
City of Grand Island



Tuesday, March 09, 2010

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.

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item C1

Recognition of Robert Holmes, Computer Programmer with the Finance Department for 40 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Robert Holmes, Computer Programmer with the Finance Department for 40 Years of Service with the City of Grand Island. Mr. Holmes was hired on March 9, 1970 as an Accountant, was promoted to Business Manager on December 1, 1972; Data Processing Operations Manager on July 14, 1980; Director of Data Processing on August 1, 1990 and to his current position of Computer Programmer on October 6, 2003. We congratulate Mr. Holmes for his dedication and service to the City of Grand Island.

Staff Contact: Mayor Hornady

Forty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

ROBERT HOLMES

For your Loyalty, Diligence, and Outstanding Performance During Your Tenure With



City of
GRAND

ISLAND

Mouf You Row
Department Director

Margaret Horvath
Mayor

0/2/10
Date

2-23-10
Date



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item E1

**Public Hearing on Request from Julio Melesio dba Copas De Oro,
413 West 4th Street for a Class "C" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: March 9, 2010

Subject: Public Hearing on Request from Julio Melesio dba Copas De Oro, 413 West 4th Street for a Class “C” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
- (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
- (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

Julio Melesio dba Copas De Oro, 413 West 4th Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments.

On November 10, 2009 City Council voted to forward this same application to the State Liquor Control Commission with no recommendation. The Liquor Control Commission denied Mr. Melesio's request on February 2, 2010 because of the applicant's character and reputation.

The Police Department report (see attached) through its background investigation and interviews are giving no recommendation for this application.

Alternatives

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

1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council make no recommendation for the application.

Sample Motion

Move to make no recommendation of the application for Julio Melesio dba Copas De Oro, 413 West 4th Street for a Class "C" Liquor License.

