number:	01282735					
Driver:	Ray Hayman					
Rental location:	GRAND ISLAND, NE.					
Date rented:	02/12/07, 09:30					
Days used:	7					
Period billed:	02/12/07-02/19/07					
	Partial #001					

W/O Physical Damage Cov W/O Liability Cov W/O Glass Damage Waiver

Mileage charges

Ending odometer	12214					
Beginning odometer	- 11814					
Miles run	400					
Rate per mile	x \$.1400					
Total mileage charge	\$56.00					\$56.00

Additional charges

Item	Qty	Used	Unit of measure	Rate	Amount
Waste Disposal Fee	7EA			4.00	28.00
Total additional charges					\$28.00
Total charge					\$359.00

Thank you for doing business with Ryder!



Remittance Page

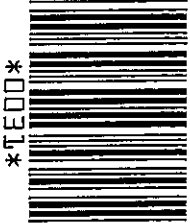
February 28, 2007

3036-289446

GRAND ISLAND PUBLIC LIBRARY
MR STEVE FOSSELMAN
211 N WASHINGTON ST
GRAND ISLAND, NE. 68801

Invoice number: 229512
Customer number: 00987-289446
District number: 3036
DES MOINES

BENEFIT FROM THE
EASE OF E-BILLS, GET
YOUR BILL VIA FAX OR
EMAIL.888-947-0010



Payment due 03/12/07

INVOICE DATE	DUE DATE	AMOUNT DUE
02-28-07	03-12-07	\$221.66
INVOICE NUMBER		CUSTOMER NUMBER
229512		0987-289446

REMIT TO:
(Please enclose entire page with remittance)

☐ IF YOUR ADDRESS OR PHONE NUMBER HAS CHANGED,
PLEASE CHECK BOX AND WRITE CHANGES BELOW.

Ryder Transportation Services
P.O. Box 96723
Chicago, IL 60693
Phone: 800-947-9337

GRAND ISLAND PUBLIC LIBRARY
MR STEVE FOSSELMAN
211 N WASHINGTON ST
GRAND ISLAND, NE. 68801

Comments



Invoice

February 28, 2007

Page 1

3036-289446
GRAND ISLAND PUBLIC LIBRARY
MR STEVE FOSSELMAN
211 N WASHINGTON ST
GRAND ISLAND, NE. 68801

Invoice number: 229512
Customer number: 00987-289446
District number: 3036
DES MOINES

BENEFIT FROM THE
EASE OF E-BILLS, GET
YOUR BILL VIA FAX OR
EMAIL.888-947-0010

Payment due 03/12/07

Remit to:
Ryder Transportation Services
P.O. Box 96723
Chicago, IL. 60693
Phone: 800-947-9337
Please indicate the invoice number 229512 on your remittance

Total due \$221.66

Summary of charges

	Vehicle/Agreement	Fixed Rental	Variable	Total
Rental	471846/00576966	275.00	53.34CR	221.66
Agreements	Agreements total	275.00	53.34CR	221.66
	Total charges	275.00	53.34CR	\$221.66

News from Ryder

Ryder reports monthly to Dun & Bradstreet,
CreditExchange and Experian.
Thank you for your business.

00576966 Agreement number, rental



Reference

Vehicle number: 471846
Vehicle description: 15' Diesel City Van
Reference number: 01282735
Driver: Ray Hayman
Rental location: GRAND ISLAND, NE.
Date rented: 02/12/07, 09:30
Days used: 7 CR
Period billed: 02/19/07-02/26/07
Partial #002

Fixed rental charges

1	week	@	275.00	\$275.00
---	------	---	--------	----------

W/O Physical Damage Cov W/O Liability Cov W/O Glass Damage Waiver

Mileage charges

Ending odometer 11833
Beginning odometer - 12214

Miles run 381CR
Rate per mile x \$.1400

Total mileage charge \$53.34CR

\$53.34CR

Total charge

\$221.66

Thank you for doing business with Ryder!

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 56

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Mid Plains Construction Co.	\$285,558.05	Design/Build Contract


Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).

2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.

