
City of Grand Island



Tuesday, April 27, 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, April 27, 2010

Council Session

Item C1

Recognition of Larry Graves, Senior Power Plant Operator with the Utilities Department for 40 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Larry Graves, Sr. Power Plant Operator with the Utilities Department at Burdick Station for 40 Years of Service with the City of Grand Island. Mr. Graves was hired on April 6, 1970 as an Administrator I, was promoted to Administrator II on May 1, 1971; Power Plant Operator I on October 3, 1988; Utilities Operator on August 1, 1992; Sr. Utilities Operator on June 13, 1993; Sr. Power Plant Operator on October 6, 2003 and to his current position of Sr. Power Plant Operator at the Burdick Station on October 1, 2007. We congratulate Mr. Graves for his dedication and service to the City of Grand Island.

Staff Contact: Mayor Hornady

Twenty Years Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

LARRY GRAVES

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

City of
GRAND



ISLAND

Greg S. McCallin
Department Director

Richard H. Horvath
Mayor

4.18.10
Date

3-23-10
Date



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item C2

Proclamation "Stand Against Racism" April 30, 2010

Grand Island is represented by persons of many races and cultural backgrounds. The YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all. The Mayor has proclaimed April 30, 2010 as a day to "Stand Against Racism". See attached PROCLAMATION.

Staff Contact: Mayor Hornady

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

PROCLAMATION

WHEREAS, the motto of the YWCA is "eliminating racism and empowering women"; and

WHEREAS, the YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all; and

WHEREAS, the community of Grand Island is represented by persons of many races and cultural backgrounds; and

WHEREAS, the strength of a community is based upon strong relationships among its people; and

WHEREAS, April 30, 2010 marks the occasion of the first "Stand Against Racism" in Grand Island and in the State of Nebraska.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim April 30, 2010 as a day to

"Stand Against Racism"

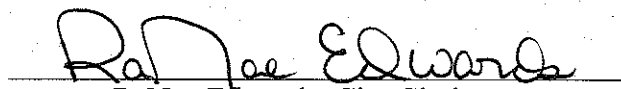
in the City of Grand Island, and encourage all citizens to treat each other with respect and dignity, regardless of race or cultural heritage.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-seventh day of April in the year of our Lord Two Thousand and Ten.




Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item C3

Proclamation "Arbor Day" April 30, 2010

In 1872, J. Sterling Morton proposed that a special day be set aside for the planting of trees. This holiday was designated "Arbor Day" and is now observed in Nebraska, throughout the nation and the world. In conjunction with Arbor Day, the City of Grand Island is celebrating its 24th year as a "Tree City USA". The Mayor has proclaimed April 30, 2010 as "Arbor Day" in the City of Grand Island and encourages citizens to support efforts to protect our trees and woodlands. See attached PROCLAMATION.

Staff Contact: Mayor Hornady

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

PROCLAMATION

- WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS, Arbor Day is now observed in Nebraska, throughout the nation and the world; and
- WHEREAS, trees can reduce erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and
- WHEREAS, trees are a renewable resource giving us paper, wood for construction, fuel for our fires, and countless other wood products; and
- WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, beautify our community; and
- WHEREAS, the City of Grand Island is celebrating its 24th year as a Tree City;

NOW THEREFORE I, Margaret Hornady, Mayor of Grand Island, Nebraska, do hereby proclaim April 30, 2010 as

"Arbor Day"

in the City of Grand Island and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

Further, I urge all citizens to prune, plant, and care for trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-seventh day of April in the year of our Lord Two Thousand Ten.



Margaret Hornady

Mayor of Grand Island, Nebraska

Attest:

RaNaee Edwards

RaNaee Edwards, City Clerk



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item D1

**#2010-BE-1 - Consideration of Determining Benefits for 2009
Weed and Nuisance Special Assessments**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: April 27, 2010

Subject: Determination of Benefits
2009 Weed Abatement Program

Item #'s: D-1 & F-2

Presenter(s): Mary Lou Brown, Finance Director

Background

The Grand Island City Code contains a procedure for abating nuisances on properties such as excessive growths of weeds or litter. The City Code provides for owners to receive a notice to cut their weeds and grasses and if the owners do not comply with such notice, the City is authorized to do the work and bill the property owner. If the owner fails to pay the bill, the City is authorized by Section 17-38 of the City Code to levy an assessment on the property for the amount of the mowing expenses.

Discussion

The City Council, sitting as the Board of Equalization, is being asked to determine the benefits for nuisance abatement and the weed abatement program that took place during the growing season of 2009. There were a number of properties within the City of Grand Island which were not mowed after notice was given. The property owners did not respond to the notice, the City contracted to have the properties mowed or otherwise abated the nuisance, and sent a statement to the property owners for the cost of the mowing. The determination of benefits and levying of special assessments by ordinance on the properties are the next steps in the process of collecting the mowing expense.

Alternatives

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

1. Determine the benefits and approve levying the assessment against the property.

2. Continue the issue to a later date.

Recommendation

City Administration recommends that the Council determine the benefits of mowing and nuisance abatement done during 2009 and levy the unpaid benefits as a lien against the properties.

Sample Motion

Move to adopt the resolution determining the special benefits of abating nuisances for the properties listed and in the amounts set forth in the resolution.

After the resolution is adopted, a separate motion to adopt the assessment ordinance will be made in the manner for adopting ordinances.

R E S O L U T I O N 2010-BE-1

WHEREAS, pursuant to Sections 16-230 and 16-707, Neb. R.R.S. 1943, as amended, the City Clerk of the City of Grand Island, Nebraska, gave notice at least ten (10) days prior thereto by publication in a newspaper having general circulation in the City and by mail to persons whose addresses were known to her that the City Council would meet as a Board of Equalization to equalize special weed cutting assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for the purpose of assessing the costs and expenses of cutting and removing weeds, grasses, or worthless vegetation to the various lots and pieces of ground during the 2009 season, that:

1. The special benefits accruing to the real estate hereinafter described for each cutting is the actual expense thereof plus \$50.00 as costs for the City per lot or piece of ground or any combination thereof; and
2. The several lots and pieces of ground hereinafter described are respectively benefited by reason of such weed elimination as follows:

Owner	Location	Legal Description	Total
Martin Cortez 1304 Geddes Street Grand Island, NE 68801	1304 N. Geddes	Frank P Barks Sub. No 3 Lot 46	\$216.50
M & L Investments LLC 1819 N. Custer Avenue Grand Island, NE 68803	917½ W. 12 th Street	Russel Wheeler's Addition S 52' of Lot 4 Block 49	117.50
William E. McIntosh Thomas Wroblewski 610 N. Darr Avenue #109 Grand Island, NE 68803	1823 N. Lafayette	Scarff's Addition to West Lawn Lot 8 Block 16	115.00
Jose Moran PO Box 1442 Grand Island, NE 68802	409 E. 13 th Street	Wheeler & Bennett's 2 nd Addition Lot 4 Block 64	75.00
Nelsen Enterprises Inc/AC C Clifton Nelsen Etal Trustees 11818 L Street Omaha, NE 68100	400 Industrial Lane	Commercial Industrial Park Sub. Lot 6	175.00
Jason D. Parmenter 2720 N. Webb Road Grand Island, NE 68803	712 W. 15 th Street	Schimmer's Addition Lot 9 Block 14	110.00
Delno L. Pedersen, Deceased Michael S. Pedersen, Heir 2325 N. Lafayette Avenue Grand Island, NE 68803	618 S. Elm Street	Wiebe's Addition S½ of N½ Lot 8 Block 9	185.00
Juanita Roman Life Estate Robert S. & Frank S. Roman 808 E. 5 th Street Grand Island, NE 68801	808 E. 5 th Street	Evans Addition Lot 7 Block 4	115.00
	808 E. 5 th Street	Evans Addition Lot 7 Block 4	115.00

Approved as to Form <input type="checkbox"/> _____ April 21, 2010 <input type="checkbox"/> City Attorney

Gonzalo Soto 224 E. 4 th Street Grand Island, NE 68801	503 E. 5 th Street	Nagy's Addition Lot 4 Block 26	151.25
Gary E. & Mary G. Valasek 4321 Michigan Avenue Grand Island, NE 68803	4223 Shanna Street	Western Heights 6 th Sub. Lot 1	75.00
	1508 Independence Avenue	American Independence Sub. Lot 8	85.00
	1604 Lariat Lane	American Independence Sub. Lot 2	85.00
Vanguard Properties LLC 3811 29 th Avenue, Ste. 5 Kearney, NE 68845	4016 Northview Drive	Northview 3 rd Sub. Lot 3	115.00
James J. Wiltgen PO Box 1835 Kearney, NE 68848	2210 N. Webb Rd.	Grand Island Mall 15 th Sub Lot 1	750.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 27, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item E1

**Public Hearing on Request from Casey's Retail Company dba
Casey's General Store #2882, 1404 West 2nd Street for a Class "B"
Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 27, 2010

Subject: Public Hearing on Request from Casey's Retail Company dba Casey's General Store #2882, 1404 West 2nd Street for a Class "B" 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

Casey's Retail Company dba Casey's General Store #2882, 1404 West 2nd Street has submitted an application for a Class "B" Liquor License. A Class "B" Liquor License allows for the sale of beer, off sale only 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.

Also included with this application is a Manager Designation request from Tina Krings, 1009 Milan Dr. #7, Norfolk, Nebraska.

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 approve this application.

Sample Motion

Move to approve the application for Casey's Retail Company dba Casey's General Store #2882, 1404 West 2nd Street for a Class "B" Liquor License contingent upon final inspections and Liquor Manager request from Tina Krings, 1009 Milan Dr. #78, Norfolk, Nebraska contingent upon Ms. Krings completing a state approved alcohol server/seller training program.

04/20/10
16:13

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 14:30:40 04/12/2010
Occurred before : 14:30:40 04/12/2010
When reported : 08:30:00 04/09/2010
Date disposition declared : 04/12/2010
Incident number : L10041478
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 1404 2nd 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 : 2895
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	52291	04/20/10	Casey's General Store,	Business Involved
NM	56754	04/20/10	Casey's General Store,	Business Involved
NM	114448	04/20/10	Krings, Tina M	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT07	Convenience Store	

LAW INCIDENT NARRATIVE:

I received a copy of a liquor license application for Casey's General Store located at 1404 W. 2nd and 1420 S. Locust. Both locations are currently Holiday Stores and are being purchased by Casey's. I also received a copy of a liquor manager application for Tina Krings.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

04/20/10 Grand Island Police Department
16:13 LAW INCIDENT TABLE

450
Page: 2

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	14:47:49 04/20/2010

318-Casey's- both new stores

Grand Island Police Department
Supplemental Report

Date, Time: Tue Apr 20 14:48:18 CDT 2010
Reporting Officer: Vitera
Unit- CID

I received a copy of a Class B liquor license application for Casey's at 1420 S. Locust and Casey's at 1404 W. 2nd Street. Each one of these locations used to be a Holiday store. I also received a copy of an application for Tina Krings to be the liquor manager at both stores.

The first thing I noticed about the liquor license application was that it listed seven people involved with the Casey's Corporation. All seven people are married which puts the total number of people listed on the application at fourteen. All fourteen people have Iowa addresses. Ten of the fourteen people disclosed violations where the application asks if anyone has been convicted of or plead guilty to any charge. All of the convictions were traffic related.

Since I can't run criminal history checks for liquor license investigations, and all of the applicants live out of state, this investigation will have to rely on the fingerprint submissions, NSP investigation, and the NLCC decision. Since there are other Casey's stores in town that sell alcoholic beverages, they have gotten licenses in the past. I can't imagine that there have been any significant changes from the old applications to this one.

I will focus more on the liquor manager position since that applicant has lived in Nebraska for the last 42 years. Tina Krings' application indicates that she was born in California in 1967 but has lived in Norfolk, Nebraska from 1967 until now. I checked Tina through Spillman and NCJIS.

Tina is in Spillman as being involved in a liquor license investigation for two Casey's stores back in April of 2007. No problems were uncovered during that investigation. I checked Tina again through NCJIS. She has no convictions listed.

Assuming there are no problems at the State level, the Grand Island Police Department (GIPD) has no objection to Casey's obtaining a liquor license at their new 2nd Street and South Locust location. The GIPD also has no objection to Tina Krings being the liquor manager.



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item E2

**Public Hearing on Request from Casey's Retail Company dba
Casey's General Store #2883, 1420 South Locust Street for a Class
"B" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 27, 2010

Subject: Public Hearing on Request from Casey's Retail Company
dba Casey's General Store #2883, 1420 South Locust
Street for a Class "B" Liquor License

Item #'s: E-2 & I-2

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

Casey's Retail Company dba Casey's General Store #2883, 1420 South Locust Street has submitted an application for a Class "B" Liquor License. A Class "B" Liquor License allows for the sale of beer, off sale only 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.

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1. Approve the application.
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Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve this application.

Sample Motion

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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 : 2895
Long-term call ID :
Clearance Code : CL Case Closed
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City of Grand Island

Tuesday, April 27, 2010

Council Session

Item F1

#9254 - Consideration of Annexation Request of a Tract of Land Being Platted as Shady Bend Subdivision and Adjacent Right of Way Located South of U.S. Highway 30 and West of the New Shady Bend Road (Third Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 27, 2010

Subject: Annexation Ordinance (Third Reading) (C-10-2010GI)

Item #'s: F-1

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

Background

Annexation of land, located at 3609 E US Hwy 30 and 803 N Shady Bend Rd., into the Grand Island City Limits see the attached map. The owner of this property has submitted Shady Bend Subdivision as an addition to the City of Grand Island and by doing so asked Council to consider annexation of this property.

Discussion

On March 3, 2010 the Hall County Regional Planning Commission held a public hearing before considering this matter.

O'Neill opened the Public Hearing.

No members of the public testified at the hearing held by the Regional Planning Commission.

Nabity explained 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.

Water is available to the property included in this annexation request. Sewer is available to the property. This property is within the Grand Island Utilities Electrical Service District. This property is within the Grand Island School District. Annexing this property **will not** impact the two mile extraterritorial jurisdiction of Grand Island.

On March 27, 2010 Council held a public hearing on this matter and passed the annexation ordinance on first reading. On April 13, 2010 Council passed the annexation ordinance on second reading.

This is the third reading of the ordinance to annex property.

Alternatives

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

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

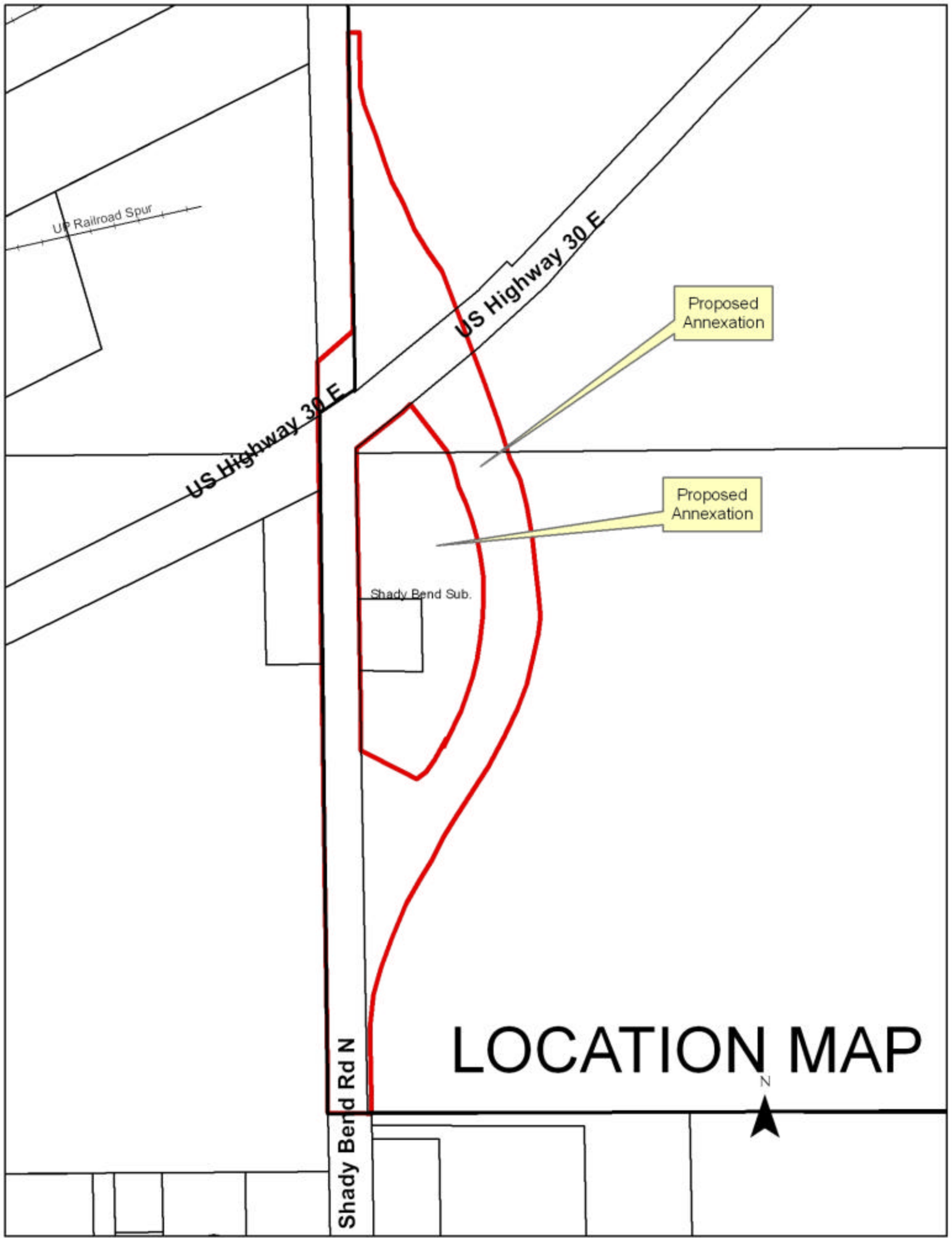
Recommendation

A motion was made by Haskins 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, Eriksen, Haskins, Bredthauer, Snodgrass, Connelly) all voting in favor.

Sample Motion

Move to approve the annexation as Submitted.



UP Railroad Spur

US Highway 30 E

US Highway 30 E

Proposed
Annexation

Proposed
Annexation

Shady Bend Sub.

Shady Bend Rd N

LOCATION MAP

N

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9254

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land at U.S. Highway 30 and Shady Bend Road being platted as Shady Bend Subdivision an Addition to the City of Grand Island along with all adjoin public Right-of-Way in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on March 3, 2010, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

A tract of land comprised of Lots One (1) and Two (2) of Shady Bend Subdivision an Addition to the City of Grand Island and all adjoining public Right-of-Way in Hall County, Nebraska,

WHEREAS, after public hearing on March 23, 2010, the City Council of the City of Grand Island found and determined that such annexation be approved; and

Approved as to Form	<input type="checkbox"/> _____
April 21, 2010	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9254 (Cont.)

WHEREAS, on March 23, 2010, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation will have no impact on the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

(E) The plan for extending City services adopted by the City Council by the passage and approval of Resolution No. 2010-69 is hereby approved and ratified as amended.