02/18/10
16:05

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
1

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City : Grand Island
Occurred after : 15:37:52 02/18/2010
Occurred before : 15:37:52 02/18/2010
When reported : 15:37:52 02/18/2010
Date disposition declared : 02/18/2010
Incident number : L10022155
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 413 4th St W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 18196
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

```

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L09101725	02/18/10	Liquor Lic Inv	Related

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT03	Bar/Night Club	

LAW INCIDENT NARRATIVE:

Received another Liquor License Application from Julio Melesio for Copas De Oro

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

02/18/10
16:05

Grand Island Police Department
LAW INCIDENT TABLE

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LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	15:43:00 02/18/2010

02/18/10
16:05

Grand Island Police Department
LAW INCIDENT TABLE

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318

Grand Island Police Department
Supplemental Report

Date, Time: Thu Feb 18 15:43:22 CST 2010
Reporting Officer: Vitera
Unit #: 865

I looked at the most recent application and didn't see any glaring differences with the old application. I checked Julio through Spillman again. He has since been cited for fictitious plates. I checked NCJIS and found that he was convicted of the fictitious plates violation. Julio did not list this conviction (not something that would automatically disqualify him) on the new application. I spoke to Julio on 2/17/10 and asked him why he was filling out another application so soon after being denied by the NLCC. He advised that his attorney is going to help him through the entire process this time. The rest of the information in this report is the exact same information from the first investigation. The GIPD will remain neutral once again.

COPIED INFORMATION FROM 1ST INVESTIGATION

I received a copy of a liquor license application from Julio Melesio who bought Copas De Oro. Julio disclosed that he has been convicted of possessing less than an ounce of marijuana on two separate occasions. Information in Spillman shows a third contact where Julio had been smoking marijuana before a disturbance at his house which was one week before his first citation for possession of marijuana. He also disclosed a willful reckless driving conviction that occurred at the same time as one of the marijuana charges. NCJIS revealed that the willful reckless conviction was the result of a plea agreement stemming from a DUI charge.

I checked Spillman and found that he had been cited for driving during suspension but did not see in NCJIS that he was convicted of it. I did not find any undisclosed convictions in the State of Nebraska. Julio disclosed some traffic convictions in Illinois, but I did not check his criminal history outside of Nebraska because I'm not able to run criminal history reports on liquor license investigations unless the application is false. NSP should have that information, but I have not been able to get ahold of Lorri Rogers. Julio has a valid Nebraska license and does not have any warrants for his arrest. He is a U.S. citizen.

On 11/2/09, I spoke to Pablo Lucero who sold the bar to Julio. Pablo said that he wants out of the business. He advised that his brother-in-law, Pedro "Peter" Garcia had been running the business and taking the profits. Pedro is a documented gang member. Pablo said he was lucky to see a hundred or two hundred dollars every couple of months. Pablo originally bought the bar for \$13,000. He said he sold it to Julio for \$2,000 which covers the material items in the bar. Pablo did not own the building. He was paying \$1,400 a month on a lease agreement. Pablo said he thinks Pedro is wanted and probably left town for California. Pablo hasn't seen him and doesn't know how to get ahold of him. I checked Spillman and confirmed that Pedro has two active arrest warrants. Pablo said if Julio's liquor license application isn't approved, he will probably just close the business.

On 11/3/09, I went to 120 W. 6th St. and spoke to Julio. Julio said that he

02/18/10
16:05

Grand Island Police Department
LAW INCIDENT TABLE

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grew up in Chicago, Illinois and moved here a few years ago because his girlfriend is from Grand Island. He wanted to move to a smaller, less violent town where he could raise his children. He said that he has never been affiliated with any gangs and doesn't smoke marijuana anymore. However, when I first ask him if he is still using marijuana and when he last used, he asked me if his response was "off the record." I told him no and didn't get anymore information on that subject.

Julio advised that the guys involved in the latest drive-by shooting tried to get into Copas De Oro the night before the shooting, but one of them didn't look old enough and didn't present identification, so he didn't let them in. Julio said he doesn't know the men but knows of them.

I asked Julio why he would want to take a chance on a business that the seller wanted out of so badly. After expenses, I wondered if he would make enough money to support his family. Julio said the bar brings in about \$5,000 a week. I then asked why Pablo wanted out if the bar was doing that well. The only explanation Julio could think of was that Pablo was still paying fines and would also have to invest some money for bar renovations.

All in all, the Grand Island Police Department will remain neutral on the approval of the liquor license. However, it will be brought to the attention of the Council that 53-125 of the Nebraska Liquor Control Act states in part that, "No license of any kind shall be issued to a person who is not of good character and reputation in the community in which he or she resides." Julio has two marijuana convictions and a third contact for marijuana use all within the last three years. It seems like the question at hand is, "Is this type of criminal behavior conducive to running a business that sells liquor?"



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item E2

**Public Hearing on Request from JBS Swift & Company for a
Conditional Use Permit for a Temporary Parking Lot Located at
435 Stuhr Road**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: March 9, 2010

Subject: Conditional Use Permit for Temporary Parking Lot at 435 Stuhr Road

Item #'s: E-2 & H-1

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request of JBS Swift & Company to allow for the approval of a one year temporary parking lot at 435 Stuhr Road. This request is to facilitate the parking of employee vehicles during construction of a permanent parking lot on adjacent property and to facilitate future building additions to the existing facility. The property is currently zoned M-1, Light Manufacturing Zone. A request to modify the zoning classification to a M-2 Heavy Manufacturing Zone is currently being processed by the Regional Planning Commission, in either zone the request for a temporary parking lot with a unimproved surface of milled asphalt requires the approval of the City Council as a temporary use. The City Code does provide for City Council approval of temporary uses, not to exceed two years in undeveloped areas and six months in developed areas.

Discussion

The City code does identify temporary uses as an authorized conditional use. The placement of crushed milled asphalt for a surface as opposed to a permanent hard surface of asphalt or concrete would be allowed by code only as a temporary use approved by the City council. This requested item appears as a reasonable request to facilitate the current and proposed construction activity planned by JBS Swift.

One condition suggested to be placed upon this request is the responsibility of controlling any dust created from the lot needs to be addressed by the applicants during any dry months throughout the duration of the use.

Alternatives

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

1. Approve the request.
2. Disapprove or Deny the request.
3. Modify the request to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the request with the conditions identified imposed. .

Sample Motion

Move to approve the request for a conditional use permit to provide for a temporary parking lot at 435 Stuhr Road for a one year period with the conditions as outlined in the staff recommendation.



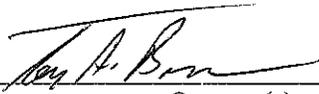
Non-Refundable Fee: \$200.00
Return by: 3-9-10
Council Action on: 3-9-10

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

- 1. The specific use/construction requested is: Temporary Parking Lot
- 2. The owner(s) of the described property is/are: JBS Swift & Company
- 3. The legal description of the property is: See attached map
- 4. The address of the property is: 435 Stuhr Rd Grand Island, NE 68801
- 5. The zoning classification of the property is: M1
- 6. Existing improvements on the property is: none
- 7. The duration of the proposed use is: 1 year
- 8. Plans for construction of permanent facility is: Spring 2010
- 9. The character of the immediate neighborhood is: Industrial
- 10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
- 11. Explanation of request: JBS Swift & Company would like to build a temporary parking lot while a permanent parking lot is designed and constructed.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

<u>2/10/2010</u>	<u></u>
Date	Owners(s)
<u>308-384-5330</u>	<u>555 S Stuhr Rd</u>
Phone Number	Address
<u>Grand Island</u>	<u>NE</u>
City	State
	<u>68801</u>
	Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item E3

Public Hearing on Request from Foth o/b/o Union Pacific Railroad for a Conditional Use Permit for Continued Use of Two (2) Skid-Mounted Sheds for Operation of a Blower and Compressor for Remediation Located at 1219 1/2 W. North Front Street

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: March 9, 2010

Subject: Request of Brain Symons of Foth Infrastructure & Environment on behalf of Union Pacific Railroad for Approval of a Renewal Request for a Conditional Use Permit to Allow a Temporary Building at 12191/2 W.N. Front Street

Item #'s: E-3 & H-2

Presenter(s): Craig Lewis – Building Department Director

Background

This request is for Council approval to allow for the continued placement of two temporary buildings at 12191/2 W. N. Front Street to facilitate equipment for a remediation project. The original request was presented and approved by the City Council in September of 1999 and has received additional approvals every two years since that time.

Discussion

The City code allows for temporary buildings and uses if approved by the City Council in the form of a Conditional Use Permit. This request is to allow for the continued operation of equipment to facilitate cleanup efforts at the site. The site location is such that it does not appear it has had any negative impact on the neighboring properties during the operation since 1999.

Alternatives

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

1. Approve the request.
2. Disapprove or /Deny the request.
3. Modify the request to meet the wishes of the Council

4. Table the issue

Recommendation

City Administration recommends that the Council approve the request for a conditional use permit for an additional two year period.

Sample Motion

Move to approve the request for a conditional use permit to allow for the continued placement of two temporary buildings for an additional two years.

Conditional Use Permit Application

pc: Building, Legal, Utilities
 Planning, Public Works

1. The specific use/construction requested is: Allow continued use of two (2) 10 ft x 12 ft skid-mounted sheds with electrical service for operation of a blower and compressor for remediation.
2. The owner(s) of the described property is/are: Union Pacific Railroad, represented by Foth IE
 County: Hall, Township: 11, Range: 9W
3. The legal description of the property is: Section: 16, Quarter Section: SW
4. The address of the property is: 1219 1/2 W. North Front Street
Grand Island, NE 68801
5. The zoning classification of the property is: M-2
6. Existing improvements on the property is: Two (2) sheds, crushed concrete cover, chain link fence
7. The duration of the proposed use is: Two (2) years
8. Plans for construction of permanent facility is: Not Applicable
Industrial buildings on three (3) sides with main line
9. The character of the immediate neighborhood is: railroad track on the south side.
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Permission is requested for continued use of the two (2) skid-mounted sheds with electrical service during an EPA-mandated remediation project. The equipment may be operated periodically over the next two (2) years. The sheds and equipment will be removed following EPA approval.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

<u>February 16, 2010</u>		<u>Foth IE (on behalf of</u>
Date	Owners(s)	<u>Union Pacific Railroad)</u>
<u>(913) 469-0686 x3814</u>	<u>14 Corporate Woods, Suite 650</u>	
Phone Number	Address	
	<u>8717 W. 110th Street</u>	
	<u>Overland Park</u>	<u>Kansas</u>
City	State	<u>66210</u>
		Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item F1

**#9252 - Consideration of Vacation of a Utility Easement Located at
435 S Stuhr Road (Swift Beef Company)**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 9, 2010

Subject: Consideration of Vacation of a Utility Easement Located at 435 S Stuhr Road (Swift Beef Company)

Item #'s: F-1

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

Background

A Ten (10) foot wide utility easement, as well as a twenty (20) foot trail and utility easement were filed with Hall County on June 28, 2005 as part of the platting & filing of V & C Subdivision. These easements do not have any utilities within it, nor is there a need anticipated in the future.

Discussion

The developer of the property is requesting that the existing 10' wide utility easement along the east side of the lot be vacated. They are also requesting the existing 20' wide utility & trail easement along the south side of the lot be vacated. This utility & trail easement will be replaced with the re-platting of the property. All work related to the vacation will be performed at the developers cost to allow for improvement of the property as planned.

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 the passing of an ordinance vacating the utility easements in Lot One (1) of V & C Subdivision.

Sample Motion

Move to pass an ordinance vacating the utility easements in Lot One (1) of V & C Subdivision.

EASEMENT VACATION V&C SUBDIVISION

DWG: F:\projects\010-0081_SVY0\Final_Plat\0100081_Vacated Easements.dwg USER: gsmith
 DATE: Feb 23, 2010 4:50pm XREFS: 0100081_ROW 0100081_pbase

SHEET 1 OF 1

SW COR. W 1/2 NW 1/4
 SEC. 14-T11N-R9W

THE SOUTHERN 20' TRAIL
 AND UTILITY EASEMENT
 AND THE EASTERN 10' UTILITY
 EASEMENT OF LOT 1,
 V&C SUBDIVISION TO BE
 VACATED WITH THIS PLAT.

PART OF 15-11-9
 (NOT A PART)

S89°50'00"W 13.06'(M) 13.00'(R1)

73'
 ROAD R.O.W.
 40°

N00°27'53"E 510.06'(M) 509.98'(R1)

240.84'

VACATED N&C SUBDIVISION

10' UTILITY EASEMENT
 TO BE VACATED

20' TRAIL AND UTILITY EASEMENT
 TO BE VACATED

N00°26'55"E 66.00'(M) 66.00'(R1)

N89°26'51"W 258.39'(M) 258.27'(R1)
 S89°25'27"E 39.89'(M) 40.00'(R1)



WOLSSON

ASSOCIATES

201 East 2nd Street
 P.O. Box 1072
 Grand Island, NE 68802-1072
 TEL 308.384.8750
 FAX 308.384.8752

LEGEND



EASEMENT TO BE VACATED

ORDINANCE NO. 9252

An ordinance to vacate existing utility easements and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That the existing utility easements at 435 S Stuhr Road in Grand Island, Hall County, Nebraska, more particularly described as follows:

THE EAST TEN (10) FEET AND THE SOUTH TWENTY (20) OF LOT ONE (1), V & C SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

is hereby vacated. Such easements to be vacated are shown and more particularly described on Exhibit A attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

ORDINANCE NO. 9252 (Cont.)

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

Enacted: March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item F2

**#9253 - Consideration of Amending the Grand Island City Code
Chapter 12 Regarding Civil Service**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: March 9, 2010

Subject: Ordinance #9253, Amend Chapter 12 of the City Code

Item #'s: F-2

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Chapter 12 of the City Code deals with Civil Service. The Civil Service Commission oversees the testing, hiring and disciplinary process at the City. This chapter in the City Code is aligned with State Statute in reference to the rules and regulations that are observed with positions covered by the Civil Service. Positions covered by Chapter 12 of the City Code are positions found in the Police and Fire Departments.