3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 5th day of March, 2007.


Project Manager

FROM: Mid Plains Construction Co.
1319 W North Front St
Grand Island, NE 68801
(308) 382-2760 Fax (308) 382-2770

CUSTOMER: 0001
INVOICE #: 103129
INVOICE DATE: 02/28/07
PERIOD TO: 02/28/07
CONTRACT DATE: 07/01/05
APPLICATION #: 17

TO: Grand Island Facilities Corp
211 N Washington
Grand Island, NE 68801

PROJECT: Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

ARCHITECT: CMBA

PROJECT:

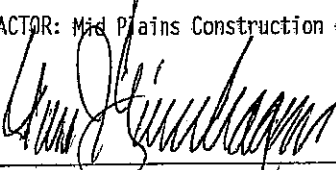
APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM.....	\$ 5,700,000.00
2. Net Change by Change Orders.....	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	5,700,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	4,889,520.75
(Column G on Continuation Sheet)	
5. RETAINAGE:	
a. 3% of Completed Work.....	142,500.00
(Column D+E on Continuation Sheet)	
b. 0% of Stored Material.....	0.00
(Column F on Continuation Sheet)	
Total Retainage (Line 5a + 5b or	
Total in Column I on Continuation Sheet).....	
6. TOTAL EARNED LESS RETAINAGE.....	4,747,020.75
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	4,461,462.70
(Line 6 from prior Certificate)	
8. SALES TAX (if applicable).....	0.00
9. CURRENT PAYMENT DUE.....	285,558.05
10. BALANCE TO FINISH, PLUS RETAINAGE.....	952,979.25
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Mid Plains Construction Co.

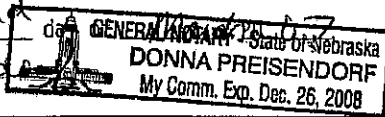
State of NE County of Hall

By:  Date: 3-2-07

Subscribed and sworn to before me this 2nd day of March, 2007

Notary Public: Donna Preisendorf

My Commission Expires: 12-26-08



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 285,558.05

ARCHITECT: CMBA

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

FROM: Mid Plains Construction Co.
1319 W North Front St
Grand Island, NE 68801
(308) 382-2760 Fax (308) 382-2770

TO: Grand Island Facilities Corp
211 N Washington
Grand Island, NE 68801

CUSTOMER: 0001
INVOICE #: 103129
INVOICE DATE: 02/28/07
PERIOD TO: 02/28/07
CONTRACT DATE: 07/01/05
APPLICATION #: 17

PROJECT: Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

ARCHITECT: CMBA

PROJECT:

