
City of Grand Island



Tuesday, October 27, 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 27, 2009

Council Session

Item E1

Public Hearing Concerning Change of Zoning for Land Located South of Capital Avenue, East of Geddes Street and West of Sky Park Road from M2 Heavy Manufacturing to R3 Medium Density Residential

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 27, 2009

Subject: Rezone Request for Capital Avenue and Sky Park Road,
from M2 to R3

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

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

Background

Josh Rhoades of Horizon Builders has made a request to rezone properties south of Capital Avenue and west of Sky Park Road from M2 Heavy Manufacturing to R3 Medium Density Residential.

Discussion

At the regular meeting of the Regional Planning Commission, held October 7, 2009, the above item was considered following a public hearing; there was some discussion.

Mike Olson, Airport Executive Director from the Airport Authority spoke against the rezone making points about safety and noise. He stated that most accidents happen within 3 miles of the airport. The airport has plans to expand the runway to the south. This proposed expansion would put planes closer to the proposed housing units during landings and takeoff, the times when planes are loudest. This noise and noise from the existing operations will potentially be a problem for residents living in the area. Mr. Olson stated that he has a professional responsibility to monitor all development within 3 miles of the airport.

K.C. Henke spoke in favor of the rezoning application. He stated that the tenants in the units just to the west of the new proposed units have never complained of noise. Mr. Henke owns those units. He also stated that because they are rental units, people who would be bothered by the planes would move. Henke is not sure how many aircraft are currently coming out of the airport but at this time he does not believe there is substantial traffic. Henke stated there is a huge need for apartments in Grand Island especially; those that are handicap accessible.

Josh Rhoades, the primary applicant, spoke in favor of the rezoning request. If the rezoning is approved he intends to build 32 units on eight lots. They would be similar to the existing units built by Mr. Henke.

The Planning Commission discussed the various issues brought up during the testimony and asked some clarifying questions of those testifying.

Chairman O'Neill asked Nabity if allowing this change would encourage other changes closer to the airport and increase the degree of residential encroachment. Nabity stated that the property adjacent to the airport outside of this area is all planned for either manufacturing or agricultural development. He said that he would not make any recommendations to allow further residential encroachment adjacent to the airport. People can, however, make the request for a zoning change and the planning department, Planning Commission and Council would have to consider the request.

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

Alternatives

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

1. Approve the rezoning request as presented referencing findings of fact made by the planning commission and others identified by Council
2. Modify the rezoning request to meet the wishes of the Council
3. Deny the rezoning request with findings of fact to support the decision
4. Postpone the issue

Recommendation

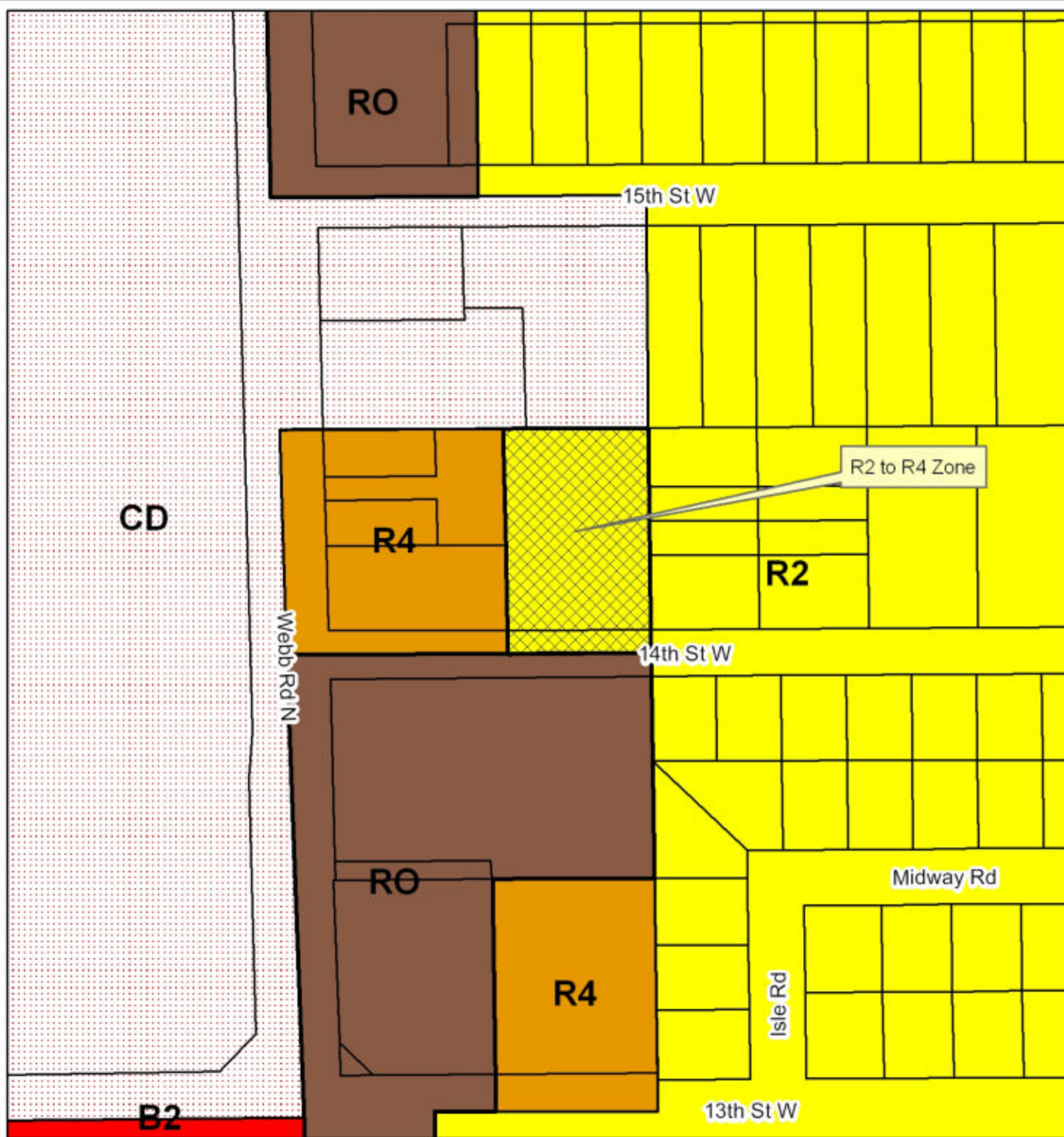
A motion was made by Ruge, seconded by Hayes to approve the rezone request of Capital Ave and Sky Park Rd., as presented with the following findings of fact to support the motion:

1. The proposed runway expansion is not in direct line with the proposed units;
2. The property is already subdivided into lots; and
3. The Comprehensive Plan shows this property as designated for low to medium density residential development.

A roll call vote was taken on the motion with 8 members present 5 voting in favor. (Amick, O'Neill, Ruge, Hayes, Haskins) and 3 members present voting against (Reynolds, Monter, Snodgrass).and this item is forwarded to Council.

Sample Motion

Approve the rezone request for Capital Ave. and Sky Park Road.



Requested Zoning



Scale : NONE
C-19-2009GI



- From R2 : Low Density Residential Zone
- to R4 : High Density Residential Zone



THE OFFICIAL PLANNING AND ZONING DEPARTMENT OF THE CITY OF ORLANDO, FLORIDA

Agenda Item # 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

October 7, 2009

SUBJECT: *Zoning Change (C-01-2010GI)*

PROPOSAL: To rezone approximately 3.9 acres of land south of Capital and west of Sky Park Road, in Grand Island, Hall County, Nebraska, rezone from M2 - Heavy Manufacturing Zone to R3 – Medium Density Residential Zone. The applicant intends to build apartment units similar to those immediately to the west of this property at this location. The adjacent property is zoned R4 High Density Residential

OVERVIEW:

Site Analysis

Current zoning designation:

M2 – Heavy Manufacturing

Permitted and conditional uses:

M2 –Heavy Manufacturing - A wide variety of warehousing, storage, manufacturing and industrial uses and no residential uses. Storage wholesale and retail sale of grain/seed and agricultural chemicals permitted. Minimum lot size of 6000 square feet with 65% coverage.

Comprehensive Plan Designation:

Designated for future development as a low to medium density residential.

Existing land uses.

1 Single Family Residence, vacant property

Proposed Zoning Designation

R3 — Non-profit uses, recreational uses and residential uses at a density of 14 to 15 dwelling units per acre with 50% coverage.

Adjacent Properties Analysis

Current zoning designations:

North: TA- Transitional Agriculture and **M2-** Heavy Manufacturing

East and South: M2- Heavy Manufacturing

West: R4- High Density Residential

Permitted and conditional uses:

TA - Agricultural uses including: raising of livestock, but not confined feeding, raising crops, greenhouses and nurseries and residential uses up to a density of 1 unit per 20 acres. Minimum lot size 20 acres. **R4** — Non-profit uses, recreational uses and residential uses at a density of 42 dwelling units per acre with 60% coverage. **M2** –Heavy Manufacturing - A wide variety of warehousing, storage, manufacturing and industrial uses and no residential uses. Storage wholesale and retail sale of grain/seed and agricultural chemicals permitted.

Minimum lot size of 6000 square feet with 65% coverage.

Comprehensive Plan Designation: **North and East:** Designated for Manufacturing
South and West: Designated for Low to Medium Density Residential.

Existing land uses: **North:** Farm and farm based residential and the Central Nebraska Regional Airport
South: drainage way, Humane Society
East: Farm ground
West: Apartments similar to those proposed for this development

EVALUATION:

Positive Implications:

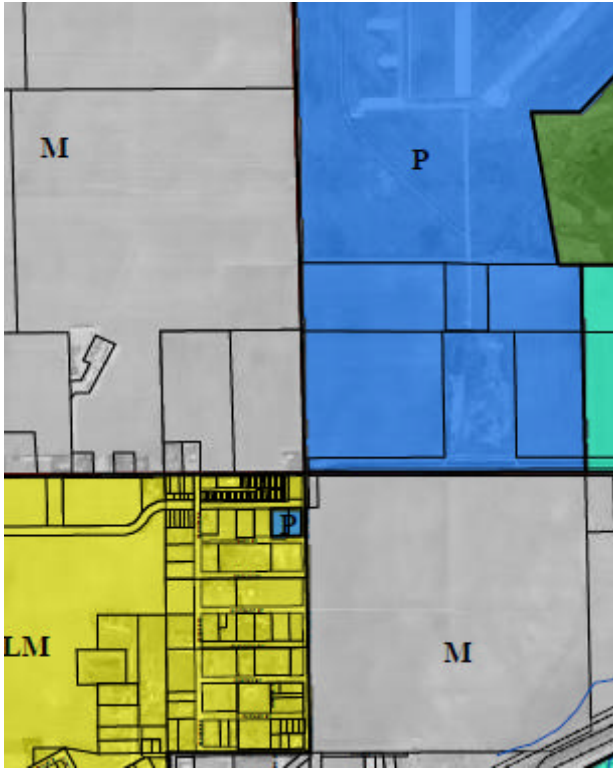
- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for low to medium density residential (typically LLR to R3 zoning).
- *Consistent with existing uses:* This change is consistent with the existing uses in the area. The proposed development is very similar to the new development to the west.
- *Infrastructure is available to support the development:* Water is available to the site and sewer can be extended to serve these lots.
- *Potential reduction in the number of driveways:* There are 25 lots in this area that front onto Capital Avenue each of these lots could access Capital Avenue with a drive way. The project as proposed would reduce this number to 10 lots sharing 5 driveways.

Negative Implications:

- *Proximity to the Airport:* The airport is located just to the north and east of this property. Airports and residences do not make good neighbors as airports are noisy and occasionally planes crash during takeoffs or landings. The airport does have plans to extend the runway by as much as 1300 feet toward Capital Avenue. This will move the end of the runway closer to the proposed development.
- *May inhibit development of manufacturing uses adjacent to this property:* The property to the east of this is planned for manufacturing uses as is most of the property surrounding the airport. The airport is most consistent manufacturing uses. Airports do not mix well with residential uses.

Other Considerations

The this property is already intended for possible low to medium density residential uses as shown below on the Future Land Use Map for the City of Grand Island.



Future Land Use Map of the Area as approved in the Grand Island Comprehensive Plan

This property has been in the City Limits of Grand Island for well over 100 years. Sewer and has not been extended to serve the property but will be with this project. The M2 zoning has been in place since at least the mid 1960's. No commercial or manufacturing development has occurred here.

The majority of the development between Sky Park Road and the Burlington Railroad Overpass is residential on both the north and south sides of Capital Avenue. Residential development is anticipated on the south side of Capital Avenue by the Comprehensive Plan.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from M2-Heavy Manufacturing to R3-Medium Density Residential as requested and shown on the attached map.

_____ Chad Nabity AICP, Planning Director



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item F1

#9241 - Consideration of Change of Zoning for Land Located South of Capital Avenue, East of Geddes Street and West of Sky Park Road from M2 Heavy Manufacturing to R3 Medium Density Residential

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9241

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of Lot Fifty Five (55), in Frank P. Barks' Subdivision No. 3, in the City of Grand Island, Hall County, Nebraska, Lots 1-24 of Sunnyside Subdivision in the City of Grand Island, Hall County, Nebraska, Lots 37-60 of Sunnyside Subdivision in the City of Grand Island, Hall County, Nebraska, and parts of vacated alleys and streets adjacent thereto from M2 Heavy Manufacturing to R3 Medium Density Residential; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island pursuant to the provisions of Sections 36-44 and 36-51; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on October 7, 2009, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on October 27, 2009, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tracts of land are hereby rezoned, reclassified and changed from M2 Heavy Manufacturing to R3 Medium Density Residential:

Parcel 1: Lot Fifty Five (55), in Frank P. Barks' Subdivision No. 3, in the City of Grand Island, Hall County, Nebraska and that part of vacated Edward Street adjacent thereto as shown in Ordinance No. 4804, filed December 19, 1969 in Book 19, Page 362 and that part of the vacated alley adjacent thereto as shown in Ordinance No. 4824, filed February 16, 1970 in Book 20, Page 204; excepting a

ORDINANCE NO. 9241 (Cont.)

certain tract more particularly described in Quitclaim Deed recorded in Book 161, Page 30.

Parcel 2: Lots 1-24 of Sunnyside Subdivision in the City of Grand Island, Hall County, Nebraska.

Parcel 3: Lots 37-60 of Sunnyside Subdivision in the City of Grand Island, Hall County, Nebraska excepting a certain tract more particularly described in Quitclaim Deed recorded in Book 161 Page 30.

Parcel 4: That part of the vacated alley adjacent to parcels 2 and 3 as shown in Ordinance No. 4824 filed February 16, 1970 in Book 20, Page 204.

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Sections 36-44 and 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: October 27, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item G1

Approving Minutes of October 13, 2009 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

October 13, 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 October 13, 2009. Notice of the meeting was given in *The Grand Island Independent* on October 7, 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 Zach Stauffer, Brandon Pfeifer, and Katrina Molholm. Mayor Hornady commented on construction in front of City Hall on 1st Street. The Utilities Department is replacing a water main.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Jeremy Watson, Audio/Visual Technician for Work Performed on Receiving the "Savvy Award". The Mayor and City Council recognized Jeremy Watson, Audio/Visual Technician for his work performed on receiving the "Savvy Award" from 3CMA. Public Information Officer Wendy Meyer-Jerke explained the "Savvy Award". Mr. Watson created a Fire Recruitment Video which gained national recognition through 3CMA. Mr. Watson was present for the recognition. A short clip of the video was shown.

Proclamation "Disability Awareness Month" October, 2009. Mayor Hornady proclaimed the month of October, 2009 as "Disability Awareness Month". Gayle Hahn and Danielle Redman representing State Rehabilitation Council were present to recognize Terry Holcomb and Brad Koza from Wal-Mart for their work with people with disabilities.

Proclamation "National Arts & Humanities Month" October, 2009. Mayor Hornady proclaimed the month of October 2009 as "National Arts & Humanities Month". Tricia Beem, Assistant Director/Group Sales with the Hall County Convention Visitors Bureau was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing Concerning Acquisition of Utility Easement Located at 3815 Arch Avenue (Preferred Pump & Equipment, LP). Gary Mader, Utilities Director reported that a utility easement was needed at 3815 Arch Avenue in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used

to locate underground primary cable and a pad-mounted transformer to provide for increased electrical load. Staff recommended approval. No public testimony was heard.

Public Hearing Concerning Acquisition of Utility Easement Located at Timberline Street and Good Samaritan Place (Evangelical Lutheran Good Samaritan Society). Gary Mader, Utilities Director reported that a utility easement was needed at Timberline Street and Good Samaritan Place 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. The easement for Tracts 1, 3, and 4 would be used for underground primary cable and transformers to supply electrical power to the Good Samaritan Complex. Tract 2 would be used for a public water line and fire hydrant. Staff recommended approval. No public testimony was heard.

Public Hearing Concerning Acquisition of Utility Easement Located Along the West Side of 3515 Old Potash Highway – KIA Dealership (Melodee Anderson). Gary Mader, Utilities Director reported that a utility easement was needed on the west side of 3515 Old Potash Highway – KIA Dealership in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place underground high voltage cable and a pad-mounted transformer. Staff recommended approval. No public testimony was heard.

Public Hearing Concerning Acquisition of Utility Easement Located at 3625 Old Potash Highway (The County of Hall, Nebraska). Gary Mader, Utilities Director reported that a utility easement was needed at 3625 Old Potash Highway in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place underground high voltage cable and a pad-mounted transformer. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda items G-22, G-24, and G-28 were removed for further discussion. Motion by Zapata, second by Ramsey to approve the Consent Agenda excluding items G-22, G-24, and G-28. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 22, 2009 City Council Regular Meeting.

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

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

#2009-242 – Approving Agreement for Funding with the Central Nebraska Ethnic Festival in an Amount of Approximately \$300.00. Councilmember Meyer voted no.

#2009-243 – Approving Agreement for Funding with the Crisis Center, Inc. in an Amount of \$9,600.00. Councilmember Meyer voted no.

#2009-244 – Approving Agreement for Funding with the Grand Island Area Council for International Visitors in an Amount of \$800.00. Councilmember Meyer voted no.

#2009-245 – Approving Agreement for Funding with the Grand Island Hall County Convention & Visitors Bureau in an Amount of \$8,000.00. Councilmember Meyer voted no.

#2009-246 – Approving Agreement for Funding with Izaak Walton Kids Fishing Derby in an Amount of \$1,600.00. Councilmember Meyer voted no.

#2009-247 – Approving Agreement for Funding with Hope Harbor in an Amount of \$3,600.00. Councilmember Meyer voted no.

#2009-248 – Approving Agreement for Funding with the Grand Island Multicultural Coalition in an Amount of \$8,000.00. Councilmember Meyer voted no.

#2009-249 – Approving Agreement for Funding with Senior Citizens Industries, Inc. in an Amount of \$12,000.00. Councilmember Meyer voted no.

#2009-250 – Approving Agreement for Funding with the Clean Community System in an Amount of \$20,000.00. Councilmember Meyer voted no.

#2009-251 – Approving Acquisition of Utility Easement Located at 3815 Arch Avenue (Preferred Pump & Equipment LP).

#2009-252 – Approving Acquisition of Utility Easement Located at Timberline Street and Good Samaritan Place (Evangelical Lutheran Good Samaritan Society).

#2009-253 – Approving Acquisition of Utility Easement Located Along the West Side of 3515 Old Potash Highway – KIA Dealership (Melodee Anderson).

#2009-254 – Approving Acquisition of Utility Easement Located at 3625 Old Potash Highway (The County of Hall, Nebraska/Hornady).

#2009-255 – Approving Award of Engineering Services Contract for Burdick Unit 2 Generator Breaker to Black and Veatch of Kansas City, Missouri in an Amount not to exceed \$84,600.00.

#2009-256 – Approving Change Order #1 for Coal Storage Expansion Project at PGS – 2009 with The Diamond Engineering Company of Grand Island, Nebraska for a reduction of \$17,423.27 and a Revised Contract Amount of \$219,679.81.