Discussion

An FTE amendment was approved by the City Council at the February 23, 2010 City Council meeting for the Fire Department. The Fire Operations Division Chief, Fire Prevention Division Chief, Fire Training Division Chief and EMS Division Chief were all reclassified and are now called Fire Division Chief. Chapter 12, section 5 of the City Code needs to be amended to correctly show the title changes. In addition to the aforementioned, the position Firefighter EMT-I needs to be replaced with Firefighter EMT-B. The City does not have the EMT-I position and has not for several years. This change is needed to accurately reflect the positions that the City currently has.

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 Ordinance #9253 which amends Chapter 12 of the City Code to reflect the title changes in the Fire Department.

Sample Motion

Move to approve Ordinance #9253.

ORDINANCE NO. 9253

An ordinance to amend Chapter 12 of the Grand Island City Code; to amend Section 5 pertaining to the positions listed for the Fire Department; to amend Section 5 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 12-5 of the Grand Island City Code is hereby amended to read as follows:

§12-5. Civil Service Positions

The following official job classification titles are designated for employment positions subject to the Civil Service Act:

Police Department:

Police Chief
Police Captain
Police Sergeant
Police Officer

Fire Department:

Fire Chief
~~Fire Division Chief~~
~~Fire Operations Division Chief~~
~~Fire Prevention Division Chief~~
~~Fire Training Division Chief~~
Fire Captain
~~EMS Division Chief~~
Fire Fighter EMT-P
Fire Fighter EMT-~~IB~~

The number of employment positions within each job classification shall be as from time to time determined by the Mayor. The Mayor shall have the authority to create additional employment positions and to eliminate any or all employment positions in each said job classification except Police Chief and Fire Chief.

SECTION 2. Section 12-5 as now existing, and any ordinances or parts of ordinances in conflict herewith are repealed.

ORDINANCE NO. 9253 (Cont.)

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. 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: March 9, 2010

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G1

Approving Minutes of February 23, 2010 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 23, 2010

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on February 23, 2010. Notice of the meeting was given in *The Grand Island Independent* on February 17, 2010.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Councilmember's were present: Meyer, Niemann, Gilbert, Haase, Dugan, Ramsey, Zapata, Nickerson, and Gericke. Councilmember Carney 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.

COMMUNICATION: Mayor Hornady introduced CYC members Austin Witmer, Lauren Kruger, Steven Bartz and Miranda Baxter. Also mentioned was the PJ's and Pages Drive that will wrap up this Saturday, February 27, 2010.

Presentation by Almquist, Maltzahn, Galloway & Luth for Fiscal Year 2009 City Single Audit and General Purpose Financial Statements and Electric and Water Audit Reports. Terry Galloway from Almquist, Maltzahn, Galloway & Luth gave the 2009 City Single Audit and General Purpose financial statements and electric and water audit reports. A brief overview and review of each report was given, also presented was a score card for the City of Grand Island.

Sales tax and property tax were discussed. Mr. Galloway stated positive cash balances were important before claims were paid for each fund. If no cash was available an inter-fund transfer needed to be made.

PUBLIC HEARINGS:

Public Hearing on Request from Sin City, LLC dba Sin City Grill, 410 West 3rd Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "C" Liquor License had been received from Sin City, LLC dba Sin City Grill, 410 West 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 3, 2010; notice to the general public of date, time, and place of hearing published on February 13, 2010; notice to the applicant of date, time, and place of hearing mailed on February 3, 2010; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement Located in an Unplatted Tract of Land Located in the West Half of the Southwest Quarter of Section 12, Township 11 North, Range 10 West (Little B's Corporation). Steve Riehle, Public Works Director reported that a 20 foot wide drainage easement was needed to provide for storm sewer from Summerfield Estates to the

City's Highland Park drain. Staff recommended approval. Greg Baxter, 2121 North Fonner View Road spoke in support. No further public testimony was heard.

ORDINANCES:

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

#9249 – Consideration of Conveyance of Properties at 424 North Waldo Street, 503 West Louise Street, and 809 West Charles Street

#9250 – Consideration of Transferring Special Revenue Fund 290 Backflow Expenses to the General Fund

#9251 – Consideration of Salary Ordinance

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

#9249 – Consideration of Conveyance of Properties at 424 North Waldo Street, 503 West Louise Street, and 809 West Charles Street

Joni Kuzma, Community Development Administrator reported that Ordinance #9249 would allow the City to purchase the structures and properties at 424 N. Waldo Street, 503 W. Louise Street, and 809 W. Charles Street on February 9, 2010 for as a part of the Neighborhood Stabilization Program (NSP) using Community Development Block Grant funds.

Motion by Meyer, second by Dugan to approve Ordinance #9249.

City Clerk: Ordinance #9249 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote all voted aye. Motion adopted.

City Clerk: Ordinance #9249 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9249 is declared to be lawfully adopted upon publication as required by law.

#9250 – Consideration of Transferring Special Revenue Fund 290 Backflow Expenses to the General Fund

Craig Lewis, Building Department Director reported that Ordinance #9250 Backflow Protection Program would be changed so that the surcharge monies would be receipted directly into the Water Fund with the result that the Backflow Fund be eliminated.

Motion by Haase, second by Nickerson to approve Ordinance #9250.

City Clerk: Ordinance #9250 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote all voted aye. Motion adopted.

City Clerk: Ordinance #9250 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9250 is declared to be lawfully adopted upon publication as required by law.

#2010-58 – Approving FTE Title Changes for Fire Division Chiefs. Troy Hughes, Fire Chief reported that this Ordinance would eliminate FTE titles of Fire Operations Chief, Fire Training Division Chief, EMS Division Chief, and Fire Prevention Division Chief and consolidate them into one FTE title of Fire Division Chief.

Motion by Gilbert, second by Meyer to approve Resolution #2010-58. Upon roll call vote, all voted aye. Motion adopted.

#9251 – Consideration of Salary Ordinance

Brenda Sutherland, Human Resources Director reported that Ordinance #9251 would make the necessary changes to the Salary Ordinance for the FTE positions for the Fire Department.

Motion by Ramsey, second by Zapata to approve Ordinance #9251.

City Clerk: Ordinance #9251 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote all voted aye. Motion adopted.

City Clerk: Ordinance #9251 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9251 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of February 9, 2010 City Council Regular Meeting.

#2010-50 – Approving FTE Amendment – System Technician to Power Plant Maintenance Mechanic.

#2010-51 – Approving Program Prioritization Consultants Jon Jonson and Chris Fabian.

#2010-52 – Approving Acquisition of Public Utility Easement Located in an Unplatted Tract of Land Located in the West Half of the Southwest Quarter of Section 12, Township 11 North, Range 10 West (Little B's Corporation).

#2010-53 – Approving Storm Drainage Agreement with Little B’s Corporation to Serve the Original Summerfield Subdivision.

#2010-54 – Approving State Bid Award for (1) 2010 3/4 Ton Extended Cab 4x4 Pickup for the Wastewater Division of the Public Works Department with Sid Dillon Chevrolet-Buick-Pontiac of Wahoo, Nebraska in an Amount of \$24,791.00.

#2010-55 – Approving Nebraska Children and Families Foundation Contract for a Parent Child Interaction Grant.

#2010-56 – Approving Amended HIPPA Business Associate Agreement with Golden Living.

#2010-57 – Approving Amended HIPPA Business Associate Agreement with RCI and TASC.

RESOLUTIONS:

#2010-59 – Consideration of Request from Sin City, LLC dba Sin City Grill, 410 West 3rd Street for a Class “C” Liquor License and Liquor Manager Designation for Brent Lindner, 1322 West John Street. This item related to the aforementioned Public Hearing.

Motion by Haase, second by Nickerson to approve Resolution #2010-59 contingent upon final inspections. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of February 10, 2010 through February 23, 2010, for a total amount of \$. Unanimously approved.

Motion by Dugan, second by Nickerson to approve the Claims for the period of February 10, 2010 through February 23, 2010 for the Veterans Athletic Field Complex for a total amount of \$79,723.72. Unanimously approved.

Motion by Dugan, second by Nickerson to approve the Claims for the period of February 10, 2010 through February 23, 2010 for the State Fair Recreation Building for a total amount of \$234,000.00. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:50 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G2

#2010-60 - Approving Bid Award for Cooling Tower Fire Protection - Platte Generating Station

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, City Attorney

Meeting: March 9, 2010

Subject: Cooling Tower Fire Protection – Platte Generating Station

Item #'s: G-2

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

Background

In the fall of last year, a contract was awarded for the replacement of major structural components of the cooling tower at the Platte Generating Station. The rebuild of the cooling tower is completed, with performance testing to be completed during the upcoming summer. The insurance carrier for the Department, Factory Mutual, strongly recommends fire protection sprinkler systems for cooling towers and this recommendation is concurred in by plant management staff. Replacement cost of the cooling tower is estimated to be over \$3,000,000. Specifications for a fire protection sprinkler system for this newly rebuilt tower were prepared and issued for bids. The design of the fire protection system was done by plant engineering staff and reviewed by Factory Mutual. The system design is in accordance with Factory Mutual requirements.

Discussion

The specifications for the Cooling Tower Fire Protection at Platte were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on February 25, 2010. Specifications were sent to seven potential bidders and responses were received as listed below. The engineer's estimate for this project was \$80,000.00.

Bidder	Bid Price
Nebraska Fire Sprinkler	\$ 55,500.00
Continental Fire Sprinkler Co.	\$ 62,287.00
Viking Automatic Sprinkler co.	\$ 99,500.00
Summit Fire Protection	\$ 169,000.00

All bidders took an exception to providing underground electrical conduit from the coal handling control building (the closest power supply for alarm and control functions) to the cooling tower. That exception is acceptable. The installation of conduit will be done by the Electric Department.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Cooling Tower Fire Protection at Platte Generating Station to Nebraska Fire Sprinkler of Alda, Nebraska, as the low responsive bidder, with the bid price of \$55,500.00.

Sample Motion

Move to approve the bid award of \$55,500.00 from Nebraska Fire Sprinkler for Cooling Tower Fire Protection at Platte Generating Station as submitted.



Wes Nespor, Purchasing Agent

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BID OPENING

BID OPENING DATE: February 25, 2010 at 11:00 a.m.
FOR: PGS COOLING TOWER FIRE PROTECTION
DEPARTMENT: Utilities
ESTIMATE: \$80,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: February 4, 2010
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Summit Fire Protection</u> St. Paul, MN	<u>Viking Automatic Sprinkler Co.</u> St. Paul, MN
Bid Security:	Granite RE, Inc.	Arch Insurance Co.
Exceptions:	Noted	Noted

Bid Price:		
Material:	\$83,089.00	\$76,000.00
Labor:	\$81,476.00	\$22,000.00
Sales Tax:	<u>\$ 4,435.00</u>	<u>\$ 1,500.00</u>
Total Base Bid:	\$169,000.00	\$99,500.00

Bidder:	<u>Continental Fire Sprinkler Co.</u> Omaha, NE	<u>Nebraska Fire Sprinkler</u> Alda, NE
Bid Security:	Travelers Casualty & Surety Co.	Universal Surety Co.
Exceptions:	Noted	Noted

Bid Price:		
Material:	\$25,500.00	\$22,366.00
Labor:	\$35,002.00	\$32,078.00
Sales Tax:	<u>\$ 1,785.00</u>	<u>\$ 1,056.00</u>
Total Base Bid:	\$62,287.00	\$55,500.00

RESOLUTION 2010-60

WHEREAS, the City Electric Department invited sealed bids for Cooling Tower Fire Protection at the Platte Generating Station; and

WHEREAS, on February 25, 2010, bids were received, opened and reviewed; and

WHEREAS, Nebraska Fire Sprinkler of Alda, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$55,500.00; and

WHEREAS, the bid of Nebraska Fire Sprinkler of Alda, Nebraska, is less than the estimate for Cooling Tower Fire Protection at the Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Fire Sprinkler of Alda, Nebraska, in the amount of \$55,500.00 for Cooling Tower Fire Protection at Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2010	☐ City Attorney



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G3

#2010-61 - Approving Bid Award for Transfer House Fire Protection Upgrade - Platte Generating Station

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, City Attorney

Meeting: March 9, 2010

Subject: Transfer House Fire Protection Upgrade at
Platte Generating Station

Item #'s: G-3

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

Background

The coal conveyors at the Platte Generating Station are used to unload coal from rail cars and transfer the coal to either on-site storage areas or plant storage silos. The conveyors are essential to plant operation and are protected from fire by automatic sprinkler systems. These systems were part of the original design scope when the plant was constructed in 1982. Included in the systems are automatic water supply valves and electronic fire detection and electronic activation systems. The original automatic valves are obsolete and parts used to repair the fire valves in the transfer house are no longer available from the manufacturer. The protection control fire panels have electronic circuit boards that have failed and been repaired by plant technical staff, but these circuit boards are also obsolete and replacement boards are no longer available. These components are vital for the proper operation of the fire protection for the coal handling system. Specifications to replace the old, obsolete valves and electronic systems were developed by plant engineering staff. The specifications were reviewed and approved by Factory Mutual, the Department's insurance carrier.

Discussion

The specifications for the Transfer House Fire Protection Upgrade at Platte Generating Station were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on February 25, 2010. Specifications were sent to seven potential bidders and responses were received as listed below. The engineer's estimate for this project was \$106,000.00.

Bidder	Bid Price
Nebraska Fire Sprinkler	\$ 79,800.00
Summit Fire Protection	\$ 119,000.00
Continental Fire Sprinkler Co.	\$ 120,517.00
Viking Automatic Sprinkler co.	\$ 167,800.00

All bidders took an exception to providing underground electrical conduit for the new yard area wiring required for the project. That exception is acceptable. The installation of conduit will be done by the Electric Department. The bid from Nebraska Fire Sprinkler is otherwise compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Transfer House Fire Protection Upgrade at Platte Generating Station to Nebraska Fire Sprinkler of Alda, Nebraska, as the low responsive bidder, with the bid price of \$79,800.00.

Sample Motion

Move to approve the contract with Nebraska Fire Sprinkler for the Transfer House Fire Protection Upgrade at Platte Generating Station in the amount of \$79,800.00.



Wes Nespor, Purchasing Agent

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BID OPENING

BID OPENING DATE: February 25, 2010 at 11:15 a.m.
FOR: PGS Transfer House Fire Protection Upgrade
DEPARTMENT: Utilities
ESTIMATE: \$106,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: February 19, 2010