ORDINANCE NO. 9254 (Cont.)

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: April 27, 2010.

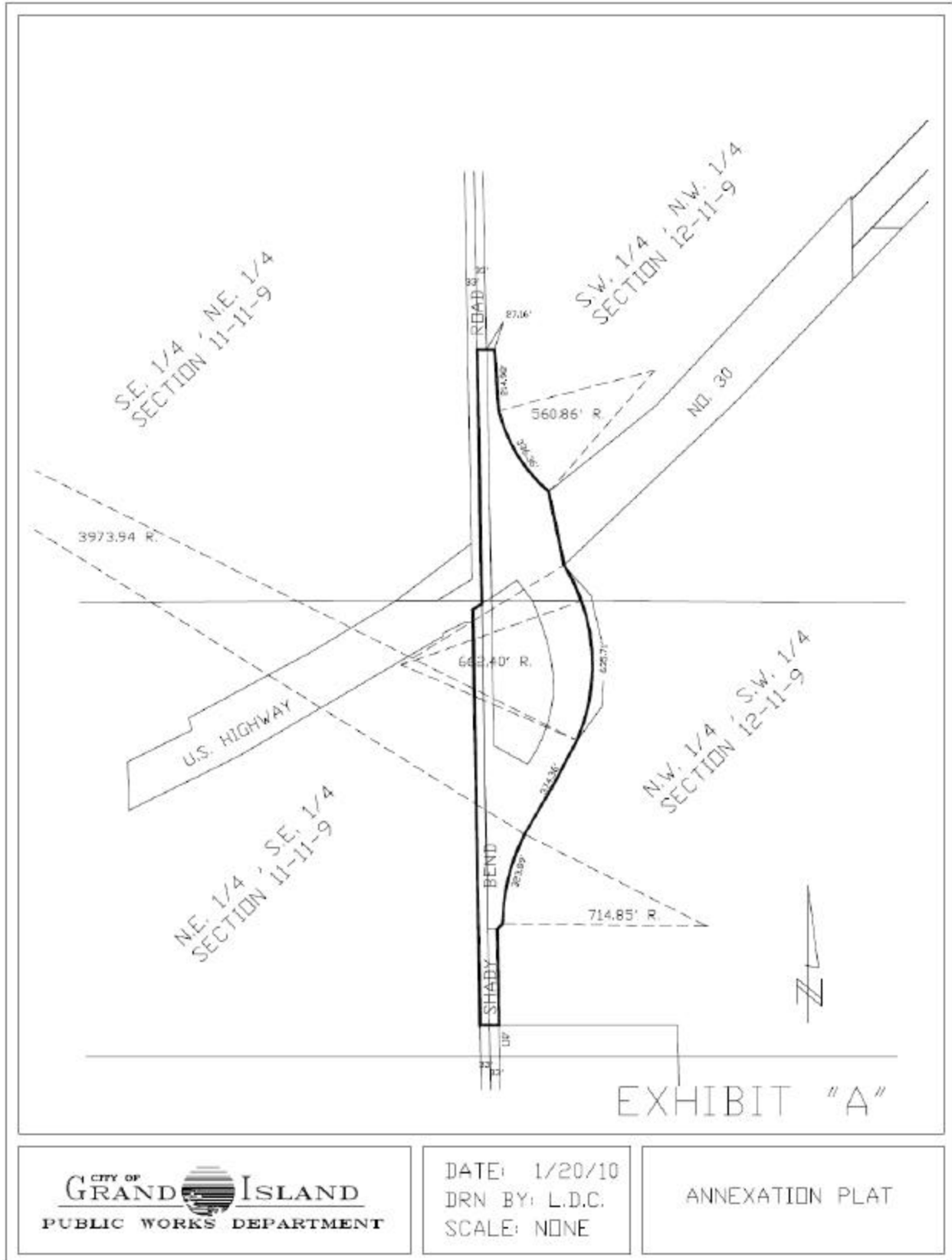
ORDINANCE NO. 9254 (Cont.)

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9254 (Cont.)





City of Grand Island

Tuesday, April 27, 2010

Council Session

Item F2

#9260 - Consideration of Assessments for 2009 Weed and Nuisance Abatement Program

This item relates to the aforementioned Board of Equalization Item D-1.

Staff Contact: Mary Lou Brown

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9260

An ordinance levying a special tax to pay the cost to the City of cutting, destroying, and removing weeds, grasses, or worthless vegetation, pursuant to Sections 17-36 and 17-38 of the Grand Island City Code upon certain lots and pieces of ground; providing for the collection thereof; repealing ordinances or parts of ordinances in the Grand Island City Code in conflict herewith; and providing for the publication and effective date of this ordinance.

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

SECTION 1. A special tax is hereby levied for the cost of cutting, destroying, and removing weeds, grasses, or worthless vegetation upon the hereinafter described lots and pieces of ground during the 2009 season in proportion to the special benefits to such real estate as determined and assessed by the City Council sitting as a Board of Equalization after due notice thereof, in the following amounts:

<u>Owner</u>	<u>Location</u>	<u>Legal Description</u>	<u>Total</u>
Martin Cortez 1304 Geddes Street Grand Island, NE 68801	1304 N. Geddes	Frank P Barks Sub. No 3 Lot 46	\$216.50
M & L Investments LLC	917½ W. 12 th Street	Russel Wheeler's Addition	117.50

Approved as to Form ☐ _____
April 21, 2010 ☐ City Attorney

ORDINANCE NO. 9260 (Cont.)

1819 N. Custer Avenue Grand Island, NE 68803		S 52' of Lot 4 Block 49	
William E. McIntosh Thomas Wroblewski 610 N. Darr Avenue #109 Grand Island, NE 68803	1823 N. Lafayette	Scarff's Addition to West Lawn Lot 8 Block 16	115.00
Jose Moran PO Box 1442 Grand Island, NE 68802	409 E. 13 th Street	Wheeler & Bennett's 2 nd Addition Lot 4 Block 64	75.00
Nelsen Enterprises Inc/AC C Clifton Nelsen Etal Trustees 11818 L Street Omaha, NE 68100	400 Industrial Lane	Commercial Industrial Park Sub. Lot 6	175.00
Jason D. Parmenter 2720 N. Webb Road Grand Island, NE 68803	712 W. 15 th Street	Schimmer's Addition Lot 9 Block 14	110.00
Delno L. Pedersen, Deceased Michael S. Pedersen, Heir 2325 N. Lafayette Avenue Grand Island, NE 68803	618 S. Elm Street	Wiebe's Addition S½ of N½ Lot 8 Block 9	185.00
Juanita Roman Life Estate Robert S. & Frank S. Roman 808 E. 5 th Street Grand Island, NE 68801	808 E. 5 th Street	Evans Addition Lot 7 Block 4	115.00
	808 E. 5 th Street	Evans Addition Lot 7 Block 4	115.00
Gonzalo Soto 224 E. 4 th Street Grand Island, NE 68801	503 E. 5 th Street	Nagy's Addition Lot 4 Block 26	151.25
Gary E. & Mary G. Valasek 4321 Michigan Avenue Grand Island, NE 68803	4223 Shanna Street	Western Heights 6 th Sub. Lot 1	75.00
	1508 Independence Avenue	American Independence Sub. Lot 8	85.00
	1604 Lariat Lane	American Independence Sub. Lot 2	85.00
Vanguard Properties LLC 3811 29 th Avenue, Ste. 5 Kearney, NE 68845	4016 Northview Drive	Northview 3 rd Sub. Lot 3	115.00
James J. Wiltgen PO Box 1835 Kearney, NE 68838	2210 N. Webb Rd.	Grand Island Mall 15 th Sub. Lot 1	750.00

SECTION 2. Such special tax shall be due and payable to the City thirty (30) days after such levy and shall become delinquent fifty (50) days after such levy. After the same

ORDINANCE NO. 9260 (Cont.)

shall become delinquent, interest at the rate of 14 percent (14%) per annum shall be paid thereon.

The same shall be collected in the same manner as other city taxes.

SECTION 3. Such special taxes shall be collected by the Finance Director of the City of Grand Island, Nebraska, as provided by law.

SECTION 4. Such special taxes, if not previously paid, shall be certified to the County Clerk at the same time as the next certification for general revenue purposes.

SECTION 5. Such special taxes, when received, shall be applied to reimburse the general fund.

SECTION 6. All ordinances or parts of ordinances or provisions in the Grand Island City Code in conflict herewith be, and the same hereby are, repealed.

SECTION 7. 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: April 27, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item G1

**Receipt of Official Documents - Pawnbroker's Official Bonds for
G.I. Loan Shop and Wayne's Pawn Shop**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: April 27, 2010
Subject: Approving Renewal of Pawnbroker Official Bond
Item #'s: G-1
Presenter(s): RaNae Edwards, City Clerk

Background

Chapter 25 of the Grand Island City Code requires that all persons who shall engage in the business of pawnbroker are required to make application to the Mayor and City Council. Along with the application and fee, a bond is required which is to be approved by the Mayor and City Council. Each license expires on April 30th of each year and must be renewed prior to that date.

Discussion

G.I. Loan Shop, 1004 West Second Street and Wayne's Pawn Shop, 203 West Third Street have submitted their application, fee, and bond for renewal of their pawnbroker's license. (See attached)

Alternatives

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

1. Move to approve the renewals
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 application and bond for renewal of pawnbroker's license.

Sample Motion

Move to approve the renewal applications and bonds for G.I. Loan Shop and Wayne's Pawn Shop.



Pawnbroker's License Application

Business Owner Name: Darbo R Bearby
Business Owner Address: 1810 Hwy 58 Dannebrog Ne 68831
Business Manager Name: Patricia Bearby
Business Manager Address: 1810 Hwy 58 Dannebrog Ne 68831
Business Street Address: 1004 W 2nd Grand Island

Location of storage of goods if kept at location other than business location:

—
List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

Offense	Location of Court	Conviction Date
—	—	—
—	—	—
—	—	—

If additional space is required, continue on back of the application.

Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30th of each year. The City of Grand Island requires payment of an occupation tax in the amount of \$75.00 when the license is issued as well as a license fee in the amount of \$75.00.

All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.



Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

www.orsurety.com

NEW BUSINESS

Execution Report - Principal's Copy
03/25/2010

PRINCIPAL

Darlo R Beazley
dba G.I. Loan Shop
1004 W 2nd

Grand Island, NE 68801

OBLIGEE

City of Grand Island
2nd & Pine

Grand Island, NE 68801

BOND NUMBER: RLI0557589

BOND AMOUNT: 5,000.00

BOND DESCRIPTION:

pawnbroker

EFFECTIVE DATE: 05/01/2010

EXPIRATION DATE: 05/01/2011

PREMIUM DUE: 100.00

FEES: 0.00

TOTAL PREMIUM DUE: 100.00

AGENCY 0407749

GARY THOMPSON AGENCY, INC.
2838 OLD FAIR RD.
P O BOX 759
GRAND ISLAND, NE 68803

REMARKS

None



OLD REPUBLIC SURETY COMPANY
P O BOX 1976
DES MOINES, IA 50305

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
RLI- 557589	PAWNBROKER	5,000	5/01/2010	5/01/2011

PRINCIPAL

BEAZLEY, DARLO R.
G.I. LOAN SHOP
1004 W 2ND
GRAND ISLAND, NE 68801

OBLIGEE

CITY OF GRAND ISLAND
2ND & PINE
GRAND ISLAND, NE 68801

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS FIFTEENTH DAY OF APRIL, 2010

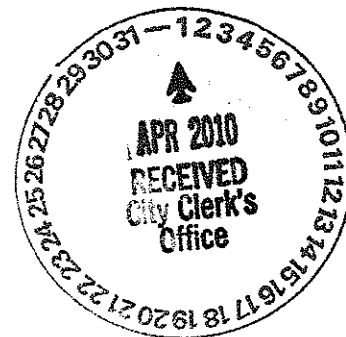
40-7749
GARY THOMPSON AGENCY, INC.
2838 OLD FAIR RD.
P O BOX 759
GRAND ISLAND, NE 68802



OLD REPUBLIC SURETY COMPANY
SURETY

By Kathryn R. Pearson

GRSC 2204 (8/94)



Pawnbroker's License Application

Business Owner Name: Larry May / Arthur May

Business Owner Address: 513 E. Dept. Pennelroy N. 2208 N. Park Grand Island.

Business Manager Name: _____

Business Manager Address: _____

Business Street Address: 203 West 3rd Grand Island N.

Location of storage of goods if kept at location other than business location:

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

Offense	Location of Court	Conviction Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

If additional space is required, continue on back of the application.

Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30th of each year. The City of Grand Island requires payment of an occupation tax in the amount of \$75.00 when the license is issued as well as a license fee in the amount of \$75.00.

All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.



RLI Surety
A Division of RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

CONTINUATION CERTIFICATE

RLI Insurance Company/RLI Indemnity Company hereby continues in force Bond No. LSM0089532 briefly described as Pawn Broker bound unto the City Of Grand Island on behalf of Wayne's Inc

Location Name & Address:

Wayne's Inc

203 W 3rd Street

Grand Island, NE 68801

Bill To Name & Address: (If different)

in the sum of \$ 5,000.00 Dollars, for the term beginning December 19, 2009 and ending December 19, 2010 subject to all the covenants and conditions of the original bond referred to above.

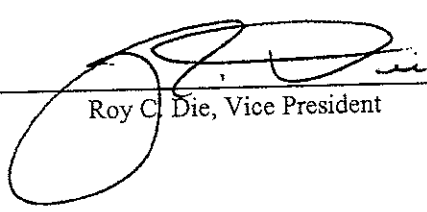
This Continuation Certificate is executed upon the express condition that the Undersigned company's liability under said bond and under this and all Continuation Certificates issued in connection therewith shall not be cumulative and shall not in any event exceed the amount of said bond as hereinbefore set forth.

Dated this 21st day of September, 2009.



RLI Insurance Company/RLI Indemnity Company

By


Roy C. Die, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE OBLIGEE.

H 10/6/09
10-14-09



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item G2

Approving Minutes of April 13, 2010 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 13, 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 April 13, 2010. Notice of the meeting was given in *The Grand Island Independent* on April 7, 2010.

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

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

MAYOR COMMUNICATION: Mayor Hornady introduced CYC members Sarah Stoltenberg and Allison Hoover and Board member Liz Mayfield. Mayor Hornady reminded everyone to return their census form by this Friday. Also mentioned was Grand Island's Little Theatre last production for this season on Friday and Saturday.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Child Abuse Prevention Month" April, 2010. Mayor Hornady proclaimed the month of April, 2010 as "Child Abuse Prevention Month". Diane Mulbach was present to receive the proclamation and hand out blue ribbons.

Proclamation "Nebraska Public Health Month" April, 2010. Mayor Hornady proclaimed the month of April, 2010 as "Nebraska Public Health Month". Teresa Anderson, Executive Director of Central District Health Department was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Request from Highway Motels of Nebraska, Inc. dba Holiday Inn Express, 3404 West Faidley Avenue for a Class "T" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "T" Liquor License had been received from Highway Motels of Nebraska, Inc. dba Holiday Inn Express, 3404 West Faidley Avenue. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 19, 2010; notice to the general public of date, time, and place of hearing published on April 3, 2010; notice to the applicant of date, time, and place of hearing mailed on March 22, 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 Utility Easement Located on the South Side of the Alley Between 4th Street and the UPRR Tracks, East of Cedar Street (Five Points Bank). Steve Riehle, Public Works Director reported that a utility easement was needed on the south side of the alley between 4th Street and the UPRR Tracks, east of Cedar Street to have access to install, upgrade, maintain and repair power appurtenances, including lines and transformers. This would allow for a drive-up window for a new U-Save Pharmacy. Staff recommended approval. No public testimony was heard.

Public Hearing for Neighborhood Stabilization Program Property Purchases. Joni Kuzma, Community Development Administrator reported that Community Development was proposing the purchase of the structures and properties at 522 N. Beal Street and 2811 West 4th Street for demolition. Staff recommended approval. No public testimony was heard.

Public Hearing on the Semi-Annual Report by the Citizens' Review Committee on the Economic Development Program Plan. Mark Stelk, CRC President, 3117 Brentwood Drive gave the semi-annual report. No public testimony was heard.

Public Hearing on Request from Upper Plains Contracting, Inc. for a Conditional Use Permit for Concrete Batch Plant Site Located at 3860 South Locust Street. Craig Lewis, Building Department Director reported that Upper Plains Contracting, Inc. had submitted an application for a conditional use permit located at 3860 South Locust Street to place a concrete batch plant site on property owned by Hooker Brothers Sand & Gravel for May and June of 2010. Staff recommended approval for six months. Ignaciol Contreras, 3892 South Locust Street spoke in opposition. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Between White Cloud and Abbot Roads, and Between Engleman and North Roads (Glen and Betty Weise). Gary Mader, Utilities Director reported that a utility easement was needed located near the north/south section line between White Cloud Road and Abbot Road, and Engleman Road and North Road in order to have access to install, upgrade, maintain and repair the new 115 kV transmission line to the northwest of the City. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Between One R and Chapman Roads and Between North and Engleman Roads (Robert and Kay Fielding). Gary Mader, Utilities Director reported that a utility easement was needed located between One R Road and Chapman Road, and between Engleman Road and North Road in order to have access to install, upgrade, maintain and repair the new 115 kV transmission line to the northwest of the City. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Between One R and Chapman Roads and Between North and Engleman Roads (Parcel #1) (Thomas and Linda Atkins). Gary Mader, Utilities Director reported that a utility easement was needed located between One R Road and Chapman Road, and between Engleman Road and North Road in order to have access to install, upgrade, maintain and repair the new 115 kV transmission line to the northwest of the City. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Between One R and Chapman Roads and Between North and Engleman Roads (Parcel #2) (Thomas and Linda Atkins). Gary Mader, Utilities Director reported that a utility easement was needed located between One R Road and Chapman Road, and between Engleman Road and North Road in order to have access to install, upgrade, maintain and repair the new 115 kV transmission line to the northwest of the City. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Between Prairie Road and Chapman Roads, and Between Engleman and North Roads (Elmer E. Pollock). Gary Mader, Utilities Director reported that a utility easement was needed located between Prairie Road and Chapman Road, and between Engleman Road and North Road in order to have access to install, upgrade, maintain and

repair the new 115 kV transmission line to the northwest of the City. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Between White Cloud Road and One R Road, and Between Engleman Road and North Road (Jeff and Susan Koch). Gary Mader, Utilities Director reported that a utility easement was needed located between White Cloud Road and One R Road, and between Engleman Road and North Road in order to have access to install, upgrade, maintain and repair the new 115 kV transmission line to the northwest of the City. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9254 – Consideration of Annexation Request of a Tract of Land Being Platted as Shady Bend Subdivision and Adjacent Right-of-Way Located South of U.S. Highway 30 and West of the New Shady Bend Road (Second Reading)

This was the second of three readings.

Motion by Gilbert, second by Zapata to approve Ordinance #9254 on second reading. Upon roll call vote, all voted aye. Motion adopted.

