
City of Grand Island



Tuesday, October 13, 2009

Council Session Packet

City Council:

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

Mayor:

Margaret Hornady

City Administrator:

Jeff Pederson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item C1

Recognition of Jeremy Watson, Audio/Visual Technician for Work Performed on Receiving the "Savvy Award"

The City of Grand Island Public Information Division received the City-County Communications and Marketing Association's (3CMA) 2009 Savvy Award in the category of TV Promotional Video for a population size of 16,000 to 60,000 people. The first place national award was presented to the City of Grand Island at the 3CMA National Conference recently held in Scottsdale, AZ.

The City of Grand Island entry was a Fire Recruitment Video produced and edited by Jeremy Watson, GITV audio technician and videographer, along with a five-page application process. This is the first time the City of Grand Island Public Information division has received national recognition for the work completed in their division.

3CMA received over 650 entries this year in 12 categories with 43 subcategories. Savvy Award entries are judged on overall accomplishments, with measurable outcomes being heavily weighted. In addition, entries are judged on overall creativity, quality of content, design and production, and budget. The Savvy Award salutes skilled and effective city, county, agency or district professionals who have creatively planned and carried out successful innovations in communications and marketing.

Staff Contact: Wendy Meyer-Jerke



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item C2

Proclamation "Disability Awareness Month" October, 2009

The month of October is dedicated to raising awareness of the contributions disabled citizens make to our city and the workforce. Mayor Hornady has proclaimed the month of October 2009 as "Disability Awareness Month". See attached PROCLAMATION.

Staff Contact: Mayor Hornady

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

PROCLAMATION

- WHEREAS, employment is crucial to the independence and empowerment of all citizens and contributes to a health and prosperous community; and
- WHEREAS, Grand Island recognizes the positive contributions citizens with disabilities make to our city, state and nation; and
- WHEREAS, since 1921, the Nebraska Vocational Rehabilitation program has helped people with disabilities make career plans, learn job skills and join the workforce; and
- WHEREAS, the month of October is dedicated to raising awareness of the contributions disabled citizens make to our city and the workforce; and
- WHEREAS, on behalf of the citizens of Grand Island, I thank Vocational Rehabilitation, the State Rehabilitation Council, and Terry Holcomb and Brad Koza from Wal-Mart for their work to ensure people experiencing disabilities have the opportunity to reach their full potential.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of October, 2009 as

“DISABILITY AWARENESS MONTH”

in the City of Grand Island.

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



Margaret Hornady
Margaret Hornady, Mayor

Attest:

RaNae Edwards
RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item C3

Proclamation "National Arts & Humanities Month" October, 2009

The National Arts and Humanities have been recognized by many organizations in the month of October for more than two decades. The arts and humanities enhance and enrich the lives of every American and strengthens our economy. The Mayor has proclaimed the month of October as "National Arts and Humanities Month". See attached PROCLAMATION.

Staff Contact: Mayor Hornady

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

PROCLAMATION

- WHEREAS, the month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities and states across the country, as well as by the White House and Congress for more than two decades; and
- WHEREAS, the arts and humanities embody much of the accumulated wisdom, intellect and imagination of humankind; and
- WHEREAS, the arts and humanities enhance and enrich the lives of every American; and
- WHEREAS, the arts and humanities play a unique role in the lives of our families, our communities and our country; and
- WHEREAS, the non-profit arts industry also strengthens our economy by generating \$166.2 billion in total economic activity annually and by supporting the full-time equivalent of 5.7 million jobs.

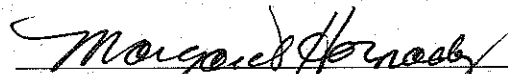
NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of October, 2009 as

**“NATIONAL ARTS AND
HUMANITIES MONTH”**


in the City of Grand Island, and encourage all citizens to celebrate and promote the arts and culture in our city and to specifically encourage the greater participation by those said citizens in taking action for the arts and humanities in Grand Island.

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




Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item E1

**Public Hearing Concerning Acquisition of Utility Easement - 3815
Arch Avenue - Preferred Pump & Equipment, LP**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: October 13, 2009

Subject: Acquisition of Utility Easement – 3815 Arch Avenue – Preferred Pump & Equipment, LP

Item #'s: E-1 & G-13

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 Preferred Pump & Equipment, LP, located on the southwest corner of 3815 Arch Avenue, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Preferred Pump is expanding the building that they currently occupy, and plan to construct a new building. The expansion will require a larger electrical service.

Discussion

This easement will be used to locate underground primary cable and a pad-mounted transformer to provide for increased electrical load.

Alternatives

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

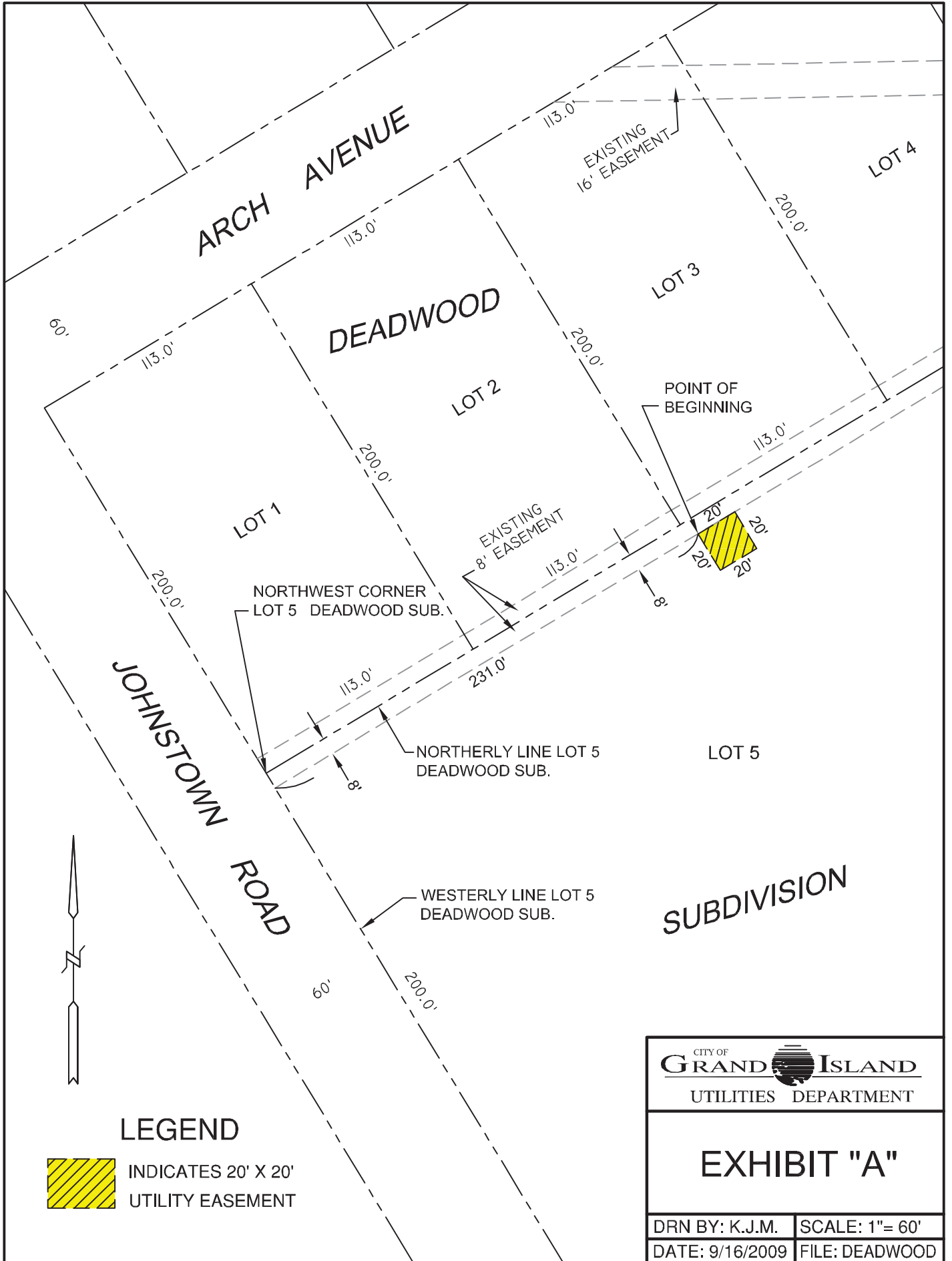
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, October 13, 2009

Council Session

Item E2

**Public Hearing Concerning Acquisition of Utility Easement -
Timberline & Good Samaritan Place - Evangelical Lutheran Good
Samaritan Society**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: October 13, 2009
Subject: Acquisition of Utility Easement – Good Samaritan Village
-Timberline & Good Samaritan Place – Evangelical
Lutheran Good Samaritan Society
Item #'s: E-2 & G-14
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 four tracts of easements relative to the property of Evangelical Lutheran Good Samaritan Society, located on Timberline Street and Good Samaritan Place, in the City of Grand Island, Hall County, in order to have access to install, upgrade, and maintain water lines and fire hydrants; to repair power appurtenances, including high voltage cables and transformers.

Discussion

Tracts One (1), Three (3), and Four (4) are for underground primary cable and transformers to supply electrical power to the Good Samaritan Complex. Tract Two (2) will be used for a public water line and fire hydrant.

Alternatives

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

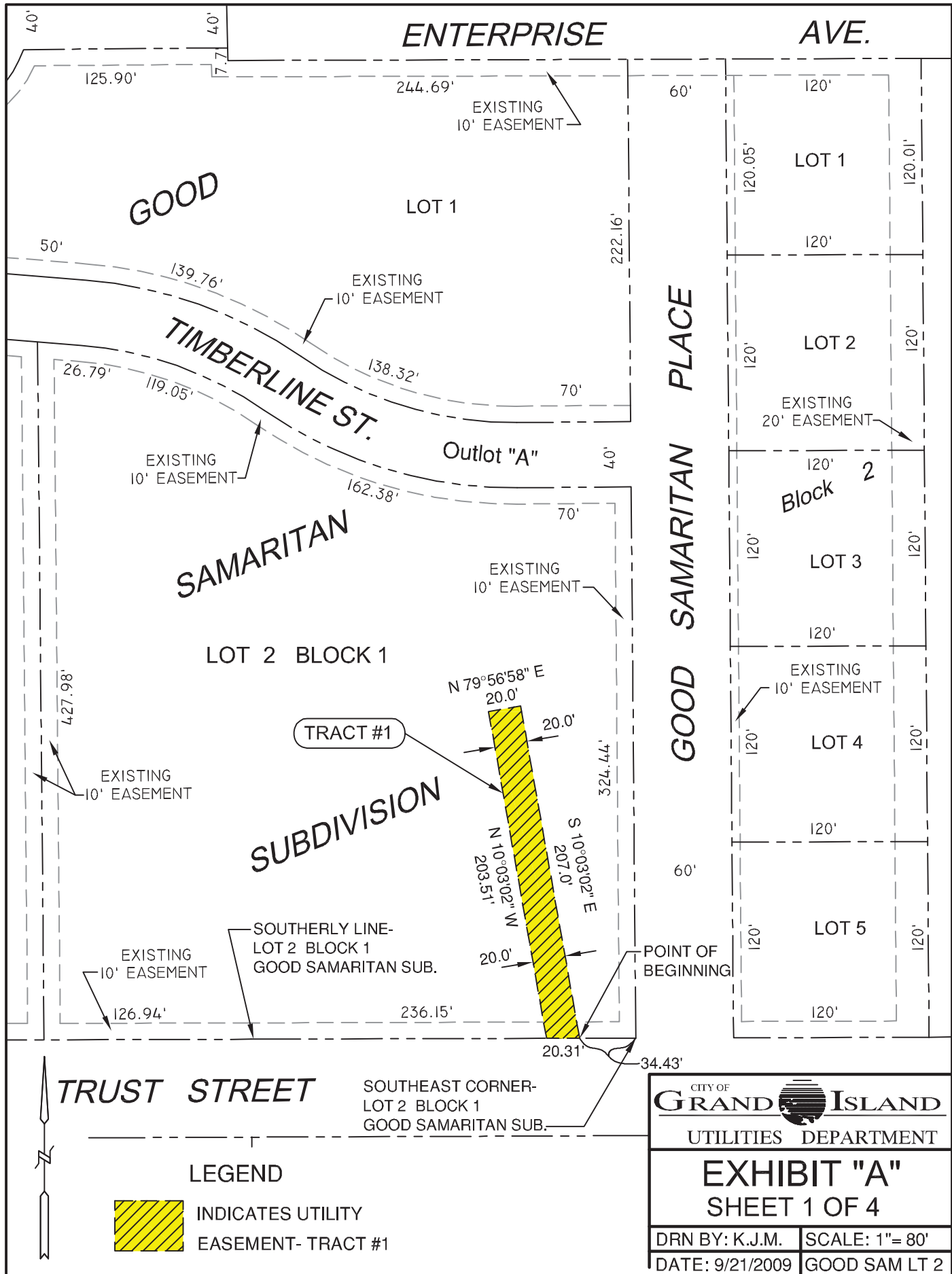
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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



Sample Motion

Move to approve acquisition of the Utility Easement.



TRUST STREET

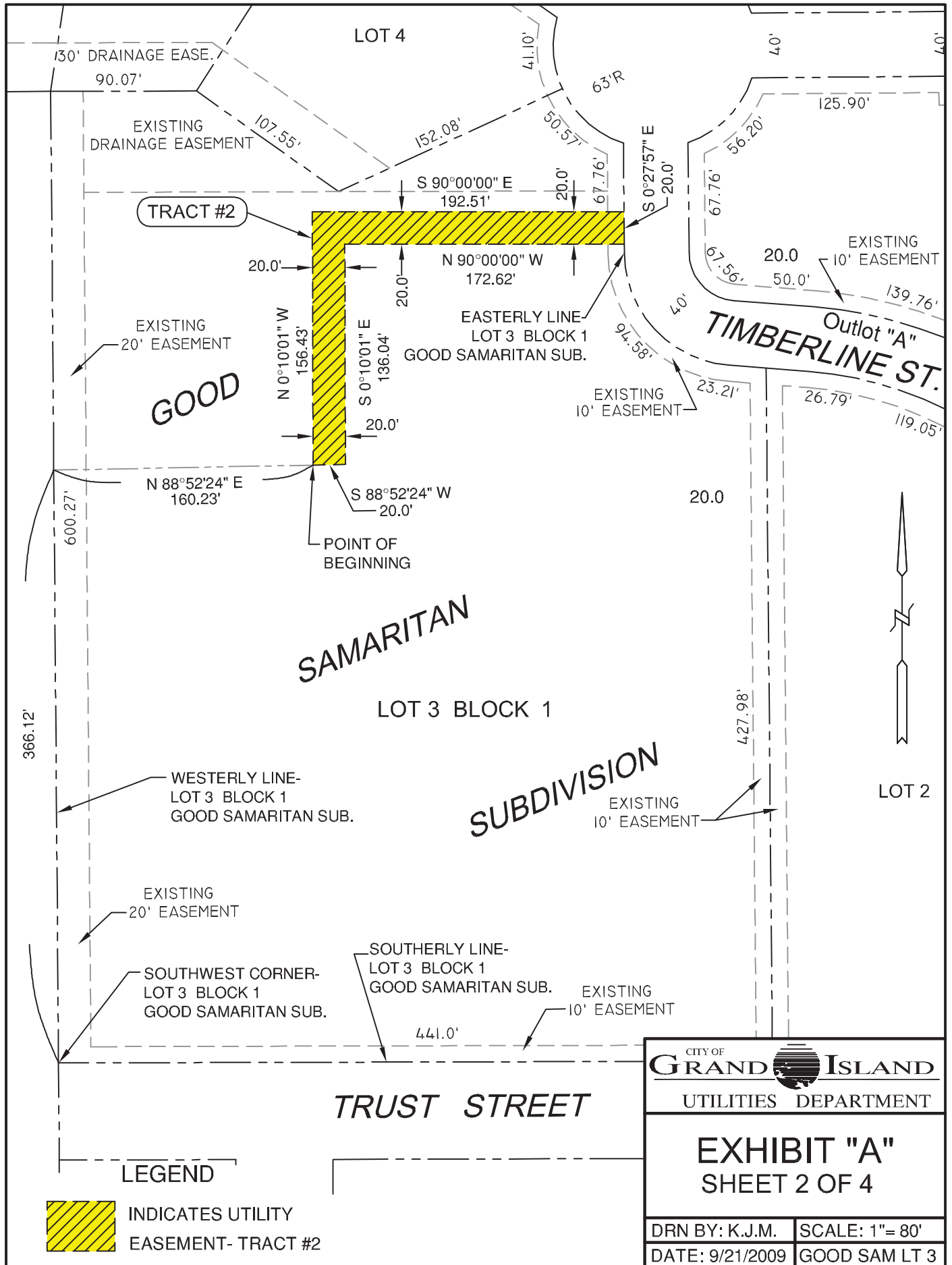
LEGEND

-  INDICATES UTILITY
-  EASEMENT- TRACT #1

CITY OF
GRAND ISLAND
 UTILITIES DEPARTMENT

EXHIBIT "A"
SHEET 1 OF 4

DRN BY: K.J.M.	SCALE: 1"= 80'
DATE: 9/21/2009	GOOD SAM LT 2



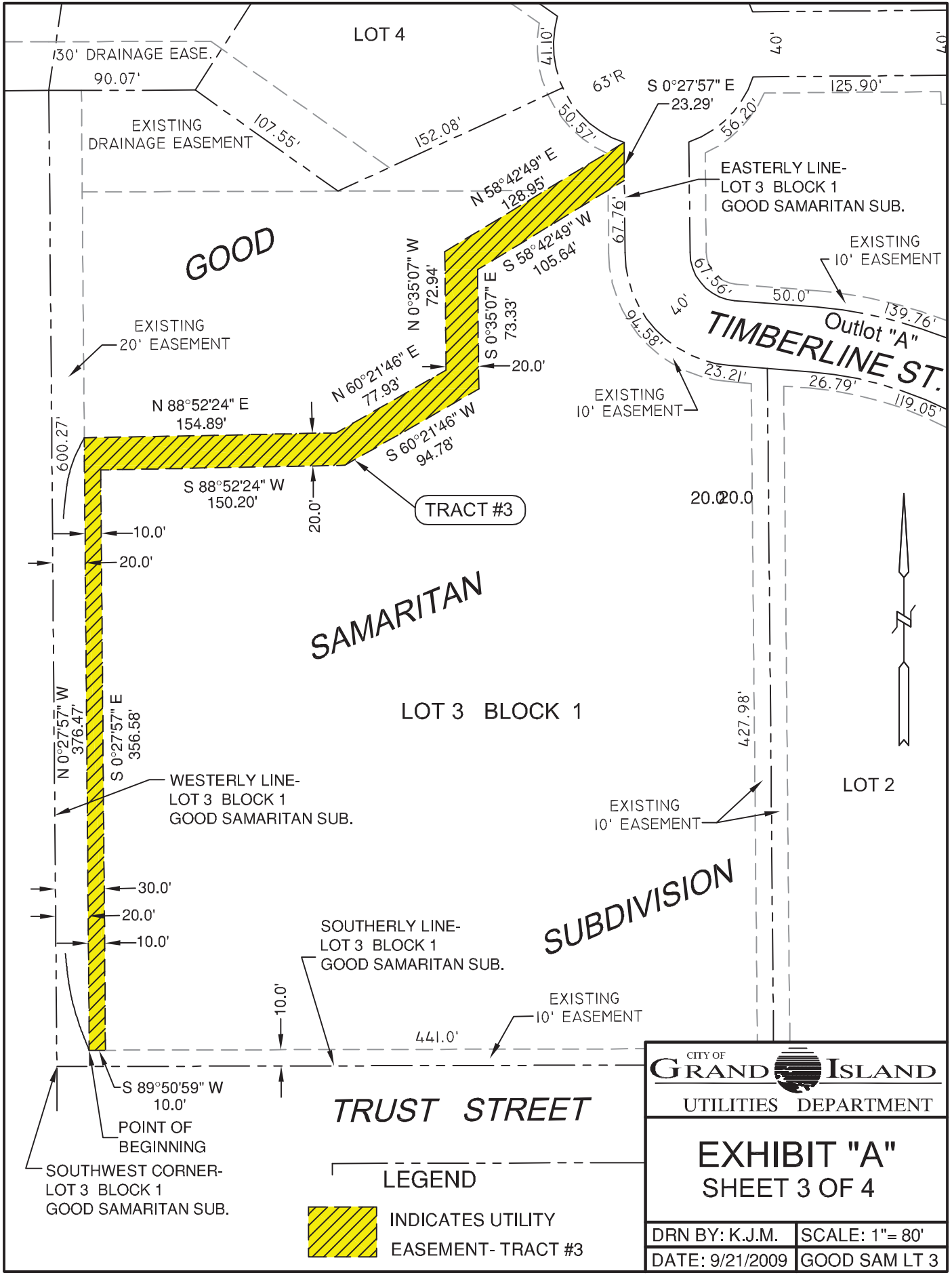
INDICATES UTILITY
EASEMENT- TRACT #2

LEGEND

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"
SHEET 2 OF 4

DRN BY: K.J.M.	SCALE: 1" = 80'
DATE: 9/21/2009	GOOD SAM LT 3



GOOD

SAMARITAN

LOT 3 BLOCK 1


SUBDIVISION

TRUST STREET

TIMBERLINE ST.

TRACT #3

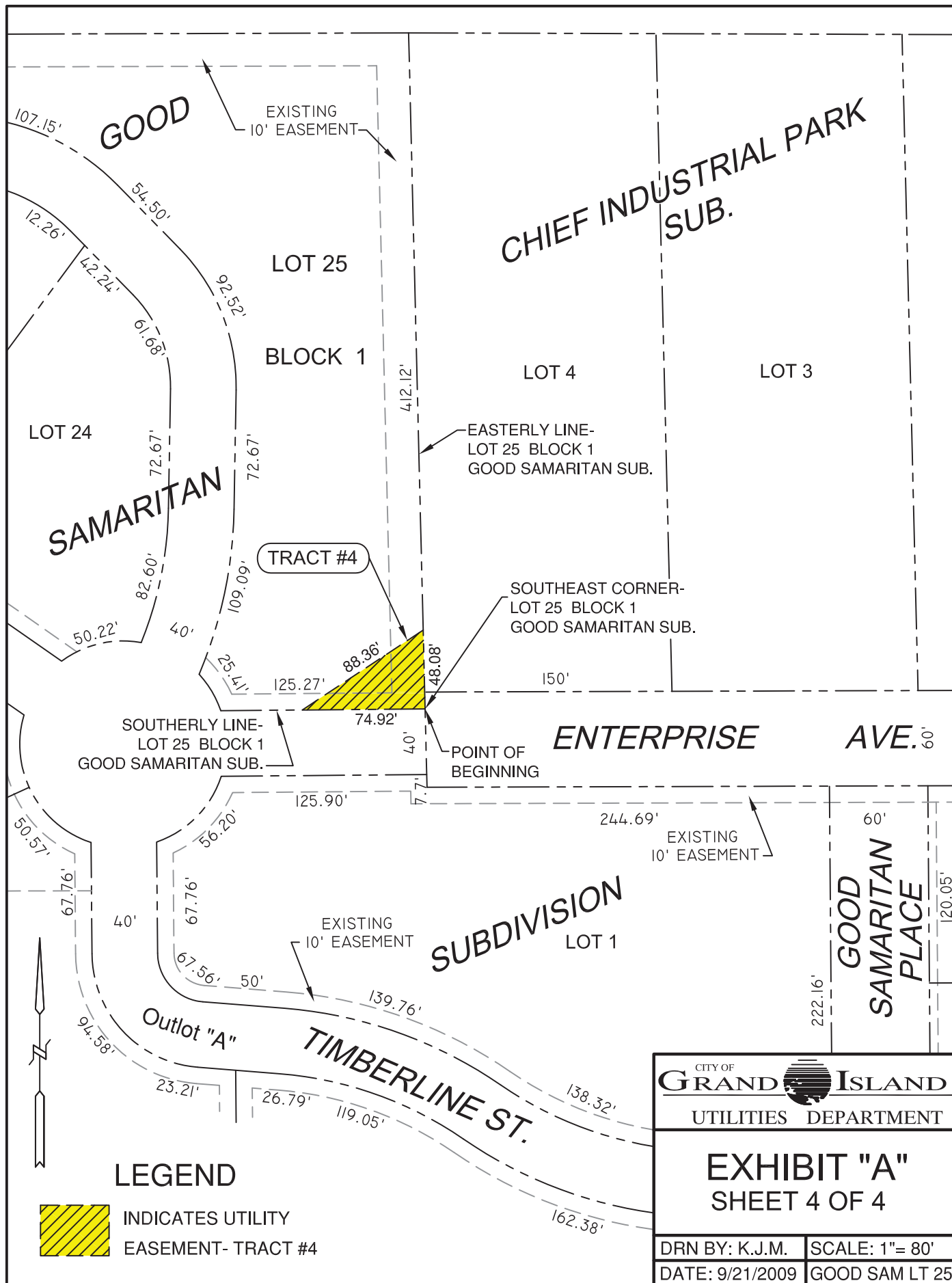
LEGEND

 INDICATES UTILITY EASEMENT- TRACT #3

CITY OF **GRAND ISLAND**
UTILITIES DEPARTMENT

EXHIBIT "A"
SHEET 3 OF 4

DRN BY: K.J.M.	SCALE: 1"= 80'
DATE: 9/21/2009	GOOD SAM LT 3





City of Grand Island

Tuesday, October 13, 2009

Council Session

Item E3

Public Hearing Concerning Acquisition of Utility Easement - West Side of 3515 Old Potash Hwy. (KIA Dealership) - Anderson

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: October 13, 2009
Subject: Acquisition of Utility Easement – West side of 3515 Old Potash Highway – KIA Dealership - Anderson
Item #'s: E-3 & G-15
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 Melodee A. Anderson located on the west side of 3515 Old Potash Highway – KIA Dealership, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

A new cellular phone tower is under construction at the southeast corner of the property that is under lease from Hall County to Hornady Manufacturing. New underground high voltage cable needs to be placed along the property line between the east building of the Hornady property, and the west storage building of the KIA dealership. The distance between the two buildings will only allow a 16' easement, eight (8) feet from each side, instead of the standard 20' wide easement.