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Summit Fire Protection</u> St. Paul, MN	<u>Viking Automatic Sprinkler Co.</u> St. Paul, MN
Bid Security:	Granite RE, Inc.	Arch Insurance Co.
Exceptions:	None	Noted

Bid Price:		
Material:	\$67,622.00	\$95,000.00
Labor:	\$47,601.00	\$68,000.00
Sales Tax:	<u>\$ 3,777.00</u>	<u>\$ 4,800.00</u>
Total Base Bid:	\$119,000.00	\$167,800.00

Bidder:	<u>Continental Fire Sprinkler Co.</u> Omaha, NE	<u>Nebraska Fire Sprinkler</u> Alda, NE
Bid Security:	Travelers Casualty & Surety Co.	Universal Surety Co.
Exceptions:	Noted	Noted

Bid Price:		
Material:	\$72,500.00	\$30,669.00
Labor:	\$42,942.00	\$47,869.00
Sales Tax:	<u>\$ 5,075.00</u>	<u>\$ 1,262.00</u>
Total Base Bid:	\$120,517.00	\$79,800.00

RESOLUTION 2010-61

WHEREAS, the City Electric Department invited sealed bids for Transfer House Fire Protection Upgrade at the Platte Generating Station; and

WHEREAS, on February 25, 2010, bids were received, opened and reviewed; and

WHEREAS, Nebraska Fire Sprinkler of Alda, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$79,800.00; and

WHEREAS, the bid of Nebraska Fire Sprinkler of Alda, Nebraska, is less than the estimate for Transfer House Fire Protection Upgrade at the Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Fire Sprinkler of Alda, Nebraska, in the amount of \$79,800.00 for Transfer House Fire Protection Upgrade at Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2010	☐ City Attorney



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G4

**#2010-62 - Approving Bid Award for Precipitator and Duct
Cleaning - Platte Generating Station**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Dale Shotkoski, City Attorney

Meeting: March 9, 2010

Subject: Precipitator and Duct Cleaning – Platte Generating Station

Item #'s: G-4

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

Background

The electrostatic precipitator at the Platte Generating Station is the air quality control equipment used to remove coal ash particulates from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's operating permit. Due to volume and characteristics of the coal ash, the precipitator must be grit blasted twice a year to remove ash build-up to allow the plant to remain below permitted emission levels. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the precipitator internal surfaces and components. The next outage is scheduled for April of this year. Specifications were developed by the plant maintenance staff to include grit blasting of the electrostatic precipitator and bulk vacuuming of the associated ductwork.

Discussion

The specifications for the Precipitator and Duct Cleaning were issued for bid and responses were received from the following bidders. The engineer's estimate for this project was \$80,000.00.

Bidder	Bid Price
W-S Industrial Services, Inc.	\$ 52,087.00
FH Coatings, LLC	\$ 61,610.94

Plant staff reviewed the bids for compliance with the City's detailed specifications. The low bid provided by W-S Industrial Services is compliant 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 Bid to W-S Industrial Services from Council Bluffs, Iowa, as the low responsive bidder, with the bid price of \$52,087.00.

Sample Motion

Move to approve the bid of \$52,087.00 from W-S Industrial Services, Inc. for Precipitator and Duct Cleaning as submitted.



Wes Nespor, Purchasing Agent

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BID OPENING

BID OPENING DATE: February 25, 2010 at 11:30 a.m.
FOR: Precipitator and Duct Cleaning
DEPARTMENT: Utilities
ESTIMATE: \$80,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: February 16, 2010
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>W-S Industrial Services, Inc.</u> Council Bluffs, IA	<u>FH Coatings, LLC</u> Kechi, KS
Bid Security:	Merchants Bonding Co.	\$3,012.30
Exceptions:	None	None
Bid Price:		
Material:	\$21,860.00	\$19,500.00
Labor:	\$26,820.00	\$40,745.94
Sales Tax:	<u>\$ 3,407.00</u>	<u>--</u>
Total Base Bid:	\$52,087.00	\$60,245.94

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Rodger Zawodniak, PGS

RESOLUTION 2010-62

WHEREAS, the City Electric Department invited sealed bids for Precipitator and Duct Cleaning at the Platte Generating Station; and

WHEREAS, on February 25, 2010, bids were received, opened and reviewed; and

WHEREAS, W-S Industrial Services of Council Bluffs, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$52,087.00; and

WHEREAS, the bid of W-S Industrial Services of Council Bluffs, Iowa, is less than the estimate for Precipitator and Duct Cleaning at the Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of W-S Industrial Services, Inc., in the amount of \$52,087.00 for Precipitator and Duct Cleaning at Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2010	☐ City Attorney



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G5

#2010-63 - Approving Bid Award for Hot-Mix Asphalt for 2010

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director
Meeting: March 9, 2010
Subject: Approving Bid Award for Hot-Mix Asphalt for 2010
Item #'s: G-5
Presenter(s): Steven P. Riehle, Public Works Director

Background

On February 12, 2010 the Streets Division of the Public Works Department advertised for bids for the purchase of hot-mix asphalt to be used in conjunction with in-house asphalt work throughout the calendar year 2010. The hot-mix asphalt is used by the City's asphalt patching crew.

Discussion

Two (2) bids were received and opened on March 2, 2009. Each bid was submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

Vendor	Exceptions	Unit Prices
Gary Smith Construction Co., Inc. of Grand Island, NE	None	Type "A" - \$46.35/ton Type "B" - \$44.56/ton Type "C" - \$46.95/ton SuperPave - No Bid
J.I.L. Asphalt Paving Co. of Grand Island, NE	None	Type "A" - \$50.00/ton Type "B" - \$46.00/ton Type "C" - \$49.00/ton SuperPave - \$51.00/ton

The type of asphalt we get each day from the plant will be the type they are making for that particular day. Averaging all three types of asphalt bid at \$45.96 and an estimated amount of asphalt to be used of 1,600 tons that equates to an estimated total cost of \$73,536.00.

Type "A", Type "B" and Type "C" are the primary asphalt types used by the Street Division. The SuperPave hot-mix asphalt that was not bid by Gary Smith Construction Co. is not a patching mix and is not needed.

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

Alternatives

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

1. 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 purchase of the hot-mix asphalt to Gary Smith Construction Co. of Grand Island, Nebraska.

Sample Motion

Move to approve the award of the contract to Gary Smith Construction Co. of Grand Island, Nebraska.



Wes Nespor, Purchasing Agent

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BID OPENING

BID OPENING DATE: March 2, 2010 at 2:15 p.m.
FOR: Asphalt Hot-Mix for 2010
DEPARTMENT: Public Works
ESTIMATE: \$55.00 per ton
FUND/ACCOUNT: 10033503-85547
PUBLICATION DATE: February 12, 2010
NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>J.I.L. Asphalt Paving Co.</u> Grand Island, NE	<u>Gary Smith Construction Co.</u> Grand Island, NE
Bid Price:		
Type "A"	\$50.00 per ton	\$46.35 per ton
Type "B"	\$46.00 per ton	\$44.56 per ton
Type "C"	\$49.00 per ton	\$46.95 per ton
SuperPave:	\$51.00 per ton	No Bid

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

Catrina DeLosh, PW Admin. Assist.
Scott Johnson, Street Supt.

RESOLUTION 2010-63

WHEREAS, the City of Grand Island invited sealed bids for furnishing Hot-Mix Asphalt for 2010, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on March 2, 2009 bids were received, opened and reviewed; and

WHEREAS, Gary Smith Construction Co. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$46.35 per ton for Type "A" asphaltic concrete, \$44.56 per ton for Type "B" asphaltic concrete and \$46.95 per ton for Type "C" asphaltic concrete.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the bid of Gary Smith Construction Co. of Grand Island, Nebraska in the amount of \$46.35 per ton for Type "A" asphaltic concrete, \$44.56 per ton for Type "B" asphaltic concrete and \$46.95 per ton for Type "C" asphaltic concrete is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2010	☐ City Attorney



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G6

#2010-64 - Approving Bid Award for Concrete Ready-Mix for 2010

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director
Meeting: March 9, 2010
Subject: Approving Bid Award for Concrete Ready-Mix for 2010
Item #'s: G-6
Presenter(s): Steven P. Riehle, Public Works Director

Background

On February 12, 2010 the Streets Division of the Public Works Department advertised for bids for the purchase of portland cement concrete ready-mix to be used in conjunction with in-house concrete repairs throughout the calendar year 2010. The concrete ready mix is used by the City's concrete patching crew.

Discussion

Two (2) bids were received and opened on March 2, 2010. Each bid was submitted in compliance with the contract and specifications with no exceptions. A summary of the bids is shown below.

Vendor	Exceptions	Unit Prices
Gerhold Concrete Co., Inc. of Grand Island, NE	None	\$70.00 per cubic yard
Consolidated Concrete of Grand Island, NE	None	\$76.00 per cubic yard

The estimated quantity of portland cement concrete ready-mix is 1,500 cubic yards; for an estimated total of \$105,000.00.

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

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve awarding the contract for the purchase of the Portland cement concrete ready-mix to Gerhold Concrete Co., Inc. of Grand Island, Nebraska in the amount of \$70.00 per cubic yard.

Sample Motion

Move to approve the award of the contract to Gerhold Concrete Co., Inc. of Grand Island, Nebraska.



Wes Nespor, Purchasing Agent

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BID OPENING

BID OPENING DATE: March 2, 2010 at 2:00 p.m.
FOR: Concrete Ready-Mix for 2010
DEPARTMENT: Public Works
ESTIMATE: \$80.00 per cubic yard
FUND/ACCOUNT: 10033503-85547
PUBLICATION DATE: February 12, 2010
NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>Gerhold Concrete Co., Inc.</u> Grand Island, NE	<u>Consolidated Concrete</u> Grand Island, NE
Bid Price:	\$70.00 per cubic yard	\$76.00 per cubic yard

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

Catrina DeLosh, PW Admin. Assist.
Scott Johnson, Street Supt.

P1395

RESOLUTION 2010-64

WHEREAS, the City of Grand Island invited sealed bids for furnishing Portland Cement Concrete Ready-Mix for 2010 for the Streets Division of the Public Works Department, according to specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on March 2, 2009, bids were received, opened and reviewed; and

WHEREAS, Gerhold Concrete Co., Inc. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$70.00 per cubic yard; and

WHEREAS, the total cost based on the estimated usage of 1,500 cubic yards for the 2010 construction season at the above-identified price, is estimated at \$105,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gerhold Concrete Co., Inc. of Grand Island, Nebraska, in the amount of \$70.00 per cubic yard for Portland cement concrete ready-mix is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2010	☐ City Attorney



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G7

#2010-65 - Approving Bid Award for Concrete Pavement & Storm Sewer Repairs 2010

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 9, 2010

Subject: Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2010

Item #'s: G-7

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

Background

On February 18, 2010 the Streets Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repairs for the calendar year 2010. The contracted concrete pavement and storm sewer work supplements the repair work that is performed by the City's patching crews.

Discussion

Two (2) bids were received and opened on March 2, 2010. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

Vendor	Exceptions	Total Bid
O.K. Paving of Hordville, NE	None	\$745,809.60
The Diamond Engineering Co. of Grand Island, NE	None	\$778,237.00

There are sufficient funds in Account No. 10033506-85351 (Concrete Repair), 10033504-85318 (Storm Sewer Repair), 10033503-85318 (Curb & Gutter), and 10033503-85547 (Materials) to fund this contract. This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2009/2010, the scope of work for this contract will be scaled down accordingly.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve awarding the contract to O.K. Paving, Inc. of Hordville, Nebraska for the amount of \$745,809.60.

Sample Motion

Move to approve the bid award.



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 2, 2010 at 2:30 p.m.

FOR: Concrete Pavement & Storm Sewer Repair 2010

DEPARTMENT: Public Works

ESTIMATE: \$850,000.00

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

PUBLICATION DATE: February 18, 2010

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>OK Paving, Inc.</u> Grand Island, NE
Bid Security:	Universal Surety Co.	\$37,290.48
Exceptions:	None	None
Bid Price:	\$778,237.00	\$745,809.60

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

Catrina DeLosh, PW Admin. Assist.
Scott Johnson, Street Supt.

RESOLUTION 2010-65

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repairs 2010, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on March 2, 2010, bids were received, opened and reviewed; and

WHEREAS, OK Paving of Hordville, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$745,809.60; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of OK Paving of Hordville, Nebraska, in the amount of \$745,809.60 for Concrete Pavement and Storm Sewer Repairs 2010 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2010	☐ City Attorney



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G8

#2010-66 - Approving Agreement for a Foster Youth Advisor and Council Development Grant

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Meeting: March 9, 2010

Subject: Approve Foster Youth Advisor and Council
Development grant agreement with Nebraska Children
and Families Foundation

Item #'s: G-8

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The Nebraska Children and Families Foundation (NCFE) is offering the City of Grand Island an opportunity to enhance resources and support for youth with foster care experience in our community and in Nebraska through a assessment and planning process. NCFE has funded a variety of programs and collaboration building activities in Grand Island for almost 15 years. For the past 3 years, the Coalition for Children has been building mutual community partnerships, with guidance from NCFE, in preparation for this and other projects that enhance the Child Well-being Prevention System of Care.

The Foster Youth Advisor and Council Development offer generally includes:

- Financial support of up to \$10,000 to select and provide funding for a part-time staff person to enhance and support a local Nebraska Foster Youth Council (NFYC) Chapter.
- Additional financial support of up to \$2,000 for facilitating monthly Nebraska Foster Youth Council meetings in Central Nebraska
- Technical support to assist in creating a strategic plan for foster youth by September 30, 2010
- \$1,000 for community partner meeting expenses

Discussion

The Nebraska Children and Families Foundation (NCFE) is investing in local communities to enhance child well-being throughout the state. The anticipated outcome of this community planning process around youth with foster care experience is to establish connections to local support and build lifelong relationships to help successfully transition foster youth to adulthood.

With acceptance of the offer, a grant in the amount of \$10,000 will be awarded to the City. No matching funds are required. A written strategic plan for enhanced resources and support of foster youth must be completed and submitted to the Nebraska Children and Families Foundation by September 30, 2010.

The City will act as fiscal agent. The Coalition for Children in collaboration with Community Development will carry out the scope of offer as outlined in the offer letter.

Alternatives

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

1. Approve the grant agreement
2. Refer the issue to a Committee
3. Postpone the issue to future date

Recommendation

City administration recommends that Council approve the grant agreement with the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve the grant agreement with the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents.

RESOLUTION 2010-66

WHEREAS, the Nebraska Children and Families Foundation is offering a Foster Youth Advisory and Council Development grant to the City of Grand Island; and

WHEREAS, the grant includes financial support of up to \$10,000 to complete a community assessment and strategic plan for foster youth;

WHEREAS, a written plan must be completed and submitted to the Nebraska Children and Families Foundation by September 30, 2010; and