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

#9258 – Consideration of the Conveyance of 522 N. Beal Street and 2811 West 4th Street

#9259 – Consideration of Amending Chapter 31 of the Grand Island City Code Relative to Signs

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.

#9258 – Consideration of the Conveyance of 522 N. Beal Street and 2811 West 4th Street

#9259 – Consideration of Amending Chapter 31 of the Grand Island City Code Relative to Signs

Ordinance #9258 related to the aforementioned Public Hearing.

Craig Lewis, Building Department Director reported that Ordinance #9259 would allow the square footage of signage to be increased to 1.18 square foot of signage for each one foot of frontage in excess of the first 150 feet and allow any single sign square footage to be increased from 200 to 350 square feet along Locust Street A-C corridor. Joseph McDermott, Executive Director of the Nebraska State Fair, 4117 Fleetwood spoke in support.

Discussion was held regarding the sign for the State Fair and Fonner Park. Business Improvement District #3 and #4 were discussed. Mr. Lewis stated this amendment would affect BID #4 and not BID #3.

Motion by Meyer, second by Nickerson to approve Ordinances #9258 and #9259.

City Clerk: Ordinances #9258 and #9259 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9258 and #9259 on final passage. All those in favor of the passage of these ordinances 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 #9258 and #9259 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-16 and G-17 were pulled for further discussion. Motion by Zapata, second by Gericke to approve the Consent Agenda excluding items G-16 and G-17. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 23, 2010 City Council Regular Meeting.

#2010-94 – Approving the Purchase of 522 N. Beal Street and 2811 West 4th Street.

#2010-95 – Approving Interlocal Agreement for Compact for Apprehension of Narcotics Dealers and Offenders (CANDO).

#2010-96 – Approving Contract for HIDTA Grant Funding in the Amount of \$53,692.00 for 2010-2011.

#2010-97 – Approving E-Payment Services and Payment Card Industry Data Security Standards with US Bank.

#2010-98 – Approving Bid Award for Burdick Station Diesel Fuel Tank and Rogers Reservoir #1 Painting with W.S. Bunch Company of Omaha, Nebraska in an Amount of \$161,217.00.

#2010-99 – Approving Bid Award for 2010 Truck with Digger Derrick Unit for Utilities Line Division with Terex Utilities of San Antonio, Texas in an Amount of \$208,765.00.

#2010-100 – Approving Change Order #1 for On-Site Technical Advisor for GT3 Combustion Inspection at Burdick Station with General Electric International of Omaha, Nebraska for an Increase of \$12,800.00 and a Revised Contract Amount of \$55,402.05.

#2010-101 – Approving Acquisition of Utility Easement Located Between White Cloud Road and Abbot Road, and Between Engleman Road and North Road (Glen and Betty Weise).

#2010-102 – Approving Acquisition of Utility Easement Located Between One R Road and Chapman Road, and Between North road and Engleman Road (Robert and Kay Fielding).

#2010-103 – Approving Acquisition of Utility Easement Located Between One R Road and Chapman Road, and Between Engleman Road and North Road (Parcel #1) (Thomas and Linda Atkins).

#2010-104 – Approving Acquisition of Utility Easement Located Between One R Road and Chapman Road, and Between Engleman Road and North Road (Parcel #2) (Thomas and Linda Atkins).

#2010-105 – Approving Acquisition of Utility Easement Located Between Prairie Road and Chapman Road, and Between Engleman Road and North Road (Elmer E. Pollock).

#2010-106 – Approving Acquisition of Utility Easement Located Between White Cloud Road and One R Road, and Between Engleman Road and North Road (Jeff and Susan Koch).

#2010-107 – Approving Acquisition of Utility Easement Located on the South Side of the Alley Between 4th Street and the UPRR Tracks, East of Cedar Street (Five Points Bank).

#2010-108 – Approving Proposal for Professional Engineering Consulting Services Regarding Wastewater Treatment Capacity Analysis, Treatment Process Alternative & Rate Model Work with Black & Veatch of Kansas City, Missouri, and with Olsson Associates of Grand Island, Nebraska as a Sub-Consultant for a Maximum Amount of \$59,800.00. Public Works Director Steve Riehle explained the process and reason for the Professional Engineering Consulting services. Discussion was held regarding the digester, rate model structure, aeration project, load capacity, past and future debt, JBS contribution and reduced revenue from JBS along with odor and expanded pre-treatment.

Motion by Gilbert, second by Ramsey to approve Resolution #2010-108. Upon roll call vote, all voted aye. Motion adopted.

#2010-109 – Approving Semi-Annual Report by the Citizens' Review Committee on the Economic Development Program Plan. Marlan Ferguson, Economic Development President commented on the number of jobs lost in Grand Island. Mentioned was the net gain for the community through existing companies. Northwestern rate surcharge was discussed.

Motion by Dugan, second by Meyer to approve Resolution #2010-109. Upon roll call vote, all voted aye. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Upper Plains Contracting, Inc. for a Conditional Use Permit for Concrete Batch Plant Site Located at 3860 South Locust Street. This item was related to the aforementioned Public Hearing.

Motion by Gilbert, second by Ramsey to approve the request from Upper Plains Contracting, Inc. for a Conditional Use Permit for a concrete batch plant site located at 3860 South Locust Street for a six month period starting in April of 2010, finding that the request does promote the health, safety, and general welfare of the community, protects against blight and depreciation, and is generally harmonious with the surrounding neighborhood as a temporary use. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2010-110 – Consideration of Request from Highway Motels of Nebraska, Inc. dba Holiday Inn Express, 3404 West Faidley Avenue for a Class 'I' Liquor License and Liquor Manager Designation for Melvin Wichman, 2518 Jan Street. This item related to the aforementioned Public Hearing.

Motion by Ramsey, second by Zapata to approve Resolution #2010-110 contingent upon final inspections and Mr. Wichman completing a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2010-111 – Consideration of Healthcare Premium Holidays. Finance Director Mary Lou Brown reported that three healthcare premium holidays for the City department and the City employees would save approximately \$420,000 which would help close the budget shortfall for 2009/2010 budget year.

Requested were reports of funds like these. Human Resources Director Brenda Sutherland commented on the reinsurance excess coverage, limits per person, balance, wellness program, and the reserve bank.

Motion by Ramsey, second by Zapata to approve Resolution #2010-111. 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 March 24, 2010 through April 13, 2010, for a total amount of \$5,428,311.49. Unanimously approved.

Motion by Dugan, second by Nickerson to approve the Claims for the Period of February 24, 2010 through April 13, 2010 for the Veterans Athletic Field Complex for a total amount of \$56,207.00. Unanimously approved.

Motion by Dugan, second by Nickerson to approve the Claims for the period of March 24, 2010 through April 13, 2010 for the State Fair Recreation Building for a total amount of \$3,474.99. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:30 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item G3

Approving Minutes of April 20, 2010 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

April 20, 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 April 20, 2010. Notice of the meeting was given in *The Grand Island Independent* on April 14, 2010.

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

INVOCATION was given by President Gilbert followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Council President Gilbert reminded everyone of the May 11, 2010 Primary Election and encouraged everyone to vote.

RESOLUTIONS:

#2010-112 – Approving Agreement for Construction Engineering Consulting Services for the Construction of the Northbound Lanes on South Locust Street North of I-80. Public Works Director Steve Riehle reported that the Nebraska Department of Roads (NDOR) and the City of Grand Island entered into a program agreement for the paving of the northbound lanes on South Locust Street north of I-80 to be paid for by federal stimulus funds. Federal-Aid projects required a Construction Engineering (CE) services based on a Qualification Based Selection (QBS) process. NDOR selected twelve on-call Construction Engineering consultants to provide services for Local Public Agencies which were evaluated and scored by City staff.

Olsson Associates of Grand Island was selected for consulting work on South Locust. NDOR and the Federal Highway Administration (FHWA) had concurred with the selection, scope of services and cost estimate. A master agreement between the NDOR and Olsson Associates for CE services for the construction of the northbound lanes on South Locust Street north of I-80 was presented for Council approval.

Comments were made that this project would be paid for entirely by Federal stimulus funds. Mr. Riehle stated the dollar amount would not exceed \$233,286.58.

Motion by Meyer, second by Nickerson to approve Resolution #2010-112. Upon roll call vote, all voted aye. Motion adopted.

#2010-113 – Consideration of Request from Grand Island Public School to Temporarily Close College Street between Custer Avenue and Lafayette Avenue for Traffic Diversion Study. Virgil Harden representing the Grand Island School District was present and requested council delay this issue until the April 27, 2010 meeting. The study would have to be delayed until September

or October to allow time to prepare for the study and would allow for the whole council to be present.

Ron Christensen, 2523 College Street and Lewis Kent, 624 E. Meves Avenue spoke in opposition to closing College Street.

ADJOURNMENT: The meeting was adjourned at 7:20 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item G4

**#2010-114 - Approving Parking Space Lease at the Police
Department Impound Lot with Gleeson Construction**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: April 27, 2010

Subject: Lease of Parking Space

Item #'s: G-4

Presenter(s): Steven Lamken, Police Chief

Background

Gleeson Construction is building an expansion at the JBS plant on South Stuhr Road. They have requested to lease space for parking approximately 20 vehicles on the paved area on the south end of the Police Department Impound Lot property at 510 South Stuhr Road. This space is not currently used by the Police Department and Gleeson Construction will pay \$100/ month for the space.

Discussion

Gleeson Construction Company is building an expansion at the JBS plant on south Stuhr Road. They do not have adequate parking for their employee vehicles and have requested to lease space at the Police Department Impound Lot at 510 Stuhr Road for employee parking. Gleeson wants to lease the east third of the paved slab located on the south half of the City property at 510 South Stuhr Road. The space will accommodate approximately 20 to 25 vehicles. Gleeson will pay \$100 per month for use of the parking space. The construction project is projected to be completed in November but will not interfere with Police Department operations if the end date is extended.

The Police Department is not using the paved area at this time for operations. The lease for parking space will not interfere with Police Department operations or vehicle auctions.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the lease with Gleeson Constructors and Engineers for employee parking on the City lot at 510 South Stuhr Road.

Sample Motion

Move to approve the lease with Gleeson Constructors and Engineers of Sioux City, Iowa for employee parking on the City lot at 510 South Stuhr Road.

AGREEMENT

Gleeson Constructors & Engineers, L.L.C (Gleeson) and the City of Grand Island Nebraska (City) agree to the following:

- 1) Gleeson would like to lease ground owned by the City at 510 Stuhr Road (at the vehicle impound area) for the purpose of temporary employee parking required for Gleeson's project of building an expansion to the JBS USA, LLC plant in Grand Island.
- 2) Gleeson will be allowed to use the east side of the south paved lot for single stall parking. The capacity is approximately 20 vehicles. Parking is available for personal use vehicles only; no construction trailers or equipment will be allowed. This space will be reserved for the duration of its ongoing work at JBS. Initially this is estimated at 10 months from commencement and is not to exceed 16 months from commencement.
- 3) Upon a written thirty day notice from the City of Grand Island, Gleeson shall find alternative temporary parking in order for the City to use the space for scheduled events.
- 4) The City may terminate this agreement upon written 30 day notice. Gleeson may terminate the agreement upon written notice, no advance notice is required. Written notice shall be sent to:

Gleeson Constructors & Engineers L.L.C.
Department
Jim Black
2015 E. 7th St / P.O. Box 625
Sioux City, IA 51102

Grand Island Police

Pete Kortum
111 Public Safety Dr
Grand Island, NE 68801

- 5) Gleeson will pay the City of Grand Island \$100.00 per month or partial month for the duration of this agreement, not to exceed 16 months from commencement. Payment is due on the first of each month. Payable to City of Grand Island. Remit to:

Grand Island Police Department
Pete Kortum
111 Public Safety Dr
Grand Island, NE 68801
- 6) Gleeson shall maintain liability insurance on the subject lot while under its care, custody, and control with a minimum limit of \$1,000,000 and shall provide the City with a Certificate of Insurance naming the City as an Additional Insured.
- 7) Gleeson shall indemnify and hold the City harmless for any causes of action arising out of pollutants which it may bring to the subject property. The City shall indemnify and hold harmless Gleeson for any causes of action arising out of pollutants that exist on or under the subject property at the time of commencement of this lease.

Gleeson Constructors & Engineers, L.L.C.

By _____

Title _____

Signature _____

Date Signed _____

City of Grand Island, Nebraska

By Margaret Hornady

Title Mayor

Signature _____

Date Signed _____

Attest:

By RaNae Edwards

Title City Clerk

Signature _____

Date Signed _____

RESOLUTION 2010-114

WHEREAS, Gleeson Constructors and Engineers L.L.C. of Sioux City, Iowa desire to lease space at 510 South Stuhr Road for employee parking during a construction project, and

WHEREAS, the property at 510 South Stuhr Road is owned by the City and used by the Police Department for vehicle impoundment and storage, and

WHEREAS, Gleeson Constructors and Engineers L.L.C. will pay the City one hundred, 100, dollars per month to lease parking space at the City lot at 510 South Stuhr Road, and

WHEREAS, The City is not currently using the space and the lease will not interfere with Police Department operations,

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 the lease agreement with Gleeson Constructors and Engineers L.L.C. for employee parking space at 510 South Stuhr Road.

Adopted by the City Council of the City of Grand Island, Nebraska, April 27, 2010

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item G5

**#2010-115 - Approving Final Plat and Subdivision Agreement for
Shady Bend Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Hall County Regional Planning Department

Meeting: April 27, 2010

Subject: Annexation of Property Proposed for Platting as Shady Bend Subdivision an Addition to the City of Grand Island. (C-10-2010GI)

Item #'s: G-5

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.

RESOLUTION 2010-115

WHEREAS, Craig O. Woodward and Karen Woodward, husband and wife, being the said owners of the land described hereon, have caused to be laid out into 2 lots, a tract of land comprising a part of the West Half of the Northwest Quarter (W1/2NW1/4), and a part of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) all in Section Twelve (12), Township Eleven (11) North, Range Nine (9), West of the 6th P.M., in the City of Grand Island, in Hall County Nebraska, under the name of SHADY BEND SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of SHADY BEND SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 27, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 21, 2010	☐ City Attorney



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item G6

**#2010-116 - Approving Renewal of Leases at Cornhusker Army
Ammunition Plant for Storage Buildings**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: April 27, 2010

Subject: Approving Renewal of Leases at Cornhusker Army Ammunition Plant for Storage Buildings

Item #'s: G-6

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

Background

On May 22, 2001, City Council approved the leasing of several buildings at the former Cornhusker Army Ammunition Plant pursuant to the provisions of Resolution 2001-132. The leases that were approved provide for an automatic one year renewal requested by the lessees. The resolution that is presented for Council consideration would authorize the city to renew the lease on Building's No. A-11 and A-12 located on city property at the former Cornhusker Army Ammunition Plant.

Discussion

The city purchased property at the former Cornhusker Army Ammunition Plant that had several buildings located on it. The city has been leasing these buildings to the State of Nebraska, Department of Administrative Services, State Building Division; Dominion Construction Company; and Jerry Harders to obtain revenue and utilize these assets. There have not been any problems with damage to the property or with non payment of rent and City Parks & Recreation officials are recommending that the Council extend the lease for an additional year. The State of Nebraska has a two year lease which runs through April 30, 2011. The two leases requiring action are for Dominion Construction and Jerry Harders. The proposed leases each have a 5% increase in the rental rate as compared to last year.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution authorizing the extension of the leases for an additional year.

Sample Motion

Move to approve the resolution authorizing the city to extend the leases for an additional year to Dominion Construction Company in the amount of \$2,900.00 and Jerry Harders in the amount of \$900.00.

BUILDING LEASE

THIS LEASE is made and entered into on this ____ day of _____, 2010, by and between the CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation, herein referred to as "City" and DOMINION CONSTRUCTION COMPANY, A Corporation, herein referred to as "Lessee".

1. **STATEMENT PURPOSE.** This Building Lease is made for the purpose of leasing to the Lessee the property identified as Building No. A-11, on the former Cornhusker Army Ammunition Plant (CHAAP), containing 8,000 square feet, more or less, together with three (3) concrete parking pads to the front, side and rear of the building, herein after referred to as "premises", for inert storage purposes only.

2. **TERM OF LEASE.** The term of this Building Lease is for a period of one year beginning on May 1, 2010, and ending on April 30, 2011, subject to the revocation and renewal provisions set forth hereafter.

3. **CONSIDERATION.** The Lessor shall pay the City rental in advance of the initial term, and any renewal terms, in the amount of Two Thousand Nine Hundred and No/100 Dollars (\$2,900.00), payable to the order of The City of Grand Island, Finance Department, P.O. Box 1968, Grand Island, Nebraska, 68802. In the event the Lessee fails or refuses for any reason to pay the foregoing rentals in advance, this Building Lease shall be considered void.

4. **CONDITION OF PREMISES.** Lessee acknowledges that it has inspected the premises described in paragraph 1 above, knows its condition, and understands the same is leased without any representations or warranties whatsoever and without obligation on the part of the City to make any alterations, repairs or additions thereto. The Lessee shall surrender the premises to the City at the end of the term, or any renewal term, in the same condition as the premises were at the commencement of the initial lease term, normal wear and deterioration excepted. Any portion of the premises damaged by the Lessee must be either replaced or restored to the condition existing at the commencement of the initial lease term or the Lessee shall pay to the City an amount equal to the cost of repair or replacement of the damaged property, whichever is less.

5. **UTILITIES AND INSURANCE.** During the initial term, or any renewal term, of this Building Lease, the Lessee shall pay all utility costs for services on the premises and shall maintain liability insurance in the amount of not less than a combined single limit of \$100,000.00 coverage for the leased premises. The Lessee shall provide the City with a copy of a Certificate of Insurance evidencing the required coverage, which certificate shall state that the City will be given 30 days written notice of any cancellation or change in such insurance.

6. RIGHT TO ENTER PREMISES. The City reserves the right to enter the premises at any time for any purpose necessary or convenient in connection with government and Lessor purposes, including but not limited to making inspections, removing debris, making repairs or performing maintenance. The Lessee shall have no claim for damages on account of such entry against the City or its officials, officers, employees, agents or representatives.

7. INDEMNIFICATION OF CITY. The City shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted or for damages to the property of the Lessee, its officers, employees, agents, or others who may be on the premises at their invitation. The Lessee shall hold the City harmless from any and all claims, causes of action, or damages of any nature due to the negligence of the Lessee, its officers, employees, agents, contractors, invitees or licensees.

8. PROHIBITED USES. The Lessee shall not construct or place any structure, improvement, advertising sign, or make any modification to the premises or allow or permit such construction, placement, or modification without prior written approval of the City. The Lessee shall not conduct or allow to be conducted any illegal or prohibited activity on the premises and specifically shall not conduct or allow to be conducted any activities which violate any of the environmental laws, regulations, rules, or other regulatory measures of the United States Environmental Protection Agency (USEPA) or Nebraska Department of Environmental Quality (NDEQ). The Lessee shall be responsible for and hold the City harmless from all claims, costs, penalties, or any other consequences associated with violations of environmental laws.