#2009-257 – Approving Bid Award for Snow Removal Services for the 2009/2010 Winter Season with The Diamond Engineering Company of Grand Island, Nebraska in the following amounts: Front End Loaders - \$135.00 per hour; Motor Graders - \$155.00 per hour; and Hauling Snow - \$115.00 per hour.

#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) with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$95,206.60.

#2009-259 – Approving Bid Award for 47,000 GVW Dump Truck for Streets Division of the Public Works Department with Hansen International Truck, Inc. of Grand Island, Nebraska in an Amount of \$82,820.00.

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

#2009-263 – Approving Certificate of Final Completion for the 2009 Asphalt Resurfacing Project No. 2009-AC-1 with J.I.L. Asphalt Paving Company of Grand Island, Nebraska.

#2009-264 – Approving Award of Proposal for Engineering Services Related to Aeration Basin Improvements with Black & Veatch Corporation of Kansas City, Missouri in an Amount of to exceed \$384,000.00.

#2009-265 – Approving Bid Award for Improvement Project 2010-WWTP-1 for Construction of Sludge Storage Facility at the Waste Water Treatment Plant with Chief Construction Co. of Grand Island, Nebraska in an Amount of \$395,483.31.

#2009-267 – Approving Bid Award for Furnishing and Installation of Ball Field Lighting at Veterans Athletic Field Complex with Ensley Electrical Services, Inc. of Grand Island, Nebraska in an Amount of \$231,277.00.

#2009-268 – Approving the Following Financial Institutions List for Public Funds: 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.

#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 with Huffman Engineering of Lincoln, Nebraska in an Amount of \$7,800.00.

#2009-270 – Approving Contract for Third Party Administrative Services for Section 125 Plan with TASC of Madison Wisconsin in an Amount of \$3.50 Per Plan Participant Per Month with an Annual Renewal Fee of \$200 in Years Two and Three and Administration of the Run Out Services for the Current Plan in an Amount of \$1.50 Per Plan Participant Per Month.

#2009-260 – Approving Bid Award for Street Sweeper for the Streets Division of the Public Works Department with Nebraska Environmental Products of Lincoln, Nebraska in an Amount of \$168,345.00. Discussion was held regarding the use of a Street Sweeper during the fall months. Questions were asked if this purchase could wait until the spring.

Motion by Ramsey, second by Zapata to approve Resolution #2009-260. Upon roll call vote, Councilmember's Carney, Ramsey, and Zapata voted aye. Councilmember's Meyer, Niemann, Gilbert, Haase, Dugan, and Nickerson voted no. Motion failed.

Motion by Gilbert, second by Haase to delay the purchase of the Street Sweeper until February 2010. Upon roll call vote, Councilmember's Niemann, Gilbert, Haase, Dugan, Ramsey, Zapata, and Nickerson voted aye. Councilmember's Meyer and Carney voted no. Motion adopted.

#2009-262 – Approving Amendment No. 1 to the Agreement with Felsburg, Holt & Ullevig for Quiet Zone Improvements in an Amount not to exceed \$12,600.00 and a Revised Agreement Amount of \$41,200.00. Public Works Director Steve Riehle explained how Amendment No. 1 related to the Quiet Zone Improvements.

Motion by Meyer, second by Gilbert to approve Resolution #2009-262. Upon roll call vote, all voted aye. Motion adopted.

#2009-266 – Approving Contract with PoliceReports. US for On Line Accident Reports. Police Chief Steve Lamken commented on the benefits of a on line accident report system. Comments by council was that this was a win-win situation.

Motion by Haase, second by Dugan to approve Resolution #2009-266. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2009-271 – Approving Change Order No. 1 for Grand Generation Center Kitchen Remodel with Chief Construction Company of Grand Island, Nebraska for an Increase of \$2,229.00 and a Revised Contract Amount of \$197,329.00. Paul Briseno, Assistant to the City Administrator reported that on July 14, 2009 City Council approved a \$193,100 bid award to Chief Construction Company of Grand Island, Nebraska. The City would provide \$140,000 and the Grand Generation Center would fund the remainder of the project cost. Change Order No. 1 included the following: Relocation of Handicap Accessible Doors - \$1,297.00; Relocate Existing Gas Line - \$847.00; and Adding a 6" Drain Line instead of a 4" - \$85.00.

Motion by Meyer, second by Haase to approve Resolution #2009-271. Upon roll call vote, all voted aye. Motion adopted.

#2009-272 – Approving Request for Service Pattern Change for Great Lakes Airlines. Michael Olson, Executive Director of the Central Nebraska Regional Airport reported that the Hall County Airport Authority was requesting a Service Pattern Change from Kansas City, Missouri to Denver, Colorado with great Lakes Airlines. Due to the lack of enplanements from Grand Island to Kansas City, Missouri and the decreased connecting flights the request was for a Service Pattern Change to Denver, Colorado. The Department of Transportation requires the City to concur with this request. Discussion was held concerning improving flight service out of Grand Island. Mr. Olson commented that enplanement had increased.

Motion by Haase, second by Carney to approve Resolution #2009-272. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Meyer to approve the Claims for the period of September 23, 2009 through October 13, 2009, for a total amount of \$4,111,211.40. Unanimously approved.

Motion by Dugan, second by Meyer to approve the Claims for the Period of September 23, 2009 through October 13, 2009 for the Veterans Athletic Field Complex for a total amount of \$5,571,51. Unanimously approved.

Motion by Dugan, second by Meyer to approve the Claims for the Period of September 23, 2009 through October 13, 2009 for the State Fair Recreation Building for a total amount of \$8,754.80. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:00 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item G2

#2009-273 - Approving EMS Field Training Agreements

Staff Contact: Troy Hughes

Council Agenda Memo

From: Troy Shubert, EMS Division Chief

Meeting: October 27, 2009

Subject: EMS Field Training Agreements

Item #'s: G-2

Presenter(s): Troy Hughes, Fire Chief

Background

This Agreement will be utilized for the required field training of advanced EMS students attending from McCook Community College, Southeast Community College and Central Community College. This Agreement also serves for proper certification required by the National Registry of Emergency Medical Technicians, McCook Community College - McCook NE, Southeast Community College - Lincoln NE, Northeast Community College - Norfolk NE and Central Community College - Grand Island NE. We have provided this opportunity in the past and this Agreement will allow us to continue this program.

Discussion

The program allows students to receive field training and experience that allows them to apply what they have learned in the classroom. Under the supervision of an experienced paramedic, the student has the opportunity to learn from real world experiences and is required prior to the students certification. This Agreement has been reviewed and accepted by both the City of Grand Island Legal Department, McCook Community College, Southeast Community College, Northeast Community College and Central Community College,.

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 agreements.

Sample Motion

Move to approve each of the agreements between McCook Community College, Southeast Community College, Northeast Community College and Central Community College and the City Of Grand Island.

AGREEMENT ADVANCED EMS TRAINING FIELD EXPERIENCE

THIS AGREEMENT made this 1st day of July, 2009 by and between McCook Community College (Mid-Plains Community College) McCook, NE; hereinafter referred to as "**College**," and the City of Grand Island, a municipal corporation hereinafter referred to as "**Agency**."

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

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

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

General Conditions:

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

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

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

Responsibilities of the College:

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

(6) (a) The **College** agrees to indemnify and hold harmless the **Agency** against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon the **Agency** for damage because of bodily injuries, including death at any time resulting there from, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the terms of this Agreement, providing such bodily injuries, death or damage to property arise or are claimed to have arisen in whole or in part of the negligence, or any other grounds or legal liability, including violation of any duty imposed by statute or ordinance or regulation, on the part of the **College**, its employees, agents, or students. However, this hold harmless and indemnification agreement by the **College** does not extend to instances and consequences in which the **Agency** employees, in the course of supervision and instruction, engage in intentional torts or any intentional misconduct not covered by the **College's** liability insurance policy.

(b) The **Agency** shall not be called upon to assume charge of the settlement or defense of any claim made or suit, brought or pending, instituted by the **College**, but the **Agency** shall have the right and shall be given the opportunity to associate with the **College** in the defense and control of any suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve, the **Agency**, in which event the **College** shall cooperate in all things in the defense of such claim, suit or proceeding. But this paragraph shall not apply to instances and harm caused by the intentional torts or willful misconduct of **Agency** employees when such is not covered by the **College's** liability insurance policy.

(c) It is agreed that neither any termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the **College** from the obligation to indemnify the **Agency** as to any claim or cause of action asserted against the **Agency** so long as the even upon which said claim or cause of action is predicted shall have occurred prior to the effective date of such termination or completion.

(d) The **College** shall provide and maintain worker's compensation insurance for its employees and general liability insurance, professional liability insurance and/or sell-insurance coverage in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for students and faculty through a combination of insurance and qualification under and participating in the Nebraska Hospital Medical Liability Act for bodily injury or death on account of alleged errors, omissions and/or negligent acts in the performance of professional services.

- (7) The **College** or its students shall provide necessary textbooks and classroom supplies, if needed, in conjunction with the field training internship practice. The **Agency** assumes no responsibility for any loss or theft of personal belongings of the **College** or the students enrolled in the **College's** courses.
- (8) The **College** will keep the **Agency** informed of changes in policy which may affect the students training at the **Agency**.

Responsibilities of the Agency:

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

Termination of Agreement:


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

Miscellaneous Provisions:

- (1) Neither party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to the Agreement or for any act or omission of the other party or its officers, employees or agents, and both parties agree to indemnify and hold the other harmless from any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused or arise out of their own omission, fault, negligence or other misconduct by their employees, independent contractors or volunteers in connection with the Agreement.
- (2) This Agreement may not be assigned or transferred by either party without written consent of the other.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hands and seals on this _____ day of _____, 200~~8~~⁷_{8.26.09}

MCCOOK COMMUNITY COLLEGE
Mid-Plains Community College
Board of Directors
McCook, Nebraska

By: 
Dr. Michael R. Chipps (Name)
College President (Title)

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____

Attest: _____

AGREEMENT ADVANCED EMS TRAINING FIELD EXPERIENCE

THIS AGREEMENT made this 27th day of October 2009 and between Southeast Community College, Lincoln, NE; hereinafter referred to as "**College**," and the City of Grand Island, a municipal corporation hereinafter referred to as "**Agency**."

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

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

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

General Conditions:

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

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

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

Responsibilities of the College:

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

(6) (a) The **College** agrees to indemnify and hold harmless the **Agency** against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon the **Agency** for damage because of bodily injuries, including death at any time resulting there from, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the terms of this Agreement, providing such bodily injuries, death or damage to property arise or are claimed to have arisen in whole or in part of the negligence, or any other grounds or legal liability, including violation of any duty imposed by statute or ordinance or regulation, on the part of the **College**, its employees, agents, or students. However, this hold harmless and indemnification agreement by the **College** does not extend to instances and consequences in which the **Agency** employees, in the course of supervision and instruction, engage in intentional torts or any intentional misconduct not covered by the **College's** liability insurance policy.

(b) The **Agency** shall not be called upon to assume charge of the settlement or defense of any claim made or suit, brought or pending, instituted by the **College**, but the **Agency** shall have the right and shall be given the opportunity to associate with the **College** in the defense and control of any suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve, the **Agency**, in which event the **College** shall cooperate in all things in the defense of such claim, suit or proceeding. But this paragraph shall not apply to instances and harm caused by the intentional torts or willful misconduct of **Agency** employees when such is not covered by the **College's** liability insurance policy.

(c) It is agreed that neither any termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the **College** from the obligation to indemnify the **Agency** as to any claim or cause of action asserted against the **Agency** so long as the even upon which said claim or cause of action is predicted shall have occurred prior to the effective date of such termination or completion.

(d) The **College** shall provide and maintain worker's compensation insurance for its employees and general liability insurance, professional liability insurance and/or sell-insurance coverage in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for students and faculty through a combination of insurance and qualification under and participating in the Nebraska Hospital Medical Liability Act for bodily injury or death on account of alleged errors, omissions and/or negligent acts in the performance of professional services.

- (7) The **College** or its students shall provide necessary textbooks and classroom supplies, if needed, in conjunction with the field training internship practice. The **Agency** assumes no responsibility for any loss or theft of personal belongings of the **College** or the students enrolled in the **College's** courses.
- (8) The **College** will keep the **Agency** informed of changes in policy which may affect the students training at the **Agency**.

Responsibilities of the Agency:

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

Termination of Agreement:

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

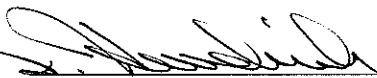
Miscellaneous Provisions:

- (1) Neither party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to the Agreement or for any act or omission of the other party or its officers, employees or agents, and both parties agree to indemnify and hold the other harmless from any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused or arise out of their own omission, fault, negligence or other misconduct by their employees, independent contractors or volunteers in connection with the Agreement.
- (2) This Agreement may not be assigned or transferred by either party without written consent of the other.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hands and seals on this 27 day of October,

~~2008~~ TS
2009 8-26-09

SOUTHEAST COMMUNITY COLLEGE
8800 O St
Lincoln, NE

By: 

Dennis Headrick (Name)

Vice President Instruction (Title)

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____

Attest: _____

AGREEMENT

ADVANCED EMS TRAINING FIELD EXPERIENCE

THIS AGREEMENT made this 27th day of October 2009 by and between Northeast Community College, Norfolk, NE; hereinafter referred to as "**College**," and the City of Grand Island, a municipal corporation hereinafter referred to as "**Agency**."

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

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

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

General Conditions:

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

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

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

Responsibilities of the College:

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

(6) (a) The **College** agrees to indemnify and hold harmless the **Agency** against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon the **Agency** for damage because of bodily injuries, including death at any time resulting there from, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the terms of this Agreement, providing such bodily injuries, death or damage to property arise or are claimed to have arisen in whole or in part of the negligence, or any other grounds or legal liability, including violation of any duty imposed by statute or ordinance or regulation, on the part of the **College**, its employees, agents, or students. However, this hold harmless and indemnification agreement by the **College** does not extend to instances and consequences in which the **Agency** employees, in the course of supervision and instruction, engage in intentional torts or any intentional misconduct not covered by the **College's** liability insurance policy.

(b) The **Agency** shall not be called upon to assume charge of the settlement or defense of any claim made or suit, brought or pending, instituted by the **College**, but the **Agency** shall have the right and shall be given the opportunity to associate with the **College** in the defense and control of any suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve, the **Agency**, in which event the **College** shall cooperate in all things in the defense of such claim, suit or proceeding. But this paragraph shall not apply to instances and harm caused by the intentional torts or willful misconduct of **Agency** employees when such is not covered by the **College's** liability insurance policy.

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(d) The **College** shall provide and maintain worker's compensation insurance for its employees and general liability insurance, professional liability insurance and/or sell-insurance coverage in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for students and faculty through a combination of insurance and qualification under and participating in the Nebraska Hospital Medical Liability Act for bodily injury or death on account of alleged errors, omissions and/or negligent acts in the performance of professional services.

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

Responsibilities of the Agency:

- (1) The **Agency** shall provide training appropriate for learning experience by the students. Both parties will agree upon those patient care activities in which students may participate during the field experience.
- (2) The **Agency** will provide on-site supervision of the student and has the right to determine the level of participation in such patient care activities.
- (3) The **Agency** will provide orientation for the **College** staff so as to enable the **College** staff to coordinate their inner-classroom instruction.
- (4) The **Agency** shall provide emergency health care to students for any accident or illness occurring on the **Agency's** premises at the cost of the student. The **Agency** requires that a report be filed immediately with the **Agency** and **College** if the student has an accident or becomes ill while receiving training.
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Termination of Agreement:

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Miscellaneous Provisions:

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

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hands and seals on this 27 day of October, 2009.

NORTHEAST COMMUNITY COLLEGE
801 E. Benjamin Ave.
P.O. Box 469
Norfolk, NE 68702-0469

By: Lynne D Koski
Lynne D Koski (Name)
VA of Administrative Services (Title)

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____

Attest: _____

AGREEMENT

ADVANCED EMS TRAINING FIELD EXPERIENCE

THIS AGREEMENT made this 23th day of June by and between Central Community College, Grand Island, NE; hereinafter referred to as "**College**," and the City of Grand Island, a municipal corporation hereinafter referred to as "**Agency**."

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

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

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

General Conditions:

- (1) This agreement does not contemplate the payment of any fees or remuneration by either party to the other.
- (2) Neither the students nor the **College** instructors shall be deemed employees of the **Agency** and are not eligible for compensation or benefits. There shall be no monetary consideration paid by the **College** or to the **Agency** for the services of said students or instructors.
- (3) The assigned personnel of the **Agency** and the faculty of the **College** assigned to teach in the programs shall cooperate in providing a sound educational environment for effective patient care. Such persons may confer at such times as may be mutually agreed upon to evaluate the education program.
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parties agree to comply with the Educational Rights and Privacy Act of 1974, as amended governing the privacy of student records.

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(6) (a) The **College** agrees to indemnify and hold harmless the **Agency** against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon the **Agency** for damage because of bodily injuries, including death at any time resulting there from, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the terms of this Agreement, providing such bodily injuries, death or damage to property arise or are claimed to have arisen in whole or in part of the negligence, or any other grounds or legal liability, including violation of any duty imposed by statute or ordinance or regulation, on the part of the **College**, its employees, agents, or students. However, this hold harmless and indemnification agreement by the **College** does not extend to instances and consequences in which the **Agency** employees, in the course of supervision and instruction, engage in intentional torts or any intentional misconduct not covered by the **College's** liability insurance policy.

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

Responsibilities of the Agency:

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

Termination of Agreement:

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

Miscellaneous Provisions:

- (1) Neither party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to the Agreement or for any act or omission of the other party or its officers, employees or agents, and both parties agree to indemnify and hold the other harmless from any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused or arise out of their own omission, fault, negligence or other misconduct by their employees, independent contractors or volunteers in connection with the Agreement.
- (2) This Agreement may not be assigned or transferred by either party without written consent of the other.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hands and seals on this 23 day of June, 2008. 9 th

CENTRAL COMMUNITY COLLEGE
P.O. Box 4903
Grand Island, NE 68802-4903

By: Deborah Brennan
Deborah Brennan (Name)
Executive Vice-President (Title)

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____

Attest: _____

RESOLUTION 2009-273

WHEREAS, McCook Community College, in McCook, Nebraska; Southeast Community College in Lincoln, Nebraska; Northeast Community College in Norfolk, Nebraska; and Central Community College in Grand Island, Nebraska, sponsor an Advanced EMS Training program for students; and

WHEREAS, these Colleges desire to provide such students with field experience in cooperation with the Grand Island Fire Department; and

WHEREAS, such agreements have been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreements by and between the McCook Community College; Southeast Community College, Northeast Community College and Central Community College and the City of Grand Island Fire Department to provide field experience for students of Advanced EMS Training are hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item G3

**#2009-274 - Approving Bid Award for One (1) 2010 Model 90,000
GVW Conventional Truck-Tractor for the Solid Waste 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 27, 2009

Subject: Approving Bid Award for One (1) 2010 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division of the Public Works Department

Item #'s: G-3

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

Background

On October 8, 2009 the Solid Waste Division of the Public Works Department advertised for a 90,000 Pound GVW Conventional Truck-Tractor. Funds for the truck are in the approved 2009/2010 budget on page 231. There is no trade-in because the semi-tractor will be sold to the Waste Water Division.

Discussion

Bids were received and opened on October 20, 2009. The Solid Waste Division of the Public Works Department and the Purchasing Division reviewed the bids that were received.

Bidder	Bid Price	Make
Nebraska Peterbilt of Grand Island, NE	\$90,737	Peterbilt
Nebraska Peterbilt of Grand Island, NE	\$90,887	Peterbilt
Nebraska Truck & Equipment of Lincoln, NE	\$98,371	Mack
Nebraska Truck Center of Grand Island, NE	\$100,981	Freightliner
Nebraska Truck Center of Grand Island, NE	\$109,981	Freightliner
Hansen International of Grand Island, NE	\$89,395	International

Volvo Trucks of Omaha, NE	Bid did not include a Bid Bond, therefore bid could not be considered
---------------------------	--

The bid from Hansen International did not meet bid specifications, in that the engine bid was smaller than what was listed in the bid specifications. The Public Works Department recommends awarding the bid to the next lowest bidder, which is Nebraska Peterbilt.