At the south end of the KIA property, the easement widens to 20', and is entirely on Hornady property. The transformer to serve the tower will be located within this easement.

Alternatives

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

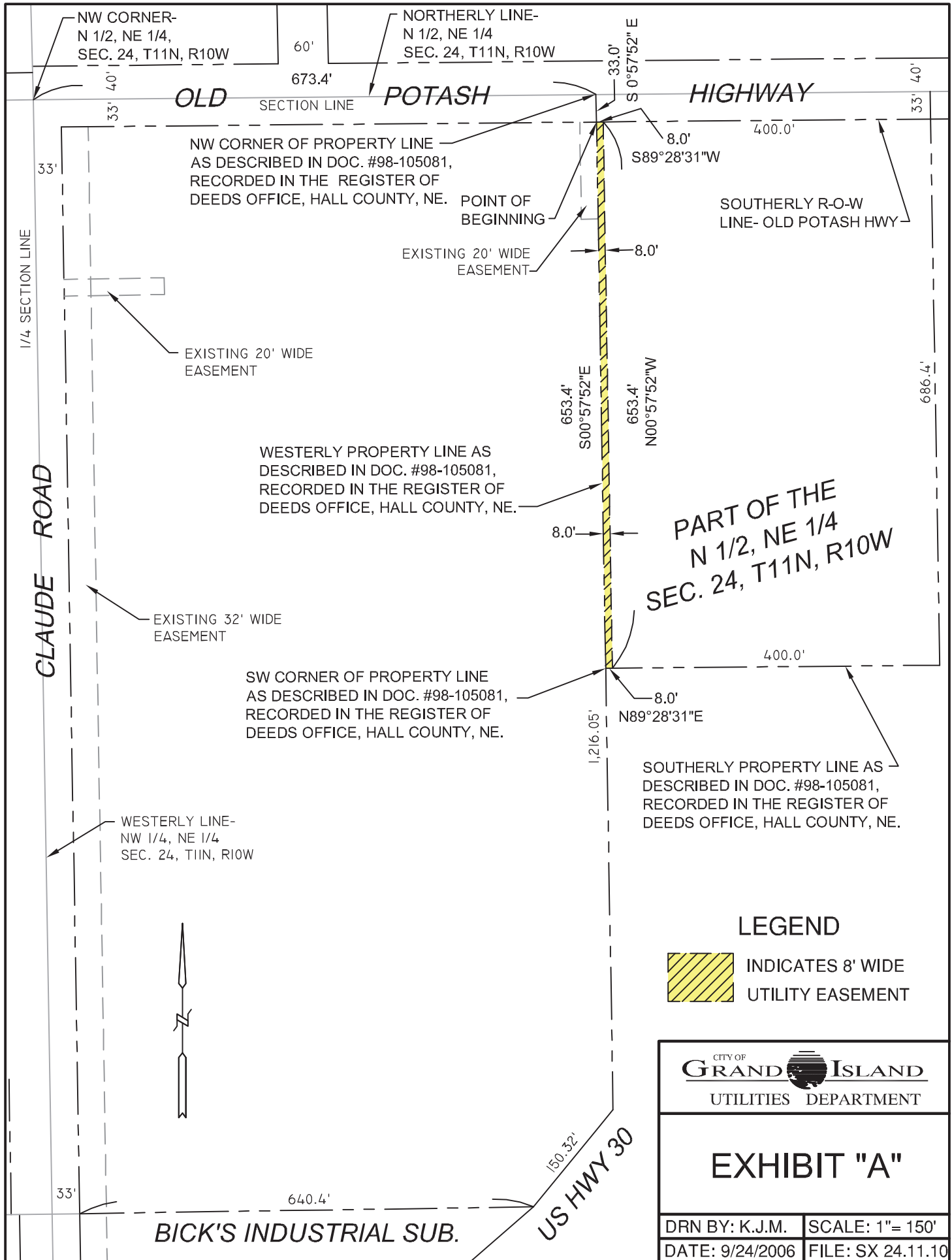
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, October 13, 2009

Council Session

Item E4

Public Hearing Concerning Acquisition of Utility Easement - East Side of 3625 Old Potash Hwy. - County of Hall, Nebraska/ Hornady

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: October 13, 2009

Subject: Acquisition of Utility Easement – County of Hall, Nebraska, East Side of 3625 Old Potash Highway – Hornady Manufacturing

Item #'s: E-4 & G-16

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 The County of Hall, Nebraska, (Hornady Manufacturing property) located on the east side of 3625 Old Potash Highway, in Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

A new cellular phone tower is under construction at the southeast corner of the property that is under lease from Hall County to Hornady Manufacturing. New underground high voltage cable needs to be placed along the property line between the east building of the Hornady property, and the west storage building of the KIA dealership. The distance between the two buildings will only allow a 16' easement, eight (8) feet from each side, instead of the standard 20' wide easement.

At the south end of the KIA property, the easement widens to 20', and is entirely on Hornady property. The transformer to serve the tower will be located within this easement.

Alternatives

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

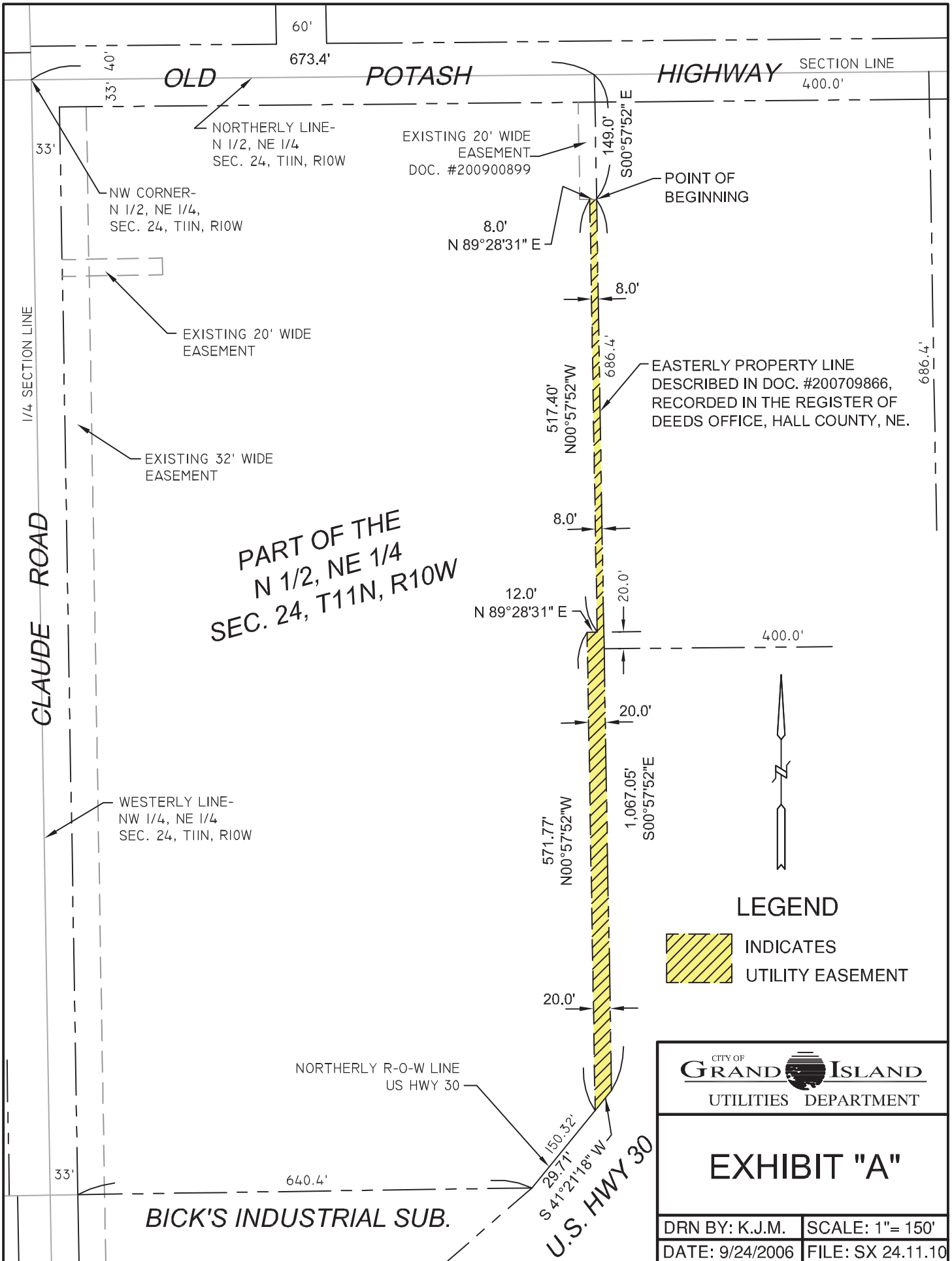
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation


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

Sample Motion

Move to approve acquisition of the Utility Easement.



LEGEND

 INDICATES
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 150'
DATE: 9/24/2006	FILE: SX 24.11.10



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G1

Approving Minutes of September 22, 2009 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
September 22, 2009

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on September 8, 2009. Notice of the meeting was given in *The Grand Island Independent* on September 2, 2009.

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

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

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council members Miranda Baxter and Andres Bamboa along with Board Member Randy See. Mayor Hornady mentioned a fund Raiser scheduled for Thursday, September 24th for Juvenile Diabetes and events taking place at the Nebraska Nature & Visitors Center on Saturday, September 26th.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Gary Mader, Utilities Department Director for 35 Years of Service with the City of Grand Island. The Mayor and City Council recognized Utilities Department Director Gary Mader for 25 years of service with the City of Grand Island. Mr. Mader was present for the recognition and thanked the council and utility employees for their support.

Proclamation "Public Power Week" October 4-10, 2009. Mayor Hornady proclaimed the week of October 4-10, 2009 as "Public Power Week" Gary Mader, Utilities Department Director was present to receive the proclamation.

Proclamation "Community Planning Month" October 2009. Mayor Hornady proclaimed the month of October 2009 as "Community Planning Month". Chad Naby, Regional Planning Director was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on the Semi-Annual Report by the Citizens' Review Committee (CRC). Dehn Renter, CRC Chairman, 1820 N. Sherman Court gave the semi-annual report for the Citizens' Review Committee. Mentioned was the intent of CRC to bring new businesses and jobs to Grand Island for future growth. No public testimony was heard.

Public Hearing for Program Income Reuse Funds Guidelines for Housing. Joni Kuzma, Community Development Administrator reported that the Community Development Division administers Program Income Reuse Funds for activities that rehabilitate or support housing within Community Development Block Grant (CDBG) project area boundaries. The proposed

Reuse Plan had been updated to reflect compliance with the Nebraska Department of Economic Development. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9239 – Consideration of Approving Salary Ordinance

#9240 – Consideration of Amendment to Ordinance No. 9232; Vacation of a Portion of the Public Alley Located in Rollins Second Subdivision

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

Brenda Sutherland, Human Resources Director reported that Ordinance #9239 was the salary ordinance that was discussed at the September 8, 2009 City Council meeting setting the wages for the upcoming fiscal year. Explained was the salary survey results and implementation for non-union employees.

Discussion was held on step movements, budget authority, cities included in the array, and comparability of work duties.

Motion by Meyer, second by Dugan to approve Ordinance #9239.

City Clerk: Ordinance #9239 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember’s Meyer, Niemann, Gilbert, Carney, Dugan, Ramsey, Zapata, and Nickerson voted aye. Councilmember Haase voted no. Motion adopted.

City Clerk: Ordinance #9239 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember’s Meyer, Niemann, Gilbert, Carney, Dugan, Ramsey, Zapata, and Nickerson voted aye. Councilmember Haase voted no. voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9239 is declared to be lawfully adopted upon publication as required by law.

#9240 – Consideration of Amendment to Ordinance No. 9232; Vacation of a Portion of the Public Alley Located in Rollins Second Subdivision

Steve Riehle, Public Works Director reported that on September 8, 2009 City Council approved Ordinance No. 9232 which vacated the public alley between Lot One (1), Block Nine (9) and Lot Ten (10), Block Nine (9) in Rollins Addition had an incorrect legal description for the alley vacation due to the area being resubdivided.

Motion by Dugan, second by Zapata to approve Ordinance #9240.

City Clerk: Ordinance #9240 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 #9240 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 #9240 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-4 was removed for further discussion. Motion by Zapata, second by Ramsey to approve the Consent Agenda excluding item G-4. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 8, 2009 City Council Regular Meeting.

Approving Garbage Permits for Central Waste Disposal, Clark Brothers Sanitation, Heartland Disposal, Mid-Nebraska Disposal and Refuse Permits for Full Circle, O'Neill Transportation and Equipment, and Scott's Hauling.

Approving Request from Bobby L. Washington, 214 North Custer for Liquor Manager Designation for Pizza Hut, 1608 South Locust Street.

#2009-230 – Approving Program Income Reuse Funds Guidelines for Housing.

#2009-231 – Approving Neighborhood Stabilization Community Development Block Grant Program Guidelines.

#2009-232 – Approving Bid Award for Bottom and Fly Ash Structure Painting – Platte Generating Station with F & H Companies of Wichita, Kansas in an Amount of \$117,446.00.

#2009-233 – Approving Bid Award for Natural Gas Supply to Burdick Station with Seminole Energy Services of Holdrege, Nebraska.

#2009-234 – Approving Termination of Contract for Mercury Monitor Emissions with Sick Maihak, Inc. of Bloomington, Minnesota.

#2009-235 – Approving Negotiated Bid Amount for Burdick Controls Computer Upgrade – 2009 with Metso Automation of Lansdale, Pennsylvania in an Amount of \$195,265.00.

#2009-236 – Approving Demolition and Disposal of Concrete for the Anaerobic Digestion Site at the Waste Water Treatment Plant with Hooker Brothers Construction Co. of Grand Island, Nebraska in an Amount of \$31,500.00.

#2009-237 – Approving Amendment to Resolution #2009-217; Change Order Number 3 for Capital Avenue Widening, Street Improvement District #1256 with The Diamond Engineering

Company of Grand Island, Nebraska for an Increase of \$141,330.31 and a Revised Contract Amount of \$3,903,955.74.

#2009-238 – Approving Amendment to the One & Six Year Street Improvement Plan.

#2009-239 – Approving Purchase Agreement for SelfCheck Machine Self Pay Components with SirsiDynix in an Amount of \$26,508.00.

#2009-229 – Approving Semi-Annual Report by the Citizens' Review Committee on the Economic Development Program Plan.

Motion by Haase, second by Carney to approve Resolution #2009-229 with the addition of the EDC Report and Financial Document. Upon roll call vote, all voted aye. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Jeanie Bartz to Amend the Park Plan for Kingswood Estates Mobile Park Located at 2323 Bellwood Drive. Craig Lewis, Building Department Director reported that this request would modify the park plan for Kingswood Estates Mobile Home Park to allow for the conversion of ten existing manufactured home sites into recreational vehicle sites.

Discussion was held regarding restrictions and setbacks, connections to water, sewer and utility. Mr. Lewis explained these lots had water, sewer, and utility as they were for manufactured homes and all regulations regarding the City Code would apply.

Motion by Meyer, second by Niemann to approve the request from Jeanie Bartz to amend the Park Plan for Kingswood Estates Mobile Home Park located at 2323 Bellwood Drive. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2009-240 – Consideration of Approving Funding of Economic Development Request. Mary Lou Brown, Finance Director reported this was the annual funding request from the Economic Development Corporation in the amount of \$350,000.00 which was budgeted.

Marlan Ferguson, EDC President updated the Mayor and Council on the commitment of EDC to promote job growth in Grand Island. The 2009-2010 budget was discussed.

Motion by Haase, second by Carney to approve Resolution #2009-240 with the addition of the Financial Report. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Ramsey to approve the Claims for the period of September 9, 2009 through September 22, 2009, for a total amount of \$4,442,551.74. Unanimously approved.

Motion by Dugan, second by Ramsey to approve the Claims for the Period of September 9, 2009 through September 22, 2009 for the Veterans Athletic Field Complex for a total amount of \$2,100.00. Unanimously approved.

Motion by Dugan, second by Ramsey to approve the Claims for the Period of August 12, 2009 through September 22, 2009 for the State Fair Recreation Building for a total amount of \$4,000.00. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Meyer, second by Nickerson to adjourn to Executive Session at 7:55 p.m. for the purpose of an update concerning IBEW Union Negotiations. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Ramsey to return to Regular Session at 8:35 p.m. Upon roll call vote, all voted aye. Motion adopted.

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

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G2

Approving Appointments of Mindy Gilbertson and Melissa DeLaet to the Community Development Advisory Board

The Mayor has submitted the appointments of Melissa DeLaet and Mindy Gilbertson to the Community Development Advisory board to replace Jacalyn Ayoub and Roy Anderson. These appointments would become effective immediately upon approval by the City Council and would expire on June 30, 2012. Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G3

#2009-241 - Approving City Council Meeting Schedule for 2010

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: October 13, 2009
Subject: City Council Meeting Schedule for 2010
Item #'s: G-3
Presenter(s): RaNae Edwards, City Clerk

Background

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

Discussion

The City Clerk has prepared the proposed 2010 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 12, 2010. See attached proposed meeting dates.

Alternatives

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

1. Move to approve the 2007 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2007 meeting schedule to meet the wishes of the Council
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the proposed 2010 City Council meeting schedule.

Sample Motion

Move to approve the 2010 City Council meeting schedule as proposed.

PROPOSED

2010

CITY COUNCIL MEETING DATES

January 12, 2010

January 26, 2010

February 9, 2010

February 23, 2010

March 9, 2010

March 23, 2010

April 13, 2010

April 27, 2010

May 11, 2010

May 25, 2010

June 8, 2010

June 22, 2010

July 13, 2010

July 27, 2010

August 10, 2010

August 24, 2010

September 14, 2010

September 28, 2010

October 12, 2010

October 26, 2010

November 9, 2010

November 23, 2010

December 7, 2010

December 21, 2010

RESOLUTION 2009-241

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

2010 City Council Meetings:

January 12, 2010
January 26, 2010
February 9, 2010
February 23, 2010
March 9, 2010
March 23, 2010
April 13, 2010
April 27, 2010
May 11, 2010
May 25, 2010
June 8, 2010
June 22, 2010
July 13, 2010
July 27, 2010
August 10, 2010
August 24, 2010
September 14, 2010
September 28, 2010
October 12, 2010
October 26, 2010
November 9, 2010
November 23, 2010
December 7, 2010
December 21, 2010

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form _____
October 8, 2009 City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G4

**#2009-242 - Approving Agreement for Funding with the Central
Nebraska Ethnic Festival**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director
Meeting: October 13, 2009
Subject: Approving Funding Contracts for Outside Agencies
Item #'s: G-4 thru G-12
Presenter(s): Mary Lou Brown, Finance Director

Background

As part of the City's budget process, Outside Agencies were asked to and submitted their budget requests. These were reviewed with Council and Resolution #2009-147 approved the funding for the Outside Agencies.

Discussion

Resolutions #2009-242 through #2009-250 are agreements with these agencies to provide their services. No agreement is needed with the Central District Health Department, as there is a current inter-local agreement in place with them which details their services.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the Funding Agreements for the Outside Agencies.

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

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, A Municipal Corporation and **THE CENTRAL NEBRASKA ETHNIC FESTIVAL**, hereinafter referred to collectively as "The Parties" and individually as a "Party".

WITNESSETH:

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

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

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

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

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

4. **Ethnic Festival.** The Central Nebraska Ethnic Festival agrees to organize, promote and operate an Ethnic Festival during the year 2010 to promote diverse ethnic cultures in the Grand Island community that is similar to the 2009 Ethnic Festival.

5. **Term.** The term of this agreement shall be for the period from October 1, 2009, through September 30, 2010, and either party may terminate this agreement upon thirty (30) days notice to the other party.

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

Dated: _____

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

Approved as to Form:

Dale M. Shotkoski, City Attorney

CENTRAL NEBRASKA ETHNIC FESTIVAL,

Dated: _____

By: _____
Manager
Central Nebraska Ethnic Festival

RESOLUTION 2009-242

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

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

WHEREAS, the value of providing such office space, supplies and equipment is approximately \$300; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a contract be entered into between the City and the Central Nebraska Ethnic Festival to provide office space and supplies and the use of office equipment to the Central Nebraska Ethnic Festival through September 30, 2010 to plan, coordinate and conduct the annual Central Nebraska Ethnic Festival.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G5

#2009-243 - Approving Agreement for Funding with the Crisis Center, Inc.

This item relates to Consent Agenda Item G-4.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **CRISIS CENTER, INC.**, a non-profit agency.

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

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

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

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

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

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

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

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

(D) Assist in filing protection orders.

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

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

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

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

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

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

2. COMPENSATION. In consideration of the Crisis Center performing the services provided for in this agreement, the City agrees to pay the Crisis Center Nine Thousand Six Hundred and No/100 Dollars (\$9,600.00). Such amount shall be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2010.

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

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

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

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

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

By: _____
Chairperson of the Board of Directors

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, Chairperson of the Board of Directors of the Crisis Center, Inc., a Non-Profit Agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

R E S O L U T I O N 2009-243

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

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

WHEREAS, the City shall provide funding to The Crisis Center in the amount of \$9,600 during fiscal year 2009-2010 for performing agreed upon services as outlined in the agreement; and

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 8, 2009	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G6

#2009-244 - Approving Agreement for Funding with the Grand Island Area Council for International Visitors

This item relates to Consent Agenda Item G-4.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **GRAND ISLAND AREA COUNCIL FOR INTERNATIONAL VISITORS**, a non-profit agency, hereinafter referred to as "CIV".

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

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

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

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

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

2. **Compensation.** In consideration of CIV performing the services provided for in this agreement, the City agrees to pay CIV Eight Hundred and No/100 Dollars (\$800.00). Such amount to be paid upon the execution of this agreement by all parties, and approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2010.

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

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

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

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

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

By: _____
President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, President of the Grand Island Area Council for International Visitors, a Nebraska non-profit agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

RESOLUTION 2009-244

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

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

WHEREAS, it is recommended that the City provide funding to the Grand Island Area Council for International Visitors in the amount of \$800 during fiscal year 2009-2010 for performing agreed upon services as outlined in the agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and the Grand Island Area Council for International Visitors to provide funding in the amount of \$800 in support of cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars in promoting the various aspects of the Grand Island community.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G7

**#2009-245 - Approving Agreement for Funding with the
Convention & Visitors Bureau**

This item relates to Consent Agenda Item G-4.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **GRAND ISLAND HALL COUNTY CONVENTION & VISITORS BUREAU**, a non-profit agency, hereinafter referred to as "CVB".