WHEREAS, the Coalition for Children will work with Community Development to carry out the scope of offer as outlined in the agreement; and

WHEREAS, the City of Grand Island will serve as fiscal agent for the grant; and

WHEREAS, an agreement letter has been received by the City and must be signed by the Mayor in order to accept the grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement for the Nebraska Children and Families Foundation is approved and that the Mayor is hereby authorized and directed to execute any related documents on behalf of the City of Grand Island for such grant program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
March 4, 2010 ☐ City Attorney



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G9

#2010-67 - Approving Application and Memorandum of Understanding for Safe Havens: Office on Violence Against Women Grant

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Council Meeting: March 9, 2010

Subject: Approving application and Memorandum of Understanding for Safe Havens: Office on Violence Against Women Grant

Item #'s: G-9

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The Department of Justice, Office on Violence Against Women, offers grant funding for Safe Havens Supervised Visitation and Exchange Programs that enable communities to provide supervised visitation and safe exchange of children, by and between parents, for families with a history of domestic violence, child abuse, sexual assault, or stalking

The City of Grand Island received Safe Haven Supervised Visitation and Safe Exchange Program Grants from the U.S. Department of Justice in 2003, 2005, and 2006 for visitation and exchange services through the Heartland Family Visitation Center. The grant requires that eligible applicants must fall into one of three categories: Units of Local Government, Indian Tribe, or Faith-Based or Community Organizations. The grant further requires that the eligible entity enter into a collaborative agreement with state and local courts and a non-profit, non-governmental entity in the local community that provides local shelters and programs for domestic violence and sexual assault victims (i.e. The Crisis Center, Inc.)

In December 2009, the Crisis Center, Inc. took over services from the Visitation Center and is asking the City to apply for another grant to fund visitation and exchange services through their agency. A Memorandum of Understanding between the City of Grand Island, the Crisis Center, and the courts is required for submission of the grant application.

Discussion

A three-year grant is available to the City for 2010 - 2013 funding for supervised visits and safe exchanges. The amount of grant funding will decrease annually for three years. A signed Memorandum of Understanding between the City, the Crisis Center, Inc and the Hall County court is required for the grant application. This Memorandum will not be binding if the grant is not received.

The City will act as fiscal agent and pass-through for grant funds. Community Development will provide grant management, review invoices and submit claims for payment. Invoices will be paid to the Crisis Center on a reimbursement basis and the City will request reimbursement from the Office on Violence Against Women.

Alternatives

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

1. Approve the Memorandum of Understanding and authorize the Mayor to sign related documents
2. Refer the issue to a committee.
3. Postpone the issue to a later date.

Recommendation

City Administration recommends that the Council approve the Memorandum of Understanding and authorize the Mayor to sign related documents.

Sample Motion

Move to approve the Memorandum of Understanding and authorize the Mayor to sign related documents.

RESOLUTION 2010-67

WHEREAS, the Office on Violence Against Women offers grant funding for Safe Havens Supervised Visitation and Exchange Programs that enable communities to provide supervised visitation and safe exchange of children, by and between parents, for families with a history of domestic violence, child abuse, sexual assault, or stalking; and

WHEREAS, grant funding for such program is available to local governments that propose to enter into a collaborative working relationship with state and local courts and a nonprofit, nongovernmental entity in the local community that provides local shelters and programs for domestic violence and sexual assault victims; and

WHEREAS, grant funding received to date allowed the Heartland Family Visitation Center to provide safe exchanges and monitored visits for families with a history of domestic violence, child abuse, sexual assault, or stalking between May 2006 and November 2009; and

WHEREAS, the Crisis Center, Inc. assumed visitation and exchange services in December 2009 and need additional funding to provide these services; and

WHEREAS, a Memorandum of Understanding between the City, the Crisis Center, Inc., and the Hall County Court is required to set out the responsibilities of each party to support visitation and safe exchange programming and meet grant goals and objectives; and

WHEREAS, the Memorandum of Understanding will only be binding if the grant is approved and the City elects to enter into a contract with the Department of Justice;

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

1. The City of Grand Island is hereby authorized to submit a grant application and related documentation to request funding from the Office of Justice Programs through the OJP Grants Management System for the Safe Havens Supervised Visitation and Safe Exchange Grant Program, Office on Violence Against Women.
2. The Memorandum of Understanding between the parties identified above is hereby approved for the use of Safe Havens grant funds to implement and operate a supervised visitation and safe exchange center as outlined in the document.
3. That the Mayor is hereby authorized and directed to execute the grant application and the Memorandum of Understanding on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G10

#2010-68 - Approving Broker Contract Contract and Business Associate Agreement with Cal Strong to Provide Broker Services for Health and Dental Plan

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: March 9, 2010

Subject: Business Associate Agreement with Strong Financial

Item #'s: G-10

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Last August the City Council approved a new contract for the City's health and dental insurance which was to take effect on October 1, 2009. The memo to the City Council referred to Strong Financial Services as the broker for the insurance package. The business associate agreement and broker contract was not included with the other contracts on file at the Clerk's office and the price was not on RCI's Administrative Service Agreement. The original resolution approving the health and dental package is attached.

Discussion

Cal Strong, with Strong Financial Services was the broker for the package that the Health Insurance committee recommended be brought forward for approval by the City Council. While Strong Financial Services was listed in the memo for approval, the business associate agreement and broker contract was not on file at the Clerk's office and the amount for the broker's fee was not listed on RCI's Administrative Service Agreement. The amount that was proposed through the RFP process was \$18,000 per year paid at the rate of \$1,500 per month, billed through RCI. The City has been paying Strong Financial Services through RCI. The omission was caught when reviewing the business associate agreements that needed to be updated due to the change in HIPAA known as the HITECH Act.

The intent was indeed to have Strong Financial Services represent the City as its broker. It is therefore appropriate for the business associate agreement and broker contract to be signed. The business associate agreement that is being presented is updated to reflect HIPAA compliance with the language being added to reflect the HITECH Act.

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 Business Associate Agreement and Broker Contract with Strong Financial Services.

Sample Motion

Move to approve the Business Associate Agreement and Broker Contract with Strong Financial Services.

RESOLUTION 2009-200

Whereas, the City subscribes to health and dental insurance for its employees and other eligible participants, as authorized by the City of Grand Island Personnel Rules and federal regulation; and

WHEREAS, the City of Grand Island invited proposals for a Health and Dental Plan, according to the City's Request for Proposal on file with the City Clerk; and

WHEREAS, an Insurance Committee consisting of union and non-union, management, and non-management employees, along with the Human Resources Director, the Finance Director, and the Attorney/Purchasing Agent to review and evaluate the proposals, interview vendors and select the most favorable vendor; and

WHEREAS, Phares Financial Services, Inc. of North Platte was retained by the City in a consulting capacity to assist City staff with specialized knowledge in this area; and

WHEREAS, Regional Care, Inc. of Scottsbluff, Nebraska submitted a proposal for Administration of the Health and Dental Insurance Coverage in accordance with the terms of the advertisement for proposals and the plans and specifications and all other statutory requirements contained therein, such proposals being in the amount of \$21.65 per employee per month from October 1, 2009 through September 30, 2012 or administrative fees; and

WHEREAS, The reinsurance coverage is provided under a contract with American National Life Insurance Company of Texas and the transplant coverage is provided under a contract with National Union Fire Insurance Company of Pittsburgh, PA, and the broker is Strong Financial Services, however all contracts would be administered by Regional Care, Inc; and

WHEREAS, contracts necessary for the provision of such services and associated stop loss and transplant coverage; and

WHEREAS, a Business Associate Agreement and a Administrative Service Agreement will be entered into with Regional Care, Inc. in addition to the aforementioned contracts for other insurance services; and

WHEREAS, such contracts also require the City of Grand Island to designate a plan administrator to provide routine administration of the plan documents; and

WHEREAS, it is recommended that the Human Resources Director be designated as such plan administrator; and

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Regional Care, Inc. for the administration of health and dental insurance as set out by the contracts is hereby approved.

**HEALTH INSURANCE
BROKER CONTRACT**

This agreement is entered into between Strong Financial Resources, Inc. and Cal Strong, the Broker, and the City of Grand Island, NE, the Client. The effective date of this agreement is October 1, 2009.

The Client hereby engages the Broker for the following Health Insurance consulting services:

1. To provide ongoing medical benefit education, visit with and assisting Employees in understanding their insurance benefits. (The Broker will do this on a as requested basis by the City)
2. The Broker on a regular basis will discuss with client market trends, plan compliance, plan results and review overall plan management.
3. The Broker will, on at least a quarterly basis, assist client in analyzing claims data and claims trends within their medical plan.
4. The Broker will offer client benefit strategies to control and monitor health care costs and proactively address the options available to increase consumer awareness.
5. The Broker will assist the client in maintaining and designing an excellent benefit package.
6. Broker will attend quarterly the Clients Insurance committee meetings.

The Client agrees to provide all policies, records and information necessary for the Broker to perform the above services, and to make a proper evaluation of the Client's insurance program or needs. The Broker warrants that the Broker is duly licensed as a consultant for Life and Health, under the authority of the State of Nebraska Department of Insurance, and Broker agrees to comply with all duties described in the Business Associate Agreement.

Accordingly, the fee amount and basis of these consulting services will be \$18,000 per year, paid in equal monthly installments of \$1,500.00, through the Third Party Administrator of Record, beginning 10-1-2009 under this agreement. This is an annual contract and will renew annually on October 1. This contract may be terminated by either party, by providing written notice cancelling the contract via certified mail 30 days prior to the annual renewal date.

Broker Contract between Strong Financial Resources, Inc. and Cal Strong and the City of Grand Island, NE, effective 10-1-2009.

The Broker and Client hereby agree to the terms of this Contract by signing below.

Broker/Consultant

Date: _____

Client

Date: _____

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into as of that date set forth on the signature page hereto (the "Effective Date"), by and between City of Grand Island, NE ("Covered Entity") and Strong Financial Assets ("Business Associate"). Covered Entity and Business Associate are sometimes hereinafter referred to individually as "Party" and collectively as "Parties."

RECITALS:

A. Covered Entity and Business Associate have an existing relationship. Covered Entity will make available and/or transfer to Business Associate certain Protected Health Information (defined below), in conjunction with the performance of a function or activity that is being provided by Business Associate to Covered Entity, which is confidential and must be afforded special treatment and protection under the Privacy Rule (defined below) and the Security Rule (defined below), including the amendments to such rules contained in the HITECH Act (defined below).

B. Business Associate will have access to and/or receive from Covered Entity certain Protected Health Information that can be used or disclosed only in accordance with this Agreement, the Privacy Rule and the Security Rule.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covered Entity and Business Associate agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement have the same meaning as those ascribed to the terms in the Health Insurance Portability and Accountability Act of 1996 (as amended by the Health Information Technology for Economic and Clinical Health Act, Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act")), and the regulations promulgated thereunder as set forth in the Code of Federal Regulations ("C.F.R.") at Title 45, Part 160, Part 162 and Part 164, and other applicable laws (collectively, "HIPAA"). In addition, the following terms shall have the following meanings:

1.1. "Breach" means the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule which compromises the security or privacy of the Protected Health Information, as described in 45 C.F.R. 164.402.

1.2. "Compliance Date" means, in each case, the date by which compliance is required under the referenced provision of the HITECH Act and/or its implementing regulations, as applicable; provided that, in any case where the Compliance Date occurs prior to the Effective Date of this Agreement, the Compliance Date shall mean the Effective Date.

1.3. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4. "Electronic Protected Health Information" shall mean individually identifiable health information that is transmitted or maintained by electronic media as described in HIPAA.

1.5. "HHS" shall mean the U.S. Department of Health and Human Services.

1.6. "Individual" shall mean the person who is the subject of the Protected Health Information, and has the same meaning as the term "individual" is defined by HIPAA, and shall include a personal representative in accordance with 45 C.F.R. 164.502(g).

1.7. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, C.F.R. at Title 45, Parts 160 and 164.

1.8. "Protected Health Information" shall have the same meaning as the term "protected health information" as described in HIPAA, limited to the information created or received by Business Associate from, or on behalf of, Covered Entity.

1.9. "Required By Law" shall have the same meaning as the term "required by law" in HIPAA.

1.10. "Secretary" shall mean the Secretary of HHS or his or her designee.

1.11. "Security Rule" shall mean the Standards for the Security of Electronic Protected Health Information, C.F.R. at Title 45, Parts 160, 162 and 164.

1.12. "Unsecured Protected Health Information" has the same meaning as the term "Unsecured protected health information" as defined in Section 13402 of the HITECH Act and 45 C.F.R. 164.402.

2. **Permitted Uses and Disclosures by Business Associate.**