Routine servicing of vehicles and equipment on the premises is prohibited, including fueling, adding or changing lubricants. Only emergency servicing which is necessary to start a vehicle or equipment shall be permitted. Necessary measures shall be taken to clean up any petroleum products or fluids which leak from vehicles or equipment.

9. TAXES. Any and all taxes imposed by the State of Nebraska or its political subdivisions upon the premises shall, except real estate taxes, shall be paid promptly by the Lessee. In the event the premises owned by the City are made taxable by state or local governments, the lease shall be renegotiated to adjust the consideration in an amount sufficient to reimburse the City for said tax liability.

10. LESSEE'S MAINTENANCE RESPONSIBILITIES. The Lessee shall maintain Building No. A-11 to prevent deterioration of the structure. All openings shall be closed in order to keep out birds and other animals. The Lessee shall maintain and prevent the loss of gravel from the parking areas off the concrete parking pads and maintain proper drainage to prevent erosion. Lessee shall maintain all grassed areas located on the premises and shall control noxious weeds by mowing, spraying, hand grubbing or by a combination of these methods.

11. RENEWAL FOR ADDITIONAL TERMS. This Building Lease may be renewed by the Lessee for up to five (5) additional one year terms subject to approval of the City. The renewal terms shall run from May 1 through April 30 of each successive year. Lessee shall request each additional renewal term by sending written notice to the City of its interest in extending this Building Lease for an additional one year term not more than sixty (60) days and

not less than thirty (30) days prior to the end of the current term, which date shall be determined by the postmark appearing on the envelope bearing the renewal request or the date of hand delivery of the renewal request to the City Clerk. The only term of this Building Lease which may be modified in connection with extending the lease for a renewal term is the annual rental.

12. SURRENDER OF PREMISES. The Lessee shall vacate and remove all its personal property, fixtures and improvements prior to the end of the initial term or any renewal term. The Lessee shall pay the City on demand any sum which may be expended by the City after expiration, revocation or termination of this Building Lease in restoring the premises to a condition in accordance with paragraph 4 above.

13. CHOICE OF LAWS. This Building Lease shall be construed in accordance with the laws of the United States of America, the State of Nebraska and the ordinances of the City of Grand Island.

14. ENTIRE AGREEMENT. This Building Lease constitutes the entire agreement between the City and the Lessee, notwithstanding any other verbal or written agreements or understandings to the contrary. This Building Lease may be amended only in writing, duly approved and executed by the City and Lessee.

15. REVOCATION RIGHTS OF PARTIES. This Building Lease may be revoked by either the City or Lessee for any material violation of the lease, which termination shall be effective 30 calendar days from the date a Notice of Termination is mailed or delivered in hand to the other party at the address noted in paragraph 16.

16. NOTICES. All notices envisioned under the terms and conditions of this Building Lease shall be sent to other party by first class United States Mail, postage prepaid and addressed as follows or delivered in hand to:

City of Grand Island
Attn: Mayor
P.O. Box 1968
Grand Island, NE 68802-1968

Dominion Construction Company
Attn: R. Michael Olmstead, President
P.O. Box 48
Scottsbluff, NE 69363

17. BINDING EFFECT. All covenants, terms and conditions herein contained shall extend to and be obligatory on the successors, assigns and legal representatives of the City and Lessee.

18. SUCCESSORS AND ASSIGNS. This Building Lease shall not be assigned, transferred or otherwise conveyed or alienated by the City or the Lessee and any such act, whether accomplished or attempted shall be deemed a material violation of and cause immediate termination of this lease.

DATED: _____, 2010.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Margaret Hornady, Mayor

~~Result~~

STATE OF NEBRASKA)
) SS:
COUNTY OF HALL)

Witness my hand and notarial seal this _____ day of _____, 2010.

STATE OF NEBRASKA)
) SS:
COUNTY OF ~~WALL~~)
Scotts Bluff

Witness my hand and notarial seal this 6 day of April, 2010.

Judy Staman



BUILDING LEASE

THIS LEASE is made and entered into on this ____ day of _____, 2010, by and between the CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation, herein referred to as "City" and JERRY HARDERS, herein referred to as "Lessee".

1. **STATEMENT PURPOSE.** This Building Lease is made for the purpose of leasing to the Lessee the property identified as Fire/Guard Building No. A12, on the former Cornhusker Army Ammunition Plant (CHAAP), together with three (3) concrete parking pads to the front, side and rear of the building, herein after referred to as "premises", for inert storage purposes only.

2. **TERM OF LEASE.** The term of this Building Lease is for a period of one year beginning on May 1, 2010, and ending on April 30, 2011, subject to the revocation and renewal provisions set forth hereafter.

3. **CONSIDERATION.** The Lessor shall pay the City rental in advance of the initial term, and any renewal terms, in the amount of Nine Hundred Twenty-Five Dollars (\$900.00), payable to the order of The City of Grand Island, Finance Department, P.O. Box 1968, Grand Island, Nebraska, 68802. In the event the Lessee fails or refuses for any reason to pay the foregoing rentals in advance, this Building Lease shall be considered void.

4. **CONDITION OF PREMISES.** Lessee acknowledges that it has inspected the premises described in paragraph 1 above, knows its condition, and understands the same is leased without any representations or warranties whatsoever and without obligation on the part of the City to make any alterations, repairs or additions thereto. The Lessee shall surrender the premises to the City at the end of the term, or any renewal term, in the same condition as the premises were at the commencement of the initial lease term, normal wear and deterioration excepted. Any portion of the premises damaged by the Lessee must be either replaced or restored to the condition existing at the commencement of the initial lease term or the Lessee shall pay to the City an amount equal to the cost of repair or replacement of the damaged property, whichever is less.

5. **UTILITIES AND INSURANCE.** During the initial term, or any renewal term, of this Building Lease, the Lessee shall pay all utility costs for services on the premises and shall maintain liability insurance in the amount of not less than a combined single limit of \$100,000.00 coverage for the leased premises. The Lessee shall provide the City with a copy of a Certificate of Insurance evidencing the required coverage, which certificate shall state that the City will be given 30 days written notice of any cancellation or change in such insurance.

6. **RIGHT TO ENTER PREMISES.** The City reserves the right to enter the premises at any time for any purpose necessary or convenient in connection with government and Lessor purposes, including but not limited to making inspections, removing debris, making

repairs or performing maintenance. The Lessee shall have no claim for damages on account of such entry against the City or its officials, officers, employees, agents or representatives.

7. **INDEMNIFICATION OF CITY.** The City shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted or for damages to the property of the Lessee, its officers, employees, agents, or others who may be on the premises at their invitation. The Lessee shall hold the City harmless from any and all claims, causes of action, or damages of any nature due to the negligence of the Lessee, its officers, employees, agents, contractors, invitees or licensees.

8. **PROHIBITED USES.** The Lessee shall not construct or place any structure, improvement, advertising sign, or make any modification to the premises or allow or permit such construction, placement, or modification without prior written approval of the City. The Lessee shall not conduct or allow to be conducted any illegal or prohibited activity on the premises and specifically shall not conduct or allow to be conducted any activities which violate any of the environmental laws, regulations, rules, or other regulatory measures of the United States Environmental Protection Agency (USEPA) or Nebraska Department of Environmental Quality (NDEQ). The Lessee shall be responsible for and hold the City harmless from all claims, costs, penalties, or any other consequences associated with violations of environmental laws.

Routine servicing of vehicles and equipment on the premises is prohibited, including fueling, adding or changing lubricants. Only emergency servicing which is necessary to start a vehicle or equipment shall be permitted. Necessary measures shall be taken to clean up any petroleum products or fluids which leak from vehicles or equipment.

9. **TAXES.** Any and all taxes imposed by the State of Nebraska or its political subdivisions upon the premises shall, except real estate taxes, shall be paid promptly by the Lessee. In the event the premises owned by the City are made taxable by state or local governments, the lease shall be renegotiated to adjust the consideration in an amount sufficient to reimburse the City for said tax liability.

10. **LESSEE'S MAINTENANCE RESPONSIBILITIES.** The Lessee shall maintain Building No. A-12 to prevent deterioration of the structure. All openings shall be closed in order to keep out birds and other animals. The Lessee shall maintain and prevent the loss of gravel from the parking areas off the concrete parking pads and maintain proper drainage to prevent erosion. Lessee shall maintain all grassed areas located on the premises and shall control noxious weeds by mowing, spraying, hand grubbing or by a combination of these methods.

11. **RENEWAL FOR ADDITIONAL TERMS.** This Building Lease may be renewed by the Lessee for up to five (5) additional one year terms subject to approval of the City. The renewal terms shall run from May 1 through April 30 of each successive year. Lessee shall request each additional renewal term by sending written notice to the City of its interest in extending this Building Lease for an additional one year term not more than sixty (60) days and not less than thirty (30) days prior to the end of the current term, which date shall be determined by the postmark appearing on the envelope bearing the renewal request or the date of hand

delivery of the renewal request to the City Clerk. The only term of this Building Lease which may be modified in connection with extending the lease for a renewal term is the annual rental.

12. SURRENDER OF PREMISES. The Lessee shall vacate and remove all its personal property, fixtures and improvements prior to the end of the initial term or any renewal term. The Lessee shall pay the City on demand any sum which may be expended by the City after expiration, revocation or termination of this Building Lease in restoring the premises to a condition in accordance with paragraph 4 above.

13. CHOICE OF LAWS. This Building Lease shall be construed in accordance with the laws of the United States of America, the State of Nebraska and the ordinances of the City of Grand Island.

14. ENTIRE AGREEMENT. This Building Lease constitutes the entire agreement between the City and the Lessee, notwithstanding any other verbal or written agreements or understandings to the contrary. This Building Lease may be amended only in writing, duly approved and executed by the City and Lessee.

15. REVOCATION RIGHTS OF PARTIES. This Building Lease may be revoked by either the City or Lessee for any material violation of the lease, which termination shall be effective 30 calendar days from the date a Notice of Termination is mailed or delivered in hand to the other party at the address noted in paragraph 16.

16. NOTICES. All notices envisioned under the terms and conditions of this Building Lease shall be sent to other party by first class United States Mail, postage prepaid and addressed as follows or delivered in hand to:

City of Grand Island
Attn: Mayor
P.O. Box 1968
Grand Island, NE 68802-1968

Jerry Harders
10582 West 13th Street
Wood River, NE 68883

17. BINDING EFFECT. All covenants, terms and conditions herein contained shall extend to and be obligatory on the successors, assigns and legal representatives of the City and Lessee.

18. SUCCESSORS AND ASSIGNS. This Building Lease shall not be assigned, transferred or otherwise conveyed or alienated by the City or the Lessee and any such act, whether accomplished or attempted shall be deemed a material violation of and cause immediate termination of this lease.

DATED: _____, 2010.

ATTEST: CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Margaret Hornady, Mayor

JERRY L. HARDERS

[illegible]

Before me, a notary public, qualified in said County personally came Margaret Hornady, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Building Lease and acknowledged that the foregoing signature was her voluntary act and deed pursuant to Resolution 2010-_____, and that the City's corporate seal was thereto affixed by proper authority.

Witness my hand and notarial seal this ____ day of _____, 2010.

Notary Public

[illegible]

Before me, a notary public in and for said County and State, personally appeared Jerry Harders, to me known to be the identical person who executed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2010.

Notary Public

RESOLUTION 2010-116

WHEREAS, the City of Grand Island is the owner of an approximately 420 acre tract of land at the former Cornhusker Army Ammunition Plant, which has several buildings which were leased by the US Army Corp of Engineers during their ownership of the property; and

WHEREAS, on May 22, 2001, by Resolution 2001-132, the City approved Building Leases with the tenants of the buildings pending development of the property; and,

WHEREAS, the leases terminated on April 30, 2010; and

WHEREAS, two of the Lessee's of the storage buildings have requested that their lease be renewed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Building Leases at the former Cornhusker Army Ammunition Plant are hereby authorized to be renewed for an additional year to the following Lessees in accordance with the Building Leases:

<u>Lessee</u>	<u>Description</u>	<u>Rental</u>
Dominion Construction Company	Storage building	\$2,900/yr.
Jerry Harders	Fire/guard building	\$900/yr.

— — —

Adopted by the City Council of the City of Grand Island, Nebraska, April 27, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item G7

#2010-117 - Approving Contract Time Extension with Ensley Electrical Services, Inc. for Furnishing and Installation of Ball Field Lighting at the Veterans Athletic Field Complex

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: April 27, 2010

Subject: Approving Contact Extension with Ensley Electrical Services for the Furnishing and Installation of Ball Field Lighting at the Veterans Athletic Field Complex

Item #'s: G-7

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

Background

On October 13, 2009 the City of Grand Island entered into an agreement with Ensley Electrical Services for Furnishing and Installation of a Ball Field Lighting System at the Veterans Athletic Field Complex. The installation of the lighting was to be completed by April 16, 2010. Because of the weather conditions this past fall and winter many construction days were lost.

Discussion

The City has been notified by Ensley Electrical Services requests an extension to the completion date for the installation of the Ball Field Lighting System to October 1, 2010. City staff agrees with their assessment of the weather and feels the request for the extension of time is appropriate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution authorizing the extension of the lighting installation contract.

Sample Motion

Move to approve the resolution authorizing the City to extend the completion date for the installation of the lighting system.

RESOLUTION 2010-117

WHEREAS, on October 13, 2009, by Resolution 2009-267, the City Council of the City of Grand Island approved the bid to Ensley Electrical Services, Inc. from Grand Island, Nebraska for the Furnishing and Installation of Ball Field Lighting for the New Veterans Athletic Field Complex; and

WHEREAS, the completion of such project has been delayed due to inclement weather;
and

WHEREAS, Ensley Electrical Services, Inc. has requested a contract time extension from April 16, 2010 to December 1, 2010 for the Furnishing and Installation of Ball Field Lighting in order to complete this project; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the completion date for the Furnishing and Installation of Ball Field Lighting for the New Veterans Athletic Field Complex is hereby extended to December 1, 2010.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 27, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item G8

#2010-118 - Approving Contract Time Extension with Nature's Helper for Furnishing and Installation of Irrigation System at the Veterans Athletic Field Complex

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: April 27, 2010

Subject: Approving Contact Extension with Natures Helper for the Installation of Underground Sprinklers at the Veterans Athletic Field Complex

Item #'s: G-8

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

Background

On September 8, 2009 the City of Grand Island entered into an agreement with Natures Helper for Furnishing and Installation of an Irrigation System at the Veterans Athletic Complex. The installation of the irrigation system was to be completed by April 2, 2010. Because of the weather conditions this past fall and winter many construction days were lost.

Discussion

The City has been notified by Natures Helper that an extension to the completion date for the installation of an irrigation system to October 1, 2010 has been requested. City staff agrees with their assessment of the weather and feels the request for the extension of time is appropriate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution authorizing the extension of the installation contract.

Sample Motion

Move to approve the resolution authorizing the City to extend the completion date for the installation of the underground sprinkler system.

RESOLUTION 2010-118

WHEREAS, on September 8, 2009, by Resolution 2009-220, the City Council of the City of Grand Island approved the bid to Nature's Helper from Omaha, Nebraska for the Furnishing and Installation of an Irrigation System for the New Veterans Athletic Field Complex; and

WHEREAS, the completion of such project has been delayed due to inclement weather; and

WHEREAS, Nature's Helper has requested a contract time extension from April 2, 2010 to October 1, 2010 for the Furnishing and Installation of an Irrigation System in order to complete this project; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the completion date for the Furnishing and Installation of an Irrigation System for the New Veterans Athletic Field Complex is hereby extended to October 1, 2010.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 27, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 21, 2010	☐ City Attorney



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item G9

**#2010-119 - Approving Project Program Agreement with NDOR
for Construction of Grand Island Connector Trail**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: April 27, 2010

Subject: Agreement with Nebraska Department of Roads for Construction of Grand Island Connector Trail

Item #'s: G-9

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

Background

The City Council authorized the Park and Recreation Department to apply for a grant to construct a connector trail uniting the State Street Trail with the Capital Avenue Trail. We have been notified of our successful application. This connector trail is critical to the long term development of the trail running to Eagle Scout Park and the new Veterans Athletic Complex.

Discussion

In order to receive the funding associated with the grant it is required by the State that a resolution be attached to the agreement committing the City to the requirements of the grant. The grant provides for a federal share not to exceed \$254,832 with City obligations are for an amount not to exceed \$63,708.00. The total project is not to exceed \$318,540.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution authorizing the acceptance of the grant.

Sample Motion

Move to approve resolution authorizing City to accept grant funds for trail construction.

AGREEMENT
(Program)

CITY OF GRAND ISLAND, NEBRASKA
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. ENH-40(59) STATE CONTROL NO. 42650
GRAND ISLAND CONNECTOR TRAIL

THIS AGREEMENT, made and entered into by and between the City of Grand Island, hereinafter referred to as the "LPA" (Local Public Agency), and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, certain bicycle/pedestrian trails, in the City have been designated as being eligible for the Enhancement Program portion of the Surface Transportation Program (STP) funds by the Department of Transportation, Federal Highway Administration, hereinafter called FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, Surface Transportation Program (STP) funds have been made available by Title 23 of the United States Code, providing for improvements on eligible trails, and

WHEREAS, the Federal share payable of the eligible costs thereof will be a maximum of 80 percent of the eligible costs thereof, up to a maximum payment from Federal funds of \$254,832, and

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

WHEREAS, regulations further permit the use of funds other than State funds in matching Federal funds for improvements of those trails, and

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

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

WHEREAS, the State will advertise, conduct a letting and receive bids for the project and will pay all eligible project costs directly to the Consultants and Contractors, and

WHEREAS, Federal regulations provide that the State shall have the responsibility for all Local Federal-aid projects and will be responsible for ensuring that such projects receive the same degree of supervision as State projects and the projects are completed in conformity with the approved plans and specifications, and

WHEREAS, the State's responsibility is to provide quality assurance and project oversight to ensure that the project is designed, constructed and managed according to federal rules and regulations. The State will notify the LPA when federal funding will be withheld or lost where such construction of the project was not prosecuted in accordance with the approved plans, and

WHEREAS, the LPA will employ a fully-qualified public employee to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC has successfully completed training required by the State to serve as an RC for the Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, the LPA will support the RC and is ultimately responsible to ensure that, at a minimum, (a) the project receives independent and careful development, supervision and inspection, (b) the project is constructed in compliance with the plans and specifications, (c) all aspects of the project from planning through construction activities, including all environmental commitments remain eligible for Federal funding, and (d) decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion, and

WHEREAS, the LPA understands that it must comply with all terms of 23 C.F.R. 635.105 order for this Federal-aid transportation project to be eligible for Federal funding, and

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

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

WHEREAS, the State retains the services of Sinclair Hille Architects whose business address is 700 Q Street, Lincoln, NE 68508 hereinafter referred to as the "Enhancement Program Consultant" to assist the State with administration of the Enhancement Program. The Enhancement Program Consultant reports directly to the State's **Local Projects Division (LPD)** Enhancement Program Administrator, and

WHEREAS, the total cost estimate for this project is estimated to be \$318,540, and the LPA will place in its fiscal budget \$63,708, which is currently estimated to be the LPA share of the cost of the Project; and

WHEREAS, the LPA agrees to follow the procedures as set forth in the LPA Guidelines Manual for Federal Aid Projects, and

WHEREAS, all costs of this project will be the sole responsibility of the LPA if the proposed project improvements are not under construction contract prior to July 31, 2011. This includes repayment to the State of Federal funds reimbursed for preliminary engineering costs and payment of all other expenses incurred as specified in this agreement, and

WHEREAS, this project has been designated as a full Federal oversight project, and

WHEREAS, the project is described as follows:

Design and construction of a 10-foot-wide, 3,500-foot-long trail which will connect the existing Shoemaker Trail, which runs along State Street, to an existing trail along Capital Avenue. A large apartment complex is located on the south side of the trail. As the trail travels to the north, it will pass several projects that are in the development stages. A future city park and a 180-lot housing development will be developed within the next several years. Future connections from this trail project will connect Eagle Scout Park located on the north side of Grand Island.