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

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

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

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

1. **Responsibilities.** CVB shall market and promote the City of Grand Island for the purpose of attracting convention business and tourists to the Grand Island community.
2. **Compensation.** In consideration of CVB performing the services provided for in this agreement, the City agrees to pay CVB Eight Thousand Dollars (\$8,000.00). Such amount to be paid upon the execution of this agreement by all parties, and approval of this agreement by the Grand Island City Council.
3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2010.
4. **Limitation.** CVB hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.
5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and CVB notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

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

By: _____
Renee A. Seifert, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Renee A. Seifert, Executive Director of the Grand Island Hall County Convention and Visitors Bureau, a Nebraska non-profit agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

RESOLUTION 2009-245

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

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

WHEREAS, it is recommended that the City provide funding to the Grand Island Hall County Convention and Visitors Bureau in the amount of \$8,000 during the fiscal year 2009-2010 for performing agreed upon services as outlined in the agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and the Grand Island Hall County Convention and Visitors Bureau to provide funding in the amount of \$8,000 in support of tourism and convention activities in the Grand Island area.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G8

**#2009-246 - Approving Agreement for Funding with Izaak Walton
Kids Fishing Derby**

This item relates to Consent Agenda Item G-4.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the "**IZAACK WALTON KIDS FISHING DERBY**", hereinafter referred to as the Fishing Derby.

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

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Fishing Derby agrees to perform the services as set forth in Resolution 2009-147.

COMPENSATION. In consideration of the Fishing Derby performing the services provided for in this agreement, the City agrees to pay the Fishing Derby One Thousand Six Hundred and No/100 Dollars (\$1,600.00). Payment shall be made upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2010.

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

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

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

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

“IZAACK WALTON KIDS
FISHING DERBY”

By: _____
John Meister, Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Meister, Director of “Izaak Walton Kids Fishing Derby”, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

RESOLUTION 2009-246

WHEREAS, in June, 2009, the twelfth annual "Izaak Walton Kids Fishing Derby" was held at the Nebraska Veterans Home Lake in Grand Island; and

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

WHEREAS, the City agrees to pay the Fishing Derby \$1,600 for performing agreed upon services during the 2009-2010 fiscal year as outlined in the agreement; and

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G9

#2009-247 - Approving Agreement for Funding with Hope Harbor

This item relates to Consent Agenda Item G-4.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **HOPE HARBOR**, a Nebraska non-profit corporation.

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

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

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

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

1. **Responsibilities.** Hope Harbor agrees to provide and maintain a transitional shelter for the needy, homeless and near homeless families of the Grand Island community, and shall continue to provide emergency services and referrals to the needy and other service providers.
2. **Compensation.** In consideration of Hope Harbor performing the services provided for in this agreement, the City agrees to pay Hope Harbor Three Thousand Six Hundred Dollars (\$3,600.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.
3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2010.
4. **Limitation.** Hope Harbor hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2009-2010 fiscal year.
5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and Hope Harbor notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

HOPE HARBOR,
A Nebraska non-profit corporation,

By: _____
Melissa DeLaet, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Melissa DeLaet, Executive Director of Hope Harbor, a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

RESOLUTION 2009-247

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

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

WHEREAS, the City shall provide funding to Hope Harbor in the amount of \$3,600 during fiscal year 2009-2010 for performing agreed upon services as outlined in the agreement; and

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G10

#2009-248 - Approving Agreement for Funding with the Grand Island Multicultural Coalition

This item relates to Consent Agenda Item G-4.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **THE MULTICULTURAL COALITION**, a Nebraska non-profit corporation.

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

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

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

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

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

2. **Compensation.** In consideration of The Multicultural Coalition performing the services provided for in this agreement, the City agrees to pay The Multicultural Coalition Eight Thousand Dollars (\$8,000.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2010.

4. **Limitation.** The Multicultural Coalition hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2009-2010 fiscal year.

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

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

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

THE MULTICULTURAL COALITION,
a Nebraska non-profit corporation,

By: _____
Anita Pinon, Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Anita Pinon, Director of The Multicultural Coalition, a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

RESOLUTION 2009-248

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

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

WHEREAS, the City shall provide funding to The Multicultural Coalition in the amount of \$8,000 during fiscal year 2009-2010 for performing agreed upon services as outlined in the agreement; and

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G11

#2009-249 - Approving Agreement for Funding with Senior Citizens Industries, Inc.

This item relates to Consent Agenda Item G-4.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **SENIOR CITIZENS INDUSTRIES, INC.**, a Nebraska non-profit corporation, hereinafter referred to as "SCI".

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

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

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

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

1. **Responsibilities.** SCI agrees to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.
2. **Compensation.** In consideration of SCI performing the services provided for in this agreement, the City agrees to pay SCI Twelve Thousand Dollars (\$12,000.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.
3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2010.
4. **Limitation.** SCI hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2009-2010 fiscal year.
5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and SCI notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

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

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

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

By: _____
Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, Executive Director of the Senior Citizens Industries, Inc., a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

RESOLUTION 2009-249

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

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

WHEREAS, the City shall provide funding to Senior Citizens Industries in the amount of \$12,000 during fiscal year 2009-2010 for performing agreed upon services as outlined in the agreement; and

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G12

#2009-250 - Approving Agreement for Funding with Clean Community System

This item relates to Consent Agenda Item G-4.

Staff Contact: Mary Lou Brown

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA - CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

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

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

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

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

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

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

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

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

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

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

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

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

(G) Endorse and encourage recycling through educational presentations.

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

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

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

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

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2010.

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

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

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

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

GRAND ISLAND AREA - CLEAN
COMMUNITY SYSTEM

By: _____
Betty Curtis, Executive Coordinator

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Betty Curtis, Executive Coordinator for the Grand Island Area - Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

RESOLUTION 2009-250

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

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

WHEREAS, the City agrees to pay Grand Island Area – Clean Community System \$20,000 for performing agreed upon services during the 2009-2010 fiscal year as outlined in the agreement; and

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G13

#2009-251 - Approving Acquisition of Utility Easement - 3815 Arch Avenue - Preferred Pump & Equipment LP

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

Staff Contact: Gary R. Mader

RESOLUTION 2009-251

WHEREAS, a public utility easement is required by the City of Grand Island, from Preferred Pump & Equipment, LP, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 13, 2009, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the northwest corner of Lot Five (5) Deadwood Subdivision in the City of Grand Island, Hall County, Nebraska; thence southeasterly along the westerly line of said Lot Five (5), a distance of eight (8.0) feet; thence northeasterly, parallel with the northerly line of said Lot Five (5), a distance of two hundred thirty one (231.0) feet to the ACTUAL Point of Beginning; thence continuing northeasterly along the last described course, a distance of twenty (20.0) feet; thence southeasterly, parallel with the westerly line of said Lot Five (5), a distance of twenty (20.0) feet; thence southwesterly, parallel with the northerly line of said Lot Five (5), a distance of twenty (20.0) feet; thence northwesterly, parallel with the westerly line of said Lot Five (5), a distance of twenty (20.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 400 square feet, more or less, as shown on the plat dated 9/16/2009, 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 Preferred Pump & Equipment, LP, on the above-described tract of land.

- - -

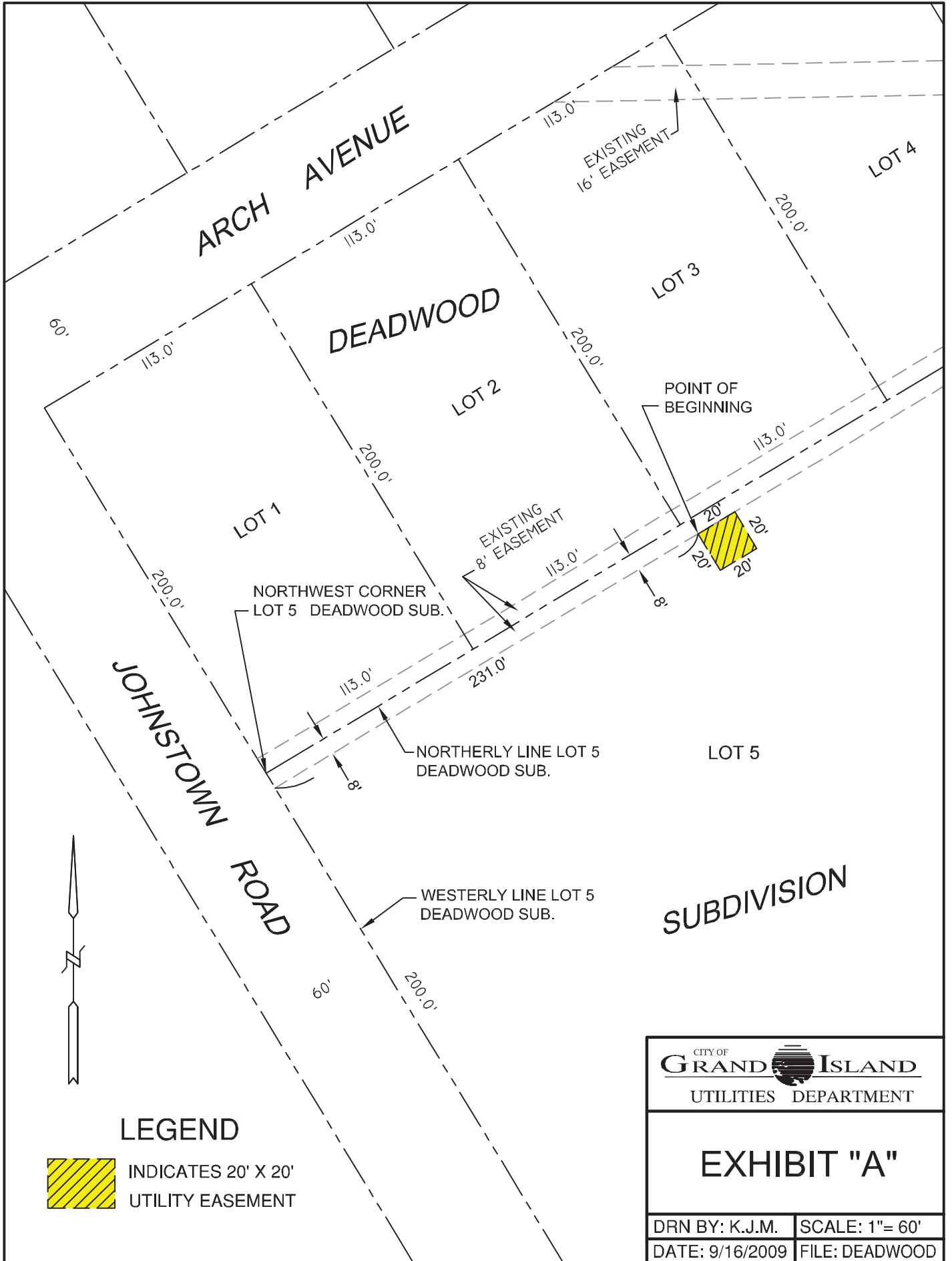
Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor


Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



LEGEND

 INDICATES 20' X 20' UTILITY EASEMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1" = 60'
DATE: 9/16/2009	FILE: DEADWOOD



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G14

**#2009-252 - Approving Acquisition of Utility Easement -
Timberline & Good Samaritan Place - Evangelical Lutheran Good
Samaritan Society**

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

Staff Contact: Gary R. Mader

RESOLUTION 2009-252

WHEREAS, a public utility easement is required by the City of Grand Island, from Evangelical Lutheran Good Samaritan Society, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 13, 2009, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

TRACT # 1

Commencing at the southeast corner of Lot Two (2) Block One (1), Good Samaritan Subdivision in the City of Grand Island, Hall County, Nebraska; thence westerly along the southerly line of said Lot Two (2) Block One (1), a distance of thirty four and forty three hundredths (34.43) feet to the ACTUAL Point of Beginning; thence continuing along the southerly line of said Lot Two (2) Block One (1), a distance of twenty and thirty one hundredths (20.31) feet; thence N10°03'02"W, a distance of two hundred three and fifty one hundredths (203.51) feet; thence N79°56'58"E, a distance of twenty (20.0) feet; thence S10°03'02"E, a distance of two hundred seven (207.0) feet to a point on the southerly line of said Lot Two (2) Block One (1) being the said Point of Beginning.

The above-described easement and right-of-way containing 0.094 acres, more or less, as shown on the plat dated 9/21/2009, marked Exhibit "A", Sheet 1 of 4, attached hereto and incorporated herein by reference,

TRACT # 2

Commencing at the southwest corner of Lot Three (3) Block One (1), Good Samaritan Subdivision in the City of Grand Island, Hall County, Nebraska; thence northerly along the westerly line of said Lot Three (3) Block One (1), a distance of three hundred sixty six and twelve hundredths (366.12) feet; thence N88°52'24"E, a distance of one hundred sixty and twenty three hundredths (160.23) feet to the ACTUAL Point of Beginning; thence N00°10'01"W, a distance of one hundred fifty six and forty three hundredths (156.43) feet; thence S90°00'00"E, a distance of one hundred ninety two and fifty one hundredths (192.51) feet to a point on an easterly line of said Lot Three (3) Block One (1); thence S00°27'57"E along an easterly line of said Lot Three (3) Block One (1), a distance of twenty (20.0) feet; thence N90°00'00"W, a distance of one hundred seventy two and sixty two hundredths (172.62) feet; thence S00°10'01"E, a distance of one hundred thirty six and four hundredths (136.04) feet; thence S88°52'24"W, a distance of twenty (20.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing 0.151 acres, more or less,

Approved as to Form _____
October 8, 2009 City Attorney

as shown on the plat dated 9/21/2009, marked Exhibit "A", Sheet 2 of 4, attached hereto and incorporated herein by reference,

TRACT # 3

Beginning at a point being twenty (20.0) feet easterly and ten (10.0) feet northerly of the Southwest corner of Lot Three (3) Block One (1), Good Samaritan Subdivision in the City of Grand Island, Hall County, Nebraska; thence N00°27'57"W along the easterly line of an existing twenty (20.0) foot wide platted easement, a distance of three hundred seventy six and forty seven hundredths (376.47) feet; thence N88°52'24"E, a distance of one hundred fifty four and eighty nine hundredths (154.89) feet; thence N60°21'46"E, a distance of seventy seven and ninety three hundredths (77.93) feet; thence N00°35'07"W, a distance of seventy two and ninety four hundredths (72.94) feet; thence N58°42'49"E, a distance of one hundred twenty eight and ninety five hundredths (128.95) feet to a point on an easterly line of said Lot Three (3) Block One (1); thence S00°27'57"E along an easterly line of said Lot Three (3) Block One (1), a distance of twenty three and twenty nine hundredths (23.29) feet; thence S58°42'49"W, a distance of one hundred five and sixty four hundredths (105.64) feet; thence S00°35'07"E, a distance of seventy three and thirty three hundredths (73.33) feet; thence S60°21'46"W, a distance of ninety four and seventy eight hundredths (94.78) feet; thence S88°52'24"W, a distance of one hundred fifty and twenty hundredths (150.20) feet; thence S00°27'57"E, a distance of three hundred fifty six and fifty eight (356.58) feet; thence S89°50'59"W along the northerly line of an existing ten (10.0) foot wide platted easement, a distance of ten (10.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing 0.281 acres, more or less, as shown on the plat dated 9/21/2009, marked Exhibit "A", Sheet 3 of 4, attached hereto and incorporated herein by reference,

TRACT # 4

Beginning at the southeast corner of Lot Twenty Five (25) Block One (1), Good Samaritan Subdivision in the City of Grand Island, Hall County, Nebraska; thence westerly along the southerly line of said Lot Twenty Five (25) Block One (1), a distance of seventy four and ninety two hundredths (74.92) feet; thence northeasterly, a distance of eighty eight and thirty six hundredths (88.36) feet to a point on the easterly line of said Lot Twenty Five (25) Block One (1); thence southerly along the easterly line of said Lot Twenty Five (25) Block One (1), a distance of forty eight and eight hundredths (48.08) feet to the southeast corner of said Lot Twenty Five (25) Block One (1) being the said Point of Beginning.

The above-described easement and right-of-way containing 0.041 acres, more or less, as shown on the plat dated 9/21/2009, marked Exhibit "A", Sheet 4 of 4, 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 Evangelical Lutheran Good Samaritan Society, on the above-described tracts of land.

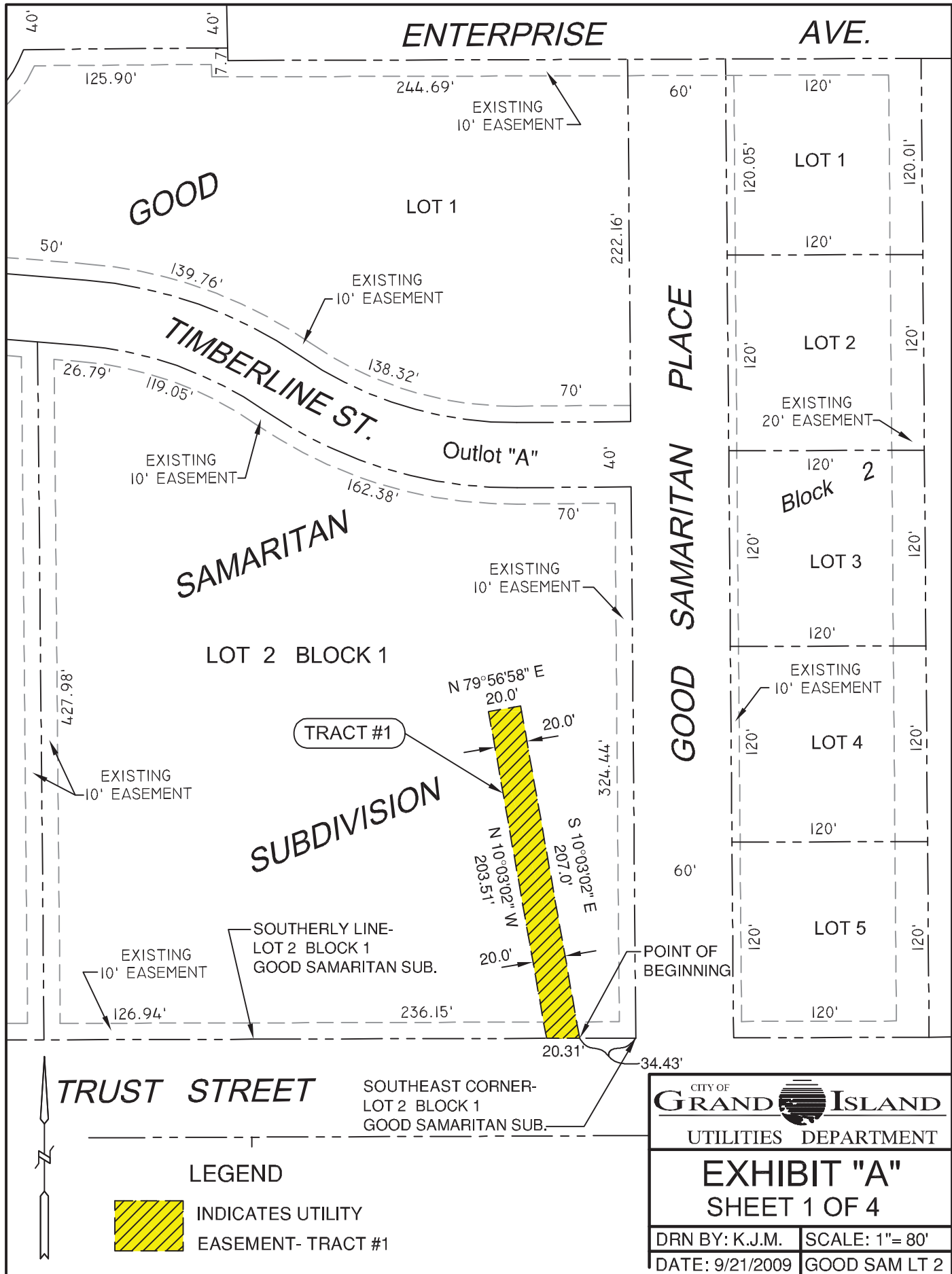
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor



Attest:

RaNae Edwards, City Clerk



TRUST STREET

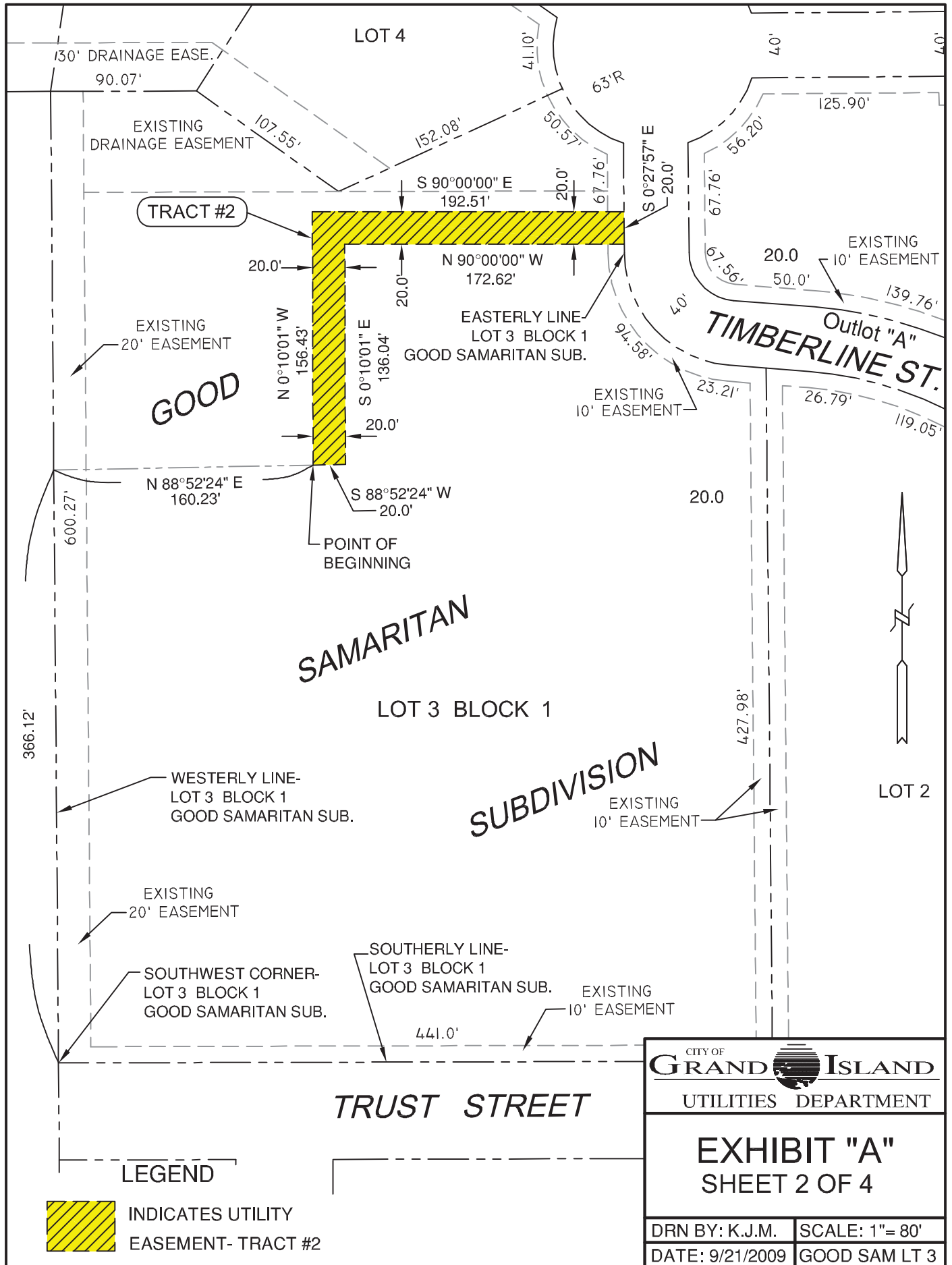
LEGEND

-  INDICATES UTILITY
-  EASEMENT- TRACT #1

CITY OF
GRAND ISLAND
 UTILITIES DEPARTMENT

EXHIBIT "A"
SHEET 1 OF 4

DRN BY: K.J.M.	SCALE: 1" = 80'
DATE: 9/21/2009	GOOD SAM LT 2



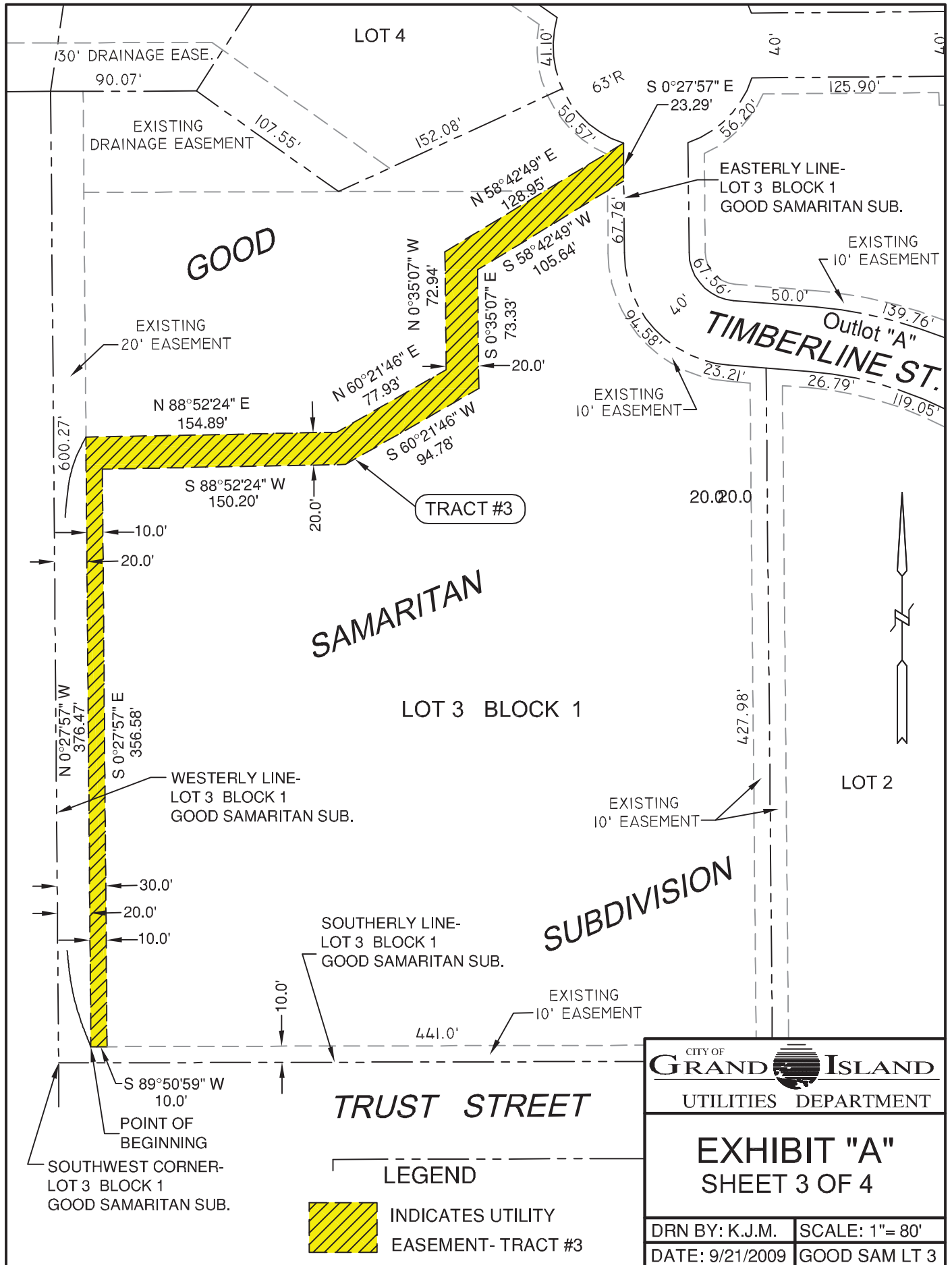
INDICATES UTILITY
EASEMENT- TRACT #2

LEGEND

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"
SHEET 2 OF 4

DRN BY: K.J.M.	SCALE: 1" = 80'
DATE: 9/21/2009	GOOD SAM LT 3



GOOD

SAMARITAN

LOT 3 BLOCK 1


SUBDIVISION

TRUST STREET

TIMBERLINE ST.