There are four (4) semi-trucks that make up a part of a front-line fleet that is used to haul solid waste from the transfer station to the landfill. The semi-truck that is being replaced at the Solid Waste Division is a 1998 Ford with 11,231 hours and 269,000 miles. These trucks make four (4), 36 mile round trips per day to the City's landfill, which equates to 144 miles per day. The timeline for this purchase is critical in that new EPA emissions standards will be taking effect in the upcoming month, which will increase the total purchase by an additional \$9,000 due to the cost of the engine and emission control system. It's essential that the fleet is maintained and updated so we can continue to handle solid waste.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of the Peterbilt Conventional Truck-Tractor from Nebraska Peterbilt of Grand Island, Nebraska in the amount of \$90,737.

Sample Motion

Move to approve purchase of the Peterbilt Conventional Truck-Tractor from Nebraska Peterbilt of Grand Island, Nebraska.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 20, 2009 at 11:15 a.m.

FOR: (1) 2010 Model 90,000 GVW Conventional Truck-Tractor

DEPARTMENT: Public Works

ESTIMATE: \$110,000.00

FUND/ACCOUNT: 50530040-85625

PUBLICATION DATE: October 8, 2009

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Hansen International Truck, Inc.</u> Grand Island, NE	<u>Volvo Trucks of Omaha</u> Omaha, NE
Bid Security:	\$4,500.00	Rejected Bid – No Bid Bond
Exceptions:	Noted	
Bid Price:	\$89,395.00	
Delivery Date:	45 days after order	

Bidder:	<u>Nebraska Truck & Equipment Co.</u> Lincoln, NE	<u>Nebraska Peterbilt</u> Grand Island, NE
Bid Security:	Inland Insurance Co.	\$4,544.35
Exceptions:	Noted	None
Bid Price:	\$98,371.54	\$90,887.00 w/Friends \$90,737.00 w/LCL
Delivery Date:	120 days	60 days

Bidder: Nebraska Truck Center, Inc.
Grand Island, NE
Bid Security: \$5,499.05
Exceptions: Noted
Bid Price: \$109,981.00
Delivery Date: 150 days from receipt of order

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

Catrina DeLosh, PW Admin. Assist.
Wes Nespor, Purchasing Agent
Jeff Wattier, Solid Waste Supt.

P1377

RESOLUTION 2009-274

WHEREAS, the City of Grand Island invited sealed bids for one (1) 2010 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division, according to specifications on file with the Public Works Department; and

WHEREAS, on October 20, 2009 bids were received, opened and reviewed; and

WHEREAS, Nebraska Peterbilt 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 \$90,737; and

WHEREAS, the bid of Nebraska Peterbilt of Grand Island, Nebraska is less than the estimate for the one (1) 2010 Model 90,000 GVW Conventional Truck-Tractor.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Peterbilt of Grand Island, Nebraska in the amount of \$90,737 for one (1) 2010 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division of the Public Works Department is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 22, 2009	☐ City Attorney



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item G4

**#2009-275 - Approving Bid Award for Downtown Parking Lot
Snow Removal Operations 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 27, 2009

Subject: Approving Bid Award for Downtown Parking Lot Snow Removal Operations for the 2009/2010 Winter Season

Item #'s: G-4

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

Background

On October 14, 2009 the Engineering Division of the Public Works Department advertised for bids for Downtown Parking Lot Snow Removal Operations for the 2009/2010 winter season including equipment and labor.

There were four (4) potential bidders for this work.

Discussion

One bid was received and opened on October 20, 2009. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bid that was received. The bid is shown below.

Bidder	Description	Unit	Estimate
A-1 Snow Removal	Trucks for hauling snow	\$ 50.00 per load	\$170.00 per load
	Front End Loaders/Tractors	\$132.00 per hour	\$200.00 per hour
	Tractor with Pull Blade (minimum 12' width)	\$330.00 per hour	\$160.00 per hour

Exceptions:

*Loader is a Case 580 with a Box Blade

**Front Wheel Assist Tractor with 24' Mounted Box Blade

The bid specifications and estimate for a tractor with pull blade were prepared based on a minimum 12 feet width. A-1 Snow Removal bid a front wheel assist tractor with a 24' mounted box blade. The front wheel assist and 24' width will allow more snow to be moved in less time, which should balance out the difference between the estimate and the bid price.

This is the third year that bids have been solicited for such snow removal, with A-1 Snow Removal being the only bidder all three years. Section 27-12 of City Code authorizes the Council to name a sole source provider in appropriate situations after advertising for competitive bids. The Public Works Department is requesting that A-1 Snow Removal be awarded the bid for the 2009/2010 snow removal season, as well as being named the sole source provider for such work.

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 Downtown Parking Lot Snow Removal Operations to A-1 Snow Removal of Grand Island, Nebraska, name this company as sole source provider for such work and authorize the Mayor to execute a contract for the work.

Sample Motion

Move to approve awarding the bid for Downtown Parking Lot Snow Removal Operations to A-1 Snow Removal of Grand Island, Nebraska, name this company as sole source provider for such work and authorize the Mayor to execute a contract for the work.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 20, 2009 at 11:30 a.m.

FOR: Downtown Parking Lots Snow Removal Operations

DEPARTMENT: Public Works

ESTIMATE:

Trucks for Hauling Snow	\$170.00 per hour
Front End Loaders/Tractors	\$200.00 per hour
Tractor with Pull Blade	\$160.00 per hour

FUND/ACCOUNT: 27010001-85249

PUBLICATION DATE: October 14, 2009

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: A-1 Snow Removal
Grand Island, NE

Exceptions: Noted

Bid Price:

Trucks for Hauling Snow	\$50.00 per load
Front End Loaders/Tractors	\$132.00 per hour
Tractor with Pull Blade	\$330.00 per hour

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

Catrina DeLosh, PW Admin. Assist.
Wes Nespor, Purchasing Agent
Tom Carlson, PW Engineer

P1378

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this **27th** day of **October, 2009**, by and between **A-1 Snow Removal**, hereinafter called the Contractor and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing equipment and labor for snow removal operations; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder complying with Chapter 73, Revised Statutes of Nebraska, and has duly awarded to said Contractor a contract therefore, for the sum or sums named in the Contractor's bid proposal, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the contractor shall (a) furnish all tools equipment, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached Specifications Bid Form, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid proposal;

ARTICLE II. In consideration of the Contractor performing the provisions of this contract, the City agrees to pay for labor and equipment as follows:

- | | | |
|----|--|--------------------------|
| a. | Trucks for Hauling Snow
(10 cubic yard) | \$50.00 per load |
| b. | Front End Loaders / Tractors
(minimum 3 cubic yard) | \$132.00 per hour |
| c. | Tractor with Pull Blade
(minimum 12' width) | \$330.00 per hour |

payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. Lots to be cleared of snow are as follows:

- Lot at N Pine and South Front (Southeast corner)
- Lot at N Pine and W 3rd (Southeast corner)
- Lot at N Locust and W South Front (Southeast corner)
- Lot at N Walnut and W South Front (Northeast corner)
- Lot at N Walnut and W South Front (Southeast corner)
- Lot at N Walnut and W 2nd (Northeast corner)
- Lot at N Walnut and W 1st (Southeast corner)
- Lot at S Wheeler and W 1st (Southeast corner)
- Parking Ramp at N Locust and W 1st (Northeast corner) – Loading & Hauling Only

ARTICLE III. There will be no need for materials or supplies to be incorporated into this particular work for the City.

ARTICLE IV. The term of this agreement shall be from the date of the last party signing the contract to September 30, 2010. The agreement shall be automatically extended in one year increments upon the same terms and conditions unless terminated by service of notice of termination by any party on or before July 31st of any year this agreement continues in full force and effect.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VI. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VII. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

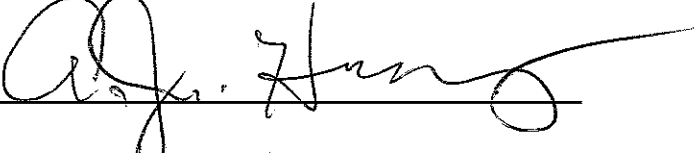
ARTICLE VIII. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget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

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

ARTICLE X. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

A-1 Snow Removal

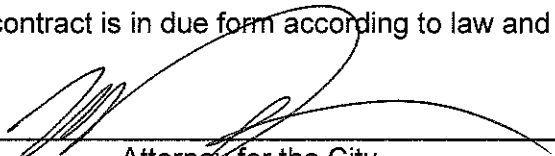
By  Date 10-21-09
Title Owner

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest _____
City Clerk

The contract is in due form according to law and hereby approved.

 Date 10.22.09
Attorney for the City

R E S O L U T I O N 2009-275

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

WHEREAS, on October 20, 2009, one bid was received, opened and reviewed; and

WHEREAS, A-1 Snow Removal 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>
Trucks	\$ 50.00 per load
Front End Loaders/Tractors	\$132.00 per hour
Tractor w/ Pull Blade	\$330.00 per hour

WHEREAS, A-1 Snow Removal of Grand Island, Nebraska has been the sole bidder for the past three years; and City Code Section 27-12 allows the Council to determine there is only one source for a service after advertising for competitive bids.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of A-1 Snow Removal of Grand Island, Nebraska for snow removal operations in the amounts identified above is hereby approved as the lowest responsible bid submitted.

BE IT FURTHER RESOLVED, that A-1 Snow Removal of Grand Island, Nebraska is named the sole source provider for downtown parking lot snow removal operations.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such snow removal operations 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 27, 2009.

Margaret Hornady, Mayor

Attest:

Approved as to Form <input type="checkbox"/> _____ October 22, 2009 <input type="checkbox"/> City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item G5

#2009-276 - Approving Changes to the 2009/2010 Fee Schedule

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 27, 2009

Subject: Approving Changes to the 2009/2010 Fee Schedule

Item #'s: G-5

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

Background

The City Council approved Black & Veatch's Cost of Service Based Rate Study Report at the June 9, 2009 city council meeting.

The study recommended that there be 3 flow rate charges. The 1st flow rate charge would be for customers that use the City's sanitary sewer collection system. The 2nd flow rate charge would be for low strength industrial customers using the City's collection system. The 3rd flow rate charge would be for customers that build, own and maintain the sanitary sewer main that connects directly to the city's Waste Water Treatment Plant (WWTP). Customers that do not use the city's collection system are not charged for the cost to own and maintain that system.

Discussion

The rates that were recommended in Black & Veatch's report were incorporated into the Fee Schedule that was approved at the June 23, 2009 city council meeting. The rates inadvertently omitted the 3rd flow rate charge for customers that do not use the collection system and are connected directly to the city's WWTP.

During discussions with consulting engineers on the WWTP capacity, the rate study, and industrial waste water permitting, it was recommended that the fee schedule for Ammonia be changed to Total Kjeldahl Nitrogen (TKN) because TKN is the parameter used in the WWTP's discharge permit issued by the Nebraska Department of Environmental Quality.

The flow rate charge and switch to billing for TKN instead of Ammonia should be added to the fee schedule and be retroactive to October 1, 2009 to match other changes to the fee schedule that began on October 1st.

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 recommended fees.

Sample Motion

Move to modify the existing fee schedule.

Wastewater Treatment Fee Schedule

<u>WASTEWATER TREATMENT</u>	FY 2008	FY 2009	FY 2010	Revision
Sewer Tap Permit (SEE ENGINEERING FEES)				
Sewer Service Charge Per Month	8.00	8.24	8.24	
Monthly Sewer Bill For Customers Not Hooked To City Water	18.68	19.24	19.24	
TV Inspection of Sanitary Sewer (Minimum \$100.00 Charge)	0.59	0.61	0.61	
<i>SEPTIC TANK CHARGES</i>				
Charge For Septic Tank Sludge Minimum Fee	7.42	7.64	7.64	
Charges For Septic Tank Sludge Per 100 Gallons	6.76	6.96	6.96	
Charges For High Strength Septic Sludge Per 1,000 Gallons		400.00	400.00	
<i>FLOW CHARGES</i>				
Cost per 100 Cubic Feet of Flow (customers discharging directly into City's Treatment Plant)				1.29
Cost per 100 Cubic Feet of Flow (customers using City's collection system)	1.33	1.37	1.45	
Cost per 100 Cubic Feet of Flow (low strength customers using City's collection system)	0.41	0.42	0.58	
<i>INDUSTRIAL WASTE SURCHARGES</i>				
BOD Charges \$/lb Over 250 mg/l	0.2724	0.2806	0.2806	
SS Charges \$/lb Over 250mg/l	0.2116	0.2180	0.2180	
Oil & Grease \$/lb Over 100 mg/l	0.0111	0.0115	0.1465	
Ammonia Total Kjeldahl Nitrogen (TKN) (\$/lb Over 30 mg/l)	0.3620	0.3729	0.5539	
<i>LOW STRENGTH INDUSTRIAL SERVICE FOUR-PART CHARGES</i>				
BOD Charges (\$/lb Over 0 mg/l)	0.2724	0.2806	0.2806	
SS Charge (\$/lb Over 0 mg/l)	0.2116	0.2180	0.2180	
Oil & Grease (\$/lb Over 0 mg/l)	0.0111	0.0115	0.1465	
Ammonia Total Kjeldahl Nitrogen (TKN) (\$.lb Over 0 mg/l)	0.3620	0.3729	0.5539	
<i>HYDROGEN SULFIDE CHARGES</i>				
Total Sulfide Charges For Industrial discharging directly into City's Treatment Plant = \$9160.00/per month- Plus Total Sulfide \$/lb Over 0 mg/l	0.1215	0.1252	0.3569	
Total Sulfide \$/lb Over 0 mg/l (for customer's using City's collection system)	0.1215	0.1252	0.3569	

RESOLUTION 2009-276

WHEREAS, the 2009/2010 budget process updated the Fee Schedule for the Wastewater Division's fees; and

WHEREAS, it is necessary to modify the Wastewater Fee Schedule for the flow charge per 100 cubic feet for customers not using the City's sanitary sewer collection system; and

WHEREAS, it is also necessary to modify the Wastewater Fee Schedule to switch from Ammonia to Total Kjeldahl Nitrogen (TKN).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2009/2010 Fee Schedule be modified and the charges incorporated into the 2009/2010 budget.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item G6

**#2009-277 - Approving Engineering Services for Uranium
Removal Methods Evaluation**

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: October 27, 2009

Subject: Uranium Removal Methods Evaluation Engineering
Services – Request for Proposals

Item #'s: G-6

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

Background

The City's municipal water system is supplied primarily from its Platte River Wellfield. This wellfield is comprised of 21 wells and a pumping station. Recent testing for state regulatory requirements has indicated composite uranium levels to be approaching the Maximum Containment Level (MCL) established by the EPA. Testing of individual wells for uranium has indicated some wells exceeded the MCL. To allow use of these wells during high water system demand periods, additional piping was installed in the past year to allow blending with lower uranium concentration wells.

As a proactive measure, in case uranium levels can not be controlled below the new MCL by well blending, the department recommends that more detailed investigation be undertaken to determine uranium removal methods and evaluate those best suited for the Grand Island system. Factors in the evaluation would include; the review of available technologies; amount of uranium removal; capital costs; operational costs; and waste disposal. This type of evaluation is best performed by engineering consultants with wide ranging experience in the design of water treatment systems and with expertise in treatment economics and water chemistry.

A Request for Proposals was developed and advertised in accordance with City Purchasing Policy. The Request for Proposal was based on firms providing a "not to exceed" price for a preliminary evaluation of uranium removal options. Should further evaluation of treatment processes, such as pilot testing, or actual implementation of treatment processes be required, billing rates were required as part of the proposals to allow the City to negotiate subsequent phases of a project should that be deemed necessary. Company and personnel experience in the field of water treatment were

required for evaluation of the proposals, including detailed design and construction management experience.

History:

In 2003, the new regulation placing a MCL on uranium in drinking water became effective. Uranium is a naturally occurring element in the aquifers of Nebraska and other states across the nation. Implementation of the new MCL began with the sampling of the state's municipal water systems in accordance with the EPA specified testing protocol. Samples of the Grand Island water supply for regulatory compliance were first taken in 2004. The sampling protocol requires testing for four consecutive quarters, with the average of the year long sampling results being the level by which system compliance is established.

Sampling and testing of the Grand Island water system thus far show full compliance with the EPA regulation. Uranium is naturally occurring in the aquifer in central Nebraska. Uranium is not an acute concern but rather is a concern over a lifetime of exposure. According the *Neb-Guide from the University of Nebraska*, "...uranium in water supplies produces very little radioactivity, the health effects from exposure to uranium are primarily thought to be associated with the chemical properties of soluble uranium. Studies suggest that ingestion of high levels of uranium may be associated with an increased risk of kidney damage...Exposure to soluble uranium in drinking water has not been shown to increase the risk of developing cancer."

Discussion

The Request for Proposals for engineering services for the evaluation of uranium removal methods for the City's municipal water system was publically advertised in accordance with the City Purchasing Code. Proposals from the following firms were received:

Company

Olsson Associates
HDR Engineering, Inc.
CH2M Hill

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 utility engineering staff. A tabulation of the evaluations factors indicated a consensus for HDR Engineering. 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 Uranium Removal Methods Evaluation-Engineering Services to HDR Engineering, Inc., of Lincoln, Nebraska.

Sample Motion

Move to approve the proposal from HDR Engineering, of Lincoln, Nebraska, for the Uranium Removal Methods Evaluation-Engineering Services as submitted.



Wes Nespor, Purchasing Agent

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Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
URANIUM REMOVAL METHODS EVALUATION ENGINEERING SERVICES**

RFP DUE DATE: October 8, 2009 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: September 22, 2009

NO. POTENTIAL BIDDERS: 4

SUMMARY OF PROPOSALS RECEIVED

CH2M Hill
Omaha, NE

Olsson Associates
Lincoln, NE

HDR Engineering, Inc.
Lincoln, NE

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

Bob Smith, Assist. Utilities Director
Mary Lou Brown, Finance Director
Wes Nespor, Purchasing Agent
Karen Nagel, Utilities Secretary

P1372

RESOLUTION 2009-277

WHEREAS, the City's municipal water system is supplied primarily from its Platte River Wellfield; and

WHEREAS, recent testing for state regulatory requirements has indicated composite uranium levels to be approaching the Maximum Containment Level (MCL) established by the EPA; and

WHEREAS, additional piping was installed in the past year to allow blending with lower uranium concentration wells at the Wellfield; and

WHEREAS, in case uranium levels can not be controlled below the new MCL by well blending, the Utilities Department recommends that more detailed investigation be undertaken to determine uranium removal methods and evaluate those best suited for the Grand Island system by engineering consultants with wide ranging experience in the design of water treatment systems and with expertise in treatment economics and water chemistry; and

WHEREAS, a Request for Proposal was developed and advertised in accordance with City Purchasing Policy, providing a "not to exceed" price for a preliminary evaluation of uranium removal options; and

WHEREAS, the proposal of HDR Engineering, Inc., of Lincoln, Nebraska for the Uranium Removal Methods Evaluation 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 \$79,704.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of HDR Engineering, Inc., of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2009

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
October 22, 2009	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item G7

**#2009-278 - Approving Bid Award - Tree Trimming Contract 2010-
TT-1**

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: October 27, 2009

Subject: Tree Trimming Contract 2010-TT-1

Item #'s: G-7

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

Background

Proper clearance between trees and power lines is very important to the safe operation and maintenance of the City's electric system. The Utilities Department has one crew dedicated to Right-of-Way maintenance and also uses the services of contractors when necessary to maintain line clearance for the over 500 miles of distribution and transmission lines. Specifications for Contract 2010-TT-1 were prepared for private contractors to provide bids for tree trimming services for the clearances needed for safe, reliable electrical service.