WHEREAS, it is the desire of the LPA that the project shown on attached EXHIBIT "A" be constructed under the designation of Project No. ENH-40(59), as evidenced by the Resolution of the City Council dated the 27th day of April, 2010, attached as EXHIBIT "B" and made a part of this agreement.

NOW THEREFORE, in consideration of these facts, the parties agree as follows:

SECTION 1. DEFINITIONS. For purposes of this agreement, the following definitions will apply:

Fully Qualified means a person who has satisfactorily completed all applicable State training courses and who has met the other requirements necessary to be included on the State list of qualified Local Public Agency "Responsible Charge" (RC's).

Full-Time Public Employee means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to the State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

Public Employee means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined

by the State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

Responsible Charge means the public employee who is fully empowered by the LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning through construction project activities, including all environmental commitments. The RC is the day-to-day project manager, and the LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents the owner's interests in the delegated technical tasks.

SECTION 2. RESPONSIBLE CHARGE (RC)

A. The LPA hereby designates Steve Riehle as the RC for this project.

B. Duties and Assurances of the LPA for this project.

1. The LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
2. The RC is a full-time employee of the LPA.
3. The RC is fully qualified and has successfully completed required training to serve as an RC.
4. The LPA shall allow the RC to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, remain eligible for Federal-aid highway project funding.
5. The LPA shall not assign other duties to the RC that would affect his or her ability to properly carry out the duties set out in this agreement.
6. The LPA shall provide necessary office space, materials and administrative support for the RC.
7. The LPA shall fully cooperate with, support and not unreasonably interfere with day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.

8. The LPA shall take all necessary actions and make its best good faith efforts to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 CFR 635.105.
9. The LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.
10. The LPA shall comply with the conflict-of-interest requirements of 23 CFR 1.33.
11. If the designated RC becomes no longer assigned to the project during the design phase, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer, the LPD Enhancement Project Coordinator; after such notification the LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC becomes no longer assigned to the project in the letting or construction phases, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer, the LPD Enhancement Project Coordinator, and the State District Representative; after such notification, the LPA shall replace the RC no later than ten calendar days or sooner if possible. During any of the project phases, the State will require the LPA to sign a supplemental agreement designating the replacement RC.
12. The LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. The LPA understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the LPA or its agents or representatives result in a finding that a project is ineligible for Federal funding, the LPA will be required to repay the State some or all previously paid Federal funds and any costs or expenses the State has incurred for the project, including but not limited to, those costs for the RC.
- C. The LPA understands that the following are the duties of the RC:
 1. Serve as the LPA's contact for issues or inquiries for Federal-aid projects assigned by the LPA.
 2. Ensure that all applicable Federal, State and local laws, regulations, policies and guidelines are followed during the development and construction of the project.
 3. Know and follow the State's LPA Guidelines Manual for Federal-Aid Projects.

4. Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision making.
5. Ensure that the project plans and specifications are sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates have been prepared and the construction has been observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a professional engineer licensed in the State of Nebraska (reference Neb. Rev. Stat. §81-3445).
6. Competently manage and coordinate the project day-to-day operations, including all project related decisions, on behalf of the LPA, which includes the LPA's governing body, staff and any extended staff dedicated to the project such as consulting engineers.
7. Ensure that project documents are thoroughly checked, reviewed and have had quality control measures applied, prior to submitting to the State and/or FHWA.
8. Monitor the progress and schedule of the project and be responsible for ensuring that the project is completed on time in accordance with established milestone dates.
9. Notify and invite the State to all coordination meetings, environmental scoping meetings, Plan-In-Hand review, public meetings/hearings.
10. Keep the State informed of all project issues.
11. Arrange preconstruction conference.
12. Keep the State's District Construction Representative informed of project start, and ending dates and other scheduled construction milestones.
13. Prepare contractor change orders and supplemental agreements.
14. Properly serve as the LPA's representative, and to visit the project site during construction frequency commensurate with the magnitude and complexity of the project.
15. Ensure that proper construction management processes have been developed and implemented for the project.
16. Serve as a steward of the public funds, i.e. ensure that the public gets what it is paying for.
17. Attend all required training including the annual workshop.
18. Fulfill continuing education requirements as specified in the State's LPA Guidelines Manual for Federal-aid projects.

SECTION 3. FEDERAL APPROVAL

The State agrees to present the project to the FHWA for its approval, if necessary.

SECTION 4. OVERSIGHT

This project has been designated as a full Federal oversight.

SECTION 5. DOCUMENTATION AND RECORDS SECTION

The LPA shall maintain all correspondence files, books, documents, papers, field notes, accounting records, quantity tickets, and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final payment under this agreement; such records to be available for inspection by the State and the Federal Highway Administration or any authorized representatives of the Federal and State government, and copies thereof shall be furnished by the LPA if requested.

SECTION 6. DRUG FREE WORKPLACE

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

SECTION 7. FEDERAL AID

The LPA understands that the sole duty of proper prosecution of the project in accordance with the approved plans, belongs with the LPA, its RC and Contractors, and that failure to properly prosecute and construct the project in accordance with the approved plans may result in a loss of Federal funding.

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

Prior to beginning any phase of work on the proposed project, the LPA shall contact the State's LPD Enhancement Project Coordinator for direction and assistance to ensure that all project work will be accomplished according to Federal procedures and requirements. It is the responsibility of the LPA to verify with documented evidence that Federal funding authorization was obtained.

SECTION 8. FAIR EMPLOYMENT PRACTICES

If the LPA performs any part of the work on this project itself, the LPA agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §48-1101, through §48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the Discrimination Clauses Section of this agreement. The reference to "Contractor" in this section means the "LPA."

SECTION 9. A-133 AUDIT

The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations

contained in OMB Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

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

SECTION 10. LPA GUIDELINES

The LPA agrees to follow the **LPA Guidelines Manual** throughout all phases of this project. In the event that the LPA Guidelines Manual doesn't address clearly any part of the project work, the LPA shall seek clarification from the State's LPD Enhancement Project Coordinator.

SECTION 11. SURVEY, PLANS, SPECIFICATIONS, ESTIMATES

The LPA, with such assistance as may be required from the State, agrees to perform or cause to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. The LPA agrees to acquire any or all permits necessary to accomplish the project.

SECTION 12. SELECTION PROCESS

The parties agree that the preliminary engineering, which includes project design and plan development, will be accomplished by the LPA or a consultant selected by the LPA according to the "Chapter 4 - Consultant Selection" of the LPA Guidelines Manual." The State agrees to review the Request for Proposals prior to advertising.

The LPA shall submit the Consultant agreement to the LPD Enhancement Project Coordinator for review and approval prior to execution. Preliminary engineering is estimated to be \$49,771, and the State agrees to pay the eligible invoice costs directly to the LPA Consultant as per Section 14 of this agreement.

It is understood by the parties that the State will rely on the professional performance and ability of the LPA or their consultant. Any examination by the State, or any acceptance or use of the work product of the LPA or their consultant will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the LPA or their consultant which would relieve the LPA from any liability or expense that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA.

SECTION 13. COSTS

The total cost of the project which includes: preliminary engineering, final design, Right-of-Way, nonbetterment utility relocation, construction and construction engineering is currently estimated at \$318,540. The LPA's share is to be 20 percent of all costs which is estimated to be \$63,708. The State agrees to use Enhancement funds for the project up to a maximum amount of \$254,832, as prioritized by the State's Enhancement Committee and approved by the Director - State Engineer. The Parties recognize this is a preliminary estimate, and the final costs may be higher or lower. The final settlement between the State and the LPA will be made after final review and approval by the State's LPD Secondary Roads Engineer and after an audit if deemed necessary, has been performed to verify costs. The LPA shall reimburse the State for any overpayments discovered by the State or its authorized representative.

The LPA agrees, that if reimbursement to the State is required on this project, the LPA shall reimburse the State within thirty calendar days, after the State notifies the LPA of such required reimbursement.

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

Costs incurred by the State with respect to the entire project will be part of the cost of the project to be paid out of LPA and Federal funds. Costs incurred by the State attributable to this project will not include any administrative costs or expenses of administrative officials. The State may, at its discretion, initiate progress invoices for costs incurred by the State during the progression of the project and the LPA agrees to pay such invoices within thirty days of their receipt. The LPA's share of the total project cost shall be all costs not paid for by Federal funds.

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

SECTION 14. PAYMENT

The State will pay the contractor and consultant directly as follows.

- A. All project contractor construction costs will be paid directly to the contractor by the State. Progress invoices and final invoices shall be prepared by the LPA using **Site**

Manager software and must be approved by the LPA Responsible Charge before payment to the Contractor can be made by the State.

- B. The LPA Responsible Charge shall submit the LPA approved **construction engineering** invoice and progress report to the State District Construction Representative for approval of payment, with a copy to the State's LPD Enhancement Project Coordinator. The State District Construction Representative will forward the invoice and progress report to the State's Planning and Project Development Division for payment processing with a copy to the State's LPD Enhancement Project Coordinator. The State will make payment directly to the consultant for the construction engineering.
- C. The LPA Responsible Charge shall submit the LPA approved **preliminary engineering** invoice and progress report to the State's LPD Enhancement Project Coordinator. The LPD Enhancement Project Coordinator will forward the approved preliminary engineering invoice and progress report to the State's Planning and Project Development Division for payment processing. The State will make payment directly to the consultant for the preliminary engineering.

SECTION 15. PUBLICATIONS

The project must be designed according to the following current publications: State of Nebraska Standard Specifications for Highway Construction; The American Association of State Highway and Transportation Officials Guide for the Development of Bicycle Facilities; Designing Sidewalks and Trails for Access Part II of II: Best Practices Design Guide; The Federal Manual on Uniform Traffic Control Devices (MUTCD); and the State of Nebraska MUTCD Supplement. The project must be designed to conform to Americans with Disabilities Act (ADA) Accessibility Guidelines. Any deviations from the above must be approved by the State prior to preparation of plans.

SECTION 16. ENVIRONMENTAL

The LPA shall be responsible to complete any federally required environmental actions, commitments, and documents for this project, and receive approved by the State and the FHWA prior to proceeding with appraising property, acquiring any Right-of-Way, or final design for the project.

SECTION 17. UTILITIES

Any utility rehabilitations or installations made within the Right-of-Way of this project after execution of this agreement must be in accordance with the provisions of Federal-Aid Highway Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, or a State approved Utility Accommodation Policy. In order to receive Federal-Aid Funds for this improvement, the LPA agrees to adopt the current "Policy for Accommodating Utilities on State Highway Right-of-Way."

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost, but that outside the corporate limits, only the nonbetterment portion of the rehabilitation costs of facilities currently occupying private Right-of-Way will be reimbursed. Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public Right-of-Way, however, nonbetterment costs of privately owned and operated utilities will be reimbursed if they exist on privately owned Right-of-Way and it is necessary to rehabilitate the utilities due to this project. All such reimbursements must be based on items and estimates submitted by the utility and approved by the LPA and State. Should this project necessitate the nonbetterment rehabilitation of any municipally or privately owned and operated utilities, the parties agree to enter into a Supplemental Agreement to provide for the nonbetterment utility rehabilitation and the reimbursement to the LPA for the Federal share of the costs of the nonbetterment utility rehabilitation. The parties agree that should any nonbetterment utility rehabilitation be accomplished before State execution of a Supplement to this Agreement, the rehabilitation work will be at the sole expense of the LPA.

Should any utilities include work which is eligible for reimbursement, the LPA shall pay the utility and bill the State for the Federal share. The State, subject to a final audit of the utility costs, will reimburse the LPA for the approved eligible Federal share of the costs.

SECTION 18. RIGHT-OF-WAY

If Federal participation is requested in Right-of-Way appraisal or acquisition, the State on behalf of the LPA, will review appraisals and negotiations for any additional Right-of-Way. The LPA shall be responsible for any eminent domain proceedings required for acquisition of the necessary property. The appropriate procedures as outlined in the current Nebraska Right-of-Way Manual approved by the FHWA shall be followed. Regardless of whether or not Federal funds are requested for the Right-of-Way, the LPA agrees to contact the State prior to beginning any Right-of-Way activity in order that the State may advise the LPA of the required Right-of-Way functions and procedures. It is understood that any Right-of-Way services furnished by the State shall be considered as a part of the cost of the project and the State's expenses therein shall be included as costs of the project as specified in this agreement.

SECTION 19. DONATED RIGHT-OF-WAY

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

SECTION 20. CLEAR RIGHT-OF-WAY

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

SECTION 21. CORNERS

The LPA agrees to locate and reference or have located and referenced all section corners, quarter section corners and sub-division lot corners required for construction of the proposed project in accordance with Neb.Rev.Stat. §39-1708 et. seq., R.R.S. 1943 as amended.

SECTION 22. ACQUISITION AND RELOCATION

The Federal law governing acquisition and relocation on federally assisted projects is Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act. The LPA agrees to comply with the Uniform Act, the State's Right-of-Way Acquisition Guide for LPA's and the State's Right-of-Way Manual.

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

The LPA agrees to contact the State prior to beginning any Right-of-Way activity in order that the State may advise the LPA of the required Right-of-Way functions and procedures. The LPA agrees to present a Right-of-Way Certificate to the State that certifies the LPA has complied with the Uniform Act requirements and that the project is ready for construction. The State cannot grant the LPA authorization to proceed with the construction phase of the project if the documentation submitted by the LPA does not support the Right-of-Way Certificate.

SECTION 23. LETTING

The State agrees to receive and review all plans, specifications, estimates, surveys, etc. of the LPA to ensure they conform to Federal Standards. The State also agrees to advertise, conduct a letting and receive bids for the project. Prior to advertising the project for bids, the LPA shall submit a Right-of-Way Certificate and final plans package which must include 100 percent plans, specifications, summary of quantity sheets, engineer estimate, status of utilities, environmental permits, contract bidding documents, etc. to the State's LPA Enhancement Project Coordinator. The State will review the submitted items and proceed with advertising the project for bids. The State will advertise, conduct a letting and receive bids for the project. The selection of low bidders, and awarding of a contract must be

concurrent in and signed by the LPA prior to State awarding the project to a Contractor or Contractors.

SECTION 24. CONSTRUCTION ENGINEERING

The parties agree that the construction engineering, an expense eligible for matching Federal funds, which includes construction staking, inspection and field testing, will be accomplished by LPA forces or a consultant selected by the LPA with State assistance and review.

The LPA agrees, if a Consultant is to be selected, that the method of selection and the resulting agreement between the Consultant and the LPA shall conform to the State's standard practices and will be subject to State review and concurrence prior to agreement execution between the LPA and the Consultant. **Any CE work performed prior to Federal authorization and receipt of a NTP will not be eligible for Federal funding.**

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

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

The State District Construction Representative assigned to the project will conduct a final review of the project and will determine if the project is acceptable. If the State District Construction Representative determines the project is acceptable, the State District Construction Representative will sign the DR Form 299 and send it to the State District Engineer for signature. The State District Engineer will forward the form to the State's Local Projects Engineer for signing and final closeout and payment, with a copy to the LPD Enhancement Project Coordinator. If the State District Construction Representative determines the project is not acceptable, the State District Construction Representative

will notify the City's RC and the LPD Enhancement Project Coordinator in writing of what needs to be done to bring the project into compliance for acceptability before the State District Construction Representative will sign the DR Form 299 and recommend the project for closeout. The LPA shall contact the State's District Engineer for State District Construction Representative assignment. It is understood that any construction engineering services furnished by the State will be part of the cost of the project and the State's expenses will be included as costs of the project, as specified in this agreement.

SECTION 25. ASSESSMENTS

The LPA may not levy a special assessment against only adjacent properties; however, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved. Any misuse of assessments could jeopardize the federal reimbursement for the entire project.

SECTION 26. PROJECT CHANGES TO LPA ROUTES

Changes to the project made by the LPA which affect the function or operation of the trail made either during construction or after the project is completed, will require prior approval of the State. Requests for changes during project construction must be made to the State Representative through the State LPD Enhancement Project Coordinator.

Upon project completion and final inspection, the LPA shall send one set of "As-Built" plans to the State's LPD Enhancement Project Coordinator.

SECTION 27. TRAFFIC CONTROL

Traffic control during project construction shall conform with the Manual on Uniform Traffic Control Devices.

Before final acceptance of the project by the State, all signing and marking will be in conformance with the Manual on Uniform Traffic Control Devices. The edition of the manual which is current at the time of final acceptance shall be used.

SECTION 28. PROJECT COMPLETION

Upon project completion, the LPA shall maintain the project at its own expense, and agrees to make provisions each year for the maintenance costs involved in properly maintaining this facility. The LPA shall also be responsible for any environmental commitments and monitoring after the construction of the project. The LPA will release and hold harmless the State and FHWA from any suits brought against the State arising out of the LPA's construction and maintenance.

SECTION 29. FINAL APPROVAL

It is mutually agreed that final approval of the project will be made by the State and that final settlement cannot be made between the LPA and the State until the project has been approved by the State.

SECTION 30. RECOGNITION

The LPA agrees to acknowledge federal and state funding with proper signage such as recognition plaques on buildings or markers on trails. The funding acknowledgement shall state, "This project made possible through funds provided by the Nebraska Department of Roads Enhancement Program and the Federal Highway Administration." The LPA shall incorporate this statement into all press releases, web sites and printed information about the project.

SECTION 31. DISADVANTAGED BUSINESS ENTERPRISES

A. Policy.

The LPA agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

B. Disadvantaged Business Enterprises Obligation

The LPA and State agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The LPA, acting as a sub-recipient of Federal-aid funds on this project agrees to adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the LPA enters into on this project.

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

SECTION 32. NONDISCRIMINATION CLAUSES.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (A) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (B) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.
- (C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion, or national origin.
- (D) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (E) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,

1. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 2. Cancellation, termination, or suspension of the contract, in whole or in part.
- (F) Incorporation of Provisions: The contractor will include the provisions of paragraph A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 33. ENTIRE AGREEMENT

This agreement contains the entire agreement of the LPA and State. No representations were made or relied upon by the LPA and State other than those expressly set forth herein. No agent, employee or other representative of the LPA and State is empowered to alter any of the terms in this agreement unless done in writing and signed by an authorized officer of the LPA and State.