TRACT #3

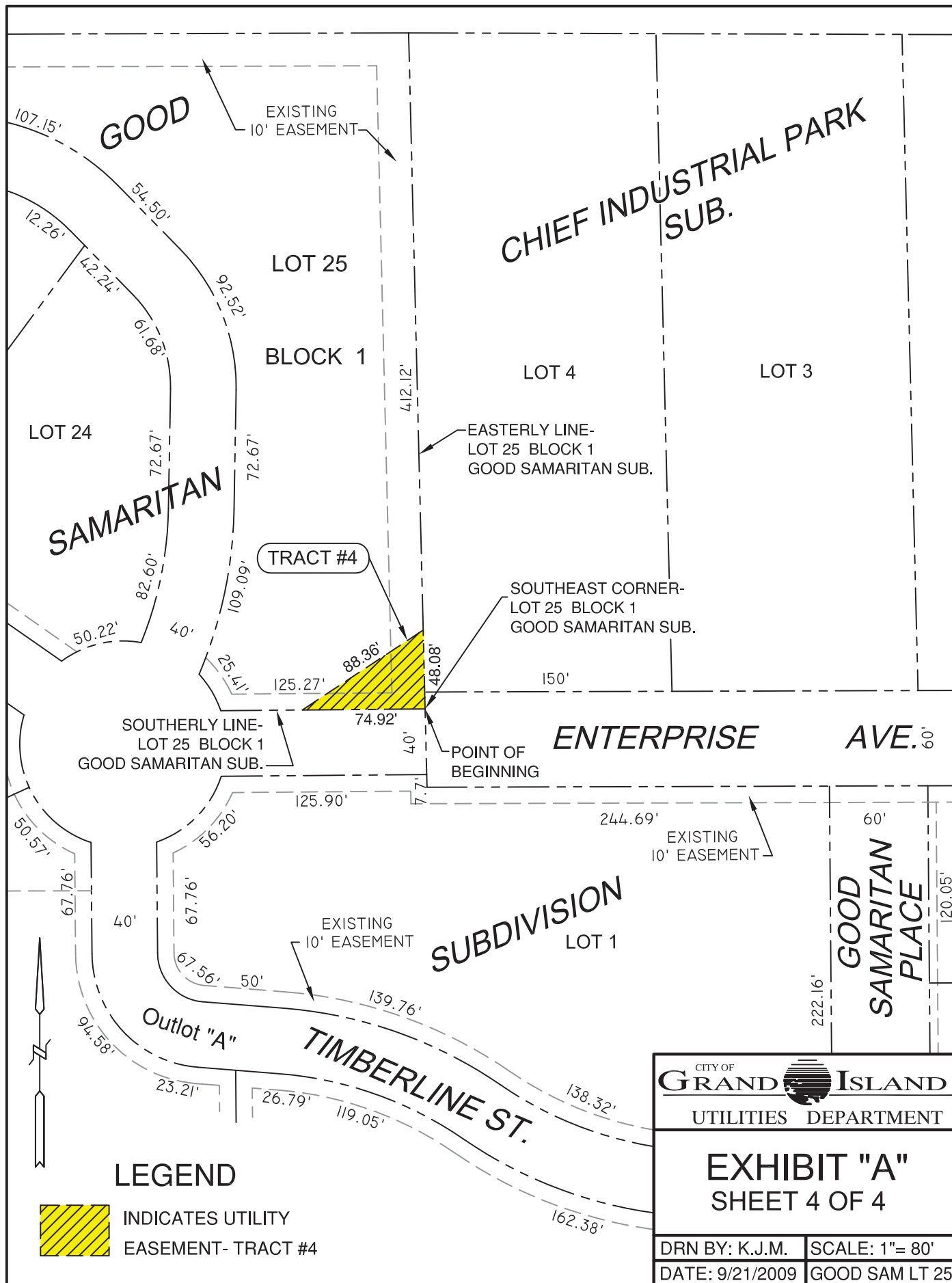
LEGEND

 INDICATES UTILITY EASEMENT- TRACT #3

CITY OF **GRAND ISLAND**
 UTILITIES DEPARTMENT

EXHIBIT "A"
SHEET 3 OF 4

DRN BY: K.J.M.	SCALE: 1" = 80'
DATE: 9/21/2009	GOOD SAM LT 3





City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G15

#2009-253 - Approving Acquisition of Utility Easement - West Side of 3515 Old Potash Hwy. (KIA Dealership) - Anderson

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

Staff Contact: Gary R. Mader

RESOLUTION 2009-253

WHEREAS, a public utility easement is required by the City of Grand Island, from Melodee A. Anderson, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 13, 2009, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the northwest corner of the North Half of the Northeast Quarter (N1/2, NE1/4) Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West of the 6th PM, Grand Island, Hall County, Nebraska; thence easterly along the northerly line of said North Half of the Northeast Quarter (N1/2, NE1/4), a distance of six hundred seventy three and four tenths (673.4) feet to the northwest corner of a tract of land described in Document 98-105081 recorded in the Hall County Register of Deeds Office, Hall County, Nebraska; thence S00°57'52"E along the westerly line of said tract of land described in Document 98-105081, a distance of thirty three (33.0) feet to a point on the southerly right-of-way line of Old Potash Highway being the ACTUAL Point of Beginning; thence continuing S00°57'52"E along the westerly line of said tract of land described in Document 98-105081, a distance of six hundred fifty three and four tenths (653.4) feet to the southwest corner of said tract of land described in Document 98-105081; thence N89°28'31"E along the southerly line of said tract of land described in Document 98-105081, a distance of eight (8.0) feet; thence N00°57'52"W, a distance of six hundred fifty three and four tenths (653.4) feet to a point on the southerly right-of-way line of said Old Potash Highway; thence S89°28'31"W along the southerly right-of-way line of said Old Potash Highway, a distance of eight (8.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing 0.120 acres, more or less, as shown on the plat dated 9/24/2009, 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 Melodee A. Anderson on the above-described tract of land.

- - -

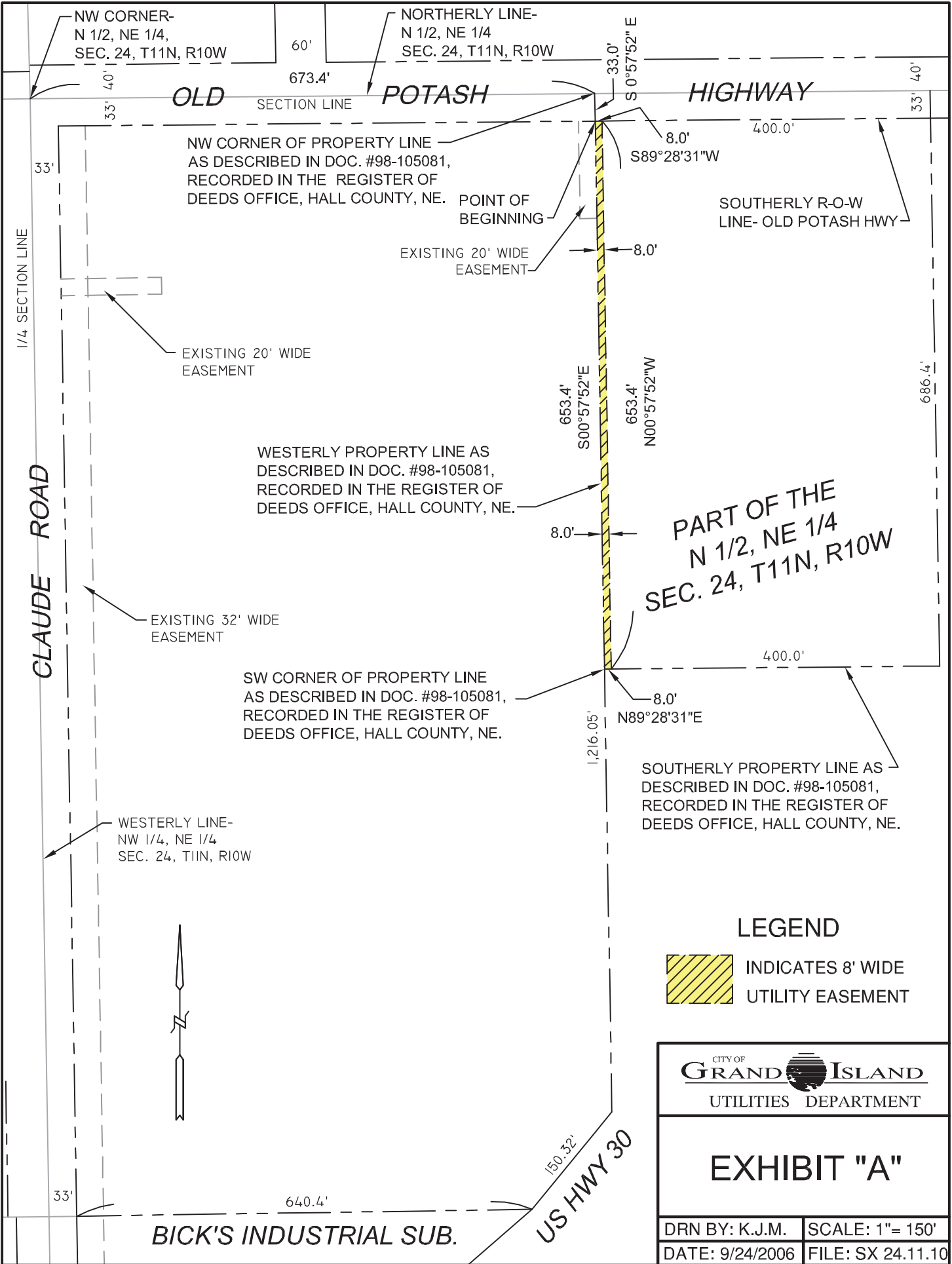
Approved as to Form	☐ _____
October 8, 2009	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



NW CORNER OF PROPERTY LINE AS DESCRIBED IN DOC. #98-105081, RECORDED IN THE REGISTER OF DEEDS OFFICE, HALL COUNTY, NE.


WESTERLY PROPERTY LINE AS DESCRIBED IN DOC. #98-105081, RECORDED IN THE REGISTER OF DEEDS OFFICE, HALL COUNTY, NE.

SW CORNER OF PROPERTY LINE AS DESCRIBED IN DOC. #98-105081, RECORDED IN THE REGISTER OF DEEDS OFFICE, HALL COUNTY, NE.

PART OF THE N 1/2, NE 1/4 SEC. 24, T11N, R10W

SOUTHERLY PROPERTY LINE AS DESCRIBED IN DOC. #98-105081, RECORDED IN THE REGISTER OF DEEDS OFFICE, HALL COUNTY, NE.

LEGEND

 INDICATES 8' WIDE UTILITY EASEMENT

CITY OF **GRAND ISLAND**
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 150'
DATE: 9/24/2006	FILE: SX 24.11.10

BICK'S INDUSTRIAL SUB.

US HWY 30





City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G16

**#2009-254 - Approving Acquisition of Utility Easement - East Side
of 3625 Old Potash Hwy. - County of Hall, Nebraska/Hornady**

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

Staff Contact: Gary R. Mader

RESOLUTION 2009-254

WHEREAS, a public utility easement is required by the City of Grand Island, from County of Hall, Nebraska, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 13, 2009, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the northwest corner of the North Half of the Northeast Quarter (N1/2, NE1/4) Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West of the 6th PM, Hall County, Nebraska; thence easterly along the northerly line of said North Half of the Northeast Quarter (N1/2, NE1/4) Section Twenty Four (24), a distance of six hundred seventy three and four tenths (673.4) feet; thence S00°57'52"E along the easterly line of a tract of land described in Document 200709866 recorded in the Register of Deeds Office, Hall County, Nebraska, a distance of one hundred forty nine (149.0) feet to the ACTUAL Point of Beginning; thence continuing S00°57'52"E along the easterly line of said tract of land described in Document 200709866, a distance of one thousand sixty seven and five hundredths (1,067.05) feet to a point on a northerly right-of-way line of U.S. Highway 30; thence S41°21'18"W along a said northerly right-of-way line of U.S. Highway 30, a distance of twenty nine and seventy one hundredths (29.71) feet; thence N00°57'52"W, a distance of five hundred seventy one and seventy seven hundredths (571.77) feet; thence N89°28'31"E, a distance of twelve (12.0) feet; thence N00°57'52"W, a distance of five hundred seventeen and forty hundredths (517.40) feet to a point on the southerly line of an existing twenty (20.0) foot wide easement as described in Document 200900899 recorded in the Register of Deeds Office, Hall County, Nebraska; thence N89°28'31"E along the said southerly line of an existing twenty (20.0) foot wide easement described in Document 200900899, a distance of eight (8.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.352 acres, more or less, as shown on the plat dated 9/24/2009, 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 County of Hall, Nebraska, on the above-described tract of land.

- - -

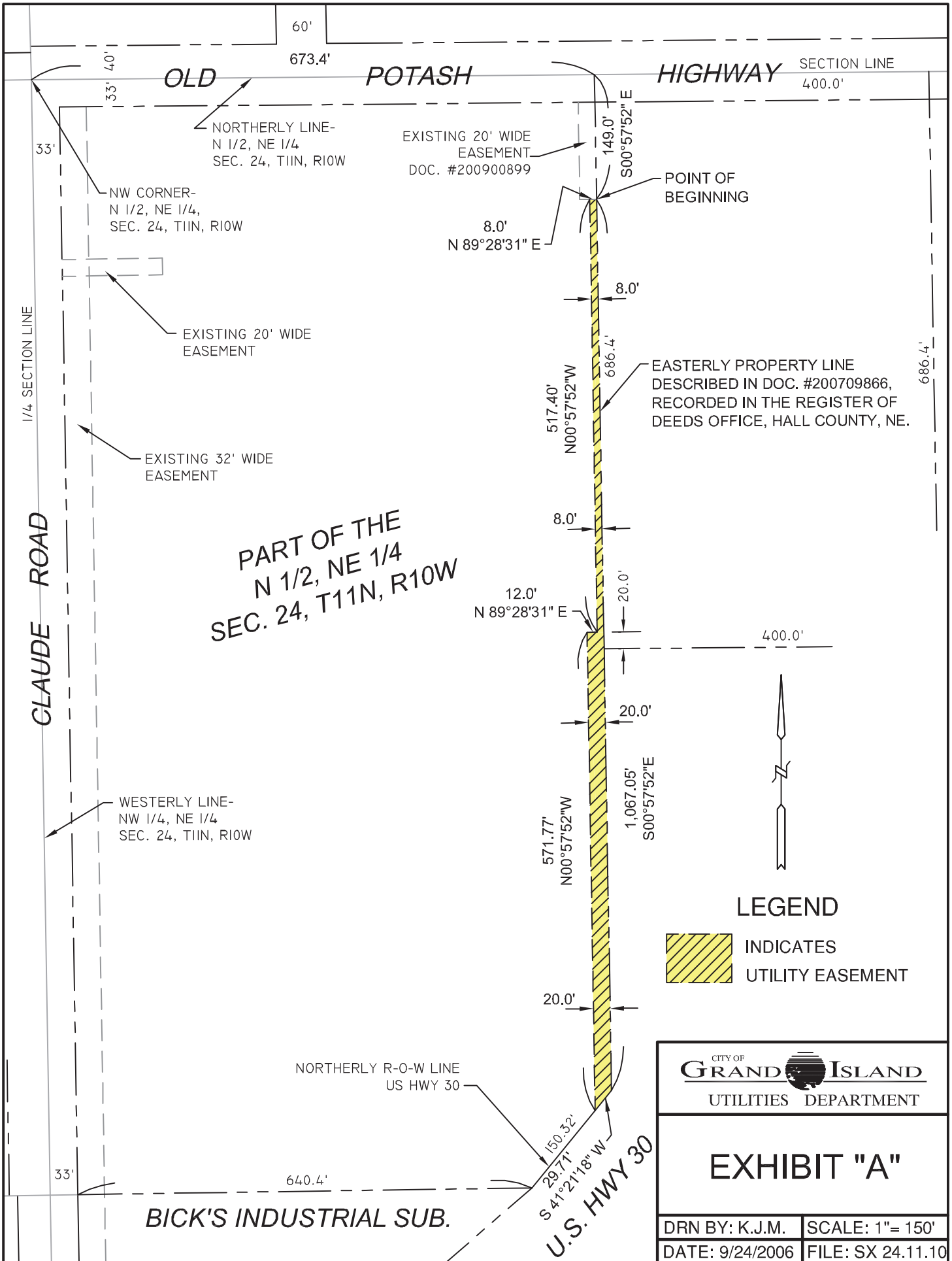
Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Approved as to Form	by _____
October 8, 2009	City Attorney

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G17

**#2009-255 - Approving Award of Engineering Services Contract
for Burdick Unit 2 Generator Breaker**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Wesley Nespor, Asst. City Attorney/Purchasing

Meeting: October 13, 2009

Subject: Burdick Unit 2 Generator Breaker – Engineering Services

Item #'s: G-17

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

Background

The City electric system utilizes a 115,000 volt (115kV) transmission line loop to provide the backbone of the electric distribution system. Feeder circuits emanate from each of seven 115kV electric substations located across the City. Additionally, the Electric Department Power Plants and regional grid interconnections also connect to the Grand Island system at three of the 115kV electric substations. The largest of these substations is Substation H located on the eastern portion of the system. At this substation are the three older steam electric generator units, three combustion turbines and two 115 kV loop transmission line interconnections. Feeder circuits from this station serve approximately 10,000 customers. Department engineering staff routinely reviews relaying and system configurations to ensure maximum redundancy in order to provide uninterrupted service to our customers. A recent review of Substation H revealed a single contingency situation that could result in the failure of the entire substation. The failure of breaker H-4-3, one of 19 breakers on the 115kV side of that substation, would cause the entire substation to trip. Three schematic drawings of the substation are attached to illustrate the failure mechanism. The breaker at issue is shown enlarged for easy identification on the attached schematics.

The “Normal Configuration” (Figure #1) schematic illustrates the normal condition of the substation. Red color indicates a breaker is closed and the adjacent lines are energized. You will note that four breakers in the substation are shown green, which indicates opened and the lines between them are shown in black indicating a de-energized condition. The open breakers are associated with the #2 and #3 Burdick Station Power Plant units. These older generators are run for emergency and reserve requirements.

The “Before Burdick Modification” (Figure #2) schematic illustrates the condition of a failure of breaker H-4-3. At 115,000 volts, failure of equipment is a major concern and

protective relaying provides immediate isolation of the failed component by tripping all adjacent equipment through which power might be fed to the failed component. The breakers shown within the dashed green line on the #2 schematic would be tripped on H-4-3 failure, resulting in the entire substation being de-energized. While some of the breakers remain closed, the relaying trip isolates all power supplies to the feeder circuits in the substation, which would be located off the page to the left of the schematic.

The “After Burdick Modification” (Figure #3) schematic illustrates the condition where the breakers associated with the Burdick Station Unit #2 generator (H-1-1 and H-1-2) can be configured in a normally closed condition, so that even with a failure of breaker H-4-3, Substation H remains energized and service to customers is maintained. Since breakers H-1-1 and H-1-2 are directly connected to a power generator, isolation of the unit when it is not on-line must be maintained. That can be accomplished by adding a single breaker at the #2 Generator as shown circled at the upper right of this schematic.

In order to enhance the reliability of the electric distribution system by adding redundancy to Substation H, department engineering staff developed a Request for Proposals for Engineering Services for modification of Substation H to add a breaker and required auxiliary equipment for the #2 generating unit.

Discussion

The request for proposal for engineering services for the procurement and installation of the generator breaker, and associated auxiliary equipment at Burdick Station was publicly advertised in accordance with the City Purchasing Code. Proposals from the following firms were received:

Company

Black & Veatch, Overland Park, KS
Sargent & Lundy, Chicago, IL
Advantage Engineering, Inc., Chesterfield, MO
Sega, Inc., Stilwell, KS

Using a matrix of the Department’s established evaluation criteria, which included Company Experience, Personnel Experience, Proposal Responsiveness, Pricing and Commercial Terms, the proposals were reviewed by the department’s division managers. A tabulation of the evaluations factors indicated a consensus for Black & Veatch. That firm’s proposal was ranked either #1 or #2 by each evaluator. A copy of the evaluation tabulation is attached.

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 award the Proposal for the Burdick Unit 2 Generator Breaker-Engineering Services to Black & Veatch of Kansas City, Missouri.

Sample Motion

Move to approve the proposal from Black & Veatch of Kansas City, Missouri, for the Burdick Unit 2 Generator Breaker-Engineering Services as submitted.