2.1. **General Uses and Disclosures.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity if such use or disclosure by Business Associate complies with the Privacy Rule's minimum necessary policies and procedures required of Covered Entity (and/or Business Associate as of February 17, 2010), and if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Security Rule if done by Covered Entity (and/or Business Associate as of February 17, 2010).

2.2. **Limits on Uses and Disclosures.** Business Associate hereby agrees that Business Associate shall be prohibited from using or disclosing the Protected Health

Information provided or made available by Covered Entity for any purpose other than as expressly permitted, or required by this Agreement, or Required by Law.

2.3. Use for Management, Administration, and Legal Responsibilities. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities.

2.4. Disclosure for Management, Administration, and Legal Responsibilities. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that:

- (a) The disclosure is Required by Law; or
- (b) Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that (i) the Protected Health Information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (ii) the person to whom the Protected Health Information is disclosed agrees to notify Business Associate within twenty-four (24) hours of the date of any Breach with respect to Unsecured Protected Health Information such person received from Business Associate.

3. Prohibited Uses and Disclosures. Business Associate shall not:

- (a) Make or cause to be made any marketing communication about a product or service that is prohibited by Section 13406(a) of the HITECH Act as of its Compliance Date;
- (b) Make or cause to be made any written fundraising communication that is prohibited by Section 13406(b) of the HITECH Act as of its Compliance Date;
- (c) Disclose Protected Health Information to a health plan for payment or health care operations (as defined under the Privacy Rule) purposes if Covered Entity has advised Business Associate (or the Individual has notified Business Associate directly) that the Individual has (i) requested this special restriction, and (ii) paid out-of-pocket in full for the health care item or service to which the Protected Health Information solely relates, in accordance with Section 13405(a) of the HITECH Act as of its Compliance Date; or
- (d) Directly or indirectly receive remuneration in exchange for Protected Health Information created, received, or maintained in connection with Business Associate's relationship with Covered Entity in accordance with Section 13405(d) of the HITECH Act as of its Compliance Date, except as otherwise permitted by the HITECH Act; provided, however, that this prohibition shall not affect payment by Covered Entity to Business Associate.

4. **Business Associate Obligations.**

4.1. **Appropriate Safeguards.** Business Associate will establish and maintain reasonable and appropriate administrative, physical and technical safeguards to:

(a) Prevent the use or disclosure of the Protected Health Information, other than as such use or disclosure is permitted by this Agreement; and

(b) Protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

4.2. **Security Rule.** Business Associate shall comply with the policies and procedures and documentation requirements of the Security Rule set forth in 45 C.F.R. 164.308, 45 C.F.R 164.310, 45 C.F.R 164.312 and 45 C.F.R 164.316 as required by Section 13401(a) of the HITECH Act as of its Compliance Date.

4.3. **Limited Data Set or Minimum Necessary.** Business Associate (and Business Associate's subcontractors or agents) shall request, use, and disclose only a limited data set (as defined in 45 C.F.R. 164.514(e)(2)), or, if needed, the minimum necessary amount of Protected Health Information necessary to accomplish the purpose of the request, use, or disclosure, as required by Section 13405(b) of the HITECH Act as of its Compliance Date.

4.4. **Reports of Improper Use, Disclosure or Security Incidents.** Business Associate hereby agrees that it shall report, to Covered Entity any:

(a) Use or disclosure of Protected Health Information not provided for or allowed by this Agreement; or

(b) Security incidents in regard to the Electronic Protected Health Information of which Business Associate becomes aware.

4.5. **Subcontractors and Agents.** Business Associate will use commercially reasonable efforts to ensure that any agent, including a subcontractor, to whom Business Associate provides Protected Health Information, created or received by Business Associate on behalf of Covered Entity, agrees (or has agreed) to:

(a) The same restrictions and conditions that apply to Business Associate in this Agreement to such Protected Health Information; and

(b) Implement reasonable and appropriate safeguards to protect the Electronic Protected Health Information.

4.6. **Right of Access to Protected Health Information.** Except as otherwise limited in this Agreement, Business Associate hereby agrees to provide access to Protected Health Information in a Designated Record Set (if applicable and as defined in HIPAA) to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524, at the written request of Covered Entity. If Business

Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill Covered Entity's obligations under the HITECH Act.

4.7. Amendments to Protected Health Information. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set, if applicable, that Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526, at the request of Covered Entity or an Individual, and in a reasonable time and manner. If any Individual requests an amendment of Protected Health Information directly from Business Associate (or Business Associate's subcontractors or agents), Business Associate will notify Covered Entity following the request. Any approval or denial of amendment of Protected Health Information maintained by Business Associate (or Business Associate's subcontractors or agents) shall be the responsibility of Covered Entity.

4.8. Access to Books and Records. Except as otherwise limited in this Agreement, Business Associate agrees to make its internal policies, procedures, practices, books and records relating to the use, disclosure and safeguarding of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary or Covered Entity, in a reasonable time and manner, for purposes of the Secretary's determining Covered Entity's compliance with the Privacy Rule and the Security Rule.

4.9. Documentation of Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

4.10. Provide Accounting. Except as otherwise limited in this Agreement, Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with Section 4.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528 and Section 13405(c) of the HITECH Act as of its Compliance Date. In the event that the request for an accounting is delivered directly to Business Associate (or Business Associate's subcontractors or agents), Business Associate shall forward a copy of the request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.

4.11. Mitigation Procedures. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

4.12. Notification of Breach. Except as otherwise provided under the HITECH Act, Business Associate agrees to notify Covered Entity not later than sixty (60) days following the date of discovery of a Breach of Unsecured Protected Health Information as follows:

(a) A Breach shall be deemed discovered by Business Associate when Business Associate actually knows of the Breach or, by exercising reasonable diligence, would have known of the Breach; and

(b) The notification required by this Section 4.12 shall be made in accordance with Section 15 and shall include, to the extent possible, (i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach, (ii) a brief description of what happened, including the date of the Breach and the date of the Business Associate's discovery of the Breach, if known, (iii) a description of the types of Unsecured Protected Health Information involved in the Breach, (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach, (v) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches, and (vi) contact procedures for affected Individuals, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

5. Covered Entity Obligations.

5.1. Provide Notice. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. 164.520, as well as any changes to such notice, in a reasonable time and manner, when such copy of the notice or amended notice is required for compliance with the Privacy Rule.

5.2. Provide Changes of Authorization or Permission. Covered Entity shall provide, in writing and in a reasonable time and manner, Business Associate with any changes in, or revocation of, authorization or permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

5.3. Provide Restrictions. Covered Entity shall notify Business Associate, in writing and in a reasonable time and manner, of any restrictions to the use or disclosure of Protected Health Information changing Business Associate's obligations that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.

5.4. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, the Security Rule, or this Agreement if done by Covered Entity.

6. Term. The term of this Agreement shall commence as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity in compliance with Section 9 of this Agreement.

7. **Termination for Cause.**

7.1. **By Covered Entity.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall provide written notice of such breach to Business Associate and provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within thirty (30) business days from the date Business Associate receives the written notice referred to above from Covered Entity, Covered Entity may immediately terminate this Agreement. Covered Entity may terminate this Agreement immediately without opportunity for cure if Business Associate and Covered Entity agree that cure is not reasonably possible or if Covered Entity deems such immediate termination to be appropriate under the circumstances.

7.2. **By Business Associate.** In accordance with Section 13404 of the HITECH Act as of its Compliance Date, if Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under this Agreement, Business Associate must take reasonable steps to cure the breach or end the violation. If Business Associate is unsuccessful, Business Associate shall terminate this Agreement, if feasible, or if termination is not feasible, Business Associate will report the problem to the Secretary. Business Associate shall provide notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity's obligations under this Agreement following discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

8. **Special Termination.** In the event that any federal, state, or local law or regulation currently existing or hereinafter enacted, or any final or non-appealable construction or interpretation of such law or regulation (whether federal, state, or local) or enforcement of such laws or regulations hereinafter occurs that makes performance of this Agreement impossible or illegal, the Parties mutually agree to enter into a modification of this Agreement to make substantial performance of this Agreement possible. However, should the Parties be unable to agree upon an appropriate modification to comply with such requirements following thirty (30) days of good faith negotiations, either Party may give written notice to immediately terminate this Agreement.

9. **Effect of Termination.**

9.1. Except as otherwise limited in this Agreement, and except as provided in Section 9.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate hereby agrees to return all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, or, to the extent authorized by Covered Entity, destroy such Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

9.2. Except as otherwise limited in this Agreement, in the event that Business Associate determines that returning or as authorized by Covered Entity destroying the

Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of the Protected Health Information not feasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

10. **Indemnification.**

10.1. **Indemnification by Business Associate.** Except as otherwise limited in this Agreement, Business Associate shall indemnify and hold harmless Covered Entity against any claims, liabilities, damages, and expenses, including reasonable attorneys' fees, incurred by Covered Entity in defending or compromising actions brought against Covered Entity arising out of or related to the acts or omissions of Business Associate or its employees in connection with Business Associate's negligent or fraudulent performance of Business Associate's applicable duties under this Agreement. This indemnity shall be in proportion to the amount of responsibility found attributable to Business Associate.

10.2. **Indemnification by Covered Entity.** Except as otherwise limited in this Agreement, Covered Entity shall indemnify and hold harmless Business Associate against any claims, liabilities, damages, and expenses, including reasonable attorneys' fees, incurred by Business Associate in defending or compromising actions brought against Business Associate arising out of or related to the acts or omissions of Covered Entity or its employees in connection with Covered Entity's negligent or fraudulent performance of Covered Entity's applicable duties under this Agreement. This indemnity shall be in proportion to the amount of responsibility found attributable to Covered Entity.

11. **Survival of Obligations.** Except as otherwise limited in this Agreement, termination of this Agreement shall not relieve either Party from fulfilling any obligation under this Agreement, including, but not limited to, Sections 9 and 10 hereof, or any other agreement between the Parties that, at the time of termination, has already accrued to the other Party or which thereafter may accrue with respect to any act or omission that occurred prior to such termination.

12. **Disputes.** The Parties shall endeavor in good faith to resolve among themselves any dispute that may arise regarding this Agreement or any other agreement between them. If not so resolved, then the Parties may mutually decide to resolve the specific dispute or specific category of disputes by the use of a mediator which will be selected by the mutual agreement of the Parties; or, if the Parties mutually agree after the specific dispute or specific category of disputes are identified, the dispute(s) shall be settled pursuant to arbitration as provided by the Nebraska Uniform Arbitration Act; or either Party independently shall have the right to litigate any dispute(s) in any appropriate court in the State of Nebraska as described below in Section 13 if a mutual agreement to mediate or submit the dispute(s) to arbitration is not entered into after the dispute(s) is/are identified.

Agreement; therefore, it will be the duty of both Parties to make all good faith efforts to fully cooperate in the execution of this Agreement.

17. **Headings**. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement. They shall not in any way limit the scope or modify the substance or context of any sections of this Agreement.

18. **Force Majeure**. Neither Party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance, which results, directly or indirectly, from acts of God, civil, or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either Party, and such nonperformance shall not be grounds for termination.

19. **Attorneys' Fees**. Except as otherwise limited in this Agreement, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action in connection with any of the provisions of this Agreement, each Party shall bear their own legal expenses and the other cost incurred in that action or proceeding.

20. **Regulatory References**. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.

21. **Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any third party beneficiary rights in any person or entity.

22. **Counterparts**. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed copies of manually executed signature pages to this Agreement shall be fully binding and enforceable without the need for delivery of the original manually executed signature page.

23. **Severability**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

24. **Waivers**. The failure of a Party at any time or times to require performance of any provision of this Agreement shall in no manner affect such Party's right at a later time to enforce such provision. No waiver by a Party of any provision or breach of this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver in other any instance.