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

EXECUTED by the City this _____ day of _____, 2010.

WITNESS:

CITY OF GRAND ISLAND

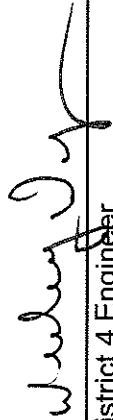
Mayor

EXECUTED by the State this _____ day of _____, 2010.

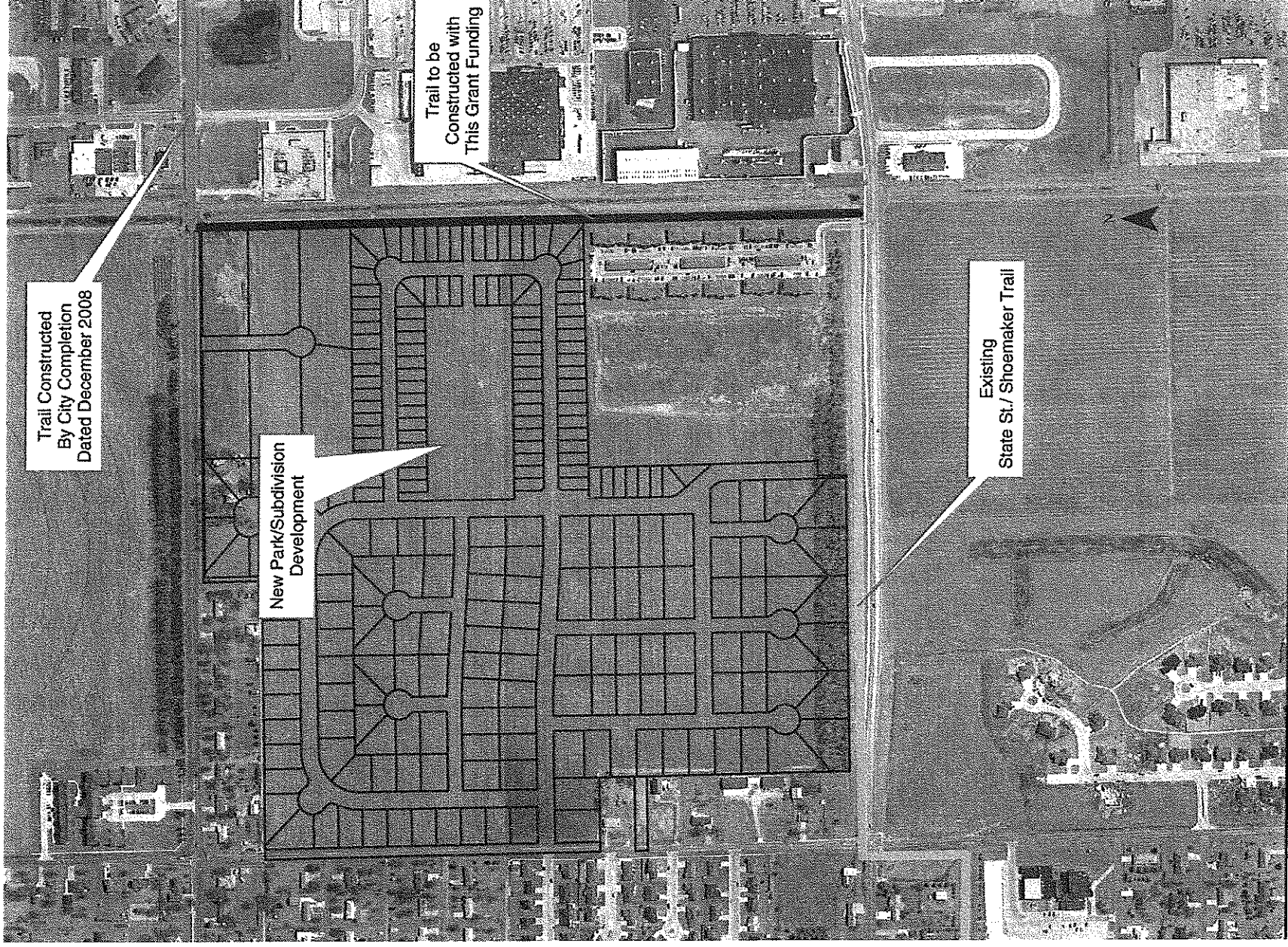
STATE OF NEBRASKA
DEPARTMENT OF ROADS
Jim Wilkinson, P.E.

Local Projects Division Engineer

RECOMMENDED:
Wesley Wahlgren, P.E.



District 4 Engineer



Trail Constructed
By City Completion
Dated December 2008

New Park/Subdivision
Development

Trail to be
Constructed with
This Grant Funding

Existing
State St./ Shoemaker Trail

**RESOLUTION
(SIGNING OF THE PROJECT PROGRAM AGREEMENT)**

City of Grand Island
Resolution No.2010-119

WHEREAS: The City of Grand Island is proposing a transportation project for which it would like to obtain Federal funds; and

WHEREAS: The City of Grand Island understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS: The City of Grand island and the Nebraska Department of Roads (NDOR) wish to enter into a Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL FO THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to sign the attached Project Program Agreement between the City of Grand Island and the NDOR.

The City of Grand Island is committed to providing local funds for the project as required by the Project Program Agreement.

NDOR Project Number – ENH-40(59)
NDOR Control Number – 42650
NDOR Project Name – Grand Island Connector Trail

Adopted by the City Council of the City of Grand Island, Nebraska, April 27, 2010.

The City Council of the CITY OF GRAND ISLAND

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

Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the motion
Roll Call: ____ Yes ____ No ____ Abstained ____ Absent
Resolution adopted, signed and billed as adopted

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item G10

**#2010-120 - Approving Bid Award - Burdick Unit #2 Generator
Breaker Addition**

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: April 27, 2010

Subject: Burdick Unit #2 Generator Breaker Addition

Item #'s: G-10

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

Background

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

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

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

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

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

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

An engineering services contract to add the generator breaker and auxiliary equipment at Burdick Generating Station Unit 2 was awarded to Black & Veatch at the Council meeting of October 13, 2009. This project is for the purchase of a generator breaker and auxiliary equipment to be installed by City of Grand Island personnel to provide protection between the Unit #2 generator and Sub H. Specifications for the equipment purchase were drafted by Black & Veatch.

Discussion

The specifications for the Burdick Unit #2 Generator Breaker Addition were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on March 16, 2010. Specifications were sent to four potential bidders and responses were received as listed below. The engineer’s estimate for this project was \$98,000.00.

Bidder	Bid Price
Eaton Corporation	\$ 86,670.00
Harold K. Scholz Co.	\$ 106,465.00
Siemens Energy	\$ 156,231.00

The bids were reviewed by the consulting engineer for this project, Black and Veatch, and by plant engineering staff. Eaton proposed the following technical exceptions to the specifications. Their standard indoor breaker is rated for 95 kV BIL (Basic Input Level) instead of the specified 110 kV BIL rating. They also proposed a current transformer with a capacity class of C400 instead of the specified C800. Scholz proposed a current transformer with a capacity rating of C200. This rating is related to the number of

external locations to which the output signal must be delivered. In the designed use, on a single connection, the lower capacity class is sufficient. The exceptions proposed by both vendors were evaluated as not compromising equipment performance in the proposed application and are acceptable. The bid from Eaton is recommended by Black and Veatch and utility engineering staff. It is 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 Burdick Unit #2 Generator Breaker Addition to Eaton Corporation of Moon Township, Pennsylvania, as the low responsive bidder, with the bid price of \$86,670.00.

Sample Motion

Move to approve the bid award of \$86,670.00 from Eaton Corporation for the Burdick Unit #2 Generator Breaker Addition as submitted.

Substation H Normal Configuration

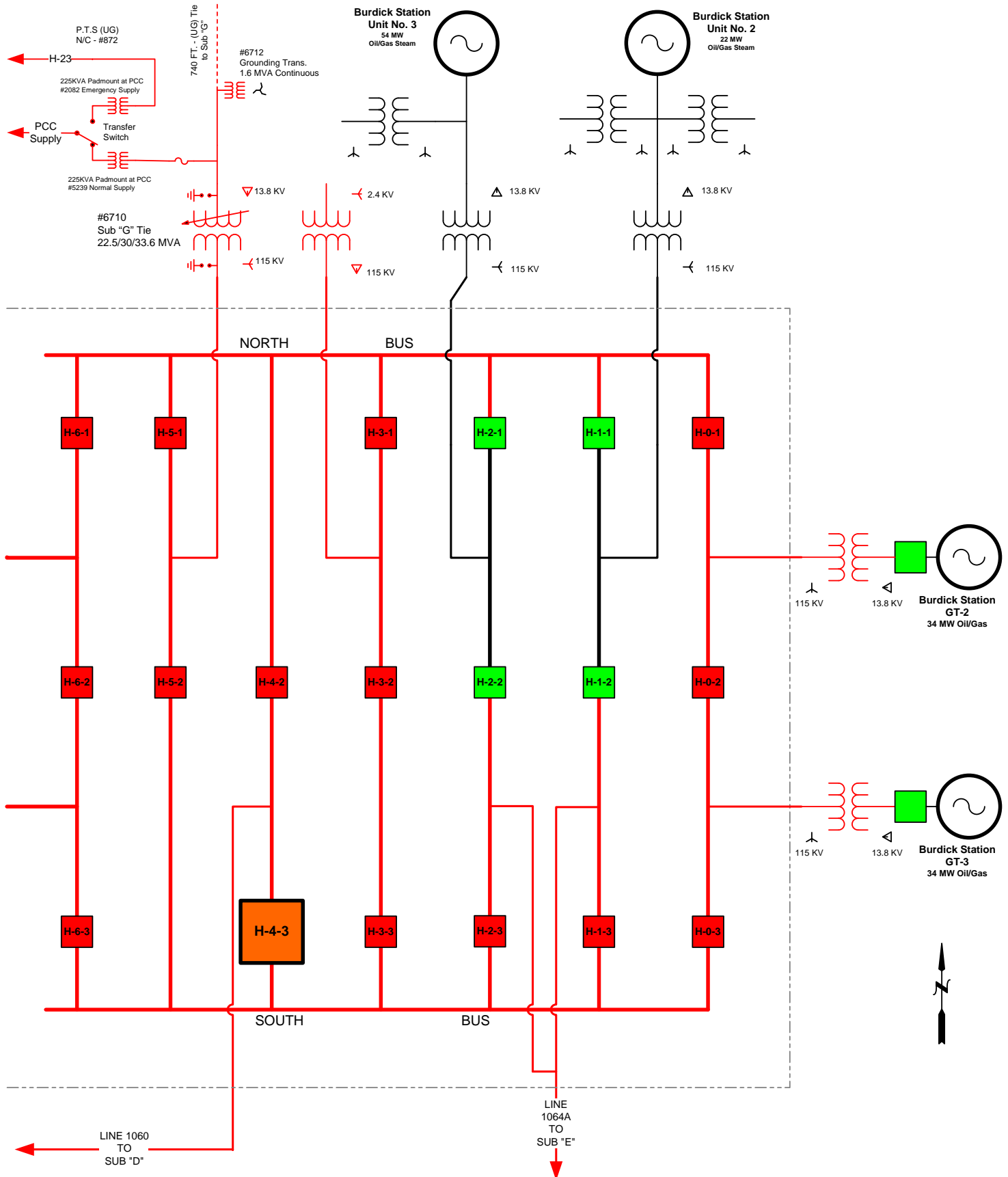


FIGURE #1

H-4-3 Breaker Failure Scheme Before Burdick Modification

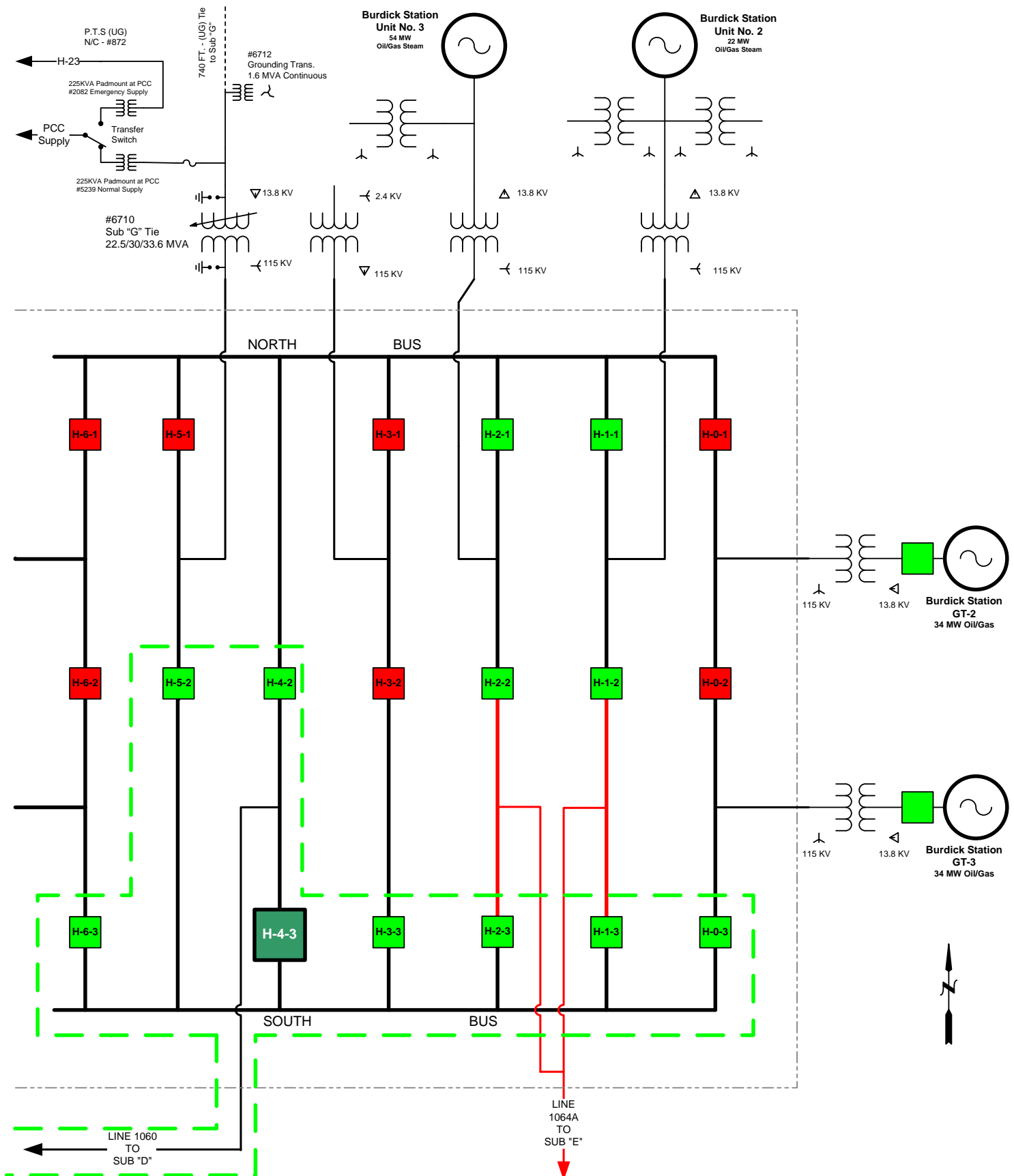


FIGURE #2

H-4-3 Breaker Failure Scheme After Burdick Modification

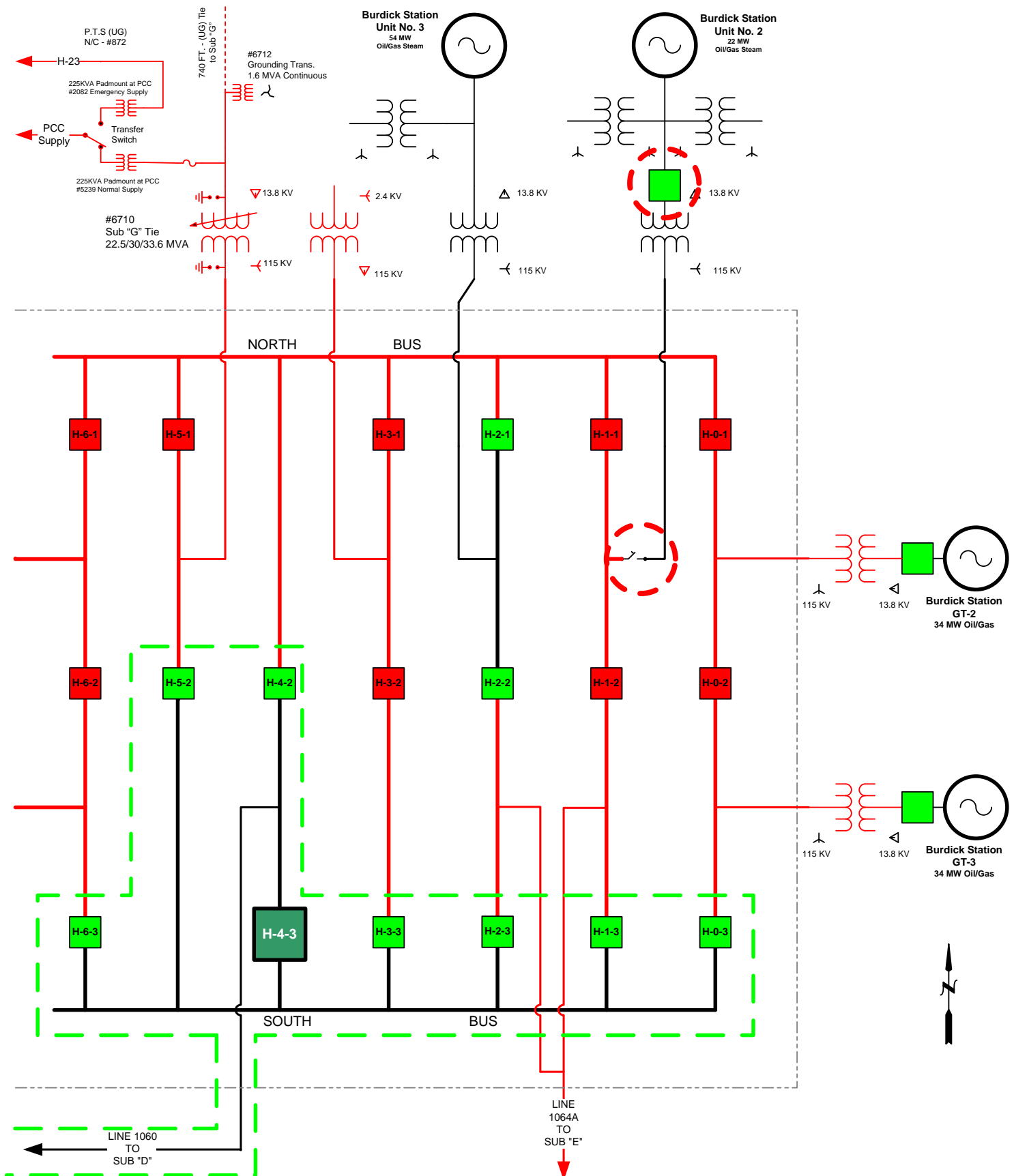


FIGURE #3

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale Shotkoski, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 16, 2010 at 2:00 p.m.
FOR: Burdick Unit #2 Generator Breaker Addition
DEPARTMENT: Utilities
ESTIMATE: \$98,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: February 13, 2010
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Siemens Energy, Inc.</u> Wendell, NC	<u>Harold K. Scholz Company</u> Ralston, NE
Bid Security:	Federal Insurance Company	Fidelity & Deposit Co.
Exceptions:	None	Noted

Bid Price:		
Material:	\$146,011.00	\$99,500.00
Sales Tax:	\$ 10,221.00	\$ 6,965.00
Total Base Bid:	\$156,231.00	\$106,465.00

Bidder:	<u>Eaton Corporation</u> Moon Township, PA
Bid Security:	Travelers Casualty & Surety
Exceptions:	Noted

Bid Price:	
Material:	\$81,000.00
Sales Tax:	\$ 5,670.00
Total Base Bid:	\$86,670.00

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

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Lynn Mayhew, Utility Engineer

RESOLUTION 2010-120

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

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

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

WHEREAS, on October 13, 2009, Black and Veatch of Kansas City, Missouri was awarded a contract for engineering services to provide a modification of Substation H to add a breaker and required auxiliary equipment for the #2 Generating Unit; and

WHEREAS, the Utilities Department invited sealed bids for Burdick Unit #2 Generator Breaker Addition; and

WHEREAS, on March 16, 2010, bids were received, opened and reviewed; and

WHEREAS, the proposal of Eaton Corporation of Moon Township, Pennsylvania, for the Burdick Unit #2 Generator Breaker Addition was submitted in accordance with the terms and the specifications and all other statutory requirements contained therein at a cost of \$86,670.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Eaton Corporation of Moon Township, Pennsylvania, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 27, 2010

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 21, 2010	☐ City Attorney



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item G11

#2010-121 - Approving Agreement between the City of Grand Island and the Nebraska Department of Health and Human Services

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: April 27, 2010

Subject: Agreement between the City of Grand Island and the
Nebraska Department of Health and Human Services

Item #'s: G-11

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

Background

The City of Grand Island Water Department operates under the authority of a license granted by the State of Nebraska, Division of Public Health of the Department of Health and Human Services. The State establishes operating rules and regulations for all public water systems under Title 179, Public Water Systems. Chapter 2 of Title 179 has been revised as of April 4, 2010.