A drawing showing the sections to be trimmed in 2010 is attached.

Discussion

The contract documents provide for trees to be trimmed from electrical circuits in 15 separate areas. The project was publicly advertised and specifications were sent to twelve potential bidders. The bids were publicly opened at 11:00 a.m. on October 15, 2009 in accordance with City Procurement Codes. Bids were received from five firms and have been checked and evaluated.

The project specifications provide that the City may select any or all sections to be awarded in this Contract, or the City may award all sections to a single Contractor, or award individual sections to multiple Contractors, whichever method provides the best and lowest overall bid.

Section	Leetch Tree Service Grand Island, NE	Asplundh Tree Expert Co Fairfax, IA	Sheffield Tree Service Grand Island, NE	Tom's Tree Service Grand Island, NE	Wright Tree Service Des Moines, IA	Low Bid per Section
1	\$4,987.00	\$10,888.00	No Bid	No Bid	\$25,200.00	\$4,987.00
2	\$21,685.00	\$35,551.00	No Bid	No Bid	\$43,280.00	\$21,685.00
3	\$8,750.00	\$31,807.00	No Bid	No Bid	\$38,500.00	\$8,750.00
4	\$2,875.00	\$5,575.00	No Bid	\$17,500.00	\$17,600.00	\$2,875.00
5	\$7,645.00	\$18,327.00	No Bid	No Bid	\$18,640.00	\$7,645.00
6	\$5,595.00	\$27,678.00	No Bid	\$16,000.00	\$10,800.00	\$5,595.00
7	\$9,350.00	\$16,418.00	No Bid	No Bid	\$33,140.00	\$9,350.00
8	\$12,450.00	\$56,407.00	No Bid	\$28,000.00	\$32,000.00	\$12,450.00
9	\$4,825.00	\$3,649.00	\$6,500.00	\$5,500.00	\$4,500.00	\$3,649.00
10	\$7,315.00	\$29,217.00	No Bid	\$24,000.00	\$24,700.00	\$7,315.00
11	\$4,950.00	\$8,464.00	No Bid	\$17,500.00	\$17,820.00	\$4,950.00
12	\$7,575.00	\$16,845.00	No Bid	\$27,000.00	\$17,240.00	\$7,575.00
13	\$5,562.00	\$6,604.00	\$4,500.00	\$14,000.00	\$9,000.00	\$4,500.00
14	\$9,150.00	\$32,696.00	No Bid	\$15,000.00	\$15,280.00	\$9,150.00
15	\$5,562.00	\$4,219.00	No Bid	\$1,400.00	\$4,800.00	\$1,400.00
Low Section Total	\$102,327.00	\$3,649.00	\$4,500.00	\$1,400.00		\$111,876.00

There were no exceptions taken by any of the Bidders and they are qualified to do the contract work. All bids were evaluated and are in compliance with the specifications.

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

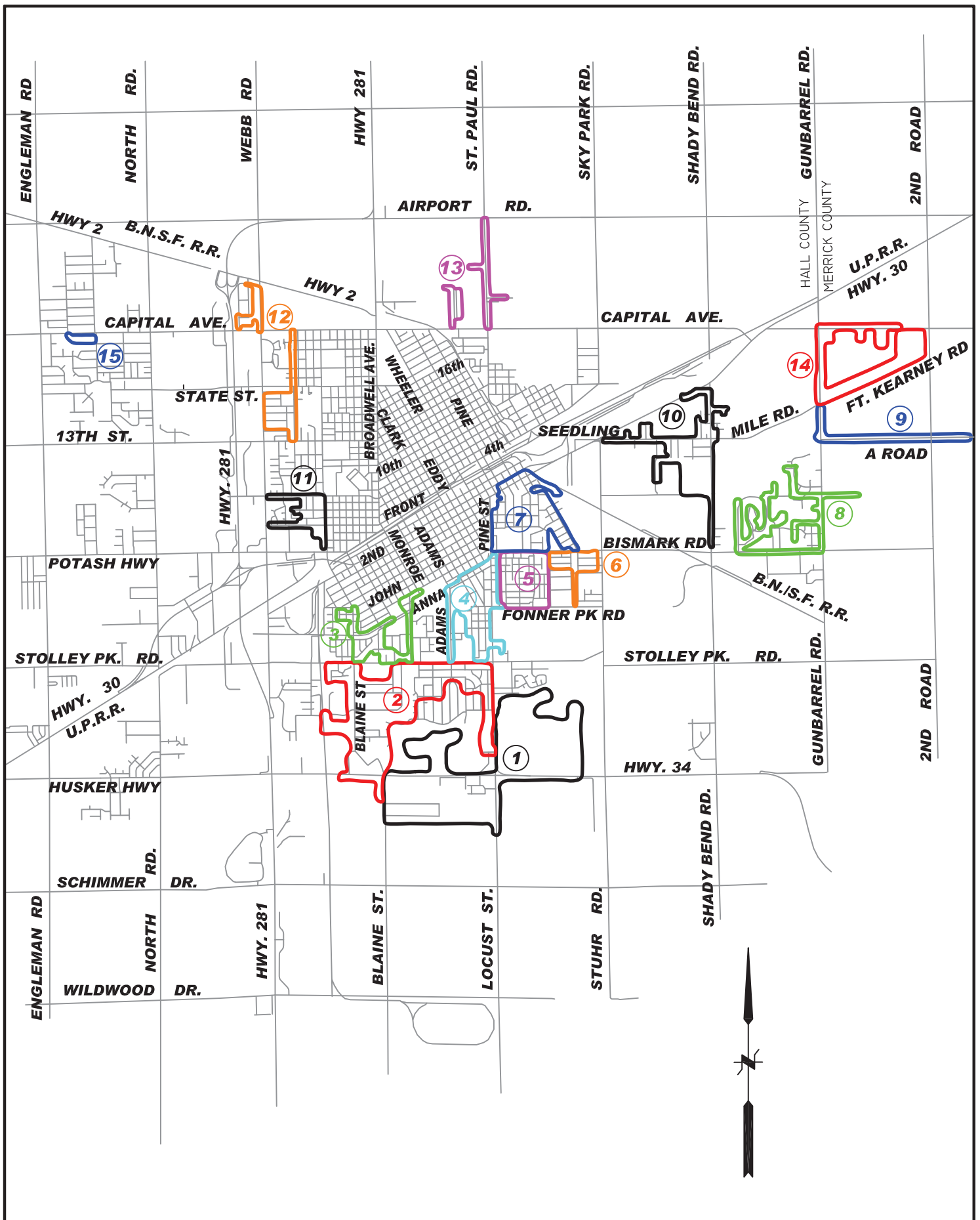
City Administration recommends that the Council award the trimming contract to individual contractors by section as provided for in the specifications in the following manner:

Leetch Tree Service of Grand Island, Sections 1,2,3,4,5,6,7,8,10,11,12, &14 in the amount of \$102,327.00; Asplundh Tree Experts of Fairfax, IA, Section 9 in the amount of \$3,649.00; Sheffield Tree Service of Grand Island, Section 13 in the amount of \$4,500.00; and Tom's Tree Service of Grand Island, Section 15 in the amount of \$1,400.00.

The total amount to award all sections is \$111,876.00, which is less than the project estimate of \$150,000.00.

Sample Motion

Move to approve the Tree Trimming Contract 2010-TT-1 to Leetch Tree Service, Asplundh Tree Expert Company, Sheffield Tree Service, and Tom's Tree Service, based upon the lowest bid for each individual section.



Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

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

FOR: Tree Trimming Contract 2010-TT-1

DEPARTMENT: Utilities

ESTIMATE: \$150,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: September 14, 2009

NO. POTENTIAL BIDDERS: 11

SUMMARY

Bidder:	<u>Asplundh Tree Expert Co.</u>	<u>Leetch Tree Service</u>
	Fairfax, IA	Grand Island, NE
Bid Security:	Travelers Casualty & Surety	Western Surety Company
Exceptions:	None	None

Bid Price:		
Section 1:	\$10,888.00	\$ 4,987.00
Section 2:	\$35,551.00	\$21,685.00
Section 3:	\$31,807.00	\$ 8,750.00
Section 4:	\$ 5,575.00	\$ 2,875.00
Section 5:	\$18,327.00	\$ 7,645.00
Section 6:	\$27,678.00	\$ 5,595.00
Section 7:	\$16,418.00	\$ 9,350.00
Section 8:	\$56,407.00	\$12,450.00
Section 9:	\$ 3,649.00	\$ 4,825.00
Section 10:	\$29,217.00	\$ 7,315.00
Section 11:	\$ 8,464.00	\$ 4,950.00
Section 12:	\$16,845.00	\$ 7,575.00
Section 13:	\$ 6,604.00	\$ 5,562.00
Section 14:	\$32,696.00	\$ 9,150.00
Section 15:	\$ 4,219.00	<u>\$ 5,562.00</u>

Total Price:	\$304,345.00	\$118,276.00
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Bidder:	<u>Sheffield Tree Service</u> Grand Island, NE	<u>Wright Tree Service</u> West Des Moines, IA
Bid Security:	Western Surety Company	Merchants Bonding Company
Exceptions:	None	None

Bid Price:		
Section 1:	No Bid	\$25,200.00
Section 2:	No Bid	\$43,280.00
Section 3:	No Bid	\$38,500.00
Section 4:	No Bid	\$17,600.00
Section 5:	No Bid	\$18,640.00
Section 6:	No Bid	\$10,800.00
Section 7:	No Bid	\$33,140.00
Section 8:	No Bid	\$32,000.00
Section 9:	\$ 6,500.00	\$ 4,500.00
Section 10:	No Bid	\$24,700.00
Section 11:	No Bid	\$17,820.00
Section 12:	No Bid	\$17,240.00
Section 13:	\$ 4,500.00	\$ 9,000.00
Section 14:	No Bid	\$15,280.00
Section 15:	<u>No Bid</u>	<u>\$ 4,800.00</u>
Total Price:	\$11,000.00	\$312,500.00

Bidder:	<u>Tom's Tree Service</u> Grand Island, NE
Bid Security:	Old Republic Surety Company
Exceptions:	None

Bid Price:	
Section 1:	No Bid
Section 2:	No Bid
Section 3:	No Bid
Section 4:	\$17,500.00
Section 5:	No Bid
Section 6:	\$16,000.00
Section 7:	No Bid
Section 8:	\$28,000.00
Section 9:	\$ 5,500.00
Section 10:	\$24,000.00
Section 11:	\$17,500.00
Section 12:	\$27,000.00
Section 13:	\$14,000.00

Section 14:	\$15,000.00
Section 15:	<u>\$ 1,400.00</u>
Total Price:	\$165,900.00

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator
Tom Barnes, Eng. Mgr.

Bob Smith, Assist. Utilities Director
Wes Nespor, Purchasing Agent
Pat Gericke, Utilities Admin. Assist.

P1369

R E S O L U T I O N 2009-278

WHEREAS, the City of Grand Island invited sealed bids for Tree Trimming Project 2010-TT-1 for the Utilities Department, according to the plans and specifications on file with the Utilities Department; and

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

WHEREAS, the requested work has been divided into 15 sections in order to achieve the best and lowest cost, and to expedite the completion of the work; and

WHEREAS, Leetch Tree Service of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$102,327.00 for Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, and 14 of the contract; and

WHEREAS, Asplundh Tree Experts of Fairfax, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$3,649.00 for Section 9 of the contract; and

WHEREAS, Sheffield Tree Service of Grand Island, Nebraska, submitted a bid in the accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$4,500.00 for Section 13 of the contract; and

WHEREAS, Tom's Tree Service of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirement contained therein, such bid being in the amount of \$1,400.00 for Section 15 of the contract; and

WHEREAS, the combined total of the lowest bids for the above listed fifteen sections represents the lowest responsible bid for said project.

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

1. The bid of Leetch Tree Service of Grand Island, Nebraska, in the amount of \$102,327.00 for Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, and 14 of the contract is hereby approved as the lowest responsive bid submitted for those sections.

2. The bid of Asplundh Tree Experts of Willow Grove, Pennsylvania, in the amount of \$3,649.00 for Section 9 of the contract is hereby approved as the lowest responsive bid submitted for this section.

Approved as to Form <input type="checkbox"/> _____ October 22, 2009 <input type="checkbox"/> City Attorney

. 3. The bid of Sheffield Tree Service of Grand Island, Nebraska, in the amount of \$4,500.00 for Section 13 of the contract is hereby approved as the lowest responsive bid submitted for this section.

. 4. The bid of Tom's Tree Service of Grand Island, Nebraska, in the amount of \$1,400.00 for Section 15 of the contract is hereby approved as the lowest responsive bid submitted for this section.

 5. A contract for such project be entered into between the City and such contractors; and 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 27, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item G8

#2009-279 - Approving Confidentiality Agreement Between the City of Grand Island, Utilities Department and Midwest Wind Energy Development Group

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: October 27, 2009

Subject: Confidentiality Agreement with Midwest Wind Energy Development Group

Item #'s: G-8

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

Background

The Utilities Department has made efforts to be involved in developing technologies regarding renewable energy. Presently, the most cost effective form of renewable energy is wind energy. Since 1998, the City's Utilities Department has participated with other of the state's utilities in Wind Turbine projects.

Springview Project:

Grand Island first became involved with wind energy in 1998 with the development of the "Nebraska Distributed Wind Generation Project" or NDWG, often referred to as the "Springview Project" because of its proximity to that community in north central Nebraska. The project included two 750 kilowatt wind turbines installed near Springview, Nebraska. Half of the cost of the project was funded by a grant from the Electric Power Research Institute/Department of Energy-Turbine Verification Program. NDWG is a joint project among Nebraska utilities that includes Auburn Utilities, Grand Island Utilities, KBR Power District, Lincoln Electric System, the Municipal Energy Agency of Nebraska and Nebraska Public Power District. Grand Island has received an average of six megawatt hours of energy per month from NDWG. This is enough energy to supply approximately six houses for one month. Due to rising maintenance costs, increasing equipment failures and unit downtime, this facility was decommissioned in August of this year. Including the salvage value of the turbines, the final production cost was approximately \$23/megawatt hour. Currently, there are discussions underway to develop a project to install two new turbines at the Springview site.

Ainsworth Project:

In addition to NDWG, Grand Island is also a participant in the Ainsworth Wind Energy Farm (AWEF) near Ainsworth, NE. This facility was constructed in 2005 and consists of

thirty-six 1.65 megawatt turbines for a total project output of 59.4 megawatts. Grand Island has a one megawatt participation level in AWEF. AWEF is another joint project that is operated by Nebraska Public Power District, and includes participation by Omaha Public Power District, the Municipal Energy Agency of Nebraska, Grand Island Utilities, and JEA of Jacksonville, Florida. Since the start of AWEF, Grand Island has received an average of 293 megawatt hours of energy per month. This is enough energy to supply approximately 293 houses for one month. Currently, the total production cost of power received from AWEF is in the \$45 to \$55 per megawatt hour range.

Elkhorn Ridge Wind Farm:

On March 16th, 2009, Grand Island began receiving power from the Elkhorn Ridge Wind Farm located near Bloomfield, Nebraska. Grand Island Utilities receives 1.25% of the output of this facility. Grand Island has received an average of 186 megawatt hours of energy per month. This is a privately owned facility with power purchase agreements in place for the energy produced.

Discussion

The use of fossil fuels for electricity production is coming under increasing scrutiny at the national level and more restrictions and regulations are likely to be placed upon fossil fuels, particularly coal. With the City's primary energy supply being produced from coal, the overall rate impact from a carbon emission tax or other environmental regulations could be significant.

It is the recommendation of City Administration that the Utilities Department stay involved with the various renewable energy projects as they develop in the state. Two additional projects are in the evaluation stage of development for completion in the near future. The two new projects include a proposed 80 megawatt facility near Petersburg, NE and an 80 megawatt facility near Broken Bow, NE. Grand Island staff has had preliminary discussions with NPPD and other potential participants in the development of these facilities. The parties proposing to construct these facilities wish to maintain confidentiality concerning the details of the engineering design and financing of the project. To that end, the attached Confidentiality Agreement is required of parties interested in continuing participation in project development.

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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Confidentiality Agreement be signed to allow continued involvement in the two proposed wind energy facilities in Nebraska.

Sample Motion

Move to approve the Confidentiality Agreement with Midwest Wind Energy Development Group.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement"), dated as of October 27, 2009, is entered into by and between Midwest Wind Energy Development Group, on behalf of itself and its subsidiaries ("Midwest Wind") and City of Grand Island ("Grand Island") (each, a "Party", and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into discussions either directly, or indirectly through Nebraska Public Power District ("NPPD"), concerning the purchase and sale of renewable energy from one or more wind power projects to be contracted with NPPD on a long term power purchase agreement (the "Potential Transaction"). Therefore, Midwest Wind will provide to Grand Island either directly, or indirectly through NPPD, and Grand Island will provide to Midwest Wind, certain information that is either non-public, confidential or proprietary in nature.

NOW THEREFORE, for good and valuable consideration, including Midwest Wind's provision of such information to Grand Island, and Grand Island's provision of such information to Midwest Wind, the Parties agree as follows:

1. This Agreement shall cover any information (the "Information") provided by either Party ("Disclosing Party") to the other Party ("Receiving Party") regarding the Potential Transaction, including, without limitation, information with regard to current or projected assets, business strategies or projected financial information. Analyses, presentations or other materials prepared by a Party regarding the Potential Transaction shall be deemed to be Information provided by the other Party to the extent they contain Information provided by the other Party. Neither Party is obligated under this Agreement to provide Information to the other Party.
2. A Receiving Party may transmit the Information it received from the Disclosing Party to its subsidiaries and their respective employees, agents, partners, lenders, officers, directors and advisors (including, without limitation, attorneys, accountants, consultants and rating agencies) ("Representatives") provided such Representatives (i) need to know the Information for the sole purpose of evaluating the Potential Transaction and (ii) will preserve the confidentiality of the Information in accordance with the terms and provisions of this Agreement.
3. Unless otherwise agreed to herein, a Receiving Party shall not, unless authorized by the Disclosing Party, (i) distribute or disclose to any person, firm, entity, or corporation (other than its Representatives) any of the Information provided by the Disclosing Party (ii) permit any third party (other than its Representatives) to have access to such Information; or (iii) use such Information for any purpose other than for the purpose of pursuing the activities as contemplated herein.

4. In the event that a Receiving Party is requested in any proceeding to disclose any Information provided by a Disclosing Party, the Receiving Party will, to the extent permitted by law, give the Disclosing Party prompt notice of such request so that the Disclosing Party may seek an appropriate protective order, including any appeals at the expense of the Disclosing Party. If, in the absence of a protective order, the Receiving Party is nonetheless advised by its counsel reasonably that disclosure of the Information is required, the Receiving Party may disclose such Information without liability hereunder, provided that the Receiving Party promptly notifies, to the extent permitted by law, the Disclosing Party of any such disclosure.
5. This Agreement shall not restrict the release of any Information that the receiving Party can demonstrate:
 - a. has come within the public domain and is readily available through no fault or action by the receiving Party; or
 - b. was readily and lawfully available to the receiving Party on a non-confidential basis prior to the disclosure hereunder to the receiving Party; or
 - c. was developed independently by the receiving Party without reliance on the Information.
6. This Agreement does not obligate either Party to enter into any further agreements. This Agreement is not intended to create, and shall not be construed to create a partnership or other binding legal obligations between the Parties except with respect to the confidentiality of the Information as described herein.
7. All parties hereto agree that money damages would not be a sufficient remedy for any breach of this Agreement and that a disclosing party shall be entitled to injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. In the event of litigation or arbitration relating to this Agreement, if a court or arbitration panel of competent jurisdiction determines that a receiving party has breached this Agreement, such party shall be liable to the disclosing party for the amount of the reasonable legal fees incurred in connection with such litigation, including any appeal therefrom.
8. The Parties agree that if any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.
9. Any amendment to this Agreement must be in writing and approved by both Parties.
10. This Agreement shall be governed by the laws of the state of Nebraska, without giving effect to the provisions thereof relating to conflict of laws.