25. **Relationship.** Business Associate is acting as an independent contractor of Covered Entity with respect to this Agreement. Nothing in this Agreement shall create or be deemed to create the relationship of employer/employee, partners, joint ventures, or principal-agent between the Parties. Except as otherwise set forth in this Agreement, (i) no Party shall have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other Party or to bind the other Party in any manner whatsoever and (ii) no Party shall make any representation, warranty, covenant, agreement, or commitment on behalf of the other Party.

26. **Amendment.** Except as otherwise limited in this Agreement, the Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA and the HITECH Act. No changes in or additions to this Agreement shall be recognized unless incorporated herein by written amendment by the Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). No discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such discharge is sought to be enforced.

27. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy Rule and the Security Rule.

(Signatures begin on following page)

IN WITNESS WHEREOF, Business Associate and Covered Entity have caused this Agreement to be signed and delivered by their duly authorized representatives, effective as of the _____ day of _____, 20__.

COVERED ENTITY:

By: _____
Title: _____
Print Name: _____

BUSINESS ASSOCIATE:

By: _____
Title: _____
Print Name: _____

STRONG FINANCIAL RESOURCES, Inc
ASST. Principal
COLIN STRONG

RESOLUTION 2010-68

WHEREAS, the City of Grand Island has an administrative service and business associate agreement with Regional Care, Inc. (RCI) to provide TPA services for the City’s health and dental plan; and

WHEREAS, the City of Grand intended to have a business associate agreement and broker contract with Strong Financial Services; and

WHEREAS, Strong Financial Services will be compensated at a rate of \$18,000 per year, paid in equal monthly installments of \$1,500 paid through the Third Party Administrator, RCI, to provide insurance broker services for the City’s health and dental plan; and

WHEREAS, Congress enacted the Health Information Technology for Economic and Clinical Health (“HITECH”) Act in 2009 which amended the HIPAA provisions of 1996; and

WHEREAS, the business associate agreement with Strong Financial Services complies with HIPPA;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to enter into a business associate agreement and broker contract with Strong Financial to act as the broker for the City’s health and dental plan.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
March 5, 2010 ☐ City Attorney



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G11

#2010-69 - Approving Setting Public Hearing Date for Annexation of Property Located at 3609 E US Highway 30 and 803 N. Shady Bend Road and Refer to the Regional Planning Commission

Staff Contact: Chad Nabity

Council Agenda Memo

From: Hall County Regional Planning Department

Meeting: March 9, 2010

Subject: Annexation of Property Proposed for Platting as Shady Bend Subdivision an Addition to the City of Grand Island

Item #'s: G-11

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

Background

A request has been received to consider annexation of property located south of U.S. Highway 30 between Shady Bend Road and the relocated Shady Bend Road south of U.S. 30. This is the old Shady Bend Motel property and the house immediately south of it. City sewer and water are available.

Discussion

Nebraska Revised Statute §16-117 provides for the process of annexation. The owners of the property have submitted a subdivision plat requesting that this property be included within the City Limits as an addition to the City. Planning Commission has held a public hearing and recommended approval of the addition. The second action in this process is for Council is to pass a resolution stating their intent to annex, approve an annexation plan and set public hearing for comment on the annexation request before council.

Alternatives

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

1. Approve the resolution of intent to annex, the attached annexation plan, and set public hearings on annexation for
2. Choose not to approve the resolution of intent to annex, the attached annexation plan, and set public hearings on annexation for.

3. Modify the resolution of intent to annex, the attached annexation plan, and/or the public hearing date.
4. Postpone the issue

Recommendation

At the March 3, 2010 meeting of the Hall County Regional Planning Commission a public hearing was held to take comment on this request for annexation and no members of the public presented testimony. A motion was made by Haskins to approve the annexation request and seconded by Eriksen. A roll call vote was taken and the motion passed with 8 members present (Amick, O'Neill, Ruge, Haskins, Bredthauer, Snodgrass, Connelly, Eriksen) all voting in favor.

City staff also recommends that the Council approve the resolution of intent to annex, the attached annexation plan, and set a public hearing on annexation for March 23, 2010.

Sample Motion

Move to approve the resolution of intent to annex, the attached annexation plan, and set a public hearing on annexation request for March 23, 2010.

Agenda Item #4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

February 20, 2010

SUBJECT: *Annexation of Properties (C-10-2010GI)*

PROPOSAL: To annex property as shown on the attached annexation plan.

OVERVIEW:

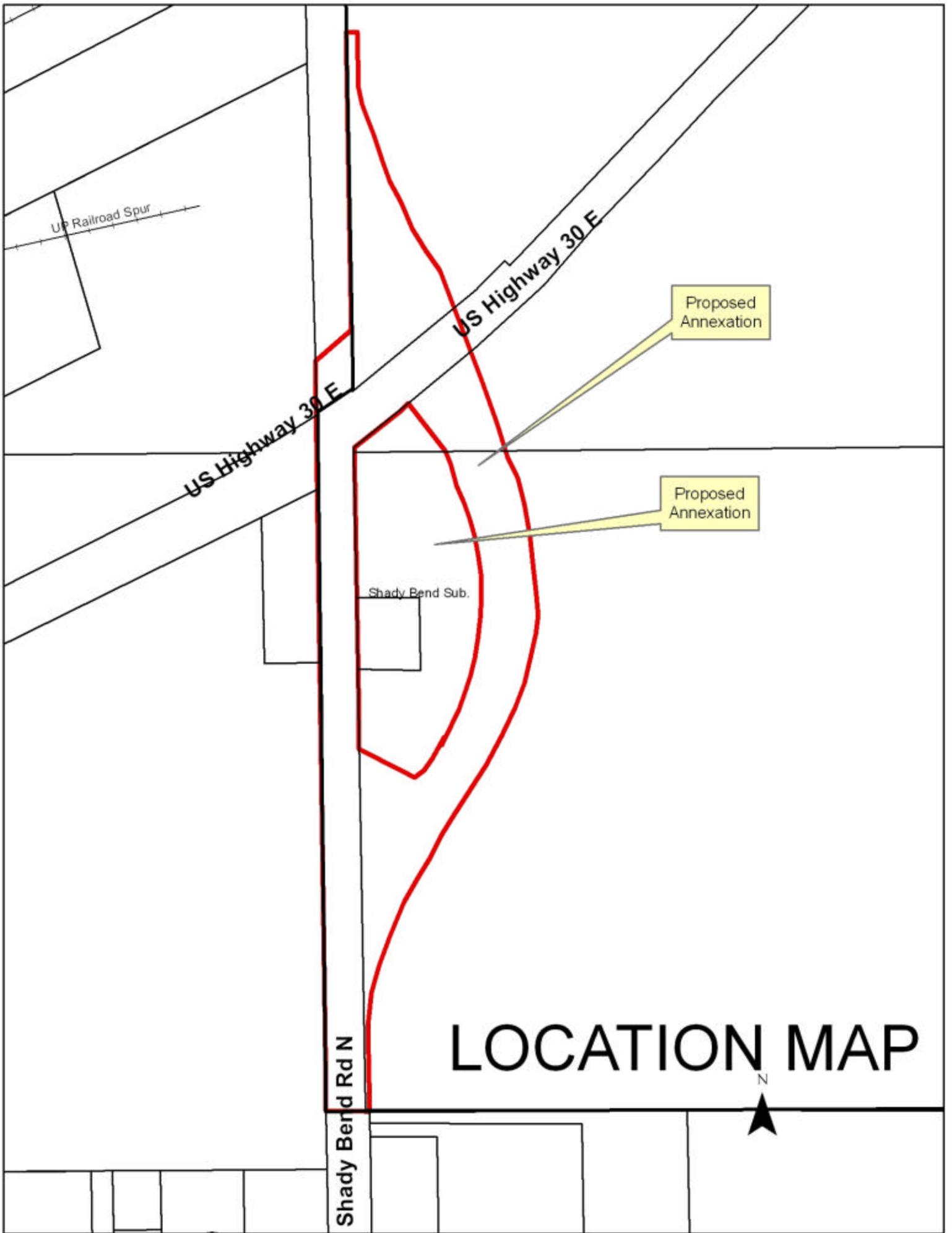
This property is contiguous with the Grand Island City Limits. The owners have requested that Shady Bend Subdivision be approved as an addition to the City.

These properties are within the Grand Island Utilities Electrical Service District. These properties are all within the Cedar Hollow/Northwest School District. These annexations will not impact the two-mile extraterritorial jurisdiction of Grand Island.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council annex these properties as presented.

_____ Chad Nabity AICP, Planning Director



ANNEXATION PLAN –February 2010

February, 2010

OVERVIEW

Section 16-117 of The Nebraska State Statute allows municipalities of the first class to annex any contiguous or adjacent lands, lots, tracts, streets, or highways that are urban or suburban in character and in such direction as may be deemed proper.

Regulations governing municipal annexation were implemented in order to develop an equitable system for adding to and increasing city boundaries as urban growth occurs. Areas of the community that are urban in nature, and are contiguous to existing boundaries, are appropriate for consideration of annexation.

Annexation of urban areas adjacent to existing city boundaries can be driven by many factors. The following are reasons annexation should be considered:

1. Governing urban areas with the statutorily created urban form of government, municipalities have historically been charged with meeting the needs of the expanded community.
2. Provide municipal services. Municipalities are created to provide the governmental services essential for sound urban development and for the protection of health, safety and well being of residents in areas that are used primarily for residential, industrial, and commercial purposes.
3. Ensure orderly growth pursuant to land use, building, street, sidewalk, sanitary sewer, storm sewer, water, and electrical services.
4. Provide more equitable taxation to existing property owners for the urban services and facilities that non-city residents in proposed annexation areas use on a regular basis such as parks, streets, public infrastructure, emergency services, retail businesses and associated support.
5. Ensure ability to impose and consistently enforce planning processes and policies.
6. Address housing standards and code compliance to positively impact quality of life for residents.
7. Enable residents of urban areas adjacent to city to participate in municipal issues, including elections that either do or will have an impact on their properties.
8. Anticipate and allocate resources for infrastructure improvements.
9. Increase number of street or lane miles while increasing gas tax dollars received from the Nebraska Department of Roads.
10. Provide long term visioning abilities as it relates to growth and provision of services.

Other Factors

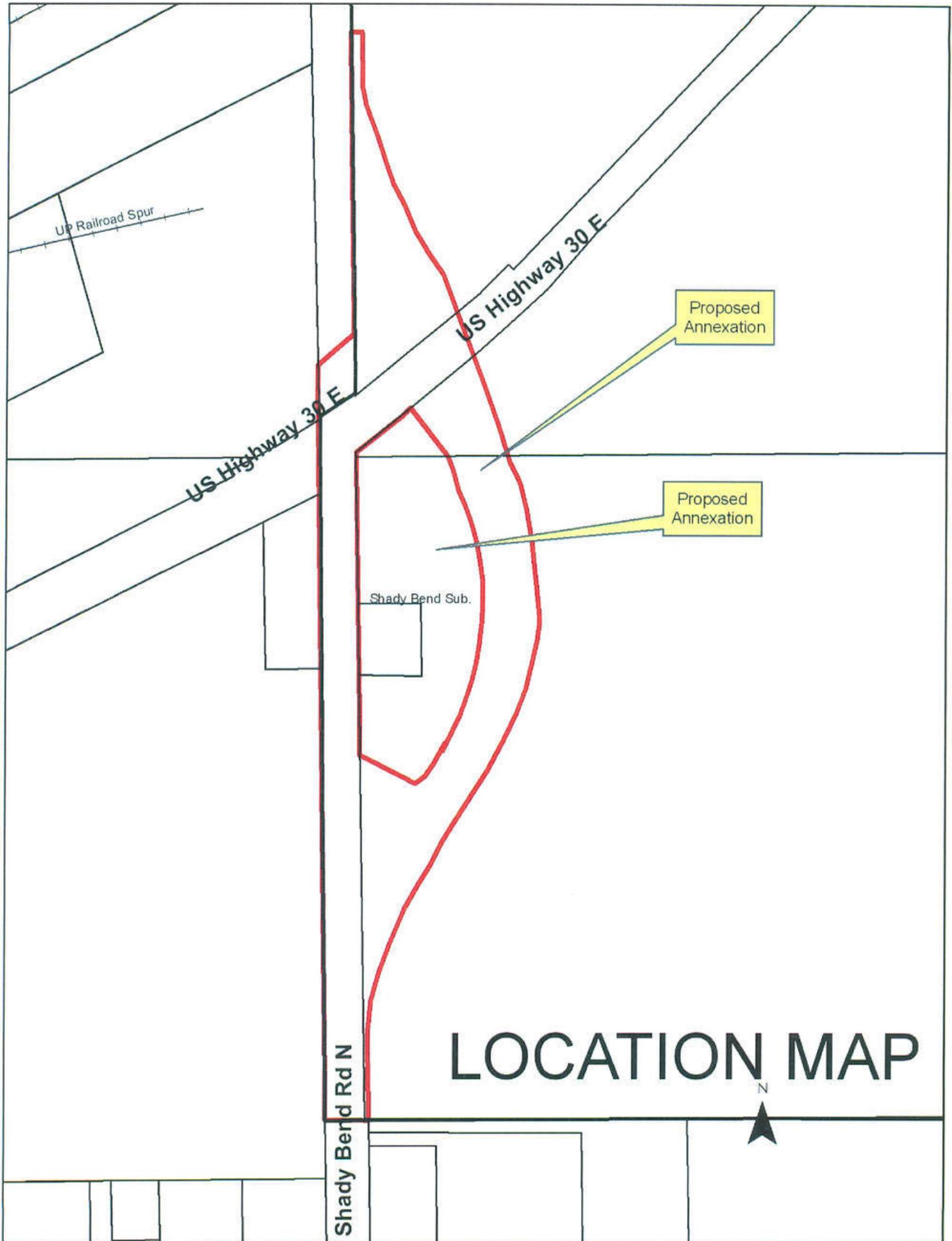
Annexation of adjacent properties can also be considered upon the request of the owner(s) of the property. Craig Woodward and Karen Woodward have submitted Shady Bend Subdivision as an addition to the City.

A comprehensive inventory of services and facilities, relative to the types and level of services currently being provided as well as the types of level of services anticipated as a result of annexation, has been developed.

The inventory includes general information concerning:

- Existing infrastructure in affected area(s)
- Summary of expenditures to extend existing infrastructure
- Summary of operating expenditures associated with increased services
- Emergency services

The service plan incorporates detailed elements of the inventory. The inventory and resulting service plan should be the basis for discussions concerning each specific area identified for potential annexation. *It should be noted that the capital improvements to existing infrastructure and extending services will take place over a period of time in order to ensure adequate time for planning, designing, funding and constructing such a sizable number of projects while protecting the financial integrity of the City's enterprise funds. The service plan provides for extending the trunk water and sanitary sewer lines to the annexed area. Individual property owners will be responsible for the cost of extending services through neighborhoods and for connecting their properties to the public systems.*



Shady Bend Subdivision Property

This property is located along the eastern edge of the community and is south of U.S. Highway 30 between Old Shady Bend and the new Shady Bend that was relocated with the widening of U.S. Highway 30. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property

INVENTORY OF SERVICES

1. Police Protection. The City of Grand Island Police Department will provide protection and law enforcement services in the annexation area. These services include:
 - Normal patrols and responses
 - Handling of complaints and incident reports
 - Investigation of crimes
 - Standard speed and traffic enforcement
 - Special units such as traffic enforcement, criminal investigations, narcotics, and gang suppression

These services are provided, on a city-wide basis, by over 90 FTE and 9 PTE. The Police Department is staffed at a rate of 1.66 officers per one thousand populations. No additional officers will be necessary to maintain this ratio if all proposed area is annexed.

2. Fire Protection. The City of Grand Island Fire Department will provide emergency and fire prevention services in the annexation area. These services include:
 - Fire suppression and rescue
 - Hazardous materials incident response
 - Periodic inspections of commercial properties
 - Public safety education

These services are provided, on a city-wide basis, by 69 employees operating from four fire stations. The nearest fire station is Station #1 located at Fonner Park, approximately 3.75 miles from the nearest part of the proposed annexation area.

3. Emergency Medical Services. The City of Grand Island is the current provider of local emergency medical services in the city and will provide this service in the annexed area.
 - Emergency medical and ambulance services
 - Emergency dispatch (provided by the City/County Emergency Management Department)

The City of Grand Island Fire Department provides these services, on a city-wide basis. Fire personnel are emergency medical technicians and 27 are certified paramedics.

4. Wastewater (Sanitary Sewer). The City of Grand Island will provide sanitary sewer services in the area through existing sewer lines. No city costs would be anticipated.

5. Maintenance of Roads and Streets. The City of Grand Island, Public Works Department, will maintain public streets over which the City has jurisdiction. These services include:

- Snow and ice removal
- Emergency pavement repair
- Preventative street maintenance
- Asphalt resurfacing
- Ditch and drainage maintenance
- Sign and signal maintenance
- Asphalt resurfacing

Old Shady Bend is already maintained by the City of Grand Island. The City has been maintaining the new road since it was opened.

6. Electric Utilities. This Annexation area is currently provided electrical services by the City of Grand Island. The services appear adequate to meet the needs of the area. These services include:

- Electric utility services
- Street lights

7. Water Utilities. The City of Grand Island, Utilities Department, currently maintains the water utilities services for the proposed annexation area. Water service to this area is available.

8. Maintenance of Parks, Playgrounds, and Swimming Pools. No impact is anticipated as a result of annexation. Recreation facilities and area amenities, including parks and pools, that are privately owned and operated, or operated and maintained by another governmental entity, will be unaffected by the annexation.

9. Building Regulations. The City of Grand Island, Building Department, will oversee services associated with building regulations, including:

- Commercial Building Plan Review
- Residential Building Plan Review
- Building Permit Inspections and Issuance
- Investigation of complaints relative to Minimum Housing Standards
- Regulation of Manufactured Home Parks
- Investigation of Illegal Business Complaints
- Investigation and Enforcement of Zoning Violations

10. Code Compliance. The City of Grand Island’s Legal Department and Code Compliance division will continue to provide the following services associated with enforcing compliance with the City Code:

- Enforcement Proceedings for Liquor and Food Establishment Violations
- Investigation and Enforcement of Complaints Regarding Junked Vehicles and Vehicle Parts, Garbage, Refuse and Litter
- Investigation of Enforcement of Complaints Regarding Weed and Animal Violations
Providing Enforcement Support to Other Departments for City Code and Regulatory Violations

11. Other City Services. All other City Departments with jurisdiction in the area will provide services according to city policies and procedures.

Summary of Impacts	
Police Protection	No Impact
Fire Protection	No Impact
Emergency Medical Services	No Impact
Wastewater	Available
Roads and Streets	No Impact
Electric Service	Already in GI Service Area
Water Service	Available
Parks, Playgrounds and Swimming Pools	No Impact
Building Regulations	Already Subject to GI Regulations
Code Compliance	Already Subject to GI Regulations
Other	No Impact
School District	Already Grand Island District

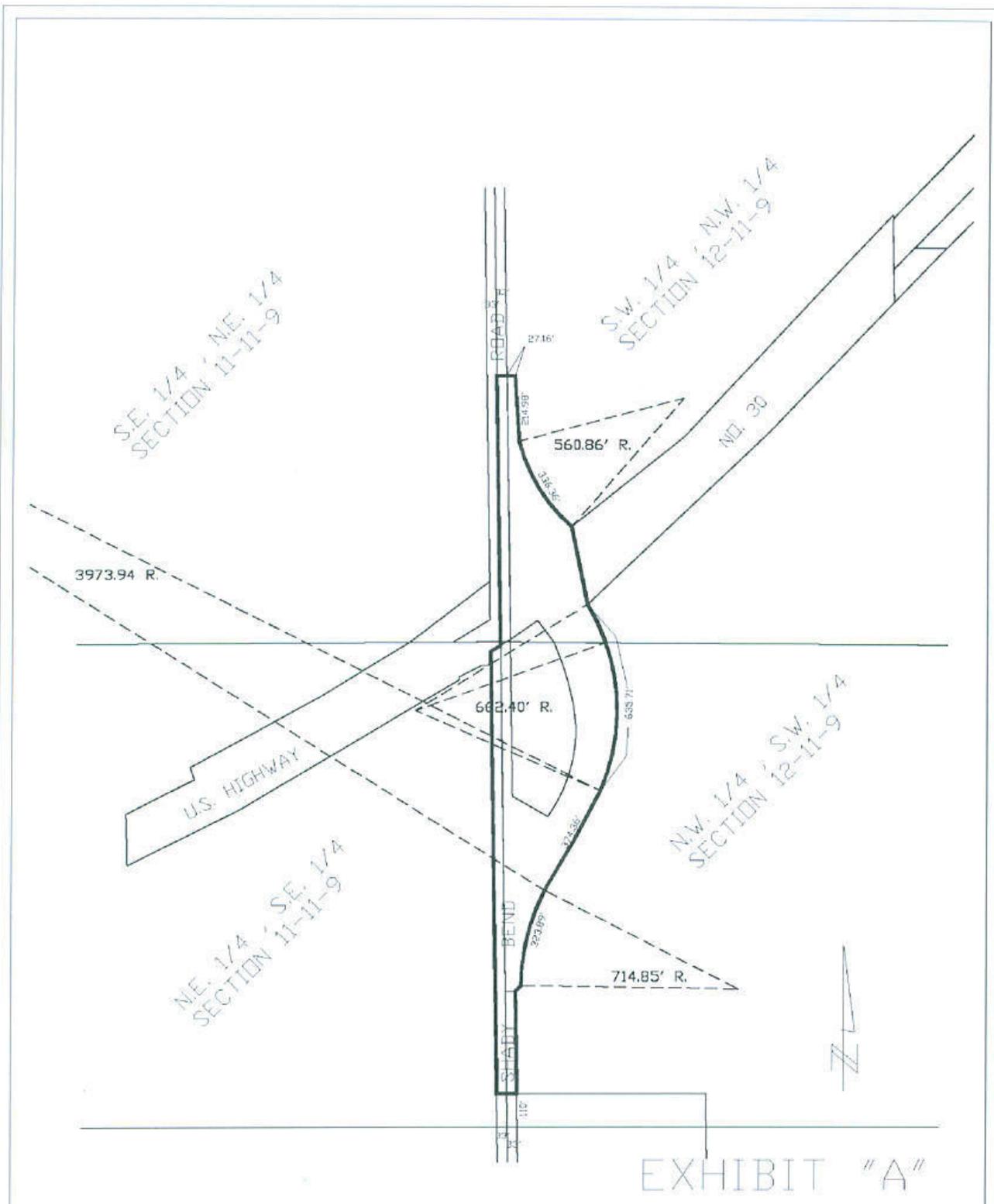
Financial Impacts of Shady Bend Subdivision Annexation

Financial Impact	Before Annex	After Annex
Property Valuation	\$108,740	\$108,740
City sales tax now applicable		Yes

Assume \$108,740 Property

2007		Tax Levy	Before Annex	Tax Levy	After Annex
City Levy		0.000000	\$0.00	0.207213	\$225.32
	City Bond	0.000000	\$0.00	0.065287	\$70.99
CRA		0.000000	\$0.00	0.018076	\$19.66
Hall County		0.430262	\$467.87	0.430262	\$467.87
Rural Fire		0.052291	\$56.86		\$0.00
	Fire Bond*	0.010873	\$11.82	0.010873	\$11.82
GIPS School				1.071624	\$1165.28
	Bond			0.081182	\$88.28
	Bond			0.044883	\$48.81
NW School 82		1.062440	\$1155.30		\$0
	Bond	0.059060	\$64.22	0.059060	\$0
ESU 10		0.01500	\$16.31	0.01500	\$16.31
CCC		0.099275	107.95	0.099275	\$107.95
CPNRD		0.047295	\$51.43	0.047295	\$51.43
Ag Society		0.004350	\$4.73	0.004350	\$4.73
Airport		0.012342	\$13.42	0.012342	\$13.42
	Airport Bond	0.010737	\$11.68	0.010737	\$11.68
Total Combined		1.882687	\$1,961.59	2.086612	\$2,303.55

*previously approved bond will remain with property until paid off



CITY OF
GRAND ISLAND
 PUBLIC WORKS DEPARTMENT

DATE: 1/20/10
 DRN BY: L.D.C.
 SCALE: NONE

ANNEXATION PLAT

RESOLUTION 2010-69

WHEREAS, the City of Grand Island, in accordance with Neb. Rev. Stat. §16-117, et seq., is considering the annexation of the land and a plan for extending city services to the adjacent and contiguous land which is urban or suburban in character and legally described as follows and shown on Exhibit "A" attached hereto and incorporated herein by this reference:

Lots 1 and 2 of Shady Bend Subdivision an Addition to the City of Grand Island and the adjoining public Right of Way

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a plan outlining the city services available to the above-described land and showing or including: (a) the estimated cost impact of providing the services to such land, (b) the method by which the city is financing the extension of services to the land and how services already provided will be maintained, (c) a map drawn to scale clearly delineating the land proposed for annexation, (d) a map showing the current boundaries of the city, (e) a map showing the proposed boundaries of the City after the annexation, and (f) a map showing the general land-use pattern in the land proposed for annexation is hereby adopted and approved and shall be available for inspection during regular business hours in the office of the City Clerk.