Prior to April 4, 2010, the City of Grand Island had the authority to extend water mains within its established service area by its own authority. City engineering staff developed and enforced specifications in accordance with the State's Title 179 requirements and used those specifications for all city water distribution system extensions and additions. Historically, major system expansions, such as transmission line to the City Wellfield or the recent system extension to Alda, required that the design specifications and drawings be sent to the state for review and approval. As of the April 4, 2010 revisions to Title 179, not only major expansions but all water system extensions and additions must now be submitted to the Department of Health and Human Services (HHS) for review and approval. The authority of the local jurisdiction to design, review and approve the routine water system extensions has been removed.

But for the larger water systems, the State has included a program in the April 4 regulatory changes that will allow the local jurisdictions to retain approval authority for most of their water system extension projects. The program requires the local water system to make a one-time submittal of its standard specifications for review and approval in accordance with an agreement between the parties. A copy of a proposed agreement is attached. If approved by the parties, the local water system is authorized, for a three year period, to conduct the required reviews of water system extension projects.

Application to HHS for the review agreement authorization includes submittal of a fee of \$900.00.

Discussion

Review fees for projects that have been submitted to the State often exceed \$1,000.00 each. The last four years, the number of water main projects averaged 13 per year.

The City Water Utility has the personnel and expertise on staff to comply with the State program without additional expense.

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 Agreement between the Nebraska Department of Health and Human Services and the City of Grand Island, and authorize the Mayor to sign the Agreement.

Sample Motion

Move to approve the Agreement between the Nebraska Department of Health and Human Services and the City of Grand Island.



Division of Public Health

Voucher#

State of Nebraska

April 16, 2010

Bob Smith
City of Grand Island
PO Box 1968,
Grand Island, NE-68802-1968

PO #	Dave Heineman, Governor		
Vendor #			
Invoice #	1eHer		
Description	Program Review Review Fees		
Approved by	RKS	Date	5/20/2010
Org-obj#	52591200-80100	Amount	\$900.00
		WO#	
		Taxable Amt	

Re: PWS – Grand Island, NE – Three Year Agreement Program

Dear Mr. Smith:

As requested, we are providing you with copies of the Department's Three Year Review Program agreement. Please complete the pertinent information needed on the agreement and return a copy signed by the system owner or duly authorized representative of the owner to the Department for our records. You may keep the other copy for your own records.

Please pay the appropriate annual fee referenced in the table below for your system size. This fee must be paid within 30 days after signing the agreement.

Systems with a population greater than or equal to 100,000	\$1800/year
Systems with a population greater than or equal to 10,000 but less than 100,000	\$ 900/year
Systems with a population greater than or equal to 3300 but less than 10,000	\$ 600/year
Systems with a population less than 3300	\$ 300/year

Please be reminded that all the requirements of the agreement must be followed. As part of the agreement, two copies of standard specifications and standard drawings prepared by a Nebraska registered engineer must be submitted for review and approval prior to water distribution main construction. We look forward to receiving the standard specifications and standard drawings in the near future.

If you have any questions, please feel free to contact me at 402/471-0522.

Sincerely,

Chin F. Chew, P.E., Program Manager
Engineering Services Program
Office of Drinking Water and Environmental Health
Department of Health and Human Services
Division of Public Health

CFC:pz

Enclosures

xc: Doug Woodbeck, DHHS-DPH (ec)



Helping People Live Better Lives

An Equal Opportunity/Affirmative Action Employer

printed with soy ink on recycled paper

402/471-0597 • FAX 402/471-6436 • TDD 402/471-9570

AGREEMENT

between the

DIVISION OF PUBLIC HEALTH OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

and the

CITY OF GRAND ISLAND

This Agreement is made and entered into by the Division of Public Health of the Department of Health and Human Services (hereinafter Department) and the City of Grand Island, a Public Water System (as defined in Title 179, *Public Water Systems*), (hereinafter System). The contact person for the Department is Jack Daniel, phone 402-471-0510 and the contact person for the System is

I. THE DEPARTMENT.

- A. The Department will not require the System to submit plans and specifications for the construction of new distribution mains and replacement of existing distribution water mains (those not already exempted by Title 179 NAC 7-004.02 item 3) pursuant to this agreement.
- B. The Department will enter into an initial three-year agreement as provided for in Title 179 NAC 7 with a System that pays the annual fee indicated in Title 179 NAC 7-005.02 and meets all of the requirements of this agreement. At the end of the initial three-year period, the agreement may be renewed. If at any time the System fails to meet any of the requirements of this agreement, the Department may terminate this agreement.

II. THE SYSTEM.

- A. The System agrees to pay the Department the annual fee indicated in Title 179 NAC 7-005.02 which is described as follows:

Systems with a population greater than or equal to 100,000	\$1800/year
Systems with a population greater than or equal to 10,000 but less than 100,000	\$ 900/year
Systems with a population greater than or equal to 3300 but less than 10,000	\$ 600/year
Systems with a population less than 3300	\$ 300/year
- B. The annual fee amount shall be paid to the Department within thirty (30) days after the signing of this agreement. Subsequent annual fees must be paid each year within thirty (30) days after the anniversary date of this agreement.
- C. The System shall submit two sets of standard specifications and standard drawings sealed, signed and dated by an engineer registered in the State of Nebraska (hereafter engineer) for approval by the Department. Changes of sanitary significance, as determined by the Department, to the approved standard specifications and standard drawings must be submitted to the Director of Public Health for review and written approval prior to implementation.
- D. The System shall ensure that the sizing of the mains and appurtenances do not cause any part of the water distribution system pressure to go below 20 psi under normal operating conditions.
- E. The System shall ensure that all distribution main projects are designed by an engineer and are in substantial conformance to the "Recommended Standards for Water Works," 2007 Edition. Substantial conformance is defined as siting, design, and construction of drinking water facilities that will not adversely impact public health and/or the ability of a public water system to deliver safe drinking water on a continuous basis.
- F. Distribution main projects with estimated or actual costs that do not exceed \$86,000 do not need to be designed by an engineer, but the System will ensure the project follows the standard specifications and standard drawings approved by the Department.
- G. The System shall provide the Department with an annual list of all water distribution main projects that were placed in service during the previous calendar year by March 31 of each year. Those projects that deviated from the contamination separation standards in Title 179 NAC 7-007 must be noted.

- H. The System shall allow the Department to conduct, at a minimum, an annual audit of the Three-Year Review Program. As part of the audit, the System agrees to:
1. Provide a set of plans and specifications for a recently constructed water distribution main project to allow Department staff to conduct a field inspection of the project,
 2. Keep the following project records for the Department staff to review:
 - a) A set of plans and specifications for each project, until replaced by record drawings which must be kept as long as the project is in service,
 - b) A project description indicating the purpose of the project, the proposed piping material design, operating pressure and design flows where applicable,
 - c) Copies of certification of project completion for each water distribution main project (by the engineer or System for those construction documents not prepared by an engineer),
 - d) Copies of satisfactory bacteriological testing results and pressure/leakage tests, and
 - e) Documentation and justification for any deviation from the contamination separation standards for water mains and fire hydrants listed in Title 179 NAC 7-007.

III. AMENDMENTS. This Agreement may not be modified except by amendment made in writing and signed by the undersigned parties or their duly authorized representatives.

IV. ENTIRE AGREEMENT. This written Agreement represents the entire agreement between the parties, and any prior or contemporaneous representations, promises or statements by the parties that are not incorporated herein shall not serve to vary or contradict the terms of this Agreement.

V. RELEASE AND INDEMNITY. The System shall assume all risk of loss and hold the State of Nebraska, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement, and proximately caused by the negligent or intentional acts or omissions of the System, its officers, employees or agents, for any losses caused by failure by the System to comply with terms and conditions of the Agreement; and, for any losses caused by other parties which have entered into agreements with the System.

VI. SUBMITTALS.

- A. Standard Specifications and Standard Drawings. See Item II.C.
- B. Annual List of Distribution Main Projects. See Item II.G.
- C. Changes of Sanitary Significance to Approved Standard Specifications and Standard Drawings. See Item II.C.
- D. Annual Project Fee. See Item II.B

Send to: Chin Chew
DHHS – DPH
P.O. Box 95026
Lincoln, NE 68509-5026

IN WITNESS WHEREOF, the parties have subscribed their signatures.

FOR THE SYSTEM

Signature

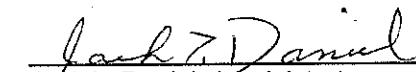
Type or Print Name

Title

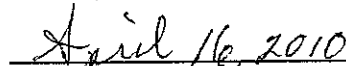
NE31-107902
City of Grand Island
PO Box 1968
Grand Island, NE 68802

Date

FOR THE DEPARTMENT



Jack L. Daniel, Administrator
Office of Drinking Water and
Environmental Health
P.O. Box 95026
Lincoln, NE 68509-5026



Date

RESOLUTION 2010-121

WHEREAS, the City of Grand Island Water Department operates under the authority of a license granted by the State of Nebraska, Division of Public Health of the Department of Health and Human Services; and

WHEREAS, the State establishes operating rules and regulations for all public water systems under Title 179, Public Water Systems; and

WHEREAS, the City of Grand Island submits plans for Water Main Projects to the Nebraska Department of Health and Human Services for review; and

WHEREAS, the revised Chapter 2 of Title 179 provides for an annual fee of \$900.00 to be paid in lieu of a fee submittal with each plan review; and

WHEREAS, an Agreement has been written between the City of Grand Island and the Nebraska Department of Health and Human Services for Water Main Project plans review pursuant to Chapter 2 of Title 179, Public Water Systems.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement between the City of Grand Island and the Nebraska Department of Health and Human Services, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 27, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 21, 2010	☐ City Attorney



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item G12

**#2010-122 - Approving Application for Victims Of Crimes Act
(VOCA) Grant**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Captain Peter Kortum, Police Department
Meeting: April 27, 2010
Subject: 2010 VOCA Grant Application
Item #'s: G-12
Presenter(s): Steve Lamken, Chief of Police

Background

The Grand Island Police Department has managed the victim assistance program for Grand Island-Hall County since 2004. Primary funding is from the Victim's Of Crime Act (VOCA). Grants are awarded through the Nebraska Crime Commission. Historically, the City matches the grant with cash support and in kind services near the 20% level. The estimated budget for the grant period of 10-1-2010 to 9-30-11 is \$62,487.00. The estimated City share is \$10,346.00.

This agenda item seeks approval to submit the application.

Discussion

A requirement for the grant application is that the grant application must be signed by the agency executive officer for the City of Grand Island.

Alternatives

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

1. Do not approve the application
2. Approve the application

Recommendation

City Administration recommends that the Council approve the application of the award. Any award based on this application will come to council for acceptance.

Sample Motion

Move to approve the application for 2010 Victims of Crime Act grant funding for the Grand Island-Hall County Victim Assistance Program.

NEBRASKA CRIME COMMISSION
Grant Applicant Information
Victim Assistance

1. Federal Employer ID # (Nine digit number)	47-6006205		
2. Project Title:	Grand Island/Hall County Victim Assistance Program		
3. Applicant Name: (Agency/Organization)	City of Grand Island	Telephone	(308) 385-5444
		Fax	(308) 385-5398
4. Address	P. O. Box 1968, Grand Island, Nebraska 68802-1968		
5. Project Director:	Peter Kortum	Telephone	(308) 385-5400
		Fax	(308) 385-5398
(Receives all grant correspondence)	Email:	pkortum@gipolice.org	
Address:	111 Public Safety Drive, Grand Island, Nebraska 68801-8410		
6. Project Coordinator: (Contact person)	Kerry Garza	Telephone	(308) 385-5400
		Fax	(308) 385-5661
	Email:	kgarza@gipolice.org	
Address:	111 Public Safety Drive, Grand Island, Nebraska 68801-8410		
7. Fiscal Officer: (Cannot be Project Director)	Kristina Waggerman	Telephone	(308-385-5400
		Fax	(308-385-5398
	Email:	kevans@gipolice.org	
Address:	111 Public Safety Drive, Grand Island, Nebraska 68801-8410		
8. Board Chair:	N/A	Telephone	()
		Fax	()
	Email:		
Address:	(Please include last four digits of zip code)		

9. Proposed Project Period:
From: 10-01-2010
To: 09-30-2011

10. Previous 5-Years Commission Funding For This Project:		11. Demographic Impact: Area Served by Project (Counties/Cities)
Grant #:05-VA-224	Amount \$30,000.00	Grand Island/Hall County
Grant #:06-VA-237	Amount \$35,000.00	Grand Island/Hall County
Grant #:07VA-237	Amount \$33,684.00	Grand Island/Hall County
Grant #:08-VA-225	Amount \$27,907.00	Grand Island/Hall County
Grant #:09-VA-230	Amount \$45,116.00	Grand Island/Hall County

12. Type of Agency: <input type="checkbox"/> State Agency <input checked="" type="checkbox"/> Unit of Local Government <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Native American Tribe or Organization <input type="checkbox"/> Other:	13. Funds will be used primarily to: <input type="checkbox"/> Expand services into a new geographic area <input type="checkbox"/> Offer new types of services <input type="checkbox"/> Serve additional victim populations <input checked="" type="checkbox"/> Continue existing services to crime victims <input type="checkbox"/> Other
---	---

14. If Awarded, These Funds Will: <input type="checkbox"/> Create New Service/Activity <input type="checkbox"/> Enhance Existing Program not funded by VOCA in previous years <input checked="" type="checkbox"/> Continue Existing Program funded by VOCA in previous years <input type="checkbox"/> Technology

15. Identify types of victims to be served with requested Victim Assistance funds and match funds.	
<input checked="" type="checkbox"/> Child Abuse/Physical <input checked="" type="checkbox"/> Child Abuse/Sexual <input checked="" type="checkbox"/> DUI/DWI Victims <input checked="" type="checkbox"/> Domestic Violence Victims <input checked="" type="checkbox"/> Adult Victims/Sexual Assault <input checked="" type="checkbox"/> Other - (non-Business) Burglary, Arson Protection Order, Hate Crimes, Stalking	<input checked="" type="checkbox"/> Elder Abuse <input checked="" type="checkbox"/> Adult Survivors of Incest or Child Sexual Abuse <input checked="" type="checkbox"/> Survivors of Homicide Victims <input checked="" type="checkbox"/> Robbery <input checked="" type="checkbox"/> Assault Terroristic Threats, Vulnerable Adult Abuse, Theft, Criminal Mischief, Intimidation by Phone

16. Agency Staff / Volunteers	# Part Time	# Full Time
Total number of agency volunteers, excluding Board members	4	0
Total number of paid agency staff	0	1
Number of volunteers that support <u>this project only</u>	4	0
Number of paid staff for <u>this project only</u>	0	1

17. Check the services to be provided by the Victim Assistance Funds and match funds.	
<input type="checkbox"/> Crisis Counseling	<input checked="" type="checkbox"/> Information/Referral
<input checked="" type="checkbox"/> Follow-up Contact	<input checked="" type="checkbox"/> Criminal Justice Advocacy
<input type="checkbox"/> Therapy	<input type="checkbox"/> Emergency Financial Assistance
<input type="checkbox"/> Group Treatment	<input type="checkbox"/> Emergency Legal Advocacy
<input type="checkbox"/> Crisis Hotline	<input checked="" type="checkbox"/> Assist with Filing Compensation Claims
<input type="checkbox"/> Shelter/Safe Home	<input checked="" type="checkbox"/> VINE assistance to victims
<input checked="" type="checkbox"/> Personal Advocacy	<input checked="" type="checkbox"/> Telephone Contacts (Information and Referral)
<input checked="" type="checkbox"/> Other: Transportation, Victim Impact Statement Assistance, Court Accompaniment	

18. Board Members:

- ☐ Private Non-profit Agencies
 Attach a list of board members, including the agency they represent, addresses and telephone numbers.
Attach to the end of this application

19. Total Agency Budget: please enter from budget. \$62,487.00

A) Private non-profit agency funded by the Department of Health & Human Services: please provide a copy of the Financial Report; form #DSS-48, and the monthly financial Statement of Accounts, form #DSS-6-900, submitted to the Department of Health & Human Services for the month of December 2008. Attach to the end of this application

B) Applicants not financially supported by the Nebraska Department of Health and Human Services: provide a listing of all financial supporters, the total amount of their support, and how the funds are used for this project.

Financial Supporters	Total Amount	How funds are used
VOCA Grant	\$ 49,343	Staff Salary/Benefits/Provide Direct Service
City of Grand Island	\$ 10,346	Supplies/Office Space/Support Staff
Hall County	\$ 985.00	Computer User Fees
Volunteer (s)	\$ 1,813	Provide Direct Services

C) All applicants: provide a listing of existing facilities, equipment and personnel, which will be committed to the operation of this project.