11. This Agreement shall be binding on all successors and assigns of each of the Parties and shall inure to the benefit of the respective successors and assigns of each Party. Nothing in this Agreement shall be deemed to create rights in or benefits for any third parties, however, no assignment, sale, or encumbrance of either Party's position with regard to this Agreement shall be made without the prior written approval of the other Party.
12. Titles or captions of paragraphs or subparagraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.
13. All notices with regard to this Agreement should be forwarded, if intended for Midwest Wind, to:

Midwest Wind Energy Development Group, LLC

Attn: Stefan A. Noe

Address : 211 E. Ontario Street, Suite 1720
Chicago, IL 60611

Telephone: (312) 787-6080

Fax: (312) 787-6096

e-mail: noe@midwestwind.com

If intended for Grand Island, to:

City of Grand Island

Attn: Travis Burdett, Assistant Utilities Director

Address : P.O. Box 1968
Grand Island, NE 68802-1968

Telephone: (308) 385-5466

Fax: (308) 385-5449

14. This Agreement may be signed in counterpart, each of which when taken together shall constitute one and the same instrument.
15. The terms and conditions and the existence of this agreement shall remain confidential unless and until mutually agreed otherwise by the Parties.
16. This Agreement shall expire two years from the date hereof.
17. This Agreement contains the entire agreement of the parties hereto with respect to its subject matter.

18. Notwithstanding any other provision contained herein, each Party (and their respective Representatives) may disclose to any persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions and other tax analyses) that are provided to the taxpayer relating to such tax treatment and tax structure; provided that, with respect to any document or similar item that contains information concerning the tax treatment or tax structure of the transaction as well as other information, this sentence shall only apply to such portions of the document or similar item that relate to the tax treatment or tax structure of the transactions, and provided further, that each Party recognizes that the obligation or privilege each has to maintain, in its sole discretion, the confidentiality of a communication relating to the transaction, including a confidential communication with its attorney or a confidential communication with a federally authorized tax practitioner under Section 7525 of the Internal Revenue Code, is not intended to be affected by the foregoing. To the extent not inconsistent with the immediately preceding sentence, neither Party may disclose (except as required by law or pursuant to the tax shelter regulations under Internal Revenue Code sections 6011, 6111 or 6112) to any person or entity (other than its Representatives) (a) the existence and status of any ongoing negotiations between the Parties concerning a possible transaction; (b) any specific pricing information in connection with the transaction; (c) any of the specific properties or assets involved in the transaction (other than generic properties or assets relating to the structure of the transaction) and (d) the identity of any participants in the transaction.
19. Within a reasonable time following the receipt of a written request from the Disclosing Party, the Receiving Party shall deliver to the Disclosing Party or destroy all Information the Receiving Party received from the Disclosing Party, together with a certificate attesting to such return or destruction if so requested by the Disclosing Party.
20. Any waiver shall be only effective for the particular instance for which it is granted and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its respective duly authorized representative as of the date first noted above.

Midwest Wind Energy Development Group, LLC

By: _____

Name: Stefan A. Noe

Title: President

City of Grand Island

By: _____

Name: Margaret Hornady

Title: Mayor

RESOLUTION 2009-279

WHEREAS, since 1998, the Grand Island Utilities Department has participated in Wind Turbine Electric Generation Projects to secure the most cost effective form of renewable energy; and

WHEREAS, it is in the best interests of the City to continue participation of various renewable energy projects as they develop; and

WHEREAS, two additional projects are in the evaluation stage of development for completion in the near future; and

WHEREAS, in order to secure the information exchanged, and to comply with the National Electric Reliability Council's standards prohibiting the disclosure of information that may be used to gain an unfair advantage in electric power markets, it is recommended that a confidentiality agreement be entered into between the parties; and

WHEREAS, the confidentiality agreement would authorize NPPD, the City's Utility Department and Midwest Wind Energy Development Group to disclose to one another as well as their Reliability Coordinator, as required under applicable National Electric Reliability Council reliability standards, real-time power system reliability data for all points; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Confidentiality Agreement between the City of Grand Island, Nebraska Public Power District and Midwest Wind Energy Development Group is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2009

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
October 22, 2009	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item G9

#2009-280 - Approving Disbursement of Donated Items for the Heartland Public Shooting Park from Hornady Manufacturing

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park & Recreation Director

Meeting: October 27, 2009

Subject: Disbursement of Donated Funds

Item #'s: G-9

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

Background

As part of the development of the shooting programs at the Heartland Public Shooting Park (HPSP) it was determined that loaner 22 cal. rifles and pistols need to be provided at the HPSP. These loaner guns could be use in both open shooting and league events.

Discussion

Hornady Manufacturing agreed to pay for approximately \$2,500.00 worth of firearms with the understanding that donated funds provided by other HPSP users would reimburse Hornady for \$1,913.58 of the total cost. Those funds have been collected and deposited in a City account. Procurement rules do not allow the issuance of a purchase order for this reimbursement. The City can reimburse Hornady with the donated funds through the claims process. To this end a request is presented to Council to allow payment of this claim.

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 resolution authorizing the payment of the claim to Hornady Manufacturing.

Sample Motion

Move to approve the resolution authorizing the City to pay the claim in the amount of \$1,913.58 to Hornady Manufacturing.

RESOLUTION 2009-280

WHEREAS, Hornady Manufacturing purchased \$2,500.00 worth of weapons for the Heartland Public Shooting Park; and

WHEREAS, Hornady Manufacturing was to be reimbursed through donated funds for \$1,913.58 of the total cost; and

WHEREAS, the City has received donated funds to reimburse Hornady Manufacturing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bill of \$1,913.58 owed to Hornady Manufacturing be paid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item G10

**#2009-281 - Approving Contract Extension with Olsson Associates
for the Design of the River Way Trail**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park & Recreation Director

Meeting: October 27, 2009

Subject: Approving Contact Extension with Olsson Associates for the Design of the River Way Trail

Item #'s: G-10

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

Background

On December 20, 2005 the City of Grand Island entered into an agreement with Olsson Associates to design the Riverway Trail. This design was to be completed by June 30, 2006. Because of approval delays caused primarily by the Army Corp of Engineers the design was not completed until November 30, 2008.

Discussion

The City has been notified by the Nebraska Department of Roads that an extension to the Contract design time line was not initiated. It is requesting that the City modify the existing contract to reflect the actual time the design was finalized. This project is completed and this is an action required to provide the proper paperwork associated with the project.

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 resolution authorizing the extension of the design contract.

Sample Motion

Move to approve the resolution authorizing the City to extend the completion date for the design of the River Way trail to November 30, 2008.

SUPPLEMENTAL AGREEMENT NUMBER 1

PRELIMINARY ENGINEERING SERVICES
PROJECT NO. STPB-40(53), CONTROL NO. 42428
CITY OF GRAND ISLAND
OLSSON ASSOCIATES
GRAND ISLAND RIVER WAY TRAIL

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island, hereinafter referred to as the "City", and the firm of Olsson Associates, hereinafter referred to as the "Consultant",

WITNESSETH:

WHEREAS, the City and Consultant hereto entered into an agreement executed by the City December 20, 2005, and by the Consultant December 1, 2005, providing for the preparation of plans and specifications for the construction of Project No. STPB-40(53), and

WHEREAS, the original agreement called for the completion of the plans and specifications in a satisfactory manner by June 30, 2006, and

WHEREAS, it now becomes necessary that the agreement be supplemented to revise the completion date of the project due to delays beyond the control of the Consultant,

NOW THEREFORE, in consideration of this fact, the City and Consultant agree as follows:

SECTION 1. The City and Consultant agree that the completion date for the preparation of plans and specifications be changed from June 30, 2006 to November 30, 2008, and


SECTION 2. Except as specifically amended by this Supplemental Agreement, all terms and conditions of the agreement executed by the City December 20, 2005, and by the Consultant December 1, 2005, shall remain in full force and effect.

STATE OF NEBRASKA)
) ss.
 Hall COUNTY)

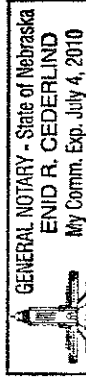
After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this 21 day of October, 2009.

OLSSON ASSOCIATES


Matthew Rief, Project Engineer
Name & Title

Subscribed and sworn to before me this 21st day of October, 2009.



Erin R. Cedarlund
Notary Public

EXECUTED by the City this _____ day of _____, 20____.

CITY OF GRAND ISLAND

Name & Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

RESOLUTION 2009-281

WHEREAS, on December 20, 2005, by Resolution 2005-353, the City Council of the City of Grand Island approved the proposal to Olsson Associates of Grand Island, Nebraska for the design of the Riverway Trail; and

WHEREAS, the completion of such project has been delayed due to extensive review by the Army Corp of Engineers; and

WHEREAS, Olsson Associates has requested a contract time extension from June 30, 2006 to November 30, 2008 in order to complete this project; and

WHEREAS, the Parks & Recreation Department supports such contract time extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the completion date for the design of the Riverway Trail is hereby extended to November 30, 2008.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 22, 2009	☐ City Attorney



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item G11

**#2009-282 - Approving Change Order #1 for Grading
Improvements at the Veterans Field Athletic Complex**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: October 27, 2009

Subject: Change Order #1 Grading Improvements-Veterans Athletic Complex

Item #'s: G-11

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

Background

A contract was entered into with Slepicka Construction in the amount of \$83,526.25 to provide grading serviced for the new Veterans Athletic Complex.

Discussion

It was determined that the entire project had to be slid south about 40 ft. to avoid a conflict with a fiber optics cable already in place on the site. The cost to relocate the cable would have been over \$20,000.00. By moving the development to the south it became necessary to excavate and place approximately 2,400 additional Cubic Yards of dirt. A unit price of \$1.84 per Cu. Yard was proposed in the original bid. This number was used to develop the cost of the additional work.

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 Postpone the issue to future date
3. Take no issue to a Committee
4. action on the issue

Recommendation

City Administration recommends that the Council approve the change order in the amount of \$4,416.00.

Sample Motion

Move to increase the amount of the contract to Slepicka Construction in the amount of \$4,416.00.

Parks & Recreation Department



*Working Together for a
Better Tomorrow, Today.*

CHANGE ORDER

TO: **Slepicka Construction**
3408 Rokeby Road
Dorchester, NE 68343

CHANGE ORDER NO. 1

PROJECT: **Grading Improvements – Veterans Athletic Field Complex**

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

1. Additional dirt embankment needed to complete project increase \$ 4,416.00

The original Contract Sum \$ 83,526.25

Previous Change Order Amounts \$ 0.00

The Contract Sum is increased by this Change Order \$ 4,416.00

The total modified Contract Sum to date \$ 87,942.25

The Contract Time is unchanged.

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 herein. Additional claims will not be considered.

APPROVED: **CITY OF GRAND ISLAND**

By _____ Date _____
Mayor

Attest _____
Approved as to Form, City Attorney

ACCEPTED: **Slepicka Construction**

By *Jason R. By* Date 10-19-09

RESOLUTION 2009-282

WHEREAS, on September 8, 2009 by Resolution 2009-221, the City Council of the City of Grand Island awarded the Slepicka Construction Company, of Dorchester, Nebraska, the bid in the amount of \$83,526.25, for the Grading Improvements at the new Veterans Athletic Field Complex; and

WHEREAS, it has been determined that modifications to the work to be performed by Slepicka Construction Company are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$4,416.00 for a revised contract price of \$87,942.25.

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 the Slepicka Construction Company of Dorchester, Nebraska to provide the modifications set out as follows:

Additional dirt embankment needed to complete project\$4,416.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 22, 2009	☐ City Attorney



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item G12

**#2009-283 - Approving Hazard Mitigation Grant Application for
Sirens**

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: October 27, 2009

Subject: Hazard Mitigation Grant - Sirens

Item #'s: G-12

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

Hall County Emergency Management operates and maintains 38 outdoor warning sirens to alert the public of dangerous weather and other hazards. The vast majority of these devices (27 remaining) were installed between 1979 and 1981. These devices have an anticipated life span of 30 years, and existing sirens are already failing at a rate of almost 1-2 annually over the past few years.

Unfortunately, many repair parts are no longer available for these older models. Sirens which fail are replaced at significant cost on a case-by-case basis. In the past, the Emergency Management Department has planned to replace two sirens a year, as necessary. However, the department anticipates a windfall of future siren failures as these devices reach and exceed their 30-year life-span. Local funds are not likely to be sufficient to keep up with the anticipated number of replacements needed.

Discussion

The FEMA Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the HMGP is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster. The HMGP is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

The HMGP Grant funds up to 75% of approved projects with a local match of 25%. The Department has funds budgeted for one siren in Capital Outlay and plans to use these funds as the 25% matching funds.

The Emergency Management Department, working with NEMA, has completed a grant application (on file in the City Clerk's office) to install twelve (12) sirens, four at a time, over a period of three years to meet this looming problem. Eleven (11) of the new sirens will replace older models while one will be installed as an expansion to the current system (see table below). Siren replacement costs are typically \$14,000 to 15,000 for each device. Sirens will be installed in the communities of Grand Island, Wood River, Alda, Cairo, and Doniphan.

Each of these new sirens have a considerably larger effective radius of 70dB estimated at 6200 feet in all directions. Sirens listed to be replaced have much smaller radii, such as 1600 feet. This will allow fewer sirens serve the community and can lead to lower utility costs over the long term (see attached pdf map).

Hall County Siren Installation List					
<u>Siren #</u>	<u>Description</u>	<u>Installed Year</u>	<u>Latitude / Longitude</u>	<u>Current 70dB Radius (ft)</u>	<u>New 70dB Radius (ft)</u>
1	Alda, Village of North - Vine Street - North of Highway 30	1981	N40 52.227 W98 28.054	1600	6200
3	Cairo, Village of - 300 South High St.- Behind Senior Citizen Center	1981	N41 00.023 W98 36.474	1600	6200
4	Doniphan, Village of - Fire Station	1981	N40 46.406 W98 22.181	1600	6200
5	Wood River - Central - 100 West 10th St - Fire Station	1979	N40 49.297 W98 36.123	3200	6200
13	Anna & Broadwell - 1700 Block of West Anna (Alley City Property)	1981	N40 54.724 W98 21.189	3200	6200
15	Ryder Park - 2700 West North Front St	1979	N40 55.221 W98 22.327	3200	6200
16	3436 South Locust - Across from Walmart	1981	N40 53.138 W98 20.398	1600	6200
18	4th Street & Congdon - 1500 E 4th St.	1981	N40 56.088 W98 19.603	3200	6200
19	1800 Block of N Hancock (Just North of Kingston & Hancock)	1981	N40 56.238 W98 22.409	3200	6200
27	Highway 281 & Capital Avenue Northwest Corner	1981	N40 56.803 W98 23.038	1600	6200
31	Starr School - 315 Wyandott - On School Property		N40 53.858 W98 20.451	1600	6200
New	US 281 & Wood River Road (I-80 /Mormon Island Campground)	N/A	TBD	N/A	6200