CONTINUATION SHEET

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	----- WORK COMPLETED ----- FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL % COMPLETED (G/C) & STORED TO DATE (D+E+F)	BALANCE TO FINISH (C-G)	RETAINAGE
ORIGINAL CONTRACT:								
01	General Conditions	295300.00	265770.00	8859.00		274629.00 93	20671.00	7382.50
02	Demolition	101530.00	55841.50	15229.50		71071.00 70	30459.00	2538.25
03	Sitework	188960.00	185180.80			185180.80 98	3779.20	4724.00
04	Site Improvements	58865.00	55921.75			55921.75 95	2943.25	1471.63
05	Paving	308765.00	308765.00			308765.00 100		7719.13
06	Concrete	178710.00	171561.60			171561.60 96	7148.40	4467.75
07	Precast Concrete	379070.00	379070.00			379070.00 100		9476.75
08	Masonry	36525.00	32872.50			32872.50 90	3652.50	913.13
09	Metals	198745.00	198745.00			198745.00 100		4968.63
10	Carpentry	38050.00	32342.50	1141.50		33484.00 88	4566.00	951.25
11	Millwork	54325.00	29878.75	13581.25		43460.00 80	10865.00	1358.13
12	Therm Moisture Prot	37920.00	23889.60	3033.60		26923.20 71	10996.80	948.00
13	Roofing	103335.00	103335.00			103335.00 100		2583.38
14	Hollow Metal	54165.00	49831.80			49831.80 92	4333.20	1354.13
15	Special Doors	3290.00		3290.00		3290.00 100		82.25
16	Glass & Glazing	140840.00	126756.00	9858.80		136614.80 97	4225.20	3521.00
17	Drywall	233755.00	217392.15			217392.15 93	16362.85	5843.88
18	Composite Panels	135740.00	134382.60			134382.60 99	1357.40	3393.50
19	Acoustical Ceilings	41000.00	36900.00	2050.00		38950.00 95	2050.00	1025.00
20	Painting Allowance	101000.00	47470.00	13130.00		60600.00 60	40400.00	2525.00
21	Flooring Allowance	173500.00	156150.00			156150.00 90	17350.00	4337.50
22	Misc. Specialties	54965.00	35727.25	10993.00		46720.25 85	8244.75	1374.13
23	Operable Walls	31700.00	31700.00			31700.00 100		792.50
24	Furnishings	475000.00	23750.00	133000.00		156750.00 33	318250.00	11875.00
25	Fire Sprinkler	84000.00	58800.00			58800.00 70	25200.00	2100.00
26	HVAC	415550.00	390617.00	4155.50		394772.50 95	20777.50	10388.75
27	Plumbing	291300.00	250518.00	26217.00		276735.00 95	14565.00	7282.50
28	Electrical	491130.00	383081.40	14733.90		397815.30 81	93314.70	12278.25
29	Architect & Eng Fees	542300.00	488070.00	5423.00		493493.00 91	48807.00	13557.50
30	Design Build Fee	347700.00	278160.00	20862.00		299022.00 86	48678.00	8692.50
31	Contingency	102965.00	51482.50			51482.50 50	51482.50	2574.08
TOTALS:		5700000.00	4603962.70	285558.05	0.00	4889520.75 86	810479.25	142500.00



MID PLAINS CONSTRUCTION CO.

GENERAL CONTRACTORS

1319 W. North Front St.
GRAND ISLAND, NEBRASKA 68801

Phone (308) 382-2760 Fax (308) 382-2770

TO Edith Abbott Memorial Library

211 N Washington

Grand Island, NE 68801

LETTER OF TRANSMITTAL

DATE 3-2-07	JOB NO. 50175
ATTENTION Mr. Steve Fosselman	
RE: Edith Abbott Memorial Library	
2005 Expansion/Remodel Project	
Grand Island, Nebraska	

WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☒ enclosed

COPIES	DATE	NO.	DESCRIPTION
1			Payment Estimate #17

THESE ARE TRANSMITTED as checked below:

- ☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: Russ J. Giesenhausen/dp

If enclosures are not as noted, kindly notify us at once.

Jones Library Sales, Inc.

100 E. School Street
P.O. Box 536
Carlisle, IA 50047

INVOICE

DATE INVOICE

2/23/2007 0207-013R

BILL TO

EDITH ABBOTT MEMORIAL LIBRARY
ATTN: STEVE FOSSELMAN
211 N. WASHINGTON
GRAND ISLAND, NE 68801
P: 308-385-5333 F: 308-385-5339

SHIP TO

EDITH ABBOTT MEMORIAL LIBRARY
211 N. WASHINGTON
GRAND ISLAND, NE 68801

		YOUR ORDER #		VERBAL	
ORDER	TERMS	REF	SHIP DATE	SHIP VIA	FOR
CSD	Net 15	KEN	2/19/2007	OUR TRUCK	GRAND ISL.
QTY	ITEM	DESCRIPTION		UNIT	TOTAL
1	CSD	LABOR TO MOVE SHELVING & BOOKS FOR WEEK ENDING 2/23/07		1,900.00	2,900.00
1	CSD	INSURANCE		342.69	342.69
1	CSD	MOTELS		400.00	400.00
1	CSD	GASOLINE		200.00	200.00

THANK YOU !!!