BE IT FURTHER RESOLVED, that a public hearing before the Mayor and City Council on the proposed annexation shall be held at 7:00 p.m. on March 23, 2010, or as soon thereafter as the matter may be heard, in the Council Chambers at City Hall, 100 East First Street, Grand Island, Nebraska, to receive testimony from interested persons.

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized and directed to publish in the *Grand Island Independent* at least once, not less than ten days preceding the date of the public hearing, a copy of this Resolution and a map drawn to scale delineating the land proposed for annexation.

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized and directed to send by first-class mail, a copy of the resolution providing for the public hearing to the school boards of the school districts including the lands proposed for annexation.

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2010	☐ City Attorney



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G12

#2010-70 - Approving Purchase of Leased Copy Machines

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: March 9, 2010

Subject: Approving Agreement for City Hall Copier Maintenance & Supplies with Capital Business Systems Inc./Modern Methods

Item #'s: G-12

Presenter(s): Mary Lou Brown, Finance Director

Background

On February 27, 2007, Council approved a 36 month Lease Agreement with Modern Methods for five Copier/Printer/Scanners in City Hall for \$48,792.00 with a \$1 buyout at the end of the term. In addition, the City would pay a per copy/print cost which amounted to approximately \$10,000 per year.

Discussion

As the 36 month lease term ends, the City of Grand Island has two options to consider.

- Option 1: Retain the existing copiers and purchase a one year Maintenance Agreement for \$4,908.00 plus a per copy/print cost based on volume usage.
- Option 2: Replace the existing 5 copiers in City Hall for \$51,000 over a three year term plus a per copy/print cost based on volume usage.

Considering the current usage counts and lifetime expectancy of each copier, it has been deemed adequate to “buy out” the existing copiers for \$1 and enter into a 12 month agreement to pay maintenance totaling \$4,908.00 for the 12 months plus a per copy/print amount. The Maintenance Agreement covers all parts, labor, and supplies (excluding paper and staples).

Alternatives

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

1. Approve the 1 year Maintenance Agreement with Capital Business Systems Inc./Modern Methods.
2. Request Bids to replace Copiers in City Hall
3. Take no action.

Recommendation

City Administration recommends that the Council approve the 1 year Maintenance Agreement with Capital Business Systems Inc./Modern Methods for \$4,908.00 plus per copy/print charges.

Sample Motion

Move to approve the 1 year Maintenance Agreement with Capital Business Systems Inc./Modern Methods.

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100 EAST FIRST ST, PO BOX 1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes No

Make/Model	ID #	Serial #	Annual Base Rate
LD345SP	1964 <i>Finance/HR</i>	75000744	

Contract Term: 12 months. Start: _____ End: _____
 Month/Day/Year Month/Day/Year

Beginning Meter Reading:
Color: _____
Black: _____
Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ 0)
- Color copies/prints included: _____ per month quarter year.
 Additional color copies billed at _____ billed month quarter year.
- Black copies/prints included: 0 per month quarter year.
 Additional black copies billed at .0084 billed month quarter year.
- Approximate toner and ink yields _____ color copies per carton cartridge bottle
 _____ black copies per carton cartridge bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

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

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

Special Provisions: _____

X Customer Acceptance	Title	Date
Capital Business Systems/Modern Methods	Title	Date



CAPITAL BUSINESS SYSTEMS, INC.
MODERN METHODS

Maintenance & Supply Agreement

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100 EAST FIRST ST, PO BOX 1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes No

Make/Model	ID #	Serial #	Annual Base Rate
LD345SP	1965 <i>Bldg</i>	75000739	

Contract Term: 12 months. Start: _____ End: _____
Month/Day/Year Month/Day/Year

Beginning Meter Reading:
Color: _____
Black: _____
Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ 0)
- Color copies/prints included: _____ per month quarter year.
Additional color copies billed at _____ billed month quarter year.
- Black copies/prints included: 0 per month quarter year.
Additional black copies billed at .0084 billed month quarter year.
- Approximate toner and ink yields _____ color copies per carton cartridge bottle
_____ black copies per carton cartridge bottle
- For duplicators, all masters will be billed at _____ ¢ per master. *Billing will be completed on a quarterly basis.*

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

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

Special Provisions: _____

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



CAPITAL BUSINESS SYSTEMS, INC.
MODERN METHODS

Maintenance & Supply Agreement

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100 EAST FIRST ST, PO BOX 1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes No

Make/Model	ID #	Serial #	Annual Base Rate
LD345SP	1930 Admin/Legal	74900773	

Contract Term: 12 months. Start: _____ End: _____
Month/Day/Year Month/Day/Year

Beginning Meter Reading:
Color: _____
Black: _____
Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ 0)
- Color copies/prints included: _____ per month quarter year.
Additional color copies billed at _____ billed month quarter year.
- Black copies/prints included: 0 per month quarter year.
Additional black copies billed at .0084 billed month quarter year.
- Approximate toner and ink yields _____ color copies per carton cartridge bottle
_____ black copies per carton cartridge bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

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

Special Provisions: _____

X		
Customer Acceptance	Title	Date
Capital Business Systems/Modern Methods		
	Title	Date



CAPITAL BUSINESS SYSTEMS, INC.
MODERN METHODS

Maintenance & Supply Agreement

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100 EAST FIRST ST, PO BOX 1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes No

Make/Model	ID #	Serial #	Annual Base Rate
LD345SP	1966 <i>Utility / PW</i>	75000818	

Contract Term: 12 months. Start: _____ End: _____
Month/Day/Year Month/Day/Year

Beginning Meter Reading:
Color: _____
Black: _____
Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ 0) _____
- Color copies/prints included: _____ per month quarter year.
Additional color copies billed at _____ billed month quarter year.
- Black copies/prints included: 0 per month quarter year.
Additional black copies billed at .0084 billed month quarter year.
- Approximate toner and ink yields _____ color copies per carton cartridge bottle
_____ black copies per carton cartridge bottle
- For duplicators, all masters will be billed at _____ ¢ per master. *Billing will be completed on a quarterly basis.*

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

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

Special Provisions: _____

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



CAPITAL BUSINESS SYSTEMS, INC.
MODERN METHODS

Maintenance & Supply Agreement

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100 EAST FIRST ST, PO BOX 1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes No

Make/Model	ID #	Serial #	Annual Base Rate
LD160C	1973 <i>Mailroom</i>	612000928	

Contract Term: 12 months. Start: _____ End: _____
Month/Day/Year Month/Day/Year

Beginning Meter Reading:
Color: _____
Black: _____
Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ 0)
- Color copies/prints included: 0 per month quarter year.
Additional color copies billed at .055 billed month quarter year.
- Black copies/prints included: 0 per month quarter year.
Additional black copies billed at .0062 billed month quarter year.
- Approximate toner and ink yields _____ color copies per carton cartridge bottle
_____ black copies per carton cartridge bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

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

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

Special Provisions: _____

X		
Customer Acceptance	Title	Date
Capital Business Systems/Modern Methods	Title	Date

RESOLUTION 2010-70

WHEREAS, on February 27, 2007, by Resolution 2007-50, the City of Grand Island entered into a three year lease for the use of copy machines within City Hall; and

WHEREAS, the current three year lease is about to expire with a \$1 buyout option for all 5 copiers; and

WHEREAS, the cost for 12 months of maintenance to cover all parts, labor, and supplies (excluding paper and staples) is \$4,908.00 plus the copy/print per page cost; and

WHEREAS, the Maintenance 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 12 month Maintenance agreement by and between the City and Capital Business Systems, Inc./Modern Methods, for the amount of \$4,908.00 plus per copy/print costs per page is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
March 4, 2010 ☐ City Attorney



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item G13

**#2010-71 - Approving Grand Generation Center Kitchen Addition
& Renovation Change Order #6**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Inspection Director

Meeting: March 9, 2010

Subject: Grand Generation Center Kitchen Addition & Renovation Change Order 6

Item #'s: G-13

Presenter(s): Craig Lewis, Building Inspection Director

Background

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

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

The proposed change order #6 has been forwarded to the Grand Generation Center Boad and we have received their recommendation requesting the City approve the change orders as received from the general Contractor.

Discussion

Change Order #6

Add for materials, and shipping to re-order the correct size door slap for office door #139. This change order is for \$382.50

The change order cost will increase the total cost of the contract in the amount of \$382.50.

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 Grand Generation center Kitchen Addition & Renovation Change Order #6.

Sample Motion

Move to approve the Grand Generation Center Kitchen Renovation and Remodel Change Order #6.



CHANGE ORDER

February 16, 2010

PROJECT: #1733 Grand Generation Center
CHANGE #: 6

The Contractor, CHIEF CONSTRUCTION, is hereby authorized and instructed to proceed with the following changes from the plans and specifications:

1. Add materials and shipping to re-order the correct size door slab for office door #139. The size is shown incorrectly on the plans. Price also includes finishing the door before installation.... Add: \$ 382.50

The adjustment in compensation that will be due the Contractor by reason of the change will be:
Three Hundred Eighty-two Dollars & 50/100 Total Add to Contract: \$ 382.50

Payment Schedule same as contract

APPROVED:

CHIEF CONSTRUCTION
BY *[Signature]*
DATE 2/16/2010

OWNER/OWNER REP
BY _____
DATE: _____

4400 East 39th Street
P.O. Box 848
Kearney, NE 68848-0848
Phone (308) 238-2755 Fax (308) 238-2759

2107 S. North Road
P.O. Box 2078
Grand Island, NE 68802-2078
Phone (308) 389-7222 Fax (308) 389-7393

RESOLUTION 2010-71

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

WHEREAS, Chief Construction Company is recommending the work as described in Change Order No. 6; and

WHEREAS, the Grand Generation board has approved the work described in Change Order No. 6; and

WHEREAS, the original bid of \$195,100 did not include the work described in Change Order No. 6; and

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

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

Whereas, Change Order No. 6 increase the contracted price by \$382.50.

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 6 between the City of Grand Island and Chief Construction company of Grand Island, Nebraska

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
March 4, 2010 ☐ City Attorney



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item H1

**Consideration of Request from JBS Swift & Company for a
Conditional Use Permit for a Temporary Parking Lot Located at
435 Stuhr Road**

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item H2

Consideration of Request from Foth Infrastructure & Environment, LLC o/b/o Union Pacific Railroad for a Conditional Use Permit for Continued Use of Two (2) Skid-Mounted Sheds for Operation of a Blower and Compressor for Remediation Located at 1219 1/2 Wes

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item I1

#2010-72 - Consideration of Request from Julio Melesio dba Copas De Oro, 413 West 4th Street for a Class "C" Liquor License and Liquor Manager Designation

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-72

WHEREAS, an application was filed by Julio Melesio, doing business as Copas De Oro, 413 West 4th Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 27, 2010; such publication cost being \$14.73; and

WHEREAS, a public hearing was held on March 9, 2010 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: _____

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
March 4, 2010 ☐ City Attorney



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item J1

Approving Payment of Claims for the Period of February 24, 2010 through March 9, 2010

The Claims for the period of February 24, 2010 through March 9, 2010 for a total amount of \$2,018,203.98. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item J2

Approving Payment of Claims for the Period of February 24, 2010 through March 9, 2010 for the State Fair Recreation Building

The Claims for the Period of February 24, 2010 through March 9, 2010 for the State Fair Recreational Building for the following requisitions:

#13 \$3,230.68

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 013

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>
Davis Design	211 North 14 th Street Lincoln, NE 68508	\$3,230.68	Construction administration

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: Marylou Brown
Title: Finance Director
Date: 3/4/10

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 FEB 10 2010

Invoice number 13760
January 31, 2010

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

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

COPY

Principals:

JON P. DALTON, PE
MATTHEW C. METCALF, AIA
WADE W. STANQE, AIA
MICHAEL A. WACHAL, PE

MR. JOSEPH MCDERMOTT
STATE FAIR PARK BOARD OFFICE
P.O. BOX 1387
GRAND ISLAND, NE 68802-1387

Associate Principal:

Michael D. Marsh, AIA

Estimated Construction Cost: \$ 4,556,494.00
Percent of Construction Cost: 4.00
Fee: \$ 182,259.76

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

Phase	Contract Amount	Percent Complete	Total Billed
Schematic Design	18,225.98	100.00 %	18,225.98
Design Development	45,564.94	100.00 %	45,564.94
Contract Documents	82,016.89	100.00 %	82,016.89
Bidding/Construction Admin.	36,451.95	45.45 %	16,567.41
Total Billed			162,375.22
Fee previously billed			159,198.17
Current fee billing			3,177.05

Reimbursable	Cost	Mult	Amount
Travel	48.75	1.10	53.63
Reimbursable subtotal			53.63

PLEASE PAY THIS AMOUNT

3,230.68

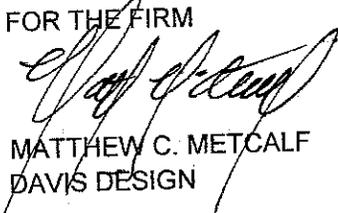
Lincoln:

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

FOR THE FIRM


MATTHEW C. METCALF
DAVIS DESIGN

www.davisdesign.com



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 70,000 S.F. Exhibition Building
Project No	08-0192

SUMMARY OF EXPENSES

Travel Expenses	\$ 48.75
Print Log Expenses	\$ -
Film Processing Expenses	\$ -
In-House Copy Expenses	\$ -
US Postal Service Expenses	\$ -
Express Shipping Expenses	\$ -
Total Expenses	\$ 48.75

Travel Expenses

Date	Person(s) Traveling	# of Trips	Cost per trip	Total Cost
01/05/10	Leroy Svatora/Chad Vogel	0.25	\$ 97.50	\$ 24.38
01/19/10	Leroy Svatora/Chad Vogel	0.25	\$ 97.50	\$ 24.38
			\$ -	\$ -
			Total	\$ 48.75

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	\$ -



City of Grand Island

Tuesday, March 09, 2010

Council Session

Item X1

Discussion Concerning AFSCME, IBEW - Utilities, IBEW - Finance, IBEW - WWTP, IBEW - Service/Clerical, FOP, and IAFF Labor Agreements

The City Council may vote to go into Executive Session as required by State law to discuss AFSCME, IBEW - Utilities, IBEW - Finance, IBEW - WWTP, IBEW - Service/Clerical, FOP, and IAFF Labor Agreements..

Staff Contact: Jeff Pederson