Alternatives

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

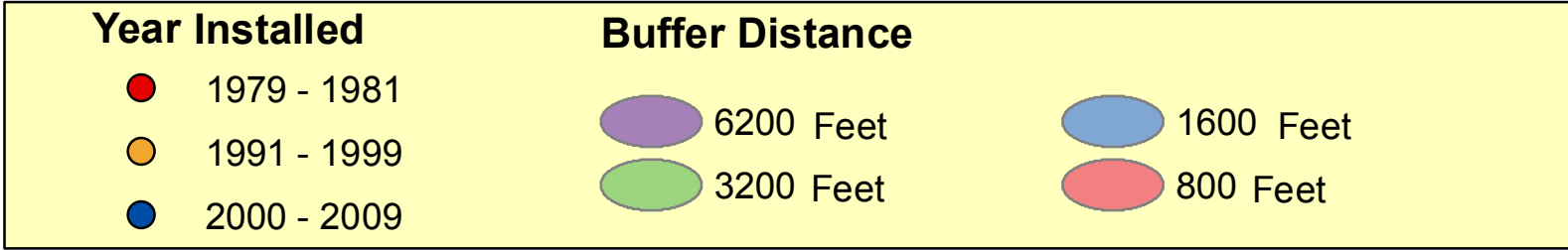
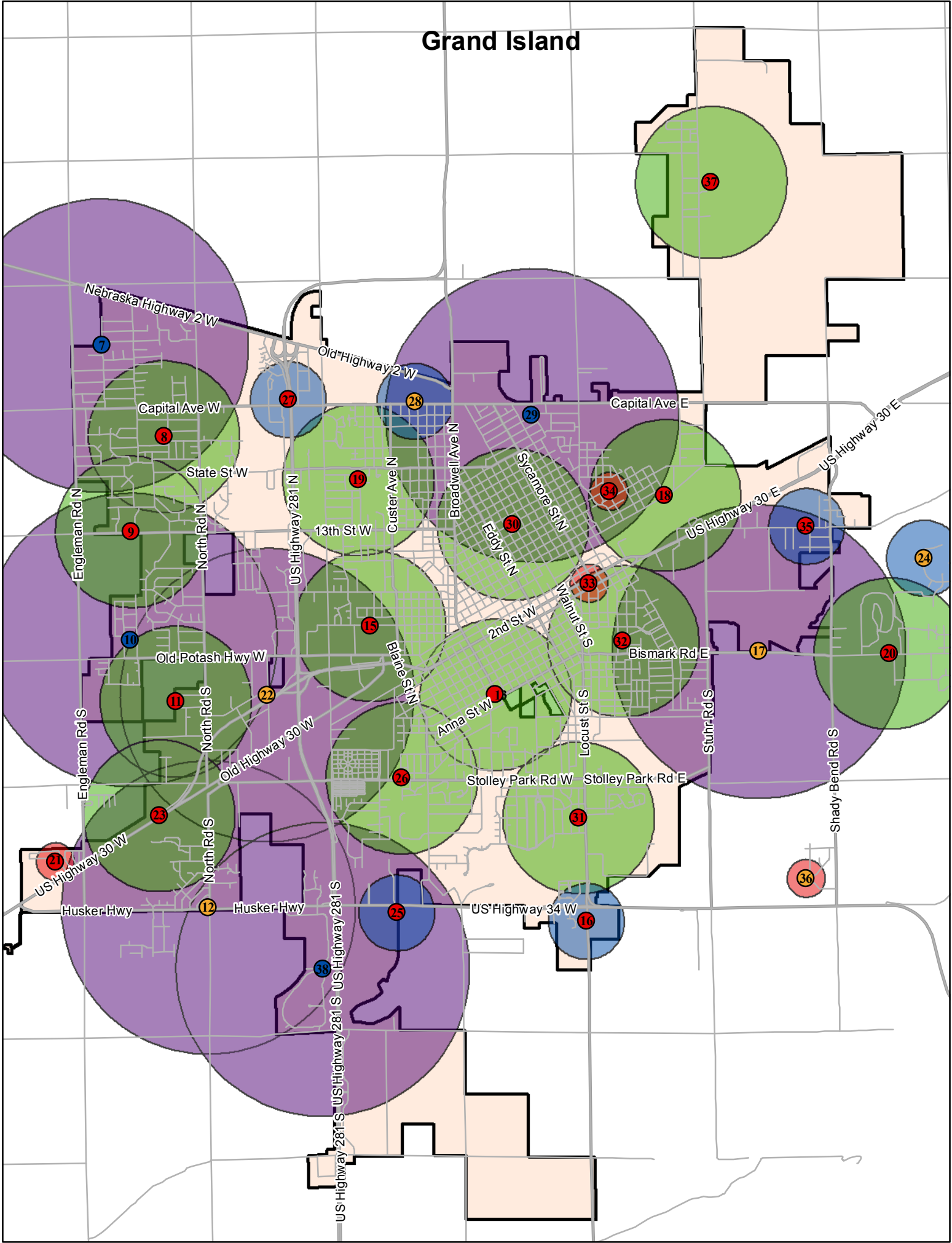
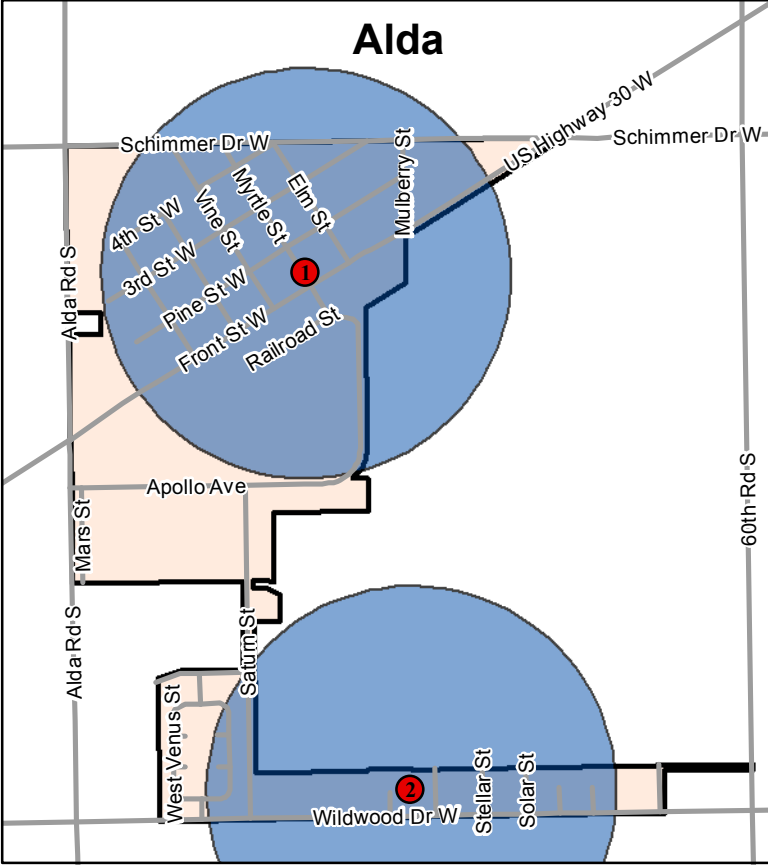
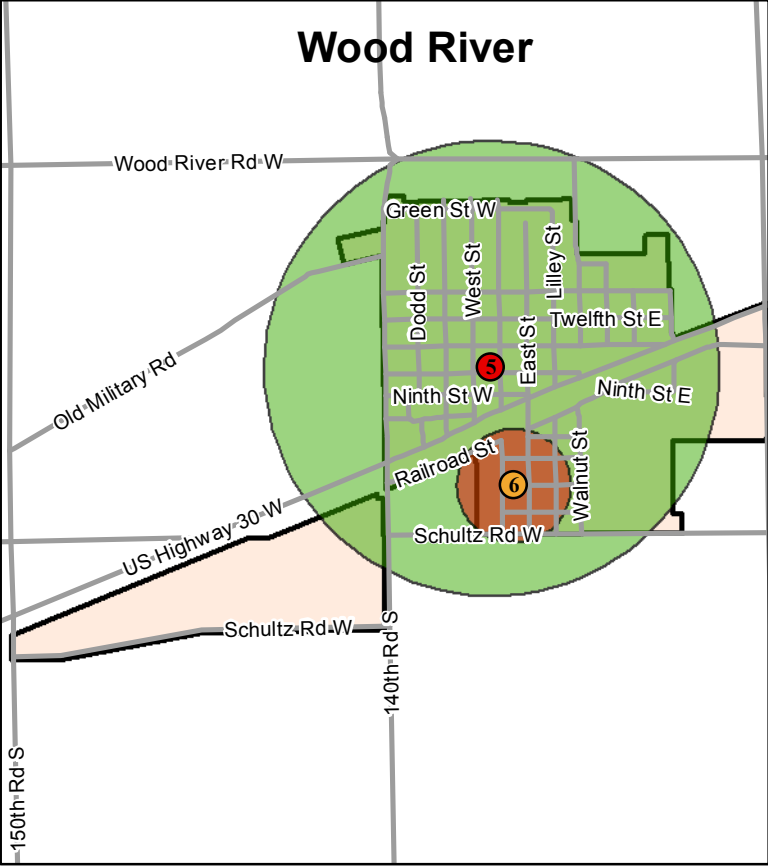
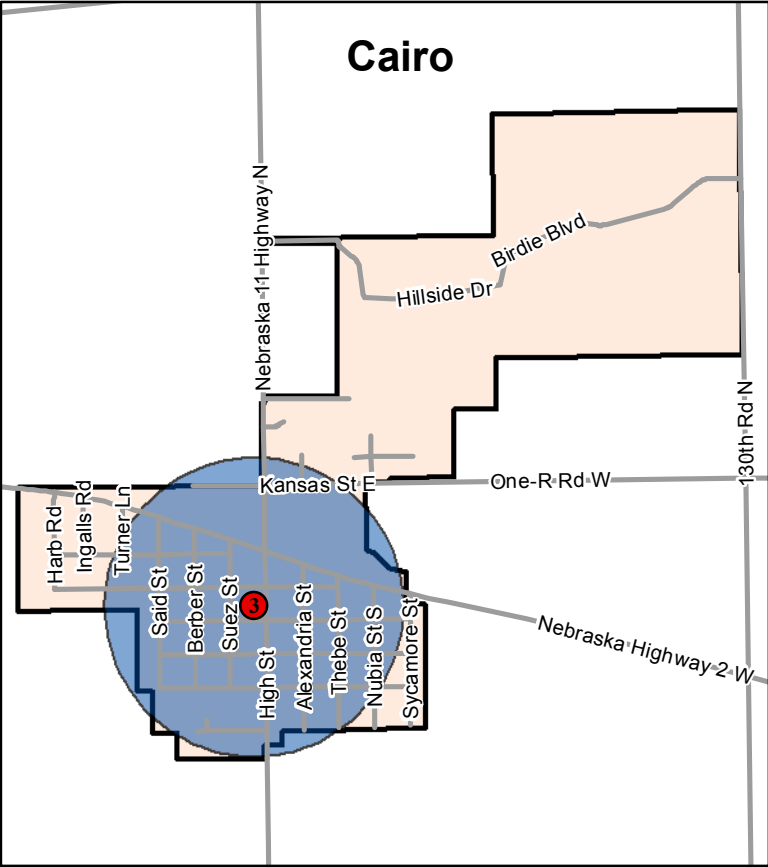
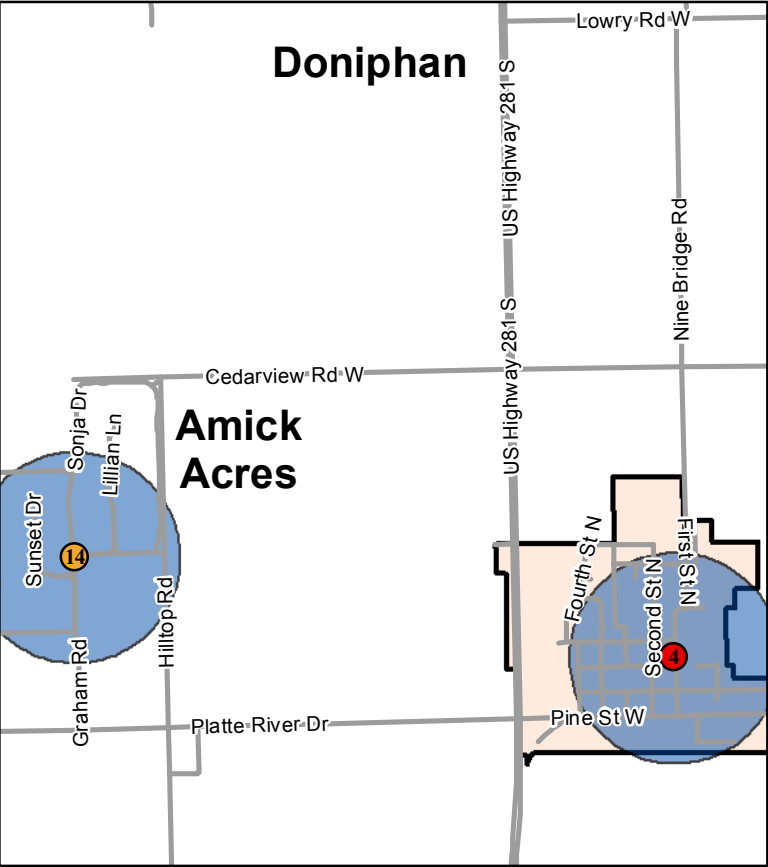
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the grant application for sirens.

Sample Motion

Move to approve the grant application.



NEBRASKA EMERGENCY MANAGEMENT AGENCY

Hazard Mitigation Grant Program (HMGP)

PROJECT APPLICATION

I. Applicant Information

Date: Aug 10 2009

☒ New Application . ☐ Revised Application

A. Multi-Hazard Local Mitigation Plan (LMP) Status: Approved

IF Approved:

- a) Plan Type: Local Mitigation Plan
- b) Date of Approval by FEMA: 11/13/2008
- c) Provide the location in the LMP (Section and Page Number(s)) that demonstrates the proposed project is in conformance with the LMP: Section 2.35, Pg. 28
- d) Describe how the proposed project conforms with the LMP: Project replaces older and inoperable sirens.

B. Project Title: Siren Replacement

Name of Applicant: Hall County/Grand Island Emergency Management County or Counties: Hall

C. Applicant Type: Local Government Type of Application: Non Construction Project

Private Non-Profit entities must meet the criteria defined in 44 CFR 206.221(e).

☐ Attach a copy of an Internal Service Revenue (IRS) ruling letter that grants tax exemption under Section 501 (c), (d), or (e), or a State certification under State law, of non-profit status.

☐ If an educational facility, attach a copy of the facility admission policy.

Recognized Indian Tribe or Organization Tribal Identification Number: _____

☐ Attach proof of tribal eligibility

D. Federal Tax ID Number: 47-6006205 DUNS Number: 040919607

E. State Legislative District(s) 35th Congressional District(s) Third

F. Is the Community/Communities in good standing with the National Flood Insurance Program:

☒ Yes ☐ No

G. Point of Contact:

☒ Mr. ☐ Ms. ☐ Mrs. First Name: Jon Last Name: Rosenlund

Title: Director Organization: Hall County/Grand Island Emergency Mgt.

Street Address: 100 E. 1st St. PO Box 1968 City: Grand Island

State: Nebraska Zip Code: 68802 Telephone: (308) 385 - 5360

Fax: (308) 385 - 5378 E-mail Address: beready@grand-island.com

H. Alternate Point of Contact:

☒ Mr. ☐ Ms. ☐ Mrs. First Name: Larry Last Name: Smith

Title: Deputy Director Organization: Hall County/Grand Island Emergency Mgt.

Street Address: 100 E. 1st St. PO Box 1968 City: Grand Island

State: Nebraska Zip Code: 68802 Telephone: (308) 385 - 5360

Fax: (308) 385 - 5378 E-mail Address: larrys@hcg.gov

I. Estimated Funding:

Federal 75%	Non-Federal %	Applicant 25 %	Other %	Total 100%
<u>\$135,000.00</u>	<u>\$</u>	<u>\$ 45,000.00</u>	<u>\$</u>	<u>\$180,000.00</u>

RESOLUTION 2009-283

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to file an application through the Federal Emergency Management Agency and Nebraska Emergency Management Agency for a Hazard Mitigation Program Grant; and

WHEREAS, the Federal Emergency Management Agency and Nebraska Emergency Management Agency are presently accepting grant applications for hazard mitigation; and

WHEREAS, a grant application has been prepared to request funding to conduct an Outdoor Warning Siren Replacement and Installation Project for the City of Grand Island and other Hall County Communities; and

WHEREAS, a \$180,000 grant is being requested to fund the program, and

WHEREAS, the required 25% cash match of \$15,000 will be provided by the City.

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

1. The City of Grand Island, Nebraska is hereby authorized to apply for financial assistance from the Federal Emergency Management Agency and Nebraska Emergency Management Agency for the purpose of conducting a Outdoor Warning Siren Replacement and Installation Project for the City of Grand Island and other Hall County Communities; and.
2. 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 process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 23, 2009	☐ City Attorney



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item I1

**#2009-284 - Approving the Adoption of the Resolution to Comply
with Local Public Agency Guidelines Manual**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 27, 2009

Subject: Approving the Adoption of the Resolution to Comply with Local Public Agency Guidelines Manual

Item #'s: I-1

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

Background

Grand Island is a Local Public Agency (LPA) in the State of Nebraska receiving federal transportation funding from the Federal Highway Administration (FHWA). FHWA federal transportation funds are limited to Roadway, Bridge, and Trail Projects. As a sub-recipient of federal transportation funding, the City of Grand Island is charged with the responsibility of spending these funds in accordance with Federal and State law.

The NDOR administers federal transportation funds to the LPAs as an agent of the FHWA. The reporting requirements and regulatory scrutiny associated with federal transportation funding has heightened under the passage of the American Recovery and Reinvestment Act (ARRA) for stimulus spending. The conditions for spending and receiving federal transportation funds are detailed in the recently updated and revised "LPA Guidelines Manual" authored by the Nebraska Department of Roads (NDOR).

Failure to comply could result in the City of Grand Island being required to repay some or all the federal transportation funds expended for a project or projects. The LPAs will be required to have an in-house Responsible Charge (RC) employee that will manage the administration of each project for the LPA to assure all regulatory requirements are being met. The City presently has Manager of Engineering Services, Dave Goedeken, as a Responsible Charge on staff and who has been Certified by the NDOR.

Discussion

Federal transportation funds are presently being utilized, or are projected to be utilized, on several projects in Grand Island. The federal transportation funds can be utilized for Preliminary Engineering, Environmental Submittals, Right of Way Acquisition, Utility

Relocations, Project Construction, etc. The City presently receives approximately one million dollars per year in federal transportation funds money. Federally funded transportation projects presently in the system are listed below:

- South Locust Street Widening (Completion of 4 lanes north of I-80)
 - Status: Preliminary Engineering Design submitted to NDOR
- Walk to Walnut (Safe Routes to School Project)
 - Status: Preliminary Engineering Design
- Capital Avenue (widening from Carleton Avenue to Webb Road)
 - Status: Under Construction
- Wasmer Detention Cell (Storm Sewer Pipes from US Highway 30 to cell)
 - Status: Preliminary Engineering Design

These projects are presently being administered using the requirements of the LPA Guidelines Manual. To minimize the risk of losing federal funds on projects, the NDOR has determined that all future federal aid projects be let through their letting system and the contracts will be administered through the NDOR. The LPAs will work in cooperation with the NDOR to assure the regulatory and reporting requirements are being met.

The NDOR has stipulated that LPAs receiving federal transportation funds adopt a resolution agreeing to comply with the requirements of the LPA Guidelines Manual, specifically for the following procedures:

- Consultant selection process
- National Environmental Policy Act (NEPA)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act)
- Financial Management Systems (certification attached to resolution)

Passing the resolution will cause the City to adopt and bind itself to comply with all applicable federal laws including rules and regulations of the FHWA and the LPA Guidelines Manual of the NDOR.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the adoption of the resolution, agreeing to comply with the requirements of the LPA Guidelines Manual and authorize the City's Finance Director to sign the Financial Management Systems Certification.

Sample Motion

Move to approve the adoption of the resolution and authorize the City Treasurer/Finance Director to sign the Financial Management Systems Certification.

**RESOLUTION 2009-
COMBINED CONSULTANT SELECTION, NEPA, UNIFORM ACT, SIGNING OF THE
FINANCIAL MANAGEMENT SYSTEMS CERTIFICATION**

City of Grand Island
Resolution No. _____

WHEREAS: Certain transportation facilities (roads, streets, trails, and others) in the CITY OF GRAND ISLAND have been designated as being eligible for federal funds by the Federal Highway Administration in compliance with federal laws pertaining thereto; and

WHEREAS: The CITY OF GRAND ISLAND desires to continue to participate in Federal-Aid transportation construction programs; and

WHEREAS: The Nebraska Department of Roads as a recipient of said Federal funds is charged with oversight of the expenditures of said funds; and

WHEREAS: The CITY OF GRAND ISLAND as a sub-recipient of said Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal and State law, the rules and regulations of the Federal Highway Administration, the requirements of the Local Public Agency (LPA) Guidelines Manual of the Nebraska Department of Roads, including the Consultant Selection process as stated in the LPA Guidelines Manual, the National Environmental Policy Act (NEPA), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and the maintaining of adequate Financial Management Systems; and

WHEREAS: The CITY OF GRAND ISLAND understands that the failure to meet all requirements for federal funding could lead to a project(s) being declared ineligible for federal funds, which could result in the CITY OF GRAND ISLAND being required to repay some or all of the federal funds expended for a project(s).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that it adopts and binds itself to comply with all applicable federal law, including the rules and regulations of the Federal Highway Administration, all applicable state law and rules and regulations (Nebraska Administrative Code) and the requirements of the LPA Guidelines Manual of the Nebraska Department of Roads, including the consultant selection process as stated in the LPA Guidelines Manual, the National Environmental Policy Act (NEPA), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and the maintaining of adequate Financial Management Systems.

BE IT FURTHER RESOLVED: The Mayor and Council CITY OF GRAND ISLAND does hereby designate the following as responsible for the management of the following processes:

Consultant Selection process:	Public Works Director and Manager of Engineering Services
-------------------------------	--

The National Environmental Policy Act (NEPA):	Public Works Director and Manager of Engineering Services
---	--

The Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act):	Public Works Director and Manager of Engineering Services
---	--

The following individual is hereby authorized to sign the Financial Management Systems Certification attached to this Resolution:	Mary Lou Brown, City Treasurer/ Finance Director
--	---

Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2009.

The City Council of the CITY OF GRAND ISLAND

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

Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the motion
Roll Call: ____Yes ____No ____Abstained ____Absent
Resolution adopted, signed and billed as adopted

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Name of Local Public Agency CITY OF GRAND ISLAND

The above-named local public agency (LPA) certifies that the financial management systems and procedures used by them meet all requirements set forth by the Nebraska Department of Roads (NDOR) and the Federal Highway Administration (FHWA), and are sufficient to satisfy all applicable financial management system standards set forth in 49 CFR Part 18, Uniform Administrative Requirements for Grants & Cooperative Agreements to State & Local Governments, and all the requirements set out on the attachment to this certification document.

By signing this document, the above-named LPA certifies that the local systems and procedures provide an accurate representation of the financial transactions associated with Federal-aid projects, and that financial records are maintained for subsequent audit purposes. In the event the LPA determines that a financial transaction is not accurately shown on the LPA's financial records, the LPA agrees to notify the NDOR and FHWA and disclose and correct the details of that financial transaction. Further, if it is determined that the LPA's systems are no longer compliant with all requirements of the first paragraph of this certification then the LPA will modify their system(s) to make them compliant and submit a new certification to NDOR.

The person signing below hereby certifies that he or she is duly authorized to sign this document and that the statements contained herein are true and correct to the best of his or her knowledge and belief. This certification is submitted with an attached resolution of the governing board or council of the LPA authorizing the following individual to sign this document.

LPA's Authorized Representative

(Print Name)

(Signature)

(Date)

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me by _____,
this day _____ day of _____, 2009

SEAL

Notary Public

NDOR conditionally accepts this certification pending successful completion of an audit by NDOR verifying the statements contained herein.

NDOR _____
Controller Division Head Date

NDOR _____
Local Projects Division Head Date

LOCAL PUBLIC AGENCY (LPA)
FINANCIAL MANAGEMENT SYSTEMS CERTIFICATION
ATTACHMENT

Name of Local Public Agency THE CITY OF GRAND ISLAND

Date: October 27, 2009

Additional Financial Management System Requirements

A. The LPA is responsible for maintaining an adequate financial management system and will immediately notify the NDOR when the LPA can no longer comply with the requirements established below.

B. The LPA's financial management system shall provide for:

Financial Reporting: The LPA must maintain accurate, current and complete disclosure of the results of the financial audits of Federal financially-assisted activities in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the Federal-aid program.