**City of Grand Island, Nebraska
 Utilities Department
 Generator Breaker Engineering**

Evaluation Category	Advantage Chesterfield, MO	Black & Veatch Kansas City, MO	Sargent & Lundy Chicago, IL	Sega Stilwell, KS
Company Experience (x2)	28	46	44	38
Personnel Experience (x2)	30	46	44	32
Proposal Responsiveness	18	23	20	20
Pricing	26	17	7	23
Commercial Terms	22	19	20	23
Total	124	151	135	136

10 = Excellent
 5 = Average
 1 = Poor

Bob:	43 (1)	40 (2)	38 (4)	39 (3)
Travis:	44 (4)	63 (1)	53 (2)	46 (3)
Tim:	37 (4)	48 (2)	44 (3)	53 (1)
	9	5	9	7

Substation H Normal Configuration

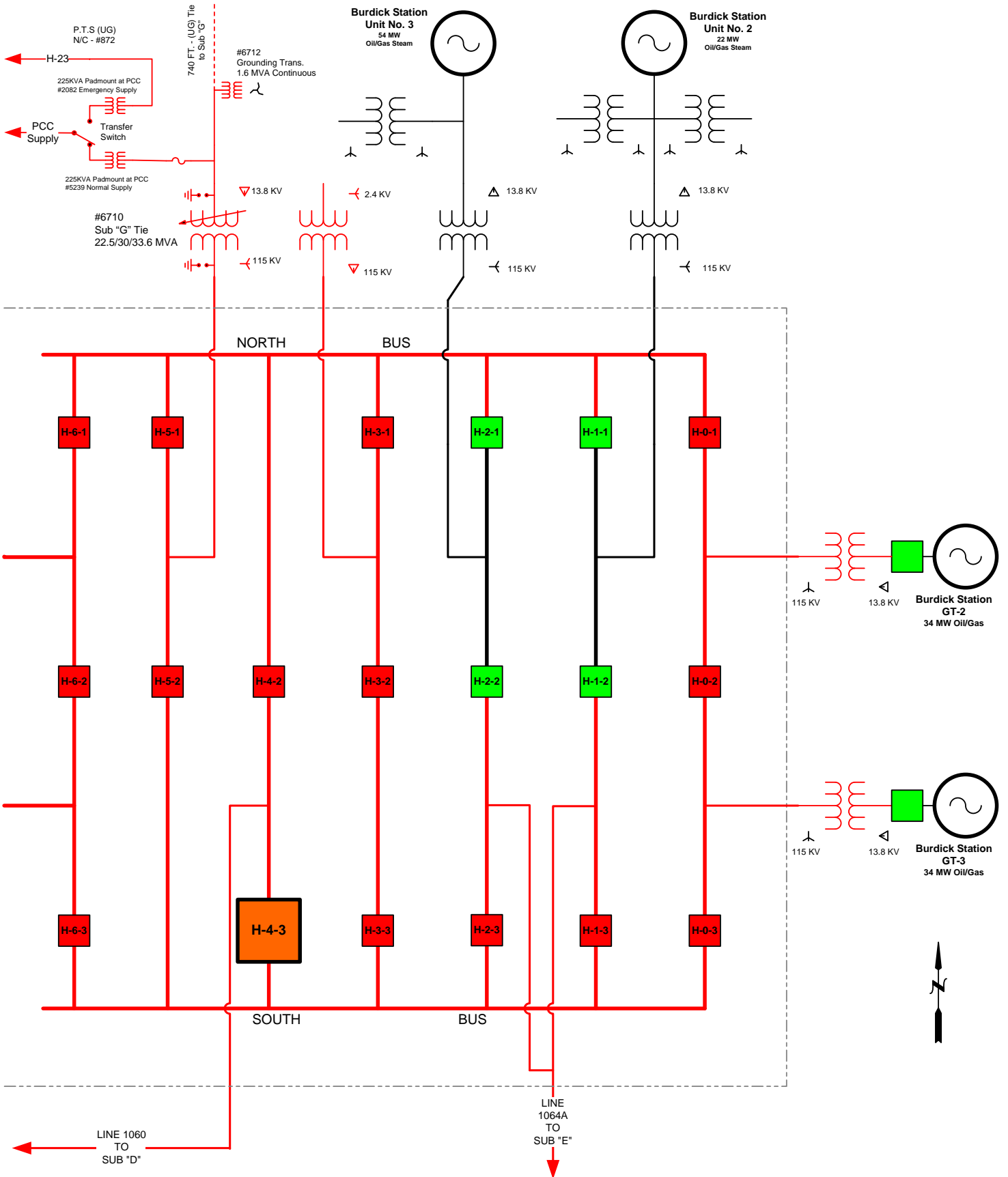


FIGURE #1

H-4-3 Breaker Failure Scheme Before Burdick Modification

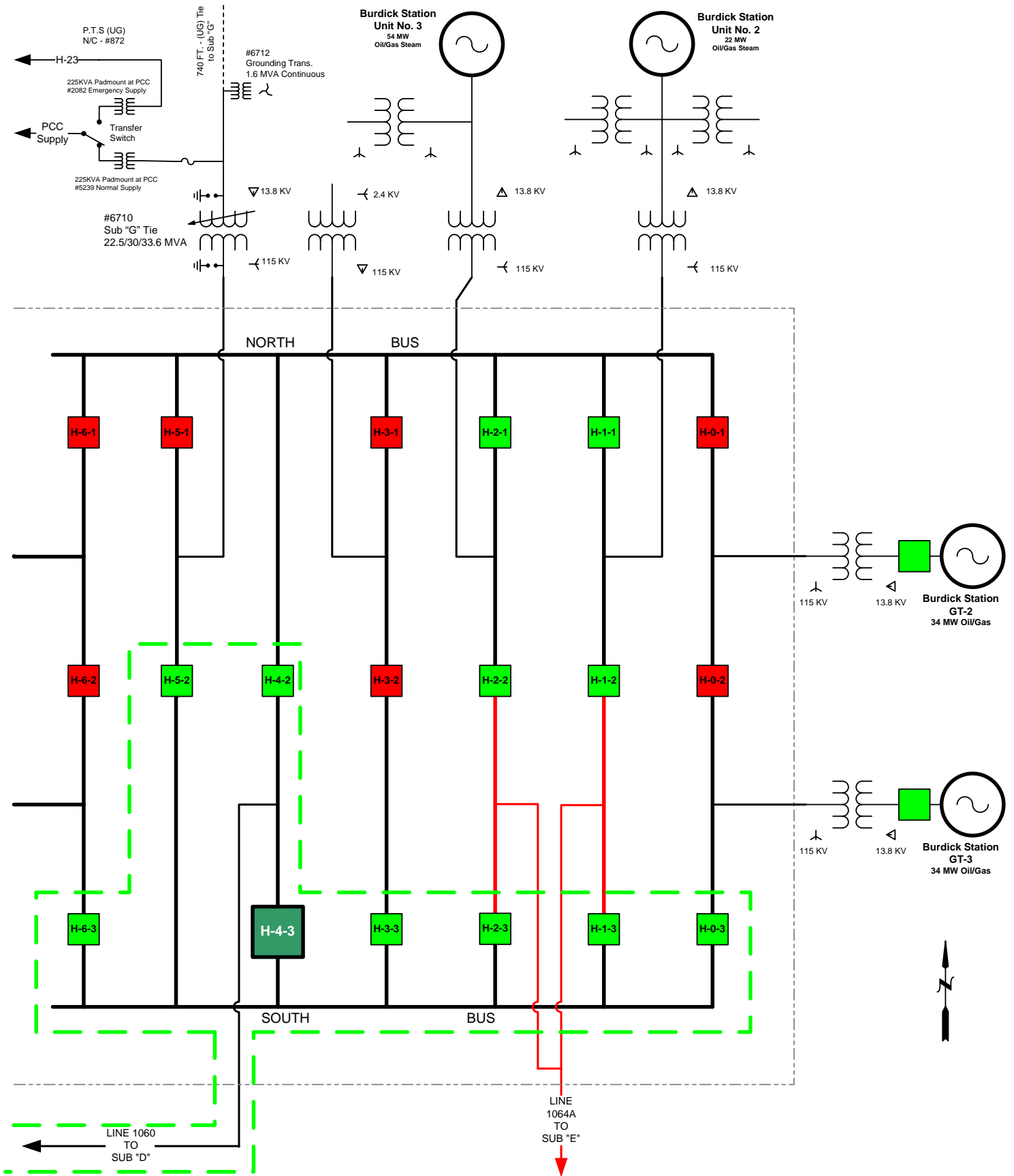


FIGURE #2

H-4-3 Breaker Failure Scheme After Burdick Modification

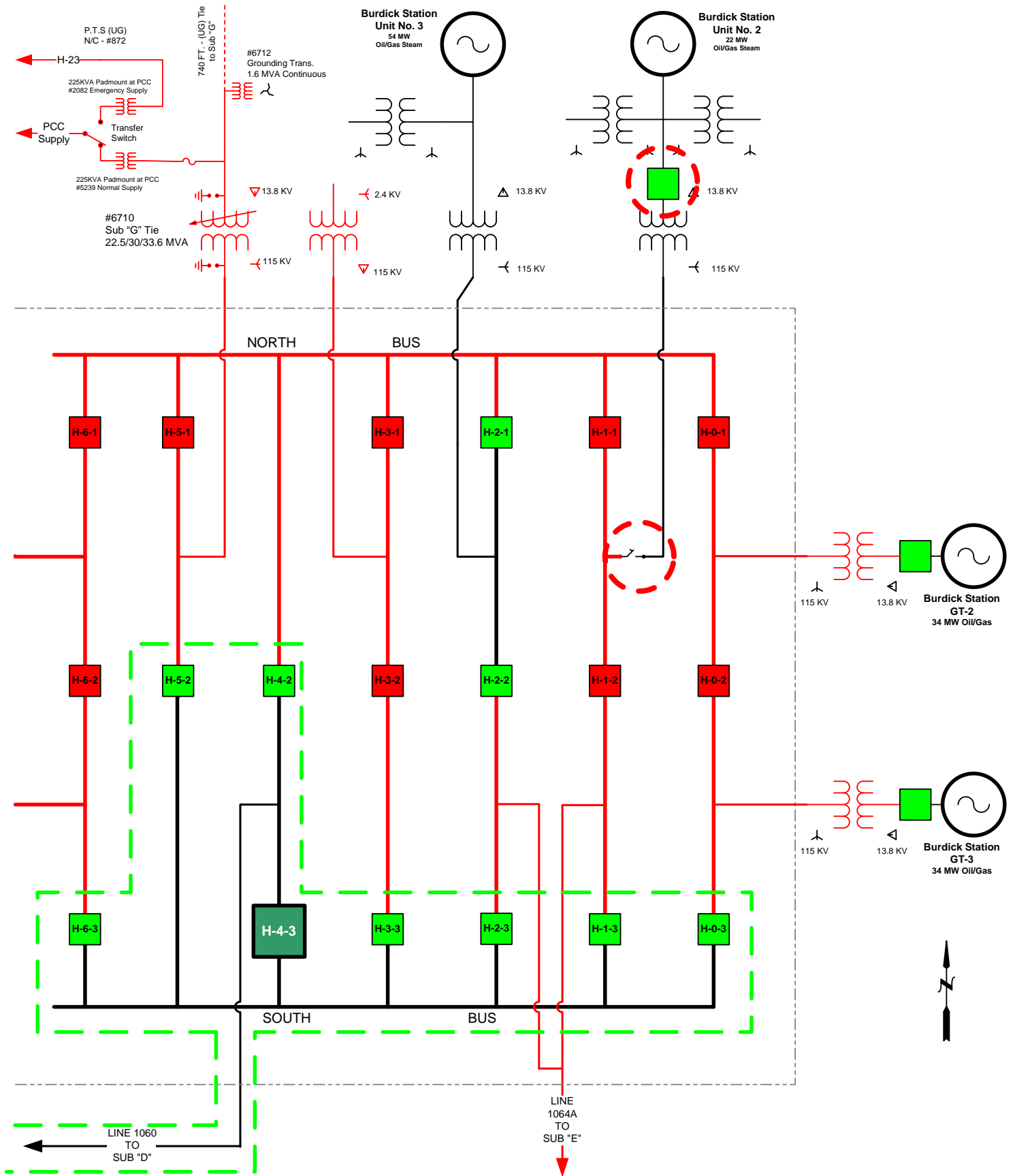


FIGURE #3



Wes Nespor, Purchasing Agent

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**REQUEST FOR PROPOSAL
FOR
BURDICK UNIT 2 GENERATOR BREAKER ENGINEERING SERVICES**

RFP DUE DATE: September 17, 2009 at 4:00 p.m.
DEPARTMENT: Utilities
PUBLICATION DATE: September 3, 2009
NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

Sega, Inc.
Stilwell, KS

Sargent & Lundy
Chicago, IL

Advantage Engineering
Chesterfield, MO

Black & Veatch
Overland Park, KS

cc: Gary Mader, Utilities Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Pat Gericke, Utilities Admin. Assist.
Tim Luchsinger, Assist. Utilities Director

Bob Smith, Assist. Utilities Director
David Springer, Finance Director
Wes Nespor, Purchasing Agent
Karen Nagel, Utilities Secretary

P1367

RESOLUTION 2009-255

WHEREAS, the Utilities Department engineering staff routinely reviews relaying and system configurations to ensure maximum redundancy in order to provide uninterrupted service to our customers; and

WHEREAS, a recent review of Substation H revealed a single contingency situation that could result in the failure of the entire substation; and

WHEREAS, the Utilities Department wishes to enhance the reliability of the electric distribution system by adding redundancy to Substation H; and

WHEREAS, the department engineering staff developed a Request for Proposals for Engineering Services for modification of Substation H to add a breaker and required auxiliary equipment for the #2 generating unit; and

WHEREAS, a Request for Proposal for engineering services was publicly advertised in accordance with the City Purchasing Code, and four firms responded to the Request for Proposal; and

WHEREAS, the proposal of Black and Veatch of Kansas City, Missouri for the Burdick Unit #2 Generator Breaker Engineering Services was submitted in accordance with the terms and the specifications and all other statutory requirements contained therein at a not to exceed cost of \$84,600.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Black and Veatch of Kansas City, Missouri, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G18

**#2009-256 - Approving Change Order #1 - Diamond Engineering -
Coal Storage Expansion Project at PGS - 2009**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Wesley Nespor, Asst. City Attorney/Purchasing

Meeting: October 13, 2009

Subject: Coal Storage Expansion at PGS – 2009
Change Order #1

Item #'s: G-18

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

Background

The coal storage area at Platte Generating Station (PGS) is comprised of two storage areas, active and long-term. The active storage pile is for short-term storage of coal before it is conveyed into the plant for use as boiler fuel. The long-term storage area provides a fuel reserve for disruptions in coal deliveries.

To prevent spontaneous combustion of the coal, long-term storage requires the coal to be compacted in order to reduce air cavities. This compaction is performed by systematically placing the coal in shallow lifts in a specific pattern so that the action of the heavy dozers driving over the coal achieves sufficient compaction to prevent spontaneous combustion. The geometry of the pile should not exceed a 4 to 1 (horizontal to vertical) slope to allow safe operation on the side slopes. Slopes exceeding this ratio increase the hazard of coal dozer roll over.

Since plant start-up in 1982, PGS has experienced several interruptions in coal delivery. In two of those instances, coal inventory was severely reduced; to a couple of weeks. Coal-fueled plants normally plan for 45 to 60 days of long-term coal storage. As the City has grown, so has its electric usage and so has the volume of coal required in long-term storage. Because of the currently undersized storage area footprint at Platte, maintaining this inventory level requires a very steep side slope ratio of 1 to 2. As a result, the current coal storage area is filled substantially above design capacity. To correct this issue, plant engineering staff developed plans and specifications to increase the size of the long term coal storage area. Bids were solicited and awarded in accordance with the City Procurement Code. The contract for the work was awarded to Diamond Engineering, of Grand Island, at the March 24, 2009 City Council meeting in the amount of \$219,679.81.

Discussion

The coal storage area requires an impermeable liner to be installed at the bottom of the storage pile to prevent any leaching of minerals from the coal into the underlying natural soils. The earth moving subcontractor for the project, Hooker Brothers Construction of Grand Island, operates gravel mining operations in the area and as a result has access to local clay materials. The contractor proposed using the local clays in lieu of the specified Bentonite clay for the seal of the base of the storage area. Utility engineering staff commissioned testing of the local materials to ensure that clay would meet the density and permeability requirements for the seal. The local material meets the requirements of the Specifications. Use of the local material results in a reduction in the contract amount of \$20,000.

Also, during the course of the work, engineering staff determined that some grade changes needed to be made to properly drain coal conveyor wash down water across the sealed area of the storage yard. This change resulted in excavation and backfill in excess of what was included in the original specifications. The addition to the contract for the additional excavation is \$2,576.73.

The net amount of the changes made during the course of the contract work is a reduction to the original contract amount of \$17,423.27, for a final contract amount of \$202,256.54.

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 approval of Change Order #1 to the Coal Storage Expansion Project contract at the Platte Generating Station in the amount of a \$17,423.27 reduction for a final contract cost of \$202,256.54.

Sample Motion

Move to approve contract Change Order #1 to the Coal Storage Expansion contract with Diamond Engineering, in the amount of a \$17,423.27 reduction to the contract amount, for a final contract amount of \$202,256.54.



Working Together for a
Better Tomorrow. Today.

TO: The Diamond Engineering Co.
P.O. Box 1327
1521 West Anna
Grand Island. NE 68802

PROJECT: Contract for "Coal Storage Expansion 2009"

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

1 Additional payment per the attached spreadsheet.

DEDUCT: -\$17,423.27

The original Contract Sum	<u>\$ 219,679.81</u>
Previous Change Order Amounts	<u>\$ -</u>
The Contract Sum is increased by this Change Order	<u>\$ (17,423.27)</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$ 202,256.54</u>

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

APPROVED: CITY OF GRAND ISLAND

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: THE DIAMOND ENGINEERING CO.

By: _____

Date _____

RESOLUTION 2009-256

WHEREAS, the Diamond Engineering Company of Grand Island, Nebraska was awarded a contract for Coal Storage Area Expansion at PGS, such bid being in the amount of \$219,679.81; and

WHEREAS, the coal storage area requires an impermeable liner to be installed at the bottom of the storage pile to prevent any leaching of minerals from the coal into the underlying natural soils; and

WHEREAS, the contractor proposed using local clays in lieu of the specified Bentonite clay for the seal of the base of the storage area at a price of \$20,000 reduction to the contract amount; and

WHEREAS, local clay materials were tested to ensure that the clay would meet the density and permeability requirements needed for the seals; and

WHEREAS, it was determined during the course of construction that changes were required to the excavation and placement of materials; and

WHEREAS, the change in materials placement was not included in the original contract award and the contractor provided a price quote for the additional work of \$2,576.73; and

WHEREAS, the net cost of the changes to the original contract is \$17,423.27 for a final contract amount of \$202,256.54.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with the Diamond Engineering Company of Grand Island, Nebraska resulting in a reduction of \$17,423.27 to the original contract amount of \$219,679.81 for a final contract amount of \$202,256.54 for Coal Storage Expansion at Platte Generating Station is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G19

#2009-257 - Approving Bid Award for Snow Removal Services for the 2009/2010 Winter Season

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 13, 2009

Subject: Approving Bid Award for Snow Removal Services for the 2009/2010 Winter Season (Streets Division of the Public Works Department)

Item #'s: G-19

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

Background

On September 1, 2009 the Streets Division of the Public Works Department advertised for bids for Snow Removal Services for the 2009/2010 winter season including equipment and labor.

Discussion

Two bids were received and opened on September 16, 2009. The bid submitted by O'Neill Transportation and Equipment was not complete in that a bid price was not submitted for a motor grader. The Streets Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bids that were received. The bids are shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>
The Diamond Engineering Co. Grand Island, NE	None	Trucks for Hauling - \$115.00/HR Front End Loaders - \$135.00/HR Motor Graders - \$155.00/HR
O'Neill Transportation and Equipment	No Motor Graders	Trucks for Hauling - \$80.00/HR Front End Loaders - \$100.00/HR Motor Graders - No Bid

The estimates for the services were as follows:

- A. Truck Plows for Hauling \$130.00/HR
- B. Front End Loaders \$155.00/HR

C. Motor Graders

\$175.00/HR

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

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve awarding the contract for snow removal services to The Diamond Engineering Company, of Grand Island, Nebraska. If at any time, The Diamond Engineering Company does not have sufficient equipment available to perform needed snow removal services or if a snowfall occurs where additional equipment is needed, O'Neill Transportation and Equipment will be contacted to assist.

Sample Motion

Move to approve awarding contract to The Diamond Engineering Company.



Wes Nespor, Purchasing Agent

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BID OPENING

BID OPENING DATE: September 16, 2009 at 11:00 a.m.

FOR: Snow Removal Services

DEPARTMENT: Public Works

ESTIMATE:

a. Trucks for Hauling Snow	\$130.00 per hour each
b. Front End Loaders	\$155.00 per hour each
c. Motor Graders	\$175.00 per hour each

FUND/ACCOUNT: 10033502-85213

PUBLICATION DATE: September 1, 2009

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u> Grand Island, NE	<u>O'Neill Transportation and Equipment</u> Grand Island, NE
Exceptions:	None	Noted
Bid Price:		
Trucks:	\$115.00 per hour each	\$ 80.00 per hour each
Front End Loaders:	\$135.00 per hour each	\$100.00 per hour each
Motor Graders:	\$155.00 per hour each	No Bid

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

Catrina DeLosh, PW Admin. Assist.
Wes Nespor, Purchasing Agent
Scott Johnson, Street Superintendent

RESOLUTION 2009-257

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

WHEREAS, on September 16, 2009, two bids were received, opened and reviewed;and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 8, 2009	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G20

**#2009-258 - Approving Bid Award for Street Improvement Project
No. 2009-P-3; First Street from Clark Street to Eddy Street
(Eastbound US Highway 30)**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 13, 2009

Subject: Approving Bid Award for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street (Eastbound US Highway 30)

Item #'s: G-20

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

Background

On September 24, 2009 the Engineering Division of the Public Works Department advertised for bids for the concrete pavement replacement on First Street from Clark Street to Eddy Street (eastbound US Highway 30). There were nine (9) potential bidders for this project.

The new street will be 10" thick portland cement concrete and 37' wide with dowel bars.

The concrete base course underneath the asphalt surfacing on 1st Street, from Clark Street to Eddy Street is failing. The stresses on the roadway are significant because of the braking force of trucks approaching the Eddy Street traffic signal.

Discussion

One (1) bid was received and opened on October 7, 2009. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bid that was received. A summary of the bids is shown below.

Because of the small quantities on the project and the concern that bad weather could be encountered, the unit prices were higher than expected.

Bidder	Exceptions	Bid Price
The Diamond Engineering Company of Grand Island, NE	None	\$95,206.60

Funds are available in Account No. 10033506-85213 & 10033506.85353.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the bid award to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$95,206.60.

Sample Motion

Move to approve the bid award.



Wes Nespor, Purchasing Agent

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BID OPENING

BID OPENING DATE: October 7, 2009 at 11:00 a.m.

FOR: Concrete Pavement Replacement Project 2009-P-3
First Street; Clark Street to Eddy Street

DEPARTMENT: Public Works

ESTIMATE: \$76,801.75

FUND/ACCOUNT: 10033506-85213

PUBLICATION DATE: September 24, 2009

NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder: Diamond Engineering Co.
Grand Island, NE

Bid Security: Universal Surety Company

Exceptions: None

Bid Price: \$95,206.60

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

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

P1374

RESOLUTION 2009-258

WHEREAS, the City of Grand Island invited sealed bids for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on October 7, 2009 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$95,206.60; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$95,206.60 for Street Improvement Project No. 2009-P-3; First Street from Clark Street to Eddy Street is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 9, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G21

**#2009-259 - Approving Bid Award for 47,000 GVW Dump Truck -
Streets Division of the Public Works Department**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 13, 2009

Subject: Approving Bid Award for 47,000 GVW Dump Truck - Streets Division of the Public Works Department

Item #'s: G-21

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

Background

On September 16, 2009 the Streets Division of the Public Works Department advertised for bids for the purchase of one (1) minimum 47,000 GVW Dump Truck. Funds for the truck were in the approved 2009/2010 budget. The estimate was \$84,950.00.

Discussion

Five (5) bids were received and opened on October 6, 2009. The Streets Division of the Public Works Department and the Purchasing Division reviewed the bids that were received. The Streets Division has several dump trucks with the Crysteel body, all of which have performed very well. The last dump truck we purchased had a Galion body and it's been at the dealers for repairs 3 times. The Henderson is a unibody that has worked on one of the Division's five-yard dump trucks, but doesn't meet the specifications for this dump truck and isn't appropriate for Streets Division use. A summary of the bids received is shown below.