JONES LIBRARY SALES INC
PHONE: 515-989-4241 FAX: 515-989-4230
FIN 042-1145395
www.joneslibrary.com joneslib@msn.com

Total \$3,842.69

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 58

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501

Attention: Trust Department

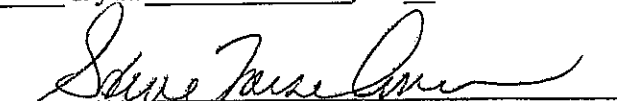
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Wegner Monument Co.	\$70.00	Move granite & bronze statues

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 26th day of February, 200 7.


Project Manager

1990-1991

DATE: FEBRUARY 21, 2007

BILL TO Grand Island Library
211 N Washington St.
Grand Island, NE 68801

COMMENTS

REMITTANCE	
Statement #	100
Date	
Amount Due	
Amount Enclosed	

THANK YOU FOR YOUR BUSINESS!

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 59

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

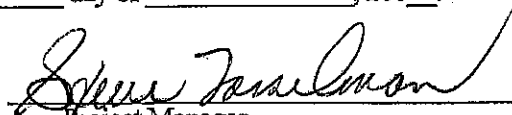
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Third Party Environmental, Inc.	\$1,800.00	Project Design for original building renovation asbestos removal.

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 5th day of March, 2007.



Project Manager

Third Party Environmental, Inc.

PO Box 2202

1516 S Gunbarrel Road

Grand Island, NE 68802-2202

Invoice

Date	Invoice #
2/28/2007	870

Bill To
Grand Island Public Library Attn: Steve Fosselman 211 North Washington Street Grand Island, NE 68801

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Project Design for original building renovation asbestos removal	1,800.00	1,800.00
		Total	\$1,800.00

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 60

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Eakes Office Plus	\$455.00	Labor/Install Furniture

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).

2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.

3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 5th day of March, 2007.



Project Manager

Eakes
OP-office
plus
 617 WEST PARK STREET
 GRAND ISLAND NE 68801
 308-382-8026

Please Remit To:
 Eakes Office Plus
 P.O. Box 2093
 Grand Island, NE 68802-2093

**THIS IS THE ONLY INVOICE
 YOU WILL RECEIVE**

DATE	INVOICE NUMBER
02/21/07	4423019-0

PAGE 1 10:54
 SALESMAN 1708 PHONE 308-385-5333
 PO# WRITER 1012

CUSTOMER # 618799 DEPT

G I PUBLIC LIBRARY

SHIPPING ADDRESS

211 NORTH WASHINGTON ST
 GRAND ISLAND NE 68801

CHARGE
 INVOICE
 EIDIT

ITEM NUMBER	CO. DESCRIPTION	ORDER QTY	BACK QTY	SHIP QTY	UNIT	NET PRICE	EXTENDED PRICE
LABOR	LABOR/INSTALL SIGNATURE	1		1	EA	455.00	455.00

Thank You!

SUB-TOTAL	455.00
TOTAL	455.00

TERMS AND CONDITIONS OF SALE: Due net on 10th of month following date of purchase. 1.33% per month (15.96% annual interest) charged on balance past 30 days.

CUSTOMER COPY

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 61

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Business Telecommunication Systems	\$1,234.18	Moved phone system to expanded portion, wired and hooked up


Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).

2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.

3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 5th day of March, 2007.



Project Manager

Business Telecommunication Sy

Phone: 308-382-1011 Fax: 308-382-0986
3312 Island Circle, PO Box 2002
Grand Island, NE 68802-2002

Invoice

Number:

11206

Date:

2/28/2007

Bill-To

G I City Library
211 N. Washington
Grand Island, NE 68801 U.S.

Ship-To

G I City Library
211 N. Washington
Grand Island, NE 68801 U.S.

Source: SO No. 11491

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Sales Rep	Ship Via	Terms
625	G I City Library	Z11016			Loren Cleveland		Net 10

1/24/07 Per Steve: Move phone system 2/12 & 13.

2/12 & 13/07: Moved phone system to new area, wire up system, hooked up in new location, tested and programmed.