Accounting Records: The LPA must maintain records that adequately identify the source and application of funds for Federal financially-assisted activities. These records must contain information pertaining to Federal financial assistance and authorizations, project expenditures to date and the project funds remaining and available to pay for future expenditures. The LPA agrees to grant NDOR and FHWA access to these records immediately upon request.

Internal Control: The LPA must maintain effective internal and accounting controls over all funds, property and other assets. The LPA shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

Budget Control: The LPA will maintain records for Federal financial assistance that compares actual expenditures or outlays with budgeted amounts. Financial information must be related to performance and productivity data including the development of unit cost information.

Allowable Cost: The LPA must have procedures for determining whether costs are reasonable, allowable, and allocable; consistent with State and Federal requirements.

Source Documentation: The LPA must maintain, or cause to be maintained, the source documentation for its accounting records.

C. The NDOR will periodically review the adequacy of the financial management system of any applicant for financial assistance, as part of a pre-award review or at any time during the Federal-aid project. If NDOR determines that the LPA's accounting system does not meet the standards described in paragraph B above, the NDOR will require remedial action by the applicant to maintain eligibility for federal assistance. Failure to comply with any requirements imposed by the NDOR may result in sanctions as identified in Chapter 15 of the LPA Guidelines Manual.



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item J1

Approving Payment of Claims for the Period of October 14, 2009 through October 27, 2009

The Claims for the period of October 14, 2009 through October 27, 2009 for a total amount of \$4,489,994.92. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item J2

Approving Payment of Claims for the Period of October 14, 2009 through October 27, 2009 for the Veterans Athletic Field Complex

The Claims for the Veterans Athletic Field Complex for the period of October 14, 2009 through October 27, 2009 for the following requisitions.

#5 \$25,504.00

A MOTION is in order.

Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 5

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>
Denny's Lawns Inc	2603 O'Flannigan Grand Island, NE 68803	\$2,500.00	Fine grading of soccer fields
Olsson Associates Inc	1111 Lincoln Mall PO Box 84608 Lincoln, NE 68802- 1968	\$1,250.00	Geotechnical/drilling services
Olsson Associates Inc	1111 Lincoln Mall PO Box 84608 Lincoln, NE 68802- 1968	\$21,754.00	Phase I design

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 20 day of October
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	90122	PARKS & RECREATION						
		ATHLETIC COMPLEX						
1	2574	DENNY'S LAWNS INC	FINE GRADING SOCCER FIELDS	624	21575		151776	2,500.00
1	190	OLSSON ASSOCIATES INC	SOIL BORES AND LAB ANALYSIS & PMT #1 ATHLET COMPLE	133432	20924		151964	1,250.00
1	190	OLSSON ASSOCIATES INC	SOIL BORES AND LAB ANALYSIS & PMT #1 ATHLET COMPLE	133432	20924		151964	21,754.00

40044450 Org Total 25,504.00

2,500.00 +

1,250.00 +

21,754.00 +

003

25,504.00 *

DENNY'S LAWNS INC.
2603 O'FLANNIGAN
GRAND ISLAND NE 68803




INVOICE

Date	INVOICE #
10/6/2009	624

Phone 308-384-3504
Cell 308-379-2432

Bill To
GRAND ISLAND PARKS ADMINISTRATION 100 EAST 1ST ST P.O. BOX 1968 GRAND ISLAND, NE. 68801

P.O. No.	Terms	Due Date	SALES TAX LOCATION
21575-00	Due Upon Receipt		

Date	Description	Qty	Amount																
	FINE GRADING OF SOCCER FIELDS AT VET'S ATHLETIC FIELD COMPLEX		2,500.00																
	SALES TAX		0.00																
Voucher #																			
<table border="1"><tr><td>PO #</td><td>21575</td></tr><tr><td>Vendor #</td><td>2574</td></tr><tr><td>Invoice #</td><td>624</td></tr><tr><td>Description</td><td>Fine grade soccer fields</td></tr><tr><td>Approved by</td><td></td><td>Date</td><td>10/6/09</td></tr><tr><td>Org-obj#</td><td>40044450 - 90122</td><td>Amount</td><td>2,500.00</td></tr></table>				PO #	21575	Vendor #	2574	Invoice #	624	Description	Fine grade soccer fields	Approved by		Date	10/6/09	Org-obj#	40044450 - 90122	Amount	2,500.00
PO #	21575																		
Vendor #	2574																		
Invoice #	624																		
Description	Fine grade soccer fields																		
Approved by		Date	10/6/09																
Org-obj#	40044450 - 90122	Amount	2,500.00																

Total	\$2,500.00
Payments/Credits	\$0.00
Balance Due	\$2,500.00



100 E 1st St * PO Box 1968 * Grand Island NE 68802-1968
(308) 385-5444 Ext 193

Purchase Order

Fiscal Year 2010

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

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DENNYS LAWNS INC
2603 O FLANNIGAN
GRAND ISLAND NE 68803

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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 #

21575-00

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
			20846			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
10/01/2009	2574	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	FINE GRADING OF SOCCER FIELDS AT VET'S ATHLETIC FIELD COMPLEX 40044450 - 90122		1.0	Each	\$2,500.00	\$2,500.00
	40044450 - 90122					

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

PO Total

\$2,500.00

Invoice

1111 Lincoln Mall
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5160

✓ NR
10/9/09

Voucher #

September 29, 2009

PO #	20924 & 2009-187	Invoice No:	133432
Vendor #	190		
Invoice #	133432		
Description	Soil Bores & payment #1 Engineering Services for Athletic Complex		
Approved by	[Signature]	10/9/09	
Org-obj#	40044450-90122		

Steve Paustian
Parks and Recreation Director
City of Grand Island NE
100 E First St
PO Box 1968
Grand Island, NE 68802-1968

OA Project No. 009-1423

GI Phase 1 Sports Complex

1250.00 - PO# 20924 final
21,754.00 - Contract Resolution # 2009-187

Professional services rendered from August 9, 2009 through September 12, 2009 for finalization of soils report and design work of grading, paving, drainage and utilities for the sports complex.

Phase 300 Geotechnical Investigations

PO#20924

Services this period includes geotechnical/drilling services.

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Billing	Current Billing
Geotech/Drilling	3,350.00	100.00	3,350.00	2,100.00	1,250.00
Subtotal	3,350.00		3,350.00	2,100.00	1,250.00
Subtotal					1,250.00

Total this Phase

\$1,250.00

Phase 500 Phase 1 Design

Services performed in accordance with Letter Agreement dated August 5, 2009.

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Billing	Current Billing
Phase I Design	29,800.00	73.00	21,754.00	0.00	21,754.00
Subtotal	29,800.00		21,754.00	0.00	21,754.00
Subtotal					21,754.00

Total this Phase

\$21,754.00

OA Project No. 009-1423

GI Phase 1 Sports Complex

Invoice 133432

AMOUNT DUE THIS INVOICE

\$23,004.00

Authorized By: Terry Brown



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

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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 #

20924-00

V
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OLSSON ASSOCIATES INC
1111 LINCOLN MALL
PO BOX 84608
LINCOLN NE 68501-4608

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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		
			20103			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
07/06/2009	190	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	MATERIAL AND LABOR FOR 12 SOIL BORES AND LAB ANALYSIS OF BORES FOR THE NEW ATHLETIC COMPLEX 40044450 - 90122 \$3,350.00		1.0	Each	\$3,350.000	\$3,350.00
	pd 2,100.00 9/22/09					

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

PO Total

\$3,350.00

RESOLUTION 2009-187

WHEREAS, the City of Grand Island is in the process of developing a new athletic complex; and

WHEREAS, such project will require an engineering consultant to prepare plans and specifications for the construction of the athletic complex; and

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for engineering services for such project; and

WHEREAS, two proposals were received and the proposal from Olsson Associates ranked the highest; and


WHEREAS, Olsson Associates of Grand Island, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals in the amount of \$29,800.00; and

WHEREAS, a Consultant Agreement with Olsson Associates to perform engineering work for such project has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Consultant Agreement with Olsson Associates of Grand Island and Lincoln, Nebraska for engineering consulting work for the design of an athletic complex is hereby approved at a cost of \$29,800.00.
- 21,754.00 = Invoice #133432
8,046.00 left

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

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2009.


Margaret Hornady, Mayor

Attest:


Paul Briseno, Deputy City Clerk



City of Grand Island

Tuesday, October 27, 2009

Council Session

Item J3

Approving Payment of Claims for the Period of October 14, 2009 through October 27, 2009 for the State Fair Recreation Building.

The Claims for the Period of October 14, 2009 through October 27, 2009 for the State Fair Recreational Building for the following requisitions.

#5 \$26,028.80
#6 \$120,105.61

Total: \$146,134.41

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 005

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>
Sampson Construction Co., Inc.	3730 So. 14 th St. Lincoln, NE 68502	\$22,500.00	Application and Certification for Payment No. 1
Davis Design	211 North 14 th Street Lincoln, NE 68508	\$3,528.80	Reimbursable copies and postage; current fee billing for design and contract documents

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 Ann Brown
Title: Finance Director
Date: 10/8/09

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)



rec'd by MLB 10/6/09
9/10

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

Principals:

JON P. DALTON, PE
WYNN E. MEHLHAFF, AIA
MATTHEW C. METCALF, AIA
WADE W. STANGE, AIA
MICHAEL A. WACHAL, PE

ASSOCIATE PRINCIPAL:

MICHAEL D. MARSH, AIA

SENIOR ASSOCIATES:

J. EDWARD BUKACEK, AIA
RONALD G. HACKETT, AIA
DAN L. HEMSATH
BRYCE G. JOHNSON, MS PE
JAMES K. LUEDKE, PE
RENEE M. SHEIL
GREGORY T. SMITH, AIA
LEROY P. SVATORA, AIA

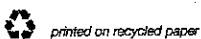
LINCOLN:

211 NORTH 14TH STREET
LINCOLN, NEBRASKA 68508
PHONE: (402) 476-9700
FAX: (402) 476-9722

OMAHA:

4245 SOUTH 143RD STREET
SUITE 5
OMAHA, NEBRASKA 68137
PHONE: (402) 341-6600
FAX: (402) 341-6611

www.davisdesignn.com



September 4, 2009

Nebraska State Fair Park
Attn: Joseph McDermott
P.O. Box 81223
Lincoln, NE 68501

402-476-4113

RE: ~~State Fair Park - Fonner Park~~
~~Exhibition Building 3~~
~~Grand Island, Nebraska~~
Davis Design Project 08-0192

Joseph,

Enclosed is Sampson Construction Co., Inc's. Application and Certification for Payment No.1 dated September 1, 2009.

Based upon our on-site observations, the work has progressed to the point indicated and to the best of our knowledge; the quality of the work is in accordance with the contract documents. Therefore, we recommend that payment be made to Sampson Construction Co., Inc. in the amount of \$22,500.00.

Please retain the "Owner" copy for your files and forward the "Contractor" copy together with your payment to Hampton Commercial Construction Inc.

Please call me at our Lincoln office if you have any questions or concerns regarding this application for payment.

Sincerely,

DAVIS DESIGN

Chad Vogel
Construction Administrator

Enclosure

cc: Chad Vogel, Construction Administrator Files - Davis Design, Inc.
Leroy Savarta, Project Architect - Davis Design, Inc.
Nate Kastens, Project Manager - Sampson Construction Co., Inc.
Craig Gies, Executive Team - Sampson Construction Co., Inc.
Jon Thomas - Village Development

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGES

PAGE ONE OF

TO OWNER: Nebraska State Fair Board
P.O. Box 81223
Lincoln, NE 68501

PROJECT: Nebraska State Fair Park
Former Park - Grand Island, Nebraska
Exhibition Building 3
VIA: Chad Vogel

FROM CONTRACTOR: Sampson Construction Co., Inc.
3730 So. 14th St.
Lincoln, NE 68502

CONTRACT FOR: General

APPLICATION NO 1

PERIOD TO: 8/31/2009

PROJECT NOS: 09028

CONTRACT DATE: 7/10/09

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 3,972,000.00

2. Net change by Change Orders \$

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 3,972,000.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 25,000.00

5. RETAINAGE:

a. 10 % of Completed Work (Column D + E on G703) 2,500.00

b. 10 % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 2,500.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 22,500.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$

8. CURRENT PAYMENT DUE \$ 22,500.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 3,949,500.00

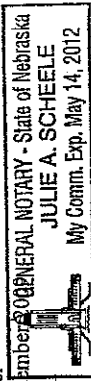
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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

CONTRACTOR: Sampson Construction Co., Inc.

By: [Signature] Date: 9-1-09

State of: Nebraska County of: Lancaster
Subscribed and sworn to before me this 1st day of September 2009
Notary Public: Julia A. Scheele
My Commission expires: 5-14-2012



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 22,500.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: Davis Design, Inc.

By: [Signature] Date: 09/04/09

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

1

APPLICATION NO:

9/1/2009

APPLICATION DATE:

8/31/2009

PERIOD TO:

09028

ARCHITECT'S PROJECT NO:

NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD				
	EXHIBITION BUILDING #3							
1	FOUNDATIONS	220,000					220,000	0
2	SLABS	245,000					245,000	0
3	PRECAST	60,000					60,000	0
4	MASONRY	380,000					380,000	0
5	STEEL	75,000					75,000	0
6	CARPENTRY	45,000					45,000	0
7	SEALANTS	15,000					15,000	0
8	HM/DOORS/HARDWARE	125,000					125,000	0
9	ALUMINUM & GLASS	140,000					140,000	0
10	OVERHEAD DOORS	15,000					15,000	0
11	METAL STUDS/DRYWALL	65,000					65,000	0
12	ACT	18,000					18,000	0
13	PAINTING	52,000					52,000	0
14	FLOOR SEALER	24,000					24,000	0
15	SPECIALTIES	34,000					34,000	0
16	METAL BUILDING-MATERIAL	610,000					610,000	0
17	METAL BUILDING-INSULATION	85,000					85,000	0
18	METAL BUILDING-ERECTION	340,000					340,000	0
19	FIRE SPRINKLER	130,000					130,000	0
20	HVAC	290,000					290,000	0
21	PIPING	300,000					300,000	0
22	ELECTRICAL	399,000					399,000	0
23	PAYMENT & PERFORMANCE BOND	25,000		25,000		25,000	100%	2,500
24	GENERAL CONDITIONS	280,000					280,000	0
	GRAND TOTALS	3,972,000	0	25,000	0	25,000	3,947,000	2,500



rec'd by MLB 10/6/09
9/10

SEP 09 2009

Invoice number 13204
August 28, 2009

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

STATE FAIR PARK
GRAND ISLAND, NEBRASKA
70,000 S.F. EXHIBITION BUILDING
PROJECT NO.: 08-0192

Principals:

JON P. DALTON, PE
WYNN E. MEHLHAFF, AIA
MATTHEW C. METCALF, AIA
WADE W. STANGE, AIA
MICHAEL A. WACHAL, PE

MR. JOSEPH MCDERMOTT
STATE FAIR PARK BOARD OFFICE
P.O. BOX 81223
LINCOLN, NE 68501

Associate Principal:

Michael D. Marsh, AIA

Senior Associates:

J. Edward Bukacek, AIA
RONALD G. HACKETT, AIA
DAN L. HEMSATH
BRYCE G. JOHNSON, MS PE
JAMES K. LUEDKE, PE
RENEE M. SHEIL
GREGORY T. SMITH, AIA
LEROY P. SVATORA, AIA

Estimated Construction Cost: \$ 3,855,000.00
Percent of Construction Cost: 4.00
Fee: \$ 154,200.00

Phase	Contract Amount	Percent Complete	Total Billed
Schematic Design	15,420.00	100.00 %	15,420.00
Design Development	38,550.00	100.00 %	38,550.00
Contract Documents	69,390.00	100.00 %	69,390.00
Bidding/Construction Admin.	30,840.00	0.00 %	0.00
Total Billed			123,360.00
Fee previously billed			119,890.50
Current fee billing			3,469.50

Reimbursable	Cost	Mult	Amount
In-House B/W Copies-8-1/2x11	0.20	1.10	0.22
In-House Blueprints-24x36	5.00	1.10	5.50
Photocopying	42.03	1.10	46.23
Postage	6.68	1.10	7.35
Reimbursable subtotal			59.30

PLEASE PAY THIS AMOUNT

3,528.80

Lincoln:

211 NORTH 14th STREET
LINCOLN, NEBRASKA 68508
PHONE: (402) 476-9700
FAX: (402) 476-9722

Omaha:

4245 SOUTH 143rd STREET
SUITE 5
OMAHA, NEBRASKA 68137
PHONE: (402) 341-6600
FAX: (402) 341-6611

www.davisdesign.com

Invoice number 13204
August 28, 2009

STATE FAIR PARK BOARD OFFICE

FOR THE FIRM

A handwritten signature in black ink, appearing to read "Matt Metcalf", is written over the printed name and company.

MATTHEW C. METCALF
DAVIS DESIGN



211 North 14th Street
Lincoln, Nebraska 68508
(402) 476-9700

REIMBURSABLE EXPENSES WORKSHEET

Project Information

Owner	State Fair Park Board Office
Project Name	State Fair Park Grand Island, NE 70,000 S.F. Exhibition Building
Project No	08-0192

SUMMARY OF EXPENSES

Travel Expenses	\$	-
Print Log Expenses	\$	5.00
Film Processing Expenses	\$	-
In-House Copy Expenses	\$	0.20
US Postal Service Expenses	\$	-
Express Shipping Expenses	\$	6.68
Total Expenses	\$	11.88

Travel Expenses

Date	Person(s) Traveling	# of Trips	Cost per trip	Total Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			Total \$	-

Print Log Expenses

Date	Purpose	By	Size	Quantity	Cost per sheet	Total Cost
07/30/09	Submittal 13120-1 Sampson	LK	24 x 36	2	\$ 2.50	\$ 5.00
					\$ -	\$ -
					\$ -	\$ -
					Total \$	5.00

Film Processing Expenses

Date	Place of Processing	By	Quantity	Cost per picture	Total Cost
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				Total \$	-

In-House Copy Expenses

Date	# of pages	Purpose	Type	Size	Quantity	Cost per page	Total Cost
07/30/09	2	13120-1 Sampson	B/W	8 1/2 x 11	1	\$ 0.10	\$ 0.20
						\$ -	\$ -
						\$ -	\$ -
						Total \$	0.20

US Postal Service Expenses

Date	Description	# of pieces	Cost per piece	Total Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			Total \$	-

Express Shipping Expenses

Date	Carrier	Destination	Charge	Total Cost
08/05/09	UPS	Grand Island, NE	\$ 6.68	\$ 6.68
			\$ -	\$ -
			\$ -	\$ -
			Total \$	6.68

OA Project No. A08-1564

Davis Design NE State Fair Park GI

Invoice 131955

Reimbursable Expenses

Personal Vehicle Mileage

3.85

Total Reimbursables**3.85****3.85****Internal Unit Billing**

Duplication-KIP

360.599 Feet @ 0.20

72.12

Duplication Black/White

63.778 Copies @ 0.06

3.83

Duplication Black/White

138.0 Copies @ 0.06

8.28

Duplication-KIP

130.605 Feet @ 0.20

26.12

Total Internal Units**110.35****110.35****Total this Phase****\$5,574.20**

Phase 520 70,000 SF Exhibition Building

08.0192

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Billing	Current Billing
Mechanical/Electrical	31,920.00	95.00	30,324.00	25,536.00	4,788.00
Subtotal	31,920.00		30,324.00	25,536.00	4,788.00
	Subtotal				4,788.00

Internal Unit Billing

Duplication-KIP

121.44 Feet @ 0.20

24.29

Duplication Black/White

68.649 Copies @ 0.06

4.12

Duplication Black/White

47.0 Copies @ 0.06

2.82

Duplication-KIP

54.0 Feet @ 0.20

10.80

Total Internal Units**42.03****42.03****Total this Phase****\$4,830.03**

Phase 530 30,000 SF Exhibition Building

09-0060

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Billing	Current Billing
Mechanical/Electrical	21,560.00	10.00	2,156.00	2,156.00	0.00

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 006

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>
Sampson Construction Co., Inc.	3730 So. 14 th St. Lincoln, NE 68502	\$117,000.00	Application and Certification for Payment No. 2
Davis Design	211 North 14 th Street Lincoln, NE 68508	\$3,105.61	Reimbursable expenses and first invoice for the construction administration phase

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 Lou Brown
Title: Finance Director
Date: October 9, 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)

rec'd by MHB 10/9/09



NEBRASKA STATE FAIR PARK
P.O. BOX 81223
LINCOLN, NE 68501



Thursday October 8, 2009

Mary Lou Brown
100 East First Street
PO Box 1968
Grand Island, NE 68802

Dear Ms. Brown,

Enclosed you will find invoices that have been approved by Davis Design and myself. I am forwarding these on to you for your approval and payment.