Bidder	Manufacturer	Total Bid w/o Extended Warranty	Exceptions
Hansen International Truck, Inc. of Grand Island, NE	Crysteel Body	\$82,820.00	Noted
	Galion Body	\$82,045.00	Noted
	Henderson Body	\$81,410.00	Noted
Sioux City Truck & Trailer of Sioux City, IA	Henderson Body	\$104,062.00	Noted
Cornhusker International Trucks of Lincoln, NE	Galion Body	\$83,160.00	Noted
	Henderson Body	\$83,525.00	Noted
	Crysteel Body	\$83,935.00	Noted

Nebraska Peterbilt of Grand Island, NE	Galion Body	\$90,119.00	Noted
	Henderson Body	\$89,484.00	Noted
	Crysteel Body	\$90,894.00	Noted
Nebraska Truck Center, Inc. of Grand Island, NE	Galion Body	\$82,653.00	Noted
	Henderson Body	\$82,018.00	Noted
	Crysteel Body	\$83,428.00	Noted

There are sufficient funds for this purchase in Account No. 10033501.85625.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve awarding the bid for one (1) 47,000 GVW Crysteel Body Dump Truck to Hansen International Truck, Inc. of Grand Island, Nebraska in the amount of \$82,820.00.

Sample Motion

Move to approve bid award to Hansen International Truck, Inc. of Grand Island, Nebraska.



Wes Nespor, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 6, 2009 at 11:15 a.m.
FOR: (1) Minimum 47,000 GVW Dump Truck
DEPARTMENT: Public Works
ESTIMATE: \$84,950.00
FUND/ACCOUNT: 10033501-85625
PUBLICATION DATE: September 16, 2009
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Hansen International Truck, Inc.</u> Grand Island, NE	<u>Sioux City Truck & Trailer</u> Sioux City, IA
Exceptions:	Noted	Noted
Bid Price:	\$82,045.00 (Galion Body)	\$104,062.00 (Henderson Body)
Alternative Bid:	\$82,820.00 (Crysteel Body)	
Alternative Bid:	\$81,410.00 (Henderson Body)	

Bidder:	<u>Cornhusker Int'l Trucks</u> Lincoln, NE	<u>Nebraska Peterbilt</u> Grand Island, NE
Exceptions:	Noted	Noted
Bid Price:	\$83,160.00 (Galion Body)	\$90,119.00 (Galion Body)
Alternative Bid:	\$83,525.00 (Henderson Body)	\$89,484.00 (Henderson Body)
Alternative Bid:	\$83,935.00 (Crysteel Body)	\$90,894.00 (Crysteel Body)

Bidder:	<u>Nebraska Truck Center, Inc.</u> Grand Island, NE
Exceptions:	Noted
Bid Price:	\$82,653.00 (Galion Body)
Alternative Bid:	\$82,018.00 (Henderson Body)

Alternative Bid: \$83,428.00 (Crysteel Body)

P1371

RESOLUTION 2009-259

WHEREAS, the City of Grand Island invited sealed bids for One (1) 47,000 GVW Dump Truck, according to specifications on file with the City Engineer; and

WHEREAS, on October 6, 2009, 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 \$82,820.00, 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 \$82,820.00 for one 47,000 GVW Dump Truck with a Crysteel Body, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G22

#2009-260 - Approving Bid Award for Street Sweeper for the Streets Division of the Public Works Department

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 13, 2009

Subject: Approving Bid Award for Street Sweeper for the Streets Division of the Public Works Department

Item #'s: G-22

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

Background

On September 16, 2009 the Streets Division of the Public Works Department advertised for bids for one (1) street sweeper. There were three (3) potential bidders for the sweeper.

Discussion

Two (2) bids were received and opened on October 6, 2009. Nebraska Environmental Products of Lincoln, Nebraska submitted the only compliant bid in the amount of \$168,345.00. The bid was submitted in compliance with the contract and specifications. The bid submitted by Rose Equipment, Inc. of Lincoln, Nebraska did not conform with the bid specifications, as the sweeper is rear dump, has a 1/3 less cab glass area for visibility, only one side steering wheel and the broom is one foot narrower.

A summary of the bids is shown below:

Bidder	Exceptions	Bid Price
Nebraska Environmental Products of Lincoln, NE	None	\$168,345.00
Rose Equipment, Inc. of Lincoln, NE	Noted	\$141,810.00

Funds are available in account number 10033501.85615.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the bid award to Nebraska Environmental Products of Lincoln, Nebraska in the amount of \$168,345.00 for one (1) street sweeper.

Sample Motion

Move to approve the bid award Nebraska Environmental Products of Lincoln, Nebraska in the amount of \$168,345.00 for one (1) street sweeper.



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 6, 2009 at 11:00 a.m.
FOR: (1) Street Sweeper
DEPARTMENT: Public Works
ESTIMATE: \$168,350.00
FUND/ACCOUNT: 10033501-85615
PUBLICATION DATE: September 16, 2009
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Rose Equipment, Inc.</u> Lincoln, NE	<u>Nebraska Environmental Products</u> Lincoln, NE
Bid Security:	Berkley Regional Ins. Co.	Travelers Casualty & Surety Co.
Exceptions:	Noted	None
Bid Price:	\$141,810.00	\$168,345.00

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

Catrina DeLosh, PW Admin. Assist.
Wes Nespor, Purchasing Agent
Scott Johnson, Street Supt.

P1370

R E S O L U T I O N 2009-260

WHEREAS, the City of Grand Island invited sealed bids for One (1) Street Sweeper, according to specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on October 6, 2009 bids were received, opened and reviewed; and

WHEREAS, Nebraska Environmental Products of Lincoln, 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 \$168,345.00; and

WHEREAS, Nebraska Environmental Products' bid is lower 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 Nebraska Environmental Products of Lincoln, Nebraska in the amount of \$168,345.00 for one (1) street sweeper is hereby approved as the lowest responsive and responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G23

**#2009-261 - Approving Storm Water Management Plan Program
Grant Application**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 13, 2009

Subject: Approving Storm Water Management Plan Program Grant Application

Item #'s: G-23

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

Background

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

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

Grant awards will be distributed to applicants according to population size. The Public Works Department is working with Community Development in preparation of the attached grant application to the Department of Environmental Quality for these funds.

Discussion

The grant application is due Wednesday, October 15, 2009. A 20% match for the project is required and will be provided by the Public Works Department through salaries. Grant work under this program must be completed by June 30, 2011.

The City is eligible for no less than \$95,127.00, but no more than \$498,924.00. Grant awards will be distributed to applicants according to population size. If all eligible non-metropolitan communities across the state apply, the City will receive \$95,127.00.

If Grand Island is the only non-metropolitan community to apply, the City could receive up to \$498,924.00.

The City has seven (7) Minimum Control Measures (MCM's) that are identified in the storm water permit. Each MCM has a number of Best Management Practices (BMP's) that are used to carry out the MCM's. An example BMP is marking curb inlets that remind the public not to dump into the inlet because it drains to a stream or river.

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

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

Alternatives

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

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

Recommendation

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

Sample Motion

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

STORM WATER MANAGEMENT PLAN PROGRAM GRANT APPLICATION

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

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

- The Sponsor must provide at least a 20% cash match for any funds received
- This cash match and the grant award must be kept together in an account separate from any other funds
- These funds must be used only for implementation of the SWMP in permit #NER300010
- These funds may not be used for normal operations and maintenance or flood control
- Additional activities may be funded upon amending the permit with NDEQ approval, and by amending the workplan attached with the Intergovernmental Agreement.
- The project duration must not go beyond June 30, 2011
- The Sponsor must provide an annual report at the end of each state fiscal year

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

PART 1 – CONTACT INFORMATION

PROJECT MANAGER INFORMATION – PLEASE PRINT OR TYPE

PROJECT MANAGER NAME Scott Sekutera	TITLE Stormwater Technician
STREET ADDRESS 100 East 1st Street P.O. BOX 1968	E-MAIL ADDRESS ssekutera@grand-island.com
CITY / STATE / ZIP CODE Grand Island , NE 68802-1968	PHONE NUMBER (308) 385-5444 Ext. 270
MAXIMUM AWARD AMOUNT REQUESTED \$ 497,469.00	PROJECT END DATE June 30, 2011
CITY OF GRAND ISLAND COGNIZANT OFFICIAL SIGNATURE Margaret Hornady, Mayor	DATE

	Minimum Control Measure	Section/Subsection and Activity Element Description from Approved SWMP	Cost (percentage of grant)	Expected Completion Date
1	Education and Outreach	1.1 Distribute Educational Materials on storm water related issues in various media forms.	5%	06/30/2011
2	Education and Outreach	1.2 Develop and run public service announcements.	5%	06/30/2011
3	Public Involvement / Participation	2.2 Participate/Sponsor Community Clean-up events.	5%	06/30/2011
4	Public Involvement / Participation	2.3 Continue operation of storm sewer stenciling program.	5%	06/30/2011
5	Illicit Discharge Detection and Elimination	3.2 Perform dry weather inspections of storm water outfalls.	5%	06/30/2011
6	Illicit Discharge Detection and Elimination	3.3 Mapping of storm sewer system.	25%	06/30/2011
7	Construction Site Storm Water Runoff Control	4.3 Education contractors and the development community.	10%	06/30/2011
8	Construction Site Stormwater Runoff Control	4.4 Develop design standards for storm water runoff control measures.	5%	06/30/2011
9	Pollution Prevention Good Housekeeping For Municipal Operations	6.1 Continue training materials for city employees.	5%	06/30/2011
10	Pollution Prevention Good Housekeeping For Municipal Operations	6.3 Continue evaluation of municipal operations and implementation of new BMP at facilities.	5%	06/30/2011

RETURN COMPLETED APPLICATION NO LATER THAN 3PM WEDNESDAY, OCTOBER 2nd TO:
Mary Schroer, Nebraska Department of Environmental Quality, PO Box 98922, Lincoln, Nebraska, 68509

11	Storm Sewer Monitoring	7.1 Develop standard operating procedures for conducting baseline wet weather monitoring.	10%	06/30/2011
12	Storm Sewer Monitoring	7.2 Assessment of city by monitoring discharges.	15%	06/30/2011

RETURN COMPLETED APPLICATION NO LATER THAN 3PM WEDNESDAY, OCTOBER 2nd TO:
Mary Schroer, Nebraska Department of Environmental Quality, PO Box 98922, Lincoln, Nebraska, 68509

RESOLUTION 2009-261

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

WHEREAS, the City Of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community and was issued a storm water permit from the Nebraska Department of Environmental Quality; and

WHEREAS, the City Of Grand Island has developed a Storm Water Management Plan (SWMP) in conformance with the storm water permit; and

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

WHEREAS, the City Of Grand Island, Nebraska is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Environmental Quality for a grant to implement the Storm Water Management Plans (SWMPs) and is entitled to a minimum of \$95,127.00 and no more than \$498,924.00 from the State of Nebraska; and

WHEREAS, the City is requesting \$498,924.00 with the required twenty percent (20%) match for the project provided by the City of Grand Island, Public Works Department; and

WHEREAS, the Nebraska Department of Environmental Quality is taking applications until October 15, 2009.

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
October 9, 2009	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G24

#2009-262 - Approving Amendment No. 1 to the Agreement with Felsburg, Holt & Ullevig for Quiet Zone Improvements

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 13, 2009

Subject: Approving Amendment Number 1 to the Agreement with Felsburg, Holt & Ullevig for Quiet Zone Improvements

Item #'s: G-24

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

Background

On May 13, 2008 the City Council approved an agreement with Felsburg, Holt & Ullevig (FHU) for engineering services related to Phase 1 of the Quiet Zone Improvements in the Downtown area. The crossings in phase 1 include Oak, Pine, Walnut and Elm Streets. Any amendments to the agreement must be approved by council.

At the second on-site diagnostic team meeting, the Union Pacific Railroad (UPRR) requested that the quiet zone project at Walnut and Elm Streets upgrade the sidewalk crossing panels on the siding tracks that serve the Peavey Elevator. The UPRR also requested that the project at Walnut and Elm Streets fill in the area between the existing street surfacing and the sidewalks with crossing panels. The additional crossing panels would increase the Phase 1 Quiet Zone cost by over \$250,000.

Discussion

FHU suggested that the pavement be narrowed at the Walnut Street and Elm Street crossings similar to the currently designed pavement narrowing at the Oak and Pine Street crossings. The pavement would be narrowed from the existing width of 50 feet to approximately 30 feet. This will provide a safe, traversable and accessible crossing for pedestrians without incurring the significant costs of adding crossing panels. The revision of the design to narrow the crossings is the most cost effective solution for establishing a quiet zone.

The crossing revisions will involve additional design effort, consultation with City staff and further negotiations with the UPRR. The additional design work was incorporated

into amendment number 1 with work to be performed at actual costs with a maximum of \$12,000.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve amendment number 1 to the agreement with Felsburg, Holt & Ullevig for engineering services related to Quiet Zone Improvements in the Downtown area.

Sample Motion

Move to approve the amendment to the agreement.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

AGREEMENT AMENDMENT NUMBER 1

Date of Issuance: October 13, 2009

PROJECT: Engineering Services Related to Quiet Zone Improvements

CONSULTANT: Felsburg, Holt & Ullevig

AGREEMENT DATE: May 13, 2008

Provide engineering services in order to modify the project work on the Walnut Street and Elm Street crossings to include the narrowing of the pavement in the area of the Union Pacific Railroad and Peavey siding crossings. This design will maintain reasonable travel lanes and street widths through the crossing area.

The changes result in the following adjustment to the Agreement Amount:

Agreement Price Prior to This Amendment	\$28,600.00
Net Increase/Decrease Resulting from this Amendment.....	\$12,600.00
Revised Contract Price Including this Change Order.....	\$41,200.00

Approval Recommended:

By _____
Steven P. Riehle, Public Works Director

Date _____

The Above Amendment Accepted:

Felsburg, Holt & Ullevig
Consultant

By _____
Kyle A. Anderson

Date _____

Approved for the City of Grand Island:

By _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

Approved as to Form:

By _____
Attorney for the City

RESOLUTION 2009-262

WHEREAS, on May 13, 2008, by Resolution 2008-132, the City Council of the City of Grand Island approved the proposal of Felsburg, Holt & Ullevig to provide engineering services for Quiet Zone Improvements in the Downtown area; and

WHEREAS, it is now necessary to modify the project work on the Walnut Street and Elm Street crossings to include the narrowing of the pavement in the area of the Union Pacific Railroad and Peavey siding crossings; and

WHEREAS, Felsburg, Holt & Ullevig has agreed to perform these services under Amendment Number 1 at actual costs not to exceed \$12,600.00, for a revised agreement total of \$41,200.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Amendment Number 1 to the Agreement for Engineering Services by and between the City and Felsburg, Holt & Ullevig is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 8, 2009	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G25

**#2009-263 - Approving Certificate of Final Completion for the
2009 Asphalt Resurfacing Project No. 2009-AC-1**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 13, 2009

Subject: Approving Certificate of Final Completion for the 2009 Asphalt Resurfacing Project No. 2009-AC-1

Item #'s: G-25

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

Background

J.I.L. Asphalt Paving Company of Grand Island, Nebraska was awarded a \$676,758.50 contract on March 24, 2009. Work on the project commenced on July 6, 2009 and was completed on August 18, 2009.

Council approved Change Order Number 1 on July 28, 2009 to expand the asphalt resurfacing work on 1st Street between Eddy Street & Walnut Street. Change Order Number 1 was for \$46,939.98 resulting in a revised contract amount of \$723,698.48.

First Street between Greenwich Street and Walnut Street was part of the 2009 Asphalt Resurfacing Project. The section of 1st Street between Clark Street and Eddy Street is failing. Public Works Administration wanted to delay acceptance of the 2009 Asphalt Resurfacing Project until the cause of this failure was determined. The failure is related to the concrete base course and is not the responsibility of J.I.L. Asphalt Paving Company; therefore the 2009 Asphalt Resurfacing Project can be accepted.

Discussion

On concrete curb and gutter streets the project plans include removal of the existing asphalt by milling down to the existing concrete, then new asphalt surfacing is placed. The thickness of the old asphalt varies considerably, making it difficult to provide a reasonable quantity estimate for new asphalt. Since a few of the sections of asphalt resurfacing were overrunning, a decision was made to eliminate a section of roadway scheduled for resurfacing from the 2009 project to stay under budget. A section of Shady Bend Road was eliminated, saving approximately \$90,000.

Public Works Administration recommends that the section of Shady Bend Road that was eliminated in 2009 be scheduled for resurfacing in 2010. The net overruns on the concrete curb & gutter streets upon project completion was \$15,343.50.

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Work was completed at a total cost of \$649,041.98.

Breakdown of Costs

Description	Change	Total
Original Contract		\$676,758.50
Change Order Number 1	Plus \$46,939.98	\$723,698.48
Shady Bend Road	Minus \$90,000.00	\$633,698.48
Overruns on Curb & Gutter Streets	Plus \$15,343.50	\$649,041.98

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2009-AC-1.

Sample Motion

Move to approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2009-AC-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Asphalt Resurfacing Project No. 2009-AC-1
CITY OF GRAND ISLAND, NEBRASKA
October 13, 2009

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

This is to certify that Asphalt Resurfacing Project No. 2009-AC-1 has been fully completed by J.I.L. Asphalt Paving Company of Grand Island, Nebraska under the contract dated March 24, 2009. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Asphalt Resurfacing Project No. 2009-AC-1

<u>No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Total Quantity</u>	<u>Total Cost</u>
1.	Type "A"	\$26.50	ton	4,642.82	\$123,034.73
2.	Type "BC"	\$21.85	ton	5,873.05	\$128,326.15
3.	Asphalt Cement	\$ 2.34	gal	115,801.11	\$270,974.60
4.	Tack Coat	\$.90	gal	7,575.00	\$ 6,817.50
5.	Milling	\$ 1.50	s.y.	79,926.00	\$119,889.00

Original Project Total					\$649,041.98

I hereby recommend that the Engineer's Certificate of Final Completion for Asphalt Resurfacing Project No. 2009-AC-1 be approved.

Steven P. Riehle – City Engineer/Public Works Director

Margaret Hornady – Mayor

R E S O L U T I O N 2009-263

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Project No. 2009-AC-1, Asphalt Resurfacing, certifying that J.I.L. Asphalt Paving Company, of Grand Island, Nebraska, under contract, has completed the asphalt resurfacing; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2009-AC-1, Asphalt Resurfacing, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G26

#2009-264 - Approving Award of Proposal for Engineering Services Related to Aeration Basin Improvements

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 13, 2009

Subject: Approving Award of Proposal for Engineering Services Related to Aeration Basin Improvements at the Waste Water Treatment Plant

Item #'s: G-26

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

Background

On August 5, 2009 a Request for Proposals (RFP) for engineering services related to Aeration Basin Improvements at the Wastewater Treatment Plant was advertised in the Grand Island Independent and sent to fourteen (14) potential proposers by the Wastewater Division of the Public Works Department

Discussion

Three (3) proposals were opened on September 1, 2009 and reviewed by Wastewater Staff. Black & Veatch Corporation of Kansas City, Missouri submitted the proposal that was chosen using evaluation criteria listed in the RFP.

- Experience and qualifications of the team:
 - Knowledge of wastewater treatment facilities
 - Knowledge of condition assessment methodologies
 - Firm's experience, efficiency, judgment and integrity
 - Knowledge of aeration basin operation
- Work plan and understanding of the project
- Level of effort relative to services provided
- Past performance/references
- Ability to complete the work on time and budget
- Proposed Cost

The work is to be performed at actual costs with a maximum amount of \$384,000.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the award of proposal to Black & Veatch Corporation of Kansas City, Missouri.

Sample Motion

Move to approve the award of proposal.



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ENGINEERING DESIGN SERVICES FOR AERATION BASIN IMPROVEMENTS**

RFP DUE DATE: September 1, 2009 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: August 5, 2009
NO. POTENTIAL BIDDERS: 10

SUMMARY OF PROPOSALS RECEIVED

CH2M Hill
Omaha, NE

Black & Veatch
Kansas City, MO

HDR, Inc.
Omaha, NE

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

Catrina DeLosh, PW Admin. Assist.
Mary Lou Brown, Finance Director
Wes Nespor, Purchasing Agent

P1357

RESOLUTION 2009-264

WHEREAS, the City of Grand Island invited proposals for engineering services for Aeration Basin Improvements at the Wastewater Treatment Plant, according to Request for Proposals on file with the Engineering Division of the Public Works Department; and

WHEREAS, on September 1, 2009 proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Black & Veatch Corporation of Kansas City, Missouri submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at actual costs with a maximum amount of \$384,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Black & Veatch Corporation of Kansas City, Missouri for engineering services for Aeration Basin Improvements at the Wastewater Treatment Plant 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, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 9, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G27

**#2009-265 - Approving Bid Award for Improvement Project 2010-
WWTP-1 for Construction of Sludge Storage Facility at the Waste
Water Treatment Plant**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 13, 2009

Subject: Approving Bid for Improvement Project 2010-WWTP-1 for Construction of a Sludge Storage Facility at the Waste Water Treatment Plant

Item #'s: G-27

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

Background

An advertisement to bidders for improvement project 2010-WWTP-1 was published in the Grand Island Daily Independent on September 11, 2009. There were 20 potential bidders for the project.

The 8,000 square feet building will be used to store sludge in the event we are unable to haul sludge to area landfills because of inclement weather or conditions at the landfills that would not allow them to accept sludge. The building will also be used once the anaerobic digesters are in operation. Digested sludge will be stored in the building if we have inclement weather or conditions that do not allow us to haul to farm fields for land application. Sludge has very little odor and the building will be ventilated.

The bid included an add alternative for 2,733 square feet of additional building space to house equipment for treating hydrogen sulfide in the JBS discharge line. The cost of the addition will be part of the hydrogen sulfide charge to JBS.

Discussion

Bids were received and opened on September 22, 2009 with the following bidders responding:

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid</i>
Chief Construction Company, Grand Island, NE	Exceptions	Base - \$324,612.31 Add - \$70,017.42

		Total - \$395,483.31
The Diamond Engineering Company, Grand Island, NE	None	Base - \$346,161.12 Add - \$78,252.20 Total - \$424,413.32
Tri-Valley Builders, Inc., Grand Island, NE	None	Base - \$458,208.00 Add - \$109,005.00 Total - \$567,213.00
Judds Brothers Construction Co., Lincoln, NE	None	Base - \$527,389.00 Add - \$113,825.50 Total - \$641,214.50

While the low bid of \$395,783.31 is higher than the \$370,000 estimate at the time of the bid opening, the bid is deemed fair and reasonable when compared to the other bids. Public Works Engineering Staff also reviewed the unit bid prices and finds the unit bid prices submitted by Chief Construction Company as fair and reasonable.

The City has reviewed Exceptions to the Bid and found them acceptable as to the means and methods outlined for building footing construction. Chief Construction 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.

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 approve and execute the contract with Chief Construction Company of Grand Island, Nebraska on behalf of the City of Grand Island.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

Public Works Administration recommends that the Council approve the bid award including the add alternative to Chief Construction Company of Grand Island, Nebraska in the amount of \$395,483.31.

Sample Motion

Move to approve the bid award for the sludge storage facility.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 22, 2009 at 11:00 a.m.
FOR: Sludge Storage Facility – Project 2010-WWTP-1
DEPARTMENT: Public Works
ESTIMATE: \$370,000.00
FUND/ACCOUNT: 53030054-85612
PUBLICATION DATE: September 11, 2009
NO. POTENTIAL BIDDERS: 20

SUMMARY

Bidder:	<u>Judds Brothers Construction Co.</u> Lincoln, NE	<u>The Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	Inland Insurance Company	Universal Surety Company
Exceptions:	None	None

Bid Price:	\$527,389.00	\$346,161.12
Additive Alternatives:	<u>\$113,825.50</u>	<u>\$ 78,252.20</u>
Total:	\$641,214.50	\$424,413.32

Bidder:	<u>Tri Valley Builders, Inc.</u> Grand Island, NE	<u>Chief Construction Company</u> Kearney, NE
Bid Security:	Universal Surety Company	Fidelity & Deposit Company
Exceptions:	None	Noted

Bid Price:	\$458,208.00	\$324,612.31
Additive Alternatives:	<u>\$109,005.00</u>	<u>\$ 70,017.42</u>
Total:	\$567,213.00	\$395,483.31

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

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

Jeff Pederson, City Administrator

John Henderson, Waste Water Division

P1368

RESOLUTION 2009-265

WHEREAS, an Advertisement to Bidders for Improvement Project 2010-WWTP-1 for Construction of Sludge Storage Facility was published in the Grand Island Daily Independent on September 11, 2009; and

WHEREAS, the City of Grand Island invited sealed bids according to plans and specifications on file with the City Clerk; and

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

WHEREAS, Chief Construction 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 total bid including the add alternative being in the amount of \$395,483.31; and

WHEREAS, the bid for project is above the estimate of \$370,000 for such project; and

WHEREAS, the bid is considered fair and reasonable when compared to other bids that were received and based on a unit bid price comparison; and.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Chief Construction Co. of Grand Island, in the amount of \$395,483.31 for Improvement Project 2010-WWTP-1 Construction of Sludge Storage Facility is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form October 12, 2009	_____ City Attorney
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City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G28

**#2009-266 - Approving Contract with Police Reports. US for On
Line Accident Reports**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: October 13, 2009

Subject: Contract with PoliceReports. US for On Line Accident Reports

Item #'s: G-28

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department desires to provide on line public access for acquiring accident reports. This is a feature provided by many law enforcement agencies through their web sites. Many customers request this service. PoliceReports. US is a company that contracts with law enforcement agencies to provides the software, administration and technical support needed to provide this service to the public. PoliceReports. US charges fees for users of the service and there is no cost to the Police Department.