Qty.	Part Number	Description	UOM	Ea. Price	Total
6	66M150	50 PR CONNECTING BLK	EA	\$10.46	\$62.76
6	R89	MOUNTING BRACKET	EA	\$2.80	\$16.80
3	625A2-6-50	6 WIRE MOD BASE JACK	EA	\$2.54	\$7.62
6	25-PP-15	25 PR-15' CABLE-MALE/MALE	EA	\$44.50	\$267.00
11.00	LABOR/GI	Labor/Grand Island 4.5 Hr GM & AR ea/2 Hr MG	HR	\$80.00	\$880.00

Item Total: \$1,234.18

Sales Tax: \$0.00

Total Amount Due: \$1,234.18**Voucher#**

PO #	210712		
Vendor #			
Invoice #	11206		
Description	Moved phone to new building		
Approved by		Date	3/5/07
Org-obj#		Amount	

1504651-85880

1234.18

PAYMENT DUE UPON RECEIPT. DELINQUENT INVOICES ARE SUBJECT TO A CHARGE OF 1-1/2% PER MONTH.

PLEASE REMIT TO:

BTS, INC.

P.O. BOX 2002

GRAND ISLAND, NE 68802-2002

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 62

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

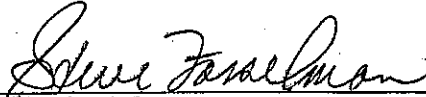
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Ken's Appliance, Inc.	\$2,407.41	Delivery and setup of microwave, refrigerator, range, stovetop, and dishwasher

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 6th day of March, 2007.



Project Manager

SALES INVOICE

KEN'S APPLIANCE, INC.
2211 NORTH WEBB ROAD
P.O. BOX 577
GRAND ISLAND, NE 68802
308-382-6112

PHONE# 385-5333
Invoice No: A26898
Invoice Date: 03/01/07

Sold GRAND ISLAND PUBLIC LIBRARY
To: EDITH ABBOTT MEMORIAL LIBRARY
211 N. WASHINGTON ST.
GRAND ISLAND, NE 68801

DELIVERY DATE 2-28
DELIVERED BY
CONTRACT MADE
CONTRACT SIGNED

CUSTOMER CODE GIPL
Terms: NET 10 DAYS
Salesperson: No salesperson
PURCHASE ORDER

PRODUCT	QTY	DESCRIPTION	PRICE	AMOUNT
KI	1	DELIVERY AND SETUP	229.000	229.00

Subtotal	229.00
*Sales Tax	0.00
Invoice Total	229.00
Prior Balance	2,178.41

THANK YOU FOR YOUR BUSINESS

Please Pay====> 2,407.41

STATEMENT

KEN'S APPLIANCE, INC.
2211 NORTH WEBB ROAD
P.O. BOX 577
GRAND ISLAND, NE 68802
308-382-6112

Account No: GIPL
Date: 02/28/07

GRAND ISLAND PUBLIC LIBRARY
EDITH ABBOTT MEMORIAL LIBRARY
211 N. WASHINGTON ST.
GRAND ISLAND, NE 68801

DATE	DOC. #	DESCRIPTION	CHARGES	CREDITS	BALANCE
02/12/07	026898	GTS18FBSWW/GE REFRIGERA	419.00		419.00
		JVM1440WH/GE MICROWAVE	199.00		618.00
		JBP64WHWW/GE RANGE	478.00		1,096.00
		GSD3900LWW/GE DISHWASHE	279.00		1,375.00
		FRV17G4JW FRIGIDAIR REF	599.00		1,974.00
THESE PRICES REFLECT NO DELIVERY OR INSTALLATION AND ARE PRICED AS A PACKAGE. DELIVERY OF ALL ITEMS IS \$70.00 DELIVERY AND INSTALLATION WOULD BE \$229.00.					
02/20/07	040937	LABOR SERVICE LARRY	79.00		2,053.00
		PARTS (SEE INVOICE)	122.91		2,175.91
		FUEL ADDER (SURCHARGE)	2.50		2,178.41

Current	31-60 Days	61-90 Days	Over 90 Days
2,178.41	0.00	0.00	0.00

DUE BY MARCH 15, 2007

THANK YOU FOR YOUR BUSINESS!

Please Pay ~~2,178.41~~