Please do not hesitate to contact myself with any questions you might have regarding these invoices.

Thank you,

Joseph McDermott
Executive Director



ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

Principals:

JON P. DALTON, PE
WYNN E. MEHLHAFF, AIA
MATTHEW C. METCALF, AIA
WADE W. STANGE, AIA
MICHAEL A. WACHAL, PE

Associate Principal:

Michael D. Marsh, AIA

Senior Associates:

J. EDWARD BUKACEK, AIA
RONALD G. HACKETT, AIA
DAN L. HEMSATH
BRYCE G. JOHNSON, MS PE
JAMES K. LUEDKE, PE
RENEE M. SHEIL
GREGORY T. SMITH, AIA
LEROY P. SVATORA, AIA

Lincoln:

211 NORTH 14TH STREET
LINCOLN, NEBRASKA 68508
PHONE: (402) 476-9700
FAX: (402) 476-9722

OMAHA:

4245 SOUTH 143RD STREET
SUITE 5
OMAHA, NEBRASKA 68137
PHONE: (402) 341-6600
FAX: (402) 341-6611

www.davisdesign.com

October 7, 2009

OCT 08 2009

Nebraska State Fair Park
Attn: Joseph McDermott
P.O. Box 81223
Lincoln, NE 68501

**RE: State Fair Park – Fonner Park
Exhibition Building 3
Grand Island, Nebraska
Davis Design Project 08-0192**

Joseph,

Enclosed is Sampson Construction Co., Inc.'s. Application and Certification for Payment No.2 dated September 29, 2009.

Based upon our on-site observations, the work has progressed to the point indicated and to the best of our knowledge; the quality of the work is in accordance with the contract documents. Therefore, we recommend that payment be made to Sampson Construction Co., Inc. in the amount of **\$117,000.00**.

Please retain the "Owner" copy for your files and forward the "Contractor" copy together with your payment to Hampton Commercial Construction Inc.

Please call **me** at our Lincoln office if you have any questions or concerns regarding this application for payment.

Sincerely,

DAVIS DESIGN

**Chad Vogel
Construction Administrator**

Enclosure

cc: Chad Vogel, Construction Administrator Files - Davis Design, Inc.
Leroy Savarta, Project Architect - Davis Design, Inc.
Nate Kastens, Project Manager – Sampson Construction Co., Inc.
Craig Gies, Executive Team – Sampson Construction Co., Inc.
Jon Thomas – Village Development

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: Nebraska State Fair Board
P.O. Box 81223
Lincoln, NE 68501

FROM CONTRACTOR:
Sampson Construction Co., Inc.
3730 So. 14th St.
Lincoln, NE 68502

CONTRACT FOR: General

PROJECT: Nebraska State Fair Park
Fonner Park - Grand Island, Nebraska
Exhibition Building 3
VIA: Chad Vogel
Davis Design, Inc.
211 North 14th Street
Lincoln, NE 68508

APPLICATION NO 2

PERIOD TO: 9/30/2009

PROJECT NOS: 09028

CONTRACT DATE: 7/10/09

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

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

CONTRACTOR: Sampson Construction Co., Inc.

1. ORIGINAL CONTRACT SUM \$ 3,972,000.00

2. Net change by Change Orders \$

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 3,972,000.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 155,000.00

5. RETAINAGE:

a. 10 % of Completed Work (Column D + E on G703) 15,500.00

b. 10 % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 15,500.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 139,500.00

8. CURRENT PAYMENT DUE \$ 22,500.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 117,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

By: *Julie A. Scheele* Date: 9-29-09

State of: Nebraska County of: Lancaster

Subscribed and sworn to before me this 29th day of September 2009

Notary Public: *Julie A. Scheele*

My Commission expires: 5-14-2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 117,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Davis Design, Inc.

By: *Handwritten Signature* Date: 10/07/09

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

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO. 2

2

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA

1000

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGES

PAGE ONE OF

TO OWNER: Nebraska State Fair Board
P.O. Box 81223
Lincoln, NE 68501

FROM CONTRACTOR:
Sampson Construction Co., Inc.
3730 So. 14th St.
Lincoln, NE 68502

PROJECT: Nebraska State Fair Park
Former Park - Grand Island, Nebraska
Exhibition Building 3
VIA: Chad Vogel
Davis Design, Inc.
211 North 14th Street
Lincoln, NE 68508

APPLICATION NO 2

PERIOD TO: 9/30/2009

PROJECT NOS: 09028

CONTRACT DATE: 7/10/09

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 3,972,000.00
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 3,972,000.00
4. TOTAL COMPLETED & STORED TO \$ 155,000.00
- DATE (Column G on G703)
5. RETAINAGE:
 - a. 10 % of Completed Work (Column D + E on G703) 15,500.00
 - b. 10 % of Stored Material (Column F on G703) \$
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 15,500.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 139,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 22,500.00
8. CURRENT PAYMENT DUE \$ 117,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 3,832,500.00

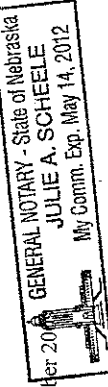
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR: Sampson Construction Co., Inc.

By: *[Signature]* Date: 9-29-09

State of: Nebraska County of: Lancaster
Subscribed and sworn to before me this 29th day of September 2009
Notary Public *[Signature]*
My Commission expires: 5-14-2012



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 117,000

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: Davis Design, Inc.

By: *[Signature]* Date: 10/07/09

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

9/29/2009

9/30/2009

PERIOD TO:

09028

NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E WORK COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	EXHIBITION BUILDING #3											
1	FOUNDATIONS	220,000				80,000			80,000	36%	140,000	8,000
2	SLABS	245,000									245,000	0
3	PRECAST	60,000									60,000	0
4	MASONRY	380,000									380,000	0
5	STEEL	75,000									75,000	0
6	CARPENTRY	45,000									45,000	0
7	SEALANTS	15,000									15,000	0
8	HM/DOORS/HARDWARE	125,000									125,000	0
9	ALUMINUM & GLASS	140,000									140,000	0
10	OVERHEAD DOORS	15,000									15,000	0
11	METAL STUDS/DRYWALL	65,000									65,000	0
12	ACT	18,000									18,000	0
13	PAINTING	52,000									52,000	0
14	FLOOR SEALER	24,000									24,000	0
15	SPECIALTIES	34,000									34,000	0
16	METAL BUILDING-MATERIAL	610,000									610,000	0
17	METAL BUILDING-INSULATION	85,000									85,000	0
18	METAL BUILDING-ERECTION	340,000									340,000	0
19	FIRE SPRINKLER	130,000									130,000	0
20	HVAC	290,000									290,000	0
21	PIPING	300,000							40,000	13%	260,000	4,000
22	ELECTRICAL	399,000								100%	399,000	0
23	PAYMENT & PERFORMANCE BOND	25,000		25,000					25,000	4%		2,500
24	GENERAL CONDITIONS	280,000							10,000		270,000	1,000
	GRAND TOTALS	3,972,000		25,000		130,000		0	155,000	4%	3,817,000	15,500

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGES

PAGE ONE OF

TO OWNER: Nebraska State Fair Board
P.O. Box 81223
Lincoln, NE 68501

FROM CONTRACTOR:
Sampson Construction Co., Inc.
3730 So. 14th St.
Lincoln, NE 68502

CONTRACT FOR: General

PROJECT: Nebraska State Fair Park
Fonner Park - Grand Island, Nebraska
Exhibition Building 3
VIA: Chad Vogel
Davis Design, Inc.
211 North 14th Street
Lincoln, NE 68508

APPLICATION NO 2

PERIOD TO: 9/30/2009

PROJECT NOS: 09028

CONTRACT DATE: 7/10/09

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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1. ORIGINAL CONTRACT SUM \$ 3,972,000.00
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3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 3,972,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 155,000.00
5. RETAINAGE:
 - a. 10 % of Completed Work (Column D + E on G703) 15,500.00
 - b. 10 % of Stored Material (Column F on G703) \$
- Total Retainage (Lines 5a + 5b or 5c) 15,500.00
6. TOTAL EARNED LESS RETAINAGE \$ 15,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 139,500.00
8. CURRENT PAYMENT DUE \$ 22,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 117,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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

CONTRACTOR: Sampson Construction Co., Inc.

By:

Date:

State of: Nebraska

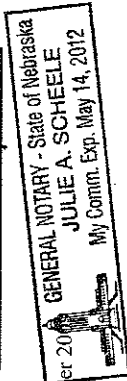
County of: Lancaster

Subscribed and sworn to before me this 29th day of September 2009

Notary Public:

My Commission expires: 5-14-2012

9-29-09



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 117,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Davis Design, Inc.

By:

Date:

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

2

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)					
	EXHIBITION BUILDING #3							
1	FOUNDATIONS	220,000	80,000			80,000	140,000	8,000
2	SLABS	245,000					245,000	0
3	PRECAST	60,000					60,000	0
4	MASONRY	380,000					380,000	0
5	STEEL	75,000					75,000	0
6	CARPENTRY	45,000					45,000	0
7	SEALANTS	15,000					15,000	0
8	HM/DOORS/HARDWARE	125,000					125,000	0
9	ALUMINUM & GLASS	140,000					140,000	0
10	OVERHEAD DOORS	15,000					15,000	0
11	METAL STUDS/DRYWALL	65,000					65,000	0
12	ACT	18,000					18,000	0
13	PAINTING	52,000					52,000	0
14	FLOOR SEALER	24,000					24,000	0
15	SPECIALTIES	34,000					34,000	0
16	METAL BUILDING-MATERIAL	610,000					610,000	0
17	METAL BUILDING-INSULATION	85,000					85,000	0
18	METAL BUILDING-ERECTION	340,000					340,000	0
19	FIRE SPRINKLER	130,000					130,000	0
20	HVAC	290,000					290,000	0
21	PIPING	300,000	40,000			40,000	260,000	4,000
22	ELECTRICAL	399,000					399,000	0
23	PAYMENT & PERFORMANCE BOND	25,000	25,000			25,000		2,500
24	GENERAL CONDITIONS	280,000				10,000	270,000	1,000
	GRAND TOTALS	3,972,000	25,000	130,000	0	155,000	3,817,000	15,500



OCT 06 2009

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

October 5, 2009

Principals:

JON P. DALTON, PE
WYNN E. MEHLHAFF, AIA
MATTHEW C. METCALF, AIA
WADE W. STANGE, AIA
MICHAEL A. WACHAL, PE

Associate Principal:

MICHAEL D. MARSH, AIA

SENIOR ASSOCIATES:

J. EDWARD BUKACEK, AIA
RONALD G. HACKETT, AIA
DAN L. HEMSATH
BRYCE G. JOHNSON, MS PE
JAMES K. LUEDKE, PE
RENEE M. SHEIL
GREGORY T. SMITH, AIA
LEROY P. SVATORA, AIA

Mr. Joseph McDermott
State Fair Park Board Office
P.O. Box 81223
Lincoln, NE 68501

**RE: State Fair Park
Grand Island, Nebraska
70,000 S.F. Exhibition Building**

Dear Mr. McDermott:

Enclosed please find our invoice in the amount of \$3,105.61. This invoice represents our first invoice for the construction administration phase.

We will be invoicing the construction administration phase of this project on a monthly basis with substantially equal payments. The amount invoiced will be derived from the current estimated construction cost divided by the estimated number of months to complete construction. The estimated construction costs will be adjusted periodically to reflex the most current costs. We will also include any reimbursable expenses for that time period.

If you have any questions or need any additional information, please contact our office.

Sincerely,

DAVIS DESIGN

Renee M. Sheil, Senior Associate
Financial Coordinator

Enclosure

Lincoln:

211 NORTH 14TH STREET
LINCOLN, NEBRASKA 68508
PHONE: (402) 476-9700
FAX: (402) 476-9722

Omaha:

4245 SOUTH 143RD STREET
SUITE 5
OMAHA, NEBRASKA 68137
PHONE: (402) 341-6600
FAX: (402) 341-6611

www.davisdesign.com



OCT 06 2009

Invoice number 13333
September 30, 2009

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

Principals:

JON P. DALTON, PE
WYNN E. MEHLHAFF, AIA
MATTHEW C. METCALF, AIA
WADE W. STANGE, AIA
MICHAEL A. WACHAL, PE

Associate Principal:

MICHAEL D. MARSH, AIA

SENIOR ASSOCIATES:

J. EDWARD BUKACEK, AIA
RONALD G. HACKETT, AIA
DAN L. HEMSATH
BRYCE G. JOHNSON, MS PE
JAMES K. LUEDKE, PE
RENEE M. SHEIL
GREGORY T. SMITH, AIA
LEROY P. SVATORA, AIA

STATE FAIR PARK
GRAND ISLAND, NEBRASKA
70,000 S.F. EXHIBITION BUILDING
PROJECT NO.: 08-0192

MR. JOSEPH MCDERMOTT
STATE FAIR PARK BOARD OFFICE
P.O. BOX 81223
LINCOLN, NE 68501

Estimated Construction Cost: \$ 3,855,000.00
Percent of Construction Cost: 4.00

Fee: \$ 154,200.00

Phase	Contract Amount	Percent Complete	Total Billed
Schematic Design	15,420.00	100.00 %	15,420.00
Design Development	38,550.00	100.00 %	38,550.00
Contract Documents	69,390.00	100.00 %	69,390.00
Bidding/Construction Admin.	30,840.00	9.09 %	2,803.63
Total Billed			126,163.63
Fee previously billed			123,360.00
Current fee billing			2,803.63

Reimbursable	Cost	Mult	Amount
Bluelines	219.78	1.10	241.76
Photocopying	27.79	1.10	30.57
Travel	26.95	1.10	29.65
Reimbursable subtotal			301.98

PLEASE PAY THIS AMOUNT

3,105.61

LINCOLN:

211 NORTH 14TH STREET
LINCOLN, NEBRASKA 68508
PHONE: (402) 476-9700
FAX: (402) 476-9722

OMAHA:


4245 SOUTH 143RD STREET
SUITE 5
OMAHA, NEBRASKA 68137
PHONE: (402) 341-6600
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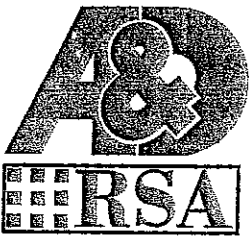
Invoice number 13333
September 30, 2009

STATE FAIR PARK BOARD OFFICE

FOR THE FIRM



MATTHEW C. METCALF
DAVIS DESIGN



A&D Technical Supply Company
1301 L Street, Suite A • Lincoln, NE 68508
402.474.5454, FAX: 402.474.5779
TOLL FREE: 800.228.2753
Federal I.D. No: 47-0671119

INVOICE

Number
IN111434

Date
09/09/09

Page
1

DAVIS DESIGN / L
211 NORTH 14TH STREET
LINCOLN, NE 68508

Ship To:
DAVIS DESIGN / L
211 NORTH 14TH STREET
LINCOLN, NE 68508

RECEIVED

SEP 10 2009

Davis Design, Inc

Your P.O. No. FONNER PARK
P.O. Date 09/09/09
Ordered By JULIE
Project ID
Drop Shipment No
Ship Via Delivery

Customer ID 504860
Our Order No. SO110727
Terms 1
Due Date 10/09/09
Salesperson BILL MEIER
Sales Agent TSK

Product Code	Description	Size	(Originals) Ordered	(Copies) Shipped	(Total Copies) Backordered	Quantity	Unit	Unit Price	Total Price
STATE FAIR PARK - EXHIBITION BLDGS NO. 1 AND 3 08-0191 / 08-0192									
594	9400 TIF File to disc 30x42 & index		42	1	42	42	EA	4.00 *	168.00
790	Imaging 8.5 x 11 <		374	1	374	374	EACH	0.10	37.40
594	9400 TIF File to disc 30x42 & index		42	1	42	42	EA	4.00 *	168.00
790	Imaging 8.5 x 11 <				0	364	EACH	0.10	36.40
599	CD Disk		1	1	1	1	EA	1.00 *	1.00

Y2 = 219.78

OK 09/11/2009
gpb

Vendor # _____ CL # _____
Date Pd _____ Check _____
Amount _____

Store Address
A & D Tech. Supply - Lincoln
1301 L Street
Suite A
Tel: 402-474-5454
Fax: 402-474-5779

Printed at: 9:28:18 AM

Print Name _____

Signature _____

Subtotal: 410.80
Sales Tax: 28.76
Total: 439.56
Paid at POS: 0.00
Total Due: 439.56

OA Project No. A08-1564

Davis Design NE State Fair Park Gl

Invoice 133161

Subtotal	36,400.00	36,400.00	34,580.00	1,820.00
Subtotal				1,820.00

Internal Unit Billing

Duplication-KIP	132.496 Feet @ 0.20	26.50	
Duplication Black/White	25.0 Copies @ 0.06	1.50	
Total Internal Units		28.00	28.00

Total this Phase	\$1,848.00
-------------------------	-------------------

Phase 520 70,000 SF Exhibition Building

08-0192

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Billing	Current Billing
Mechanical/Electrical	31,920.00	100.00	31,920.00	30,324.00	1,596.00
Subtotal	31,920.00		31,920.00	30,324.00	1,596.00
Subtotal					1,596.00

Internal Unit Billing

Duplication-KIP	8.75 Feet @ 0.20	1.75	
Duplication-KIP	130.203 Feet @ 0.20	26.04	
Total Internal Units		27.79	27.79

Total this Phase	\$1,623.79
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Phase 530 30,000 SF Exhibition Building

09-0119

Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Billing	Current Billing
Mechanical/Electrical	21,560.00	10.00	2,156.00	2,156.00	0.00
Subtotal	21,560.00		2,156.00	2,156.00	0.00
Subtotal					0.00

Internal Unit Billing



211 North 14th Street
Lincoln, Nebraska 68508
(402) 476-9700

REIMBURSABLE EXPENSES WORKSHEET

Project Information

Owner State Fair Park Board Office
Project Name State Fair Park, Grand Island, Nebraska, 70,000 S.F. Exhibition Building
Project No 08-0192

SUMMARY OF EXPENSES

Travel Expenses	\$	26.95
Print Log Expenses	\$	-
Film Processing Expenses	\$	-
In-House Copy Expenses	\$	-
US Postal Service Expenses	\$	-
Express Shipping Expenses	\$	-
Total Expenses	\$	26.95

Travel Expenses

Date	Person(s) Traveling	# of Trips	Cost per trip	Total Cost
09/09/09	Leroy Svatora	0.25	\$ 107.80	\$ 26.95
			\$ -	\$ -
			\$ -	\$ -
			Total	\$ 26.95

Print Log Expenses

Date	Purpose	By	Size	Quantity	Cost per sheet	Total Cost
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					Total	\$ -

Film Processing Expenses

Date	Place of Processing	By	Quantity	Cost per picture	Total Cost
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				Total	\$ -

In-House Copy Expenses

Date	# of pages	Purpose	Type	Size	Quantity	Cost per page	Total Cost
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						Total	\$ -

US Postal Service Expenses

Date	Description	# of pieces	Cost per piece	Total Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			Total	\$ -

Express Shipping Expenses

Date	Carrier	Destination	Charge	Total Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			Total	\$ -