Discussion

The Police Department has wanted to offer on line access to Department accident reports for some time. The Police Department does not have personnel with the technical skills to develop, maintain, and administer such a program. PoliceReports. US is a private vendor that contracts with law enforcement agencies to provide on line access to reports. PoliceReports. US provides for the development, maintenance, and administration of an on line report program. They index each report received from the Department so that individuals and businesses can search for an accident based upon four criteria: Department case number, drivers names, date of accident and location of accident. PoliceReports. US developes a page on the Police Department web site which is used to access the on line purchase of accident reports. PoliceReports provides these services at no cost to the Police Department.

The cost of purchasing an accident report on line will be \$4.50. PoliceReports. US charges an administrative fee and an indexing fee to persons purchasing an on line accident report. They also collect the Department's \$1.00 fee for the reports and remit these fees to the Department on a monthly basis

Persons or businesses obtaining an accident report at the Service Desk of the Police Department will be charged the Department \$1.00 fee as is current practice.

The Police Department recommends entering into a three year agreement with PoliceReports. US for the contract. The three year contract fixes the administrative costs charged by PoliceReports. US for the life of the contract.

Alternatives

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

1. Approve the contract with PoliceReports. US
2. Not approve the contract with PoliceReports. US
- 3.
- 4.

Recommendation

City Administration recommends that the Council approve a three year contract with PoliceReports. US, LLC. for providing on line accident report access to Police Department accident reports.

Sample Motion

Move to approve a three year contract with PoliceReports. US, LLC for providing on line accident report access to Police Department accident reports.

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into between **POLICEREPORTS.US, LLC**, with an office located at 219 Williamson Rd. Suite 2201, Mooresville, North Carolina 28117; and the Grand Island Police Department (“Agency”) with an office located at 111 Public Safety Drive, Grand Island, Nebraska 68801.

PoliceReports.US Agrees:

1. To license the software for use by the Agency.
2. To provide all upgrades, modifications, and other enhancements that are routine and necessary to maintain functioning of the online report distribution system.
3. To provide no-cost customer service to the Agency and to purchasers of reports.
4. To abide by all applicable laws and regulations relating in any way to the distribution of reports.
5. That the Agency may terminate this agreement at any time upon providing written notice.
6. To not increase the cost of service or reports during the defined “Term of Agreement” period indicated below.

Agency Agrees:

1. To not disclose any information to a third party that is considered confidential, including: strategies and technologies, product or service development information, business plans and models, commercial and marketing information, technical information, computer source and object code, memoranda, correspondence, data, documents, or analyses unless compelled by law to do so.
1. To upload the data (reports) in a timely manner.
2. To allow PoliceReports.US to provide vehicular information to third parties (e.g., CarFax). This does not include personally identifying information of driver or passengers.
3. That PoliceReports.US has no control over the content of reports submitted by the Agency and bears no liability from claims based on content.
4. That it may terminate this agreement at any time upon giving written notice.

Terms of Agreement:

Effective Date of Agreement: _____

Term of Agreement: 1 2 3 Years

Cost of Service Options: Charge Per Report Fee (e-commerce)

e-commerce Fees:	Accident Report	Incident Report
The fee collected for each report distributed is:	\$ 4.50	N/A
PoliceReports.US fee per report is:	\$ 3.00	N/A
Report Indexing fee per report	\$.50	N/A
Credit Card processing fee is:	Included	N/A
Amount returned to the agency per report is:	\$ 1.00	N/A

Payment Terms:

PoliceReports.US will collect the fees for all reports distributed through our system. Within 10 days of the end of each month, PoliceReports.US will provide a report of the number of reports distributed and a check or electronic funds transfer for the appropriate amount to be returned to the agency.

Ancillary Services:

NONE

The parties each hereby cause this Agreement to be executed by their duly authorized representative effective as of November 1, 2009.

Agency: City of Grand Island

PoliceReports.US:

PoliceReports.US, LLC

By: _____

By: _____

Name Printed: _____

Name Printed: H. C. Huneycutt

Title: Mayor

Title: President

=====

=====

FOR HOME OFFICE USE ONLY:

AGREEMENT NUMBER: NE002

=====

=====

RESOLUTION 2009-266

WHEREAS, The Police Department desires to provide on line access to accident reports, and

WHEREAS, The Police Department does not have the resources to provide this service, and,

WHEREAS, PoliceReports. US, LLC provides technical and administrative support to law enforcement agencies to provide on line access to reports, and

WHEREAS, PoliceReports. US, LLC will contract with the City to provide this service without cost to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to authorize and sign the contract with PoliceReports. US, LLC to provide on line access for Police Department accident reports.

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G29

#2009-267 - Approving Bid Award for Furnishing and Installation of Ball Field Lighting at Veterans Athletic Field Complex

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: October 13, 2009

Subject: Approving Bid Award for Furnishing and Installation of Ball Field Lighting at Veterans Athletic Field Complex

Item #'s: G-29

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

Background

On August 16, 2009 the Park and Recreation Department, advertised for bids for the Furnishing and Installation of Ball Field Lighting at the Veterans Athletic Complex. Six firms provided bids for this work. The low responsible bid was provided by Ensley Electrical Service Inc. of Grand Island, NE in the amount of \$231,277.00.

Discussion

Because of the relocation of the State Fair to Grand Island it is necessary to move the athletic complex currently located at Fonner Park to a new site. The new site is located just south of Eagle Scout Park. Ball Field lighting is necessary to allow for night games. Fund number 40044450 90122 Soccer/Bball Fields-Vets Home has funds budgeted for this purpose. Because of the favorable bid it is the intention of the Park and Recreation Department to have the lights currently located at Fonner Park erected at the new site to aid in the development of "Phase 2".

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 award of a contract to Ensley Electrical Services in the amount of \$231,277.00

Sample Motion

Move to award contract to Ensley Electrical Services to Furnish and Install Ball Field Lighting at the Veterans Athletic Field Complex.



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 15, 2009 at 11:00 a.m.

FOR: Furnishing & Installation of Ball Field Lighting at Veterans Athletic Field Complex

DEPARTMENT: Parks & Recreation

ESTIMATE: \$400,000.00

FUND/ACCOUNT: 40044450-90122

PUBLICATION DATE: August 16, 2009

NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder:	<u>Jon Schwartz Electric</u> Omaha, NE	<u>IES Industrial, Inc.</u> Grand Island, NE
Exceptions:	Noted	Noted
Bid Price:	\$147,000.00	\$123,038.00
Alternate:		
Metal Poles:	\$329,145.00	\$309,151.00
Wood Poles:	No Bid	\$274,405.00
Concrete Poles:	No Bid	No Bid
Bidder:	<u>Middleton Electric, Inc.</u> Grand Island, NE	<u>Ensley Electrical Services, Inc.</u> Grand Island, NE
Exceptions:	None	Noted
Bid Price:	\$132,615.00	\$121,575.00
Alternate:		
Metal Poles:	\$327,800.00	\$333,277.00
Wood Poles:	\$238,040.00	\$231,277.00
Concrete Poles:	No Bid	No Bid

Bidder:	<u>Ardent Lighting Group</u> Knoxville, IA	<u>Heartland Electric Company</u> Grand Island, NE
Exceptions:	None	None
Bid Price:	\$170,146.00	\$140,976.00
Alternate:		
Metal Poles:	\$328,188.00	\$482,290.00
Wood Poles:	\$296,604.00	\$286,970.00
Concrete Poles:	\$306,166.00	No Bid

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

Patti Buettner, Parks & Rec. Secretary
Wes Nespor, Purchasing Agent

P1363

R E S O L U T I O N 2009-267

WHEREAS, the City of Grand Island invited sealed bids for Furnishing and Installation of Ball Field Lighting at the new Veterans Athletic Field Complex, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on September 15, 2009, bids were received, opened and reviewed; and

WHEREAS, Ensley Electrical Services, Inc. from Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$231,277.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Ensley Electrical Services, Inc. from Grand Island, Nebraska in the amount of \$231,277.00 for Furnishing and Installation of Ball Field Lighting at the new Veterans Athletic Field Complex is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 8, 2009	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G30

#2009-268 - Approving Financial Institutions List for Public Funds

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: October 13, 2009

Subject: Approving Designated Depositories and City Treasurer Authorizations

Item #s: G-30

Presenter(s): Mary Lou Brown, Finance Director

Background

The last update of this document occurred in 2005. It is necessary to update the comprehensive list of depositories to reflect name changes, the addition/elimination of certain depository accounts over the past five years and the list of public funds for which the city treasurer maintains responsibility.

Discussion

The document updates several depository names that have changed due to mergers with other depositories. Several depositories have been added by separate resolution and others have been eliminated from the document as the need for the respective accounts has been eliminated. The list as included in the Resolution is comprehensive. Also updated is the list of deposits of public funds for which the Finance Director/City Treasurer maintains responsibility. These changes are concentrated in paragraphs numbered 1 and 3.

Alternatives

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

1. Approve the Resolution as presented.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the changes to the depository institutions and to the City Treasurer authorizations.

Sample Motion

Move to approve the designated depositories and the City Treasurer authorizations.

RESOLUTION 2009-268

WHEREAS, in Section 16-712, R.R.S. 1943, the city treasurer shall deposit, and at all times keep on deposit, for safekeeping, in banks or capital stock financial institutions of approved and responsible standing all money collected, received or held by him/her as city treasurer; and

WHEREAS, in Section 16-713, R.R.S.1943, the city treasurer may purchase certificates of deposit from and make time deposits in banks or capital stock financial institutions selected as depositories of city funds; and

WHEREAS, in Section 16-714 R.R.S. 1943, for the security of the fund so deposited, the city treasurer shall require each depository to give bond for the safekeeping and payment of such deposits and the accretions thereof, which bond shall run to th city and be approved by the mayor.

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

1. Wells Fargo Bank Nebraska, N.A.; U. S. Bank; TierOne; Union Bank and Trust Co.; Nebraska Public Agency Investment Trust (NPAIT); Smith Hayes Financial Services Corporation; ICMA Retirement Corp.; A.G. Edwards & Sons, Inc.; Ameritas Investment Corp.; Home Federal/Grand Island; The Equitable Building and Loan Association; Platte Valley State Bank & Trust Company; Five Points; Bank of New York Mellon; Cornerstone; and Exchange Bank be and hereby are, designated and approved as depositories for all money collected, received or held by the City of Grand Island, Nebraska.
2. The Finance Director or his/her designee, in his/her official capacity of the office, is directed and authorized to deposit such funds in said banks and capital stock financial institutions.
3. This authorization shall include the deposits of public funds in the hands of the Finance Director or his/her designee belonging to the City of Grand Island, Nebraska; the Tri-City Task Force; and the Grand Island Community Redevelopment Authority (CRA).
4. The Finance Director or his/her designee is hereby authorized to purchase certificates of deposit, treasury notes, treasury bills, treasury bond and or strips from the above named banks and capital stock financial institutions selected as depositories.
5. The Finance Director or his/her designee is hereby authorized by the mayor to require the depositories designated by this resolution to give security for the safekeeping and payment of City deposits and the accretion thereof, such security

to be in the form and amounts as required by Nebraska statute and the Public Funds Deposit Security Act.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G31

#2009-269 - Approving Amendment #1 to the Professional Services Agreement for Professional Services for the Evaluation and Recommendation, Design, Installation and Integration of a Supervisory Control Data Acquisition (SCADA) System at WWTP

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 13, 2009

Subject: Approving Amendment Number 1 to the Professional Services Agreement for Professional Services for the Evaluation and Recommendation, Design, Installation and Integration of a Supervisory Control Data Acquisition (SCADA) System at the Wastewater Treatment Plant

Item #'s: G-31

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

Background

On June 24, 2008, by Resolution No. 2008-168, the city council approved an agreement with the consulting engineering firm, Huffman Engineering of Lincoln, Nebraska. The agreement is for the professional services associated with the design, installation and integration of the replacement to components in the Supervisory Control Data Acquisition (SCADA) System.

The SCADA System comprises of a wide range of integrated electronic components reporting to a central point for data base collection, reporting, monitoring, and alarming of treatment system operation. The SCADA system controls and monitors most of the plant.

Discussion

City staff negotiated Amendment Number 1 with Huffman Engineering to modify the scope of the original contract tasks with appropriation of additional funds. The fee for such professional consulting engineering services is considered fair and reasonable with work to be performed with a set maximum dollar amount of \$7,800.00.

Amendment number 1 provides the following services:

1. The scope shall include documents in "General Conditions" element of a construction contract covering the requirements of a three party contract exclusive to city, engineer and contractor. Identifying the parties of the contract and define the specific obligations, rights, roles and responsibilities of the contracting parties to a construction project.

2. These documents in the finished product shall provide “General Conditions” that are accepted as “Standard” to the city, engineering firms and contractors for multiple contracts. The general conditions will also be used on future wastewater construction projects.

Alternative Motions

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

1. Move to approve Amendment Number 1 and authorize the mayor to sign the amendment to the agreement.
2. Refer the issue to a committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

Public Works Administration recommends that the council approve the amendment to the agreement with Huffman Engineering of Lincoln, Nebraska for services in development of construction contract specific “General Conditions”.

Sample Motion

Move to approve the amendment with Huffman Engineering of Lincoln, Nebraska.

**AMENDMENT NUMBER 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FOR
THE EVALUATION AND RECOMMENDATION, DESIGN, INSTALLATION AND
INTERGRATION OF A SUPERVISORY CONTROL DATA ACQUISITION (SCADA)
SYSTEM**

General Provisions

A. **This Document Controlling.** To the extent that there are conflicting provisions between this document and the agreement between The City of Grand Island and Huffman Engineering Inc, this document controls.

B. **Modifications and Deletions.** The following provisions are deleted or modified from original agreement for Professional Services for the Evaluation and Recommendation, Design, Installation and Integration of a Supervisory Control Data Acquisition (SCADA) System; Dated June 24, 2008 as follows:

- (i) **Technical Qualifications ; Task 10 – General Conditions of the Contract; Page 15 of 18; Add new paragraph and title ; as stated:**

Task 10 General Conditions of the Contract

The ENGINEER shall complete the services described as “General Conditions of the Contract”, which document shall provide to the CITY the governing articles that will identify the parties of the contract and define the specific roles and responsibilities of each respective party. The General Conditions of the Contract shall incorporate in scope the standards of the industry, and City of Grand Island’s standard contract terms and conditions that define the rights and obligations of the contracting parties, when a contract is awarded or entered into that will apply to a construction project. The combining of standards described herein shall provide a singular document with the omission of supplementary conditions, in which it describes the changes in the governing articles from either the industry standard or the City’s standard contract language.

The Industry Standard shall be defined as “Engineers Joint Contract Documents Committee C-700” (EJCDC). The City of Grand Island Standard shall be defined as the standard contract language and requirements of the “City Code”.

- (ii) **Technical Qualifications; Table – Level of Effort by Services Provided; Page 15 of 18; Insert new line item 6, under Design; as stated:**

Description	Management	Hours				Total
		Engineering	Technical	CAD	Support	
Design						
<u>6</u>	<u>General Conditions of the Contract</u>	<u>25</u>	<u>40</u>			<u>65</u>

(iii) **Professional Services Compensation; Table – Compensation; Page 2 of 3; Insert new line item 6, under Design; as stated:**

Description	Cost	Hours					Total
		Mgt	Engineering	Tech	CAD	Support	
	<u>\$ 54,470</u>						
Design	<u>\$ 46,670</u>						
<u>6</u>	<u>General Conditions of the Contract</u>	<u>\$ 7,800</u>	<u>25</u>	<u>40</u>			<u>65</u>

(iv) **Agreement Form; Contract Agreement; Page CA-2; ARTICLE II; as stated:**

ARTICLE II. That the City shall pay to the consultant for the performance of the work embraced in this agreement and the consultant will accept as full compensation therefore the sum (subject to; not to exceed line items limits as provided by the agreement) of ~~Two hundred forty one thousand eight hundred eighty dollars & zero cents Dollars \$ 241,880.00~~ Two hundred forty nine thousand six hundred eighty dollars & zero cents Dollars \$ 249,680.00 for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

IN WITNESS WHEREOF, owner and engineer have executed this Addendum Number 1.

City of Grand Island, Nebraska
OWNER

Huffman Engineering
ENGINEER

By: _____

By: _____

Name: Margaret Hornady

Name: Howard Huffman

Title: Mayor

Title: President

Date: _____

Date: _____

Attest:

RaNae Edwards, City Clerk

Approved as to Form _____ October 13, 2009 City Attorney
--

RESOLUTION 2009-269

WHEREAS, on June 24, 2008, by Resolution Number 2008-168, the City Council of the City of Grand Island approved an agreement with the consulting engineering firm, Huffman Engineering of Lincoln, Nebraska for the professional services associated with the design, installation and integration of the replacement to components in the Supervisory Control Data Acquisition (SCADA) System; and

WHEREAS, city staff has negotiated Amendment Number 1 with the consulting engineering firm, Huffman Engineering to modify the scope of the original contract tasks with appropriation of additional funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that amendment number 1 with the consulting engineering firm, Huffman Engineering of Lincoln, Nebraska, is hereby approved; and

BE IT FURTHER RESOLVED, that such fee to professional service for Amendment Number 1, shall add to the original fee in the amount of \$7,800; and

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item G32

#2009-270 - Approving Contract for Third Party Administrative Services for Section 125 Plan

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: October 13, 2009

Subject: Cafeteria Plan

Item #'s: G-32

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City of Grand Island provides a Section 125 Cafeteria Plan for its employees. This plan allows employees the ability to set aside pre-tax dollars for qualifying medical and dependent care reimbursements. The City currently has a contract with Process Works that will expire at the end of this calendar year.

Discussion

The City advertised a request for proposals in July 2009. We received proposals from seven vendors. Interviews were held with finalists and the vendor that was chosen who satisfied the requirements and provided the best overall package and price was brought to us by a local agent, Mr. J.J. Green of North Central Marketing. The Company he proposed as the third party administrator of this benefit is TASC, a company located in Madison, Wisconsin. TASC specializes in the administration of cafeteria plans as well as other benefits administration.

The City is currently paying an administration fee of \$4.00 per plan participant. TASC will be charging \$3.50 per plan participant. This rate has been guaranteed for three years. There will be no set up fee. There will be a renewal fee in the second and third year of \$200. Employees will enjoy many of the same benefits that they currently have with online filing and direct deposits. In addition we will now have a local agent to help with administrative questions. TASC has also submitted a contract to handle the run out of the current plan that will extend into 2010 for a fee of \$1.50 per plan participant. Process Works offered to administer the contract run out for \$4.00 per plan participant. TASC'S offer makes better financial sense for the City. A copy of the service agreement is on file in the Clerk's office.

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(s) with TASC of Madison Wisconsin to act as third party administrator for the City's Section 125 Cafeteria Plan.

Sample Motion

Move to approve the contract with TASC as the third party administrator for the City's Section 125 Cafeteria Plan and to approve the contract with TASC to handle the run out for the current plan in that will end in 2010.



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
THIRD PARTY ADMINISTRATIVE SERVICES FOR SECTION 125 PLAN**

RFP DUE DATE: August 7, 2009 at 4:00 p.m.
DEPARTMENT: Human Resources
PUBLICATION DATE: July 13, 2009
NO. POTENTIAL BIDDERS: 10

SUMMARY OF PROPOSALS RECEIVED

Payflex Systems USA, Inc.
Omaha, NE

Regional Care, Inc.
Scottsbluff, NE

ASIFlex
Columbia, MO

North Central Marketing, Inc.
Grand Island, NE

Shonse & Associates
Grand Island, NE

Almquist, Maltzahn, Galloway & Luth
Grand Island, NE

McDermott & Miller
Grand Island, NE

cc: Brenda Sutherland, Human Resources Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney

Tami Herald, HR Specialist
David Springer, Finance Director
Wes Nespor, Purchasing Agent

RESOLUTION 2009-270

WHEREAS, the City of Grand Island invited proposals for TPA Services to assist in administration of a Section 125 Cafeteria Plan in accordance with a Request for Proposal on file with the Human Resources Department; and

WHEREAS, proposals were due on August 7, 2009; and

WHEREAS, proposals were received and evaluated in accordance with established criteria; and

WHEREAS, J.J. Green of North Central Marketing submitted a proposal with TASC of Madison Wisconsin as a third party administrator that is in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being in the amount of \$3.50 per participant per month and an annual renewal fee of \$200 in years two and three for the term of the three year contract: and

WHEREAS, TASC submitted a proposal to administer the run out claims for the current plan year in the amount of \$1.50 per participant per month.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of TASC, of Madison Wisconsin submitted by J.J. Green of North Central Marketing is hereby approved for TPA services to assist in the administration of a section 125 Cafeteria Plan in the amount of \$3.50 per plan participant per month with an annual renewal fee of \$200 in years two and three and also for the administration of the run out services for the current plan in the amount of \$1.50 per plan participant per month.

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, October 13, 2009.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
October 8, 2009	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item I1

**#2009-271 - Approving Change Order #1 for Grand Generation
Center Kitchen Remodel**

Staff Contact: Paul Briseno

Council Agenda Memo

From: Paul M. Briseno, Assistant to the City Administrator

Meeting: October 8, 2009

Subject: Grand Generation Center Kitchen Addition & Renovation Change Order #1

Item #'s: I-1

Presenter(s): Paul M. Briseno, Assistant to the City Administrator

Background

On July 22, 2008 City Council gave the Grand Generation Center Kitchen Remodel and Expansion Project budget authority. This project will benefit the meals on wheels and in-house lunch program. The expansion will allow for walk in cooler and freezer, storage, preparation area, safer loading and increased efficiency of the food processing area. City staff estimated \$140,000 for the construction/remodel and kitchen equipment. The estimate was obtained from architect and engineering documents.

On July 14, 2009 City Council approved a \$195,100 bid award to Chief Construction Company. It was noted the City of Grand Island will provide \$140,000 and the Grand Generation Center will fund the remainder of the project cost. The Grand Generation Center gave the City \$40,000 toward this project July 31, 2009.

City staff is overseeing and administering the project management with guidance from the Grand Generation Center Board.

Discussion

The Grand Generation Center kitchen remodel and renovation project has the following alterations associated with Change Order No. 1.

- The Grand Generation Center has requested the relocation of handicap accessible doors located on the Northwest set of entry doors to the Northeast set of entry doors to better accommodate clients and avoid construction. This is an additional cost of \$1,297.

- The existing gas line is shown on the plans as being located outside the building addition. The gas lines true location is on the interior of the new addition. The scope of the work is to relocate the existing gas line to the exterior of the new addition. Price includes materials, equipment, and labor to perform the scope of work at \$847.00.
- The proposed (2) roof drains on the new addition are shown as 4” drain piping. These (2) 4” drain lines combine to a 4” pipe that runs to the exterior storm water drain. The line after the combining of the (2) 4” lines is recommended to be changed to a 6” line in order to improve the performance of the drain system. Price includes the additional material cost from 4” to 6” materials at \$85.00

Change Order No. 1 total is \$2,229. This request is outside the awarded contract of \$195,100. Staff seeks City council approval as the contract for the remodel and expansion is through the City.

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 Council approve Grand Generation Center Kitchen Addition & Renovation Change Order #1.

Sample Motion

Move to approve the Grand Generation Center Kitchen Renovation and Remodel Change Order #1.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 1

Date of Issuance: October 13, 2009

PROJECT: Grand Generation Center Addition and Renovation

CONTRACTOR: Chief Construction Company

CONTRACT DATE: July 14, 2009

The Grand Generation Center has requested the relocation of handicap accessible doors located on the Northwest set of entry doors to the Northeast set of entry doors to better accommodate clients and avoid construction. Chief Construction is recommending the relocation of an existing gas line and alteration to the drainage system.

The scope of work for Change Order Number 1 shall include the following:

- Relocation of the handicap door buttons to the Northeast doors and power to the operations. Total cost for this relocation is \$1,297.00.
- Relocation of existing gas line to the exterior of the new addition. Price includes materials, equipment, and labor to perform the scope of work at \$847.00.
- Altering the line after the combining of the (2) 4” lines to recommended 6” line in order to improve the performance of the drain system. Price includes the additional material cost from 4” to 6” materials at \$85.00

Change Order No. 1 total is \$2,229. This request is outside the awarded contract of \$195,100. Staff seeks City Council approval as the contract for the remodel and expansion is through the City.

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order	\$195,100.00
Net Increase/Decrease Resulting from this Change Order.....	\$ 2,229.00
Revised Contract Price Including this Change Order.....	<u>\$197,329.00</u>

It should be noted the City of Grand Island will provide \$140,000 for this construction project and the Grand Generation Center will fund the remainder of the project costs.

Approval Recommended:

By _____
Paul Briseno, Assistant to the City Administrator

Date _____

The Above Change Order Accepted:

Approved for the City of Grand Island:

Chief Construction Company
Contractor

By _____
Margaret Hornady, Mayor

By _____

Attest: _____

Date _____

Date _____

RESOLUTION 2009-271

WHEREAS, On July 14, 2009, by Resolution 2009-171, the City of Grand Island awarded the bid for the Grand Generation Center kitchen addition and renovation at 304 East Third Street to Chief Construction Company of Grand Island, Nebraska; and

WHEREAS, the Grand Generation Center Board and Director is requesting the move of handicap accessible doors to allow for safer entry of customers; and

WHEREAS, Chief Construction Company is recommending the relocation of gas lines and improvement of drainage; and

WHEREAS, the original bid of \$195,100 did not include movement of the Northwest handicap accessible doors to the Northeast entrance doors, relocation of gas lines and improved drainage; and

WHEREAS, the City of Grand Island will provide only \$140,000 for the Kitchen Addition and Renovation; and

WHEREAS, the Grand Generation Center will provide the remaining construction cost for the Kitchen Addition and Renovation; and

WHEREAS, Change Order No. 1 increases the contracted price by \$2,229.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Chief Construction Company of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 8, 2009 ☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item I2

**#2009-272 - Approving Request for Service Pattern Change for
Great Lakes Airlines**

Staff Contact: Michael Olson

Council Agenda Memo

From: Jeff Pederson, City Administrator
Meeting: October 13, 2009
Subject: Service Pattern Change Request for Airport
Item #'s: I-2
Presenter(s): Jeff Pederson, City Administrator

Background

The Hall County Airport Authority Board has determined that the current service pattern for Great Lakes Aviation that connects Grand Island with Kansas City, Missouri is deficient and that air passengers from the area would be better served by changing the connection to Denver, Colorado. This determination stems from a decrease in enplanements and a growing concern about the future of Essential Air Service subsidy for the Airport with the present Kansas City connection.

Discussion

The Airport Authority Board, in a letter to Mayor Hornady, is requesting concurrence from the City for the formal request to the Department of Transportation for the change in the Service Pattern. This is a requirement of the DOT on matters such as this.

Unexpectedly, Great Lakes Aviation announced on October 7 that in fact the service pattern change would occur beginning on December 1 of this year. While this is very encouraging, the DOT has not yet officially sanctioned the move and in fact is awaiting the concurrence of the City prior to doing so.

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 request for Service Pattern Change for Great Lakes Airlines to Denver, Colorado.

Sample Motion

Move to approve the request for Service Pattern Change for great Lakes Airlines from Kansas City, Missouri to Denver, Colorado.



October 6, 2009

City of Grand Island
Mayor Margaret Hornady
City Council
100 East First Street
Grand Island, NE 68801

The Hall County Airport Authority Board at their September 9, 2009 meeting adopted Resolution 09-58, approving the request for a Service Pattern Change from Kansas City, MO., to Denver CO., with Great Lakes Airlines effective as soon as possible.

As part of the approval process, the Department of Transportation requires concurrence from the City of Grand Island Mayor for the Service Pattern Change that is requested.

This Service Pattern Change is due in part to the lack of enplanements from Grand Island, NE to Kansas City, MO. Also in the past three and a half years since the Kansas City service was initiated, connecting arrivals and departures to and from Kansas City have dramatically decreased. During this same period, the connecting arrivals and departures to Denver, CO have remained consistent and have actually increased.

I am seeking concurrence from Mayor Hornady and City Council for this Service Pattern Change from Kansas City, MO to Denver, CO on Great Lakes Airlines.

I would expect the Department of Transportation and Great Lakes Airlines to sign off on this Service Pattern Change immediately.

Sincerely,

HALL COUNTY AIRPORT AUTHORITY

Michael J. Olson, AAE
Executive Director

Enc: Resolution 09-58

MJO:dkp

3743 Sky Park Road
Grand Island, NE 68801
Phone 308.385.5170
Fax 308.385.5179
FlyGrandIsland.com

HALL COUNTY AIRPORT AUTHORITY BOARD MEMBERS: Ken Caldwell, Chairman; Lynne Werner, Vice Chair; Jim Roe, Secretary/Treasurer; Harold Rosenkotter; Curtis Griess; Mike Olson, AAE, Executive Airport Director

COPY

Hall County Airport Authority

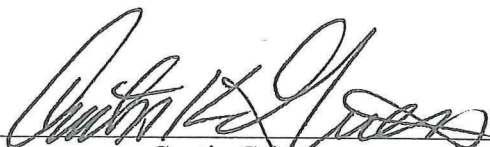
September 9, 2009

Resolution 09-58

**Request for Service Pattern Change from
Kansas City, MO to Denver, CO with Great Lakes Airlines**

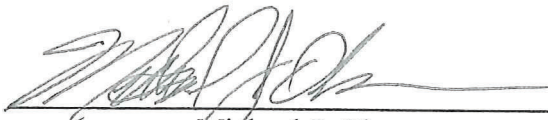
AUTHORITY ACTION TAKEN: Resolution authorizing the Board Chair to approve Request for Service Pattern Change from Kansas City, MO to Denver, CO with Great Lakes Airlines.

Chair: _____



Curtis Griess

Executive Director: _____



Michael J. Olson

A formal request will be presented to the City of Grand Island.

ORIGINAL

RESOLUTION 2009-272

WHEREAS, the Central Nebraska Regional Airport has been working diligently to improve the air service options available to central Nebraskans and to increase the number of enplanements from the Central Nebraska Regional Airport; and

WHEREAS, the Hall County Airport Authority Board has determined that air passengers are underserved by the current Service Pattern as has been documented by a dramatic decrease in service connections between Grand Island and Kansas City over the past three and one half years; and

WHEREAS, on September 9, 2009, the Hall County Airport Authority Board approved a resolution making a request to the Department of Transportation for a Service Pattern Change from Kansas City, MO to Denver, CO with Great Lakes Aviation; and

WHEREAS, the recommendation would serve more passengers in central Nebraska, and would be the best use of federal Essential Air Service subsidies; and

WHEREAS, the City of Grand Island supports the efforts to increase affordable, convenient options for air travel for central Nebraska; and

WHEREAS, increased air traffic to serve central Nebraska would be a valuable asset to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor and City Council of the City of Grand Island hereby pledge their full support, endorsement, and cooperation with the efforts of the Hall County Airport Authority in submitting a request to the Department of Transportation seeking a Service pattern Change with Great Lakes Aviation from Kansas City, Missouri to Denver, Colorado.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to send a letter to the Department of Transportation expressing support of such proposal.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 8, 2009	☐ City Attorney



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item J1

Approving Payment of Claims for the Period of September 23, 2009 through October 13, 2009

The Claims for the period of September 23, 2009 through October 13, 2009 for a total amount of \$5,111,211.40. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item J2

Approving Payment of Claims for the Period of September 23, 2009 through October 13, 2009 for the Veterans Athletic Field Complex

The Claims for the Veterans Athletic Field Complex for the period of September 23, 2009 through October 13, 2009 for the following requisitions.

#4 \$5,571.51

A MOTION is in order.

Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 4

Wells Fargo Bank, National Association, as Escrow Agent ("Agent") under the Escrow Agreement, dated as of June 29, 2009 (the "Agreement"), between the City of Grand Island, NE as Owner ("Owner"), and Agent is hereby requested to disburse from the Escrow Fund created by the Agreement to the person, firm or corporation designated below as Payee the sum set forth below such designation, in payment of the cost of the Project or portion thereof constructed, equipped or installed

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
The Grand Island Independent	P.O. Box 1208 Grand Island, NE 68802	\$206.51	Affidavit
Jerry Harders	10582 W 13 th Street Wood River, NE 68883	\$855.00	Overage based on actual number of bales
Jerry Harders	10582 W 13 th Street Wood River, NE 68883	\$4,510.00	Cut, bale, remove vegetation from Veterans Athletic Field Complex.

The undersigned hereby certifies that:

(a) The amount requested for payment is for payment or reimbursement for a cost or costs of said Project, has not formed the basis of a previous request for payment and is now due and owing;

(b) A bill or bills or other evidence of each obligation of Lessee is attached herewith; and

(c) Owner will indemnify and hold Agent harmless from and against all claims, losses and damages, including legal fees and expenses that may be incurred in connection with the disbursement requested hereby.

In the event that the Payee named on this Requisition is a person, firm or corporation to which reimbursement is due for payment previously paid by such person, firm or corporation for the cost of the Project or portion thereof, written evidence of such prior payment and the amount thereof is also attached to this Requisition.

Executed this 23 day of September
2009.

CITY OF GRAND ISLAND,
NEBRASKA, as Owner

By Mary Lou Brown
Owner Representative

Schedule of Bills

Vendor

Org	Object	Name/Number	Description	Invoice	PO #	WO#	Check #	Amount
40044450	90021	PARKS & RECREATION SUCKS LAKE						
1	7733	GREENWORKS LANDSCAPING & DE	SUCKS LAKE RETAINING WALL CONSTRUCTION	SEPT 2009	19151		0	34,000.00
90122		SOCCER/BALL FIELDS-VETS HOME						
1	214	THE GRAND ISLAND INDEPENDENT	AUG 2009 BILL	09AUG10022600			0	206.51
1	8070	JERRY HARDERS	CUT & BALE VEGETATION COVERAGES	04086	21474		0	855.00
1	8070	JERRY HARDERS	CUT, BALE, REMOVE VEGETATION FOR ATHLETIC COMPLEX	4086	21378		0	4,510.00
40044450 Org Total							39,571.51	

0 * *

206.51 +

855.00 +

4,510.00 +

003

5,571.51*



BILLING DATE		TERMS OF PAYMENT	
08/30/09		DUE BY THE 25TH	
ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
10022600		CITY OF GRAND ISLAND	
SALESPERSON NAME		TOTAL AMOUNT DUE	
104 - Unknown		2,758.68	
CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS
2,758.68	.00	.00	0.00

ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
CITY OF GRAND ISLAND P.O. Box 1968 CITY CLERK GRAND ISLAND NE 68802-1968	THE GRAND ISLAND INDEPENDENT P.O. BOX 1208 GRAND ISLAND, NE 68802-1208

TO ENSURE PROPER CREDIT, PLEASE RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	TYPE	ORDER #	PUBLICATION	DESCRIPTION	SIZE	AMOUNT
08/02/09	BBF			Balance Brought Forward		2,867.28
08/28/09	CSH	20010104		Payment, check # 150876		-2,867.28
	INV	20015054	Grand Island Independent	cc mtg 8/11 08/05/09 Affidavit	Clerk 22	11.84 ✓
	INV	20020293	Grand Island Independent	cc mtg 8/25 08/19/09 Affidavit	Clerk 22	11.84 ✓
	INV	20021731	Grand Island Independent	GRAND ISLAND CIVIL SERVICE COMMISSION NOTICE OF MEETING Noti 08/03/09 Affidavit	HR 23	12.29
	INV	20021954	Grand Island Independent	Brown & Bank of Doniphan Easement 08/05/09 Affidavit	Clerk 30	19.42 ✓
	INV	20021955	Grand Island Independent	Budget Meetings 08/12/09 Affidavit	Clerk 26	17.63 ✓
	INV	20021995	Grand Island Independent	RFP Aeration Basin Improvements 08/05/09 Affidavit	PW 65	33.07 ✓
	INV	20022110	Grand Island Independent	Highway Motels of NE CITY OF GRAND ISLAND NOTICE OF PUBLIC H 08/05/09 Affidavit	Clerk 26	15.63 ✓
	INV	20022315	Grand Island Independent	Mosaic Group Home 08/15/09 Affidavit	Clerk 21	13.39 ✓
	INV	20022642	Grand Island Independent	Budget hearing & summary 08/08/09 Affidavit	Finance 3X4.500	289.07
	INV	20022689	Grand Island Independent	Empire Liquor License 08/15/09 Affidavit	Clerk 24	14.73 ✓



BILLING DATE		TERMS OF PAYMENT	
08/30/09		DUE BY THE 25TH	
ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
10022600		CITY OF GRAND ISLAND	
SALESPERSON NAME		TOTAL AMOUNT DUE	
104 - Unknown		2,758.68	
CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS
2,758.68	.00	.00	0.00

ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
CITY OF GRAND ISLAND P.O. Box 1968 CITY CLERK GRAND ISLAND NE 68802-1968	THE GRAND ISLAND INDEPENDENT P.O. BOX 1208 GRAND ISLAND, NE 68802-1208

TO ENSURE PROPER CREDIT, PLEASE RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	TYPE	ORDER #	PUBLICATION	DESCRIPTION	SIZE	AMOUNT
	INV	20023184	Grand Island Independent	Budget Hearing/Summary 08/12/09 Affidavit	Finance 3X4.500	289.07
	INV	20023440	Grand Island Independent	Parking District Notice of BOECITY OF GRAND ISLAND NOTICE OF 08/13/09,08/20/09,08/27/09 Affidavit	Finance 452	566.17
	INV	20023458	Grand Island Independent	for Chapter 36-96 Parking 08/15/09 Affidavit	Clerk 23	14.29 ✓
	INV	20023464	Grand Island Independent	Natural Gas Supply bids 08/17/09 Affidavit Bold	Utilities 105	55.21 ✓
	INV	20023477	Grand Island Independent	PAINTING OF ISLAND OASIS 08/14/09 Affidavit Bold	Parks 109	54.75 ✓
	INV	20023577	Grand Island Independent	min & claims 7/28 OFFICIAL PROCEEDINGS CITY OF GRAND ISLAND, 08/16/09 Affidavit	Clerk 820	368.74 ✓
	INV	20023607	Grand Island Independent	Ordinance No. 9228 <i>Chapter 5 Animals</i> 08/17/09 Affidavit	Clerk 19	10.50 ✓
	INV	20023643	Grand Island Independent	Grand Island Fire Pension 08/14/09 Affidavit	Clerk 22	11.84 ✓
	INV	20023778	Grand Island Independent	Parks & Rec Dept./Irrigation 08/16/09 Affidavit Bold	Parks 111	55.89 ✓
	INV	20023781	Grand Island Independent	Parks & Rec Dept. Ball Field/Lighting 08/16/09	Parks 112	56.34 ✓



BILLING DATE		TERMS OF PAYMENT	
08/30/09		DUE BY THE 25TH	
ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
10022600		CITY OF GRAND ISLAND	
SALESPERSON NAME		TOTAL AMOUNT DUE	
104 - Unknown		2,758.68	
CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS
2,758.68	.00	.00	0.00

ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
CITY OF GRAND ISLAND P.O. Box 1968 CITY CLERK GRAND ISLAND NE 68802-1968	THE GRAND ISLAND INDEPENDENT P.O. BOX 1208 GRAND ISLAND, NE 68802-1208

TO ENSURE PROPER CREDIT, PLEASE RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	TYPE	ORDER #	PUBLICATION	DESCRIPTION	SIZE	AMOUNT
	INV	20023782	Grand Island Independent	Affidavit Bold Parks & Rec Dept./Well 08/16/09	Parks 81	41.98 ✓
	INV	20024141	Grand Island Independent	Affidavit Bold Permit for Olsson Associates 08/29/09	Clerk 21	13.39 ✓
	INV	20025346	Grand Island Independent	Affidavit spec mtg (budget hrs) 08/22/09	Clerk 23	12.29 ✓
	INV	20025626	Grand Island Independent	Affidavit Parks & Rec Dept - grading improvements 08/26/09	Parks 108	52.30
	INV	20025772	Grand Island Independent	Affidavit Bidders for Demolition and Disposal of Concrete for Anaerobi 08/26/09	PW 98	51.08 ✓
	INV	20026244	Grand Island Independent	Affidavit Bold min & clkaims 8/11 OFFICIAL PROCEEDINGS CITY OF GRAND ISLAND 08/30/09	Clerk 783	352.20 ✓
	INV	20026381	Grand Island Independent	Affidavit minutes cc mtgs 08/30/09	Clerk 697	313.73 ✓
				Affidavit		

HARDERS HAY & LIVESTOCK

10582 West 13th St.
 Wood River, NE 68883
 Phone (308) 382-9286
 Cell (308) 379-3746



N^o 4086

DATE 9-5 Thur 9-12-09

FROM <u>City of Grand Island</u>			TO <u>Parks Administration (New Ball Field)</u>		
QTY	DESCRIPTION	MILES/ACRES	RATE	WEIGHT	TOTAL
	<u>Cut Weeds</u>	<u>78 Ac</u>	<u>15.⁰⁰/Ac</u>	<u>1170-</u>	
	<u>Rd Bale Weeds</u>	<u>213 Bls</u>	<u>15⁰⁰/Bl</u>	<u>3195-</u>	
	<u>Hauling Bales</u>	<u>Flat Rate</u>		<u>1000.-</u>	
					<u>5365.-</u>
TRUCK NO. <u>8550</u>		TRAILER NO. <u>513 5610</u>		DRIVER <u>RJ</u>	

PLEASE PAY FROM INVOICE. NO STATEMENT WILL BE SENT.
 ALL ACCOUNTS DUE WITHIN TEN DAYS FOLLOWING PURCHASE. 2% PER MONTH CHARGED
 ON UNPAID BALANCE OR MINIMUM OF \$1.00 SERVICE CHARGE-THIS IS 24% PER YEAR.

RECEIVED BY _____

We Appreciate Your Business.

DATE _____

Voucher # \$4510.⁰⁰ \$855.⁰⁰

NO #	<u>21378 + 21474</u>
NO #	<u>8070</u>
NO #	<u>4086</u>
DESCRIPTION	<u>Cut vegetation from Athletic Complex</u>
DATE	<u>9/15/09</u>
PHONE #	<u>40044450 - 90122</u>
TOTAL	<u>5,365.00</u>



Purchase Order

100 E 1st St * PO Box 1968 * Grand Island NE 68802-1968
(308) 385-5444 Ext 193

Fiscal Year 2009

Page 1 of 1

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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68801
308-385-5444 EXT 290
308-385-5488 FAX

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	21474-00

**V
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JERRY HARDERS
10582 W 13TH ST
WOOD RIVER NE 68883

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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68801
308-385-5444 EXT 290
308-385-5488 FAX

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location		
09/16/2009	8070	pattib	Patti Buettner		PARKS & RECREATION		
20702							
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
-	OVERAGES FROM PO #21378 - NUMBER OF BALES PER ACRE WAS 213, NOT THE 156 LISTED ON PO 21378. 40044450 - 90122 \$855.00	1.0	Each	\$855.000	\$855.00		
	40044450 - 90122 \$855.00						

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

PO Total	\$855.00
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100 E 1st St * PO Box 1968 * Grand Island NE 68802-1968
(308) 385-5444 Ext 193

Purchase Order

Fiscal Year 2009

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

21378-00

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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68801
308-385-5444 EXT 290
308-385-5488 FAX

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JERRY HARDERS
10582 W 13TH ST
WOOD RIVER NE 68883

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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68801
308-385-5444 EXT 290
308-385-5488 FAX

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				20598			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location		
09/04/2009	8070	pattib	Patti Buettner		PARKS & RECREATION		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
-	EQUIPMENT TO CUT VEGETATION FROM NEW VETERANS ATHLETIC FIELD COMPLEX. 40044450 - 90122			78.0	ACRE	\$15.000	\$1,170.00
-	EQUIPMENT TO BALE VEGETATION FROM VETERANS ATHLETIC FIELD COMPLEX. THIS IS AN APPROXIMATE PRICE BASED ON TWO BALES PER ACRE. THIS PRICE MY GO UP OR DOWN DEPENDING ON NUMBER OF BALES. THIS PRICE IS \$15.00 PER BALE. 40044450 - 90122			156.0	BALE	\$15.000	\$2,340.00
-	LABOR TO REMOVE VEGETATION FROM VETERANS ATHLETIC FIELD COMPLEX. 40044450 - 90122			1.0	Each	\$1,000.000	\$1,000.00
	40044450 - 90122						\$4,510.00

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

PO Total

\$4,510.00



City of Grand Island

Tuesday, October 13, 2009

Council Session

Item J3

Approving Payment of Claims for the Period of September 23, 2009 through October 13, 2009 for the State Fair Recreation Building

The Claims for the Period of September 23, 2009 through October 13, 2009 for the Recreational Building for the following requisitions.

#4 \$8,754.80

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement
(FORM OF PAYMENT REQUEST)

Payment Request No. 004

The City of Grand Island, Nebraska, as lessee (the "Lessee") under that Lease-Purchase Agreement dated as of July 1, 2009 (the "Lease") between Lessee and Wells Fargo Brokerage Services, LLC, (the "Lessor"), hereby requests Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of July 1, 2009 (the "Escrow Agreement") among the Escrow Agent, the Lessor and the Lessee, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Grand Island Abstract, Escrow & Title Co.	704 West 3 rd Street Grand Island, NE 68801	\$8,754.80	Title policy for the State Fair Building; initiated by Wells Fargo

In connection therewith, the undersigned officer of the Lessee hereby certifies as follows:

1. All of the provisions of the Lease and the Escrow Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.
2. The payments to be made to the payees set forth above are for costs of construction and/or acquisition of the Project (as defined in the Escrow Agreement) described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid. Any amounts to be reimbursed to the Lessee are for advances made by the Lessee from its own funds not earlier than May 1, 2009.
3. All of Lessee's representations, covenants and warranties contained in the Lease and the Certificate with Respect to Tax Matters (the "Tax Certificate") were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request, and the Lessee has fully and satisfactorily performed all of its covenants, representations and obligations to date required under the Lease, the Escrow Agreement and the Tax Certificate. No Default Event has occurred under the Lease.
4. The Lessee understands that the Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

5. Please indicate if this Payment Request relates to the final disbursement from the Escrow Fund: Yes X No.

If this Payment Request relates to the final disbursement from the Escrow Fund, the Lessee and the Lessor hereby instruct Escrow Agent to disburse to Lessor the remaining moneys held in the Escrow Fund to be applied to make a partial prepayment on the Rental Payments as set forth in the Lease.

6. Please indicate if this Payment Request reimburses Lessee for any payment or payments previously made by Lessee: Yes X No.

If this Payment Request requests such a reimbursement, the payment or payments for any obligations originally paid by Lessee, for federal income tax purposes, was after May 1, 2009.

7. Lessee attaches hereto the following items:

(a) invoices and/or bills of sale and/or contractor's payment certifications relating to the Project and, if such invoices have been paid by Lessee, evidence of payment thereof;

(b) an insurance certificate showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Jane Brown
Title: Finance Director
Date: September 16, 2009

REQUEST APPROVED BY WELLS FARGO BANK, NATIONAL ASSOCIATION (Grand Island Branch, as assignee)


Authorized Officer

Attachments: 1. Invoices/Certificates for Payment
2. Insurance Certificate (if not previously provided)

GRAND ISLAND ABSTRACT, ESCROW & TITLE CO.
704 West 3rd Street
Grand Island, NE 68801
(308) 382-4651
(308) 382-7782(fax)

Date: September 04, 2009

Invoice #: 3179

Reference: 09-5744

To: City of Grand Island
P.O.Box 1968
Grand Island, NE 68802

Attn: Mary Lou Brown

Legal: Part of the S1/2 22-11-9, Hall County

DEBIT DESCRIPTION	DEBIT	PAID	CREDIT DESCRIPTION	CREDIT	BALANCE
OWNER POLICY	\$8,276.80		OWNER POLICY-HALL COUNTY LIVESTOCK IMPROVEMENT/THE CITY OF GRAND ISLAND		\$8,276.80
RECORDING DOCUMENTS	\$478.00				\$478.00
TOTALS:	\$8,754.80	\$0.00		\$0.00	\$8,754.80

*Title policy for State Fair Bldg
Wah was requested by Wells Fargo*