Facilities	Is this committed to the operation of the project?				Equipment/Personnel	Is this committed to the operation of the project?			
Office Space	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Project Director	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Fiscal Officer	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Project Coordinator	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Part-time Advocate	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Volunteer (s)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Computer System	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Office Furniture	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Telephone System	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Additional Comments:

RESOLUTION 2010-122

WHEREAS, the Police Department of the City of Grand Island received notification of the grant application period for the 2010 Victim of Crime Act from the Nebraska Crime Commission; and

WHEREAS, the grants awarded are for local victim assistance programs; and

WHEREAS, the this application covers October 1, 2010 through September 30, 2011;
and

WHEREAS, any grant award will be brought to council for acceptance; and

WHEREAS, the Mayor of the City of Grand Island is required to sign the grant application as the City's Executive Officer.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the grant application prepared by the police department for submission to the Nebraska Crime Commission is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 27, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2010	☐ City Attorney



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item H1

Consideration of Request from Erika Galaviz-Mendoza, PO Box 682 for Liquor Manager Designation for Fiesta Latina/Nebraska Music Hall, 2815 South Locust Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 27, 2010

Subject: Request from Erika Galaviz-Mendoza, PO Box 682 for Liquor Manager Designation for Fiesta Latina/Nebraska Music Hall, 2815 South Locust Street

Item #'s: H-1

Presenter(s): RaNae Edwards, City Clerk

Background

Erika Galaviz-Mendoza, PO Box 682 has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "C-34765" Liquor License for Fiesta Latina/Nebraska Music Hall, 2815 South Locust Street.

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

Discussion

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

After investigation, the Grand Island Police Department recommends denial of the application submitted by Erika Galaviz-Mendoza due to failure to disclose information which makes the application false under the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01).

Alternatives

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

1. Approve the request.
2. Forward the request with no recommendation.

3. Take no action on the request.

Recommendation

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

Sample Motion

Move to deny the request from Erika Galaviz-Mendoza, PO Box 682 for Liquor Manager Designation in conjunction with the Class “C-34765” Liquor License for Fiesta Latina/Nebraska Music Hall, 2815 South Locust Street based on false application.

04/20/10
13:15

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 11:31:11 04/19/2010
Occurred before : 11:31:11 04/19/2010
When reported : 11:31:11 04/19/2010
Date disposition declared : 04/19/2010
Incident number : L10042362
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 2815 Locust St S
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : 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 : 14150
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
= = = = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	8917	04/20/10	Fiesta Latina,	Business Involved
NM	61103	04/20/10	Galaviz, Erika	Liquor Manager?

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT03	Bar/Night Club	

LAW INCIDENT NARRATIVE:

I received a copy of an application for Erika Galaviz-Mendoza to be the liquor manager at Fiesta Latina.

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
--	-----	-----	-----

1 Vitera D 318 Vitera D

04/20/10 Grand Island Police Department
13:15 LAW INCIDENT TABLE

450
Page: 2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
---	-----	-----
1	Vitera D	09:41:58 04/20/2010

04/20/10
13:15

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 3

318- Liquor Manager Investigation

Grand Island Police Department
Supplemental Report

Date, Time: Tue Apr 20 09:42:26 CDT 2010
Reporting Officer: Vitera
Unit- CID

On Erika's application, she disclosed that she got a ticket for no insurance in 2006 in Iowa. She also disclosed that she got a ticket in Nebraska in 2009 for driving without a license.

I checked on Erika through Spillman and NCJIS. I located an entry for her in Spillman which had multiple entries for her as being a runaway juvenile in her youth. She was also listed as a victim of theft on one occasion and criminal mischief on another occasion. She was contacted for a disturbing the peace complaint and was a suspect in a criminal mischief complaint. She also had a couple of traffic contacts and an entry for a warrant that had been recalled for issuing bad checks.

When I checked NCJIS, I discovered that she was convicted of issuing bad checks in 2005. She was also convicted of a stop sign violation and driving without a license in 2004. I found another conviction for driving without a license in 2008 which is probably the conviction she disclosed as occurring in 2009. Erika's operator's license in Nebraska is expired and has been suspended and surrendered to Iowa. Erika's license is also suspended in Iowa for non-payment of fines.

On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution." Erika's undisclosed traffic conviction would fall under a local ordinance or state law. The bad check conviction falls under State law.

Erika's failure to disclose her traffic conviction and bad check conviction technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The undisclosed convictions do not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license. However, Erika appears to have some problems with the law and responsibility that started when she was a juvenile and have continued as evidenced by her operator's license being suspended in both Nebraska and Iowa for failing to comply and failing to pay her fines.

I can't run criminal history checks on liquor license investigations, but it's possible that Erika may have additional criminal history in Iowa. NSP will have

to determine that.

Erika also failed to list a home telephone number on her application (area code is listed and the rest is blank), and she put a P.O. Box for her home address. In a different area of the application where it asks for past residences, she listed an address on Sycamore where she has resided from August of '99 until March of 2010. Spillman currently shows her living on 16th Street. It is possible that she was a victim of a crime on 16th Street, and the officer used that as her home address while she may have actually been living on Sycamore.

04/20/10

Grand Island Police Department

450

13:15

LAW INCIDENT TABLE

Page: 4

I also double checked Erika through ICE. Erika stated on her application that she was born in Mexico. Using the information she provided, an investigator with ICE told me that Erika derived her citizenship through one of her U.S. citizen parents. The investigator said this type of case is not very common, but she is a legal U.S. citizen.

The Grand Island Police Department recommends that Erika's application be denied. Erika failed to disclose her bad check conviction and her traffic conviction. She didn't list a home telephone number. She didn't list a home address with the rest of her personal information. The address I found in a different spot on the application conflicts with Spillman information. Erika has a suspended driver's license in Nebraska and Iowa for failing to comply and failing to pay fines which illustrates a potential lack of responsibility and financial mismanagement when coupled with the bad check conviction.



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item I1

#2010-123 - Consideration of Request from Casey's Retail Company dba Casey's General Store #2882, 1404 West 2nd Street for a Class "B" Liquor License and Liquor Manager Designation for Tina Krings, 1009 Milan Dr. #7, Norfolk, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-123

WHEREAS, an application was filed by Casey's Retail Company doing business as Casey's General Store #2882, 1404 West 2nd Street for a Class "B" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 17, 2010; such publication cost being \$20.31; and

WHEREAS, a public hearing was held on April 27, 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: _____

_____ The City of Grand Island hereby recommends approval of Tina Krings, 1009 Milan Dr. #7, Norfolk, Nebraska as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 27, 2010.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
April 22, 2010	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item I2

#2010-124 - Consideration of Request from Casey's Retail Company dba Casey's General Store #2883, 1420 South Locust Street for a Class "B" Liquor License and Liquor Manager Designation for Tina Krings, 1009 Milan Dr. #7, Norfolk, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-124

WHEREAS, an application was filed by Casey's Retail Company doing business as Casey's General Store #2883, 1420 South Locust Street for a Class "B" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 17, 2010; such publication cost being \$20.31; and

WHEREAS, a public hearing was held on April 27, 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: _____

_____ The City of Grand Island hereby recommends approval of Tina Krings, 1009 Milan Dr. #7, Norfolk, Nebraska as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 27, 2010.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
April 22, 2010	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item J1

Approving Payment of Claims for the Period of April 14, 2010 through April 27, 2010

The Claims for the period of April 14, 2010 through April 27, 2010 for a total amount of \$2,642,205.19. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item J2

**Approving Payment of Claims for the Period of April 14, 2010
through April 27, 2010 for the Veterans Athletic Field Complex**

*The Claims for the Veterans Athletic Field Complex for the period of April 14, 2010 through
April 27, 2010 for the following requisitions.*

#16 \$49,852.88

A MOTION is in order.

Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 16

Wells Fargo Bank, National Association, as Escrow Agent ("Agent") under the Escrow Agreement, dated as of June 29, 2009 (the "Agreement"), between the City of Grand Island, NE as Owner ("Owner"), and Agent is hereby requested to disburse from the Escrow Fund created by the Agreement to the person, firm or corporation designated below as Payee the sum set forth below such designation, in payment of the cost of the Project or portion thereof constructed, equipped or installed

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Diamond Engineering Co.	PO Box 1327 Grand Island, NE 68802	\$16,808.80	Water main installation #1
Nature's Helper	2129 S 156 th Circle Omaha, NE 68130	\$22,695.00	Irrigation install #4
Nature's Helper	2129 S 156 th Circle Omaha, NE 68130	\$10,000.00	Install irrigation system #4
Olsson Associates Inc	1111 Lincoln Mall PO Box 84608 Lincoln, NE 68501	\$283.81	Construction observation
The Grand Island Independent	422 W 1 st Street Grand Island, NE 68802	\$65.27	Bid affidavit for installation of new turf and synthetic court flooring

The undersigned hereby certifies that:

(a) The amount requested for payment is for payment or reimbursement for a cost or costs of said Project, has not formed the basis of a previous request for payment and is now due and owing;

(b) A bill or bills or other evidence of each obligation of Lessee is attached herewith; and

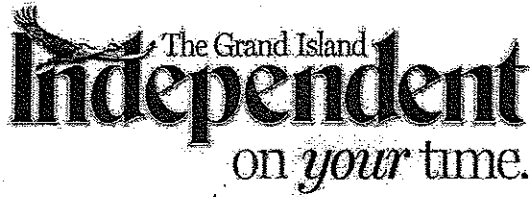
(c) Owner will indemnify and hold Agent harmless from and against all claims, losses and damages, including legal fees and expenses that may be incurred in connection with the disbursement requested hereby.

In the event that the Payee named on this Requisition is a person, firm or corporation to which reimbursement is due for payment previously paid by such person, firm or corporation for the cost of the Project or portion thereof, written evidence of such prior payment and the amount thereof is also attached to this Requisition.

Executed this 16 day of April,
2010.

CITY OF GRAND ISLAND,
NEBRASKA, as Owner

By Mary Lou Brown
Owner Representative



BILLING DATE		TERMS OF PAYMENT	
03/28/10		DUE BY THE 25TH	
ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
10022600		CITY OF GRAND ISLAND	
SALESPERSON NAME		TOTAL AMOUNT DUE	
Terri Trejo		1,492.27	
CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS
1,492.27	.00	.00	0.00

ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
CITY OF GRAND ISLAND P.O. Box 1968 CITY CLERK GRAND ISLAND NE 68802	THE GRAND ISLAND INDEPENDENT P.O. BOX 1208 GRAND ISLAND, NE 68802-1208

TO ENSURE PROPER CREDIT, PLEASE RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	TYPE	ORDER #	PUBLICATION	DESCRIPTION	SIZE	AMOUNT
	INV	20061673	Grand Island Independent	03/18/10 cc spec mtg 3/6 OFFICIAL PROCEEDINGS CITY OF GRAND ISLAND, N Affidavit 03/28/10	80 Clerk	99.50 ✓
	INV	20061774	Grand Island Independent	cc min & claims 3/9 OFFICIAL PROCEEDINGS CITY OF GRAND ISLA Affidavit 03/28/10	218 Clerk	379.48 ✓
	INV	20061939	Grand Island Independent	INSTALLATION OF NEW TURF AND SYNTHETIC COURT FLOORING ADVER Affidavit 03/27/10 State Building	844 Parks Fair 137	65.27 ✓

INVOICE # 032810

BILLING PERIOD 3 (03/01/10-03/28/10)

PAYMENT DUE BY 04/25/10

INVOICE/STATEMENT OF ACCOUNT



422 W 1st St.
Grand Island, NE 68802-1208
Phone: 308-382-1000
Fax : 308-381-9431

IF YOU HAVE ANY QUESTIONS PLEASE CALL.
THANK YOU FOR ADVERTISING WITH US.

1.33% Monthly Finance Charge On amounts Over 30 Days

CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS
1,492.27	.00	.00	0.00
ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
10022600		CITY OF GRAND ISLAND	
BILLING DATE		PLEASE PAY THIS AMOUNT	
03/28/10		1,492.27	

Schedule of Bills

Vendor		Name/Number		Description		Invoice		PO #		WO#		Check #		Amount	
<u>Org</u>	<u>Object</u>	PARKS & RECREATION		ATHLETIC COMPLEX											
40044450	90122														
1	154	DIAMOND ENGINEERING CO		WATER MAIN INSTALLATION #1		04/02/10 PMT 2		22116				155493		16,808.80	
1	8080	NATURE'S HELPER		CHANGE ORDER -IRRIGATION INSTALL #4		04721		22242				155652		22,695.00	
1	8080	NATURE'S HELPER		INSTALL IRRIGATION SYSTEM #4		4721		21434				155652		10,000.00	
1	190	OLSSON ASSOCIATES INC		CONSTRUCTION OBSERVATION		140423		21414				155677		283.81	

40044450 Org Total 49,787.61

COPY

BID SECTION G - ELECTRICAL CONDUIT									
1	4" P.V.C. Conduit	\$ 6.00	1389 l.f.	\$ 8,334.00	l.f.	\$ -		\$ -	
2	2" P.V.C. Conduit	\$ 1.76	1353 l.f.	\$ 2,381.28	l.f.	\$ -		\$ -	
	(CO #1 dated 2/9/2010 increased from 403 l.f. to 1353 l.f. for a difference of 950 l.f.)								
3	Type 1 Pull Box	\$ 560.00	9 e.a.	\$ 5,040.00	e.a.	\$ -		\$ -	
	(CO #1 dated 2/9/2010 increased from 4 e.a. to 9 e.a. for a difference of 5 e.a.)								
TOTAL PROJECT COST:				\$ 212,665.60		\$ 45,875.80	\$ 29,067.00	\$ 16,808.80	
DIAMOND ENGINEERING CO.					CITY OF GRAND ISLAND				
Signed <i>Frank C. Hoering</i>					Signed <i>[Signature]</i>				
Date 4/2/10					Date 4-2-10				

Partial Payment

Voucher #

PO #	22116
Vendor #	154
Invoice #	2 - 4/2/10
Description	Water Main Installation #1
Approved by	<i>[Signature]</i>
Date	4-5-10
Org obj#	

40044450-90122

16,808.80

CITY OF GRAND ISLAND

CONTRACTOR:
DIAMOND ENGINEERING CO.
P.O. BOX 1327
GRAND ISLAND, NE 68802

CITY OF GRAND ISLAND, NEBRASKA

PAYMENT NO.

2

DATE:

4/2/2010

UTILITY IMPROVEMENTS VETERANS ATHLETIC FIELD

Item No.	Description	Price Bid	Plan Quantities	Total Cost	Quantities Placed	Total Amount Completed	Amt. Paid Prev. Est.	Total Due This Est.
BID SECTION D - STORM SEWER								
				\$ -		\$ -		\$ -
1	Type D Modified Curb Inlet	\$ 1,605.00	1 e.a.	\$ 1,605.00	0.00 e.a.	\$ -	\$ -	\$ -
2	Area Inlet	\$ 1,445.00	3 e.a.	\$ 4,335.00	3.00 e.a.	\$ 4,335.00	\$ 4,335.00	\$ -
3	24" Reinforced Concrete Flared End Section	\$ 695.00	1 e.a.	\$ 695.00	e.a.	\$ -		\$ -
4	15" Reinforced Concrete Storm Sewer Pipe	\$ 27.00	254 l.f.	\$ 6,858.00	250.00 l.f.	\$ 6,750.00	\$ 6,750.00	\$ -
5	18" Reinforced Concrete Storm Sewer Pipe	\$ 33.30	550 l.f.	\$ 18,315.00	540.00 l.f.	\$ 17,982.00	\$ 17,982.00	\$ -
6	24" Reinforced Concrete Storm Sewer Pipe	\$ 47.35	100 l.f.	\$ 4,735.00	l.f.	\$ -		\$ -
7	Silt Fence	\$ 4.35	192 l.f.	\$ 835.20	l.f.	\$ -		\$ -
8	Erosion Control Blanket	\$ 9.65	40 s.y.	\$ 386.00	s.y.	\$ -		\$ -
BID SECTION E - WATER MAIN								
1	12" D.I. Water Main (CO #2 dated 3/23/2010 increased from 432 l.f. to 654 l.f. for a difference of 222 l.f.)	\$ 30.30	654 l.f.	\$ 19,816.20	l.f.	\$ -		\$ -
1a	10" D.I. Water Main (CO #2 dated 3/23/2010 add on)	\$ 36.75	8 l.f.	\$ 294.00	l.f.	\$ -		\$ -
2	8" D.I. Water Main (CO #2 dated 3/23/2010 decreased from 941 l.f. to 826 l.f. for a difference of 115 l.f.)	\$ 21.20	826 l.f.	\$ 17,511.20	l.f.	\$ -		\$ -
3	6" D.I. Water Main (CO #2 dated 3/23/2010 decreased from 29 l.f. to 17 l.f. for a difference of 12 l.f.)	\$ 18.00	17 l.f.	\$ 306.00	l.f.	\$ -		\$ -
4	Jack and Bore 18" Steel Casing (CO #2 dated 3/23/2010 decreased from 40 l.f. to 0 l.f. for a difference of 40 l.f.)	\$ 255.83	0 l.f.	\$ -	l.f.	\$ -		\$ -
4a	Jack and Bore 24" Steel Casing (CO #2 dated 3/23/2010 add on)	\$ 420.22	40 l.f.	\$ 16,808.80	40 l.f.	\$ 16,808.80		\$ 16,808.80
5	12" Tapping Saddle and Valve w/box (CO #2 dated 3/23/2010 decreased from 4640 ea to 0 for a difference of 4640.00 ea)	\$ 4,640.00	0 e.a.	\$ -	e.a.	\$ -		\$ -
5a	10" x 10" MJ Tee (CO #2 dated 3/23/2010 add on)	\$ 1,523.12	1 e.a.	\$ 1,523.12	e.a.	\$ -		\$ -
5b	10" x 12" MJ Reducer (CO #2 dated 3/23/2010 add on)	\$ 332.79	1 e.a.	\$ 332.79	e.a.	\$ -		\$ -
5c	10" Sleeve Coupling (CO #2 dated 3/23/2010 add on)	\$ 556.26	2 e.a.	\$ 1,112.52	e.a.	\$ -		\$ -
6	12"x8" M.J. Tee	\$ 384.25	1 e.a.	\$ 384.25	e.a.	\$ -		\$ -
7	12"x6" M.J. Tee	\$ 353.50	1 e.a.	\$ 353.50	e.a.	\$ -		\$ -
7a	12" Retainer Gland (CO #2 dated 3/23/2010 add on)	\$ 195.98	8 e.a.	\$ 1,567.84	e.a.	\$ -		\$ -
8	12" M.J. Cap	\$ 287.15	1 e.a.	\$ 287.15	e.a.	\$ -		\$ -

9	8" M.J. 22.5 Deg. Bend (CO #2 dated 3/23/2010 decreased from 4 e.a. to 0 for a difference of e.e.a.)	\$ 185.80	0 e.a.	\$ -	e.a.	\$ -	\$ -
9a	12" x 22.5 degree MJ Ell (CO #2 dated 3/23/2010 add on)	\$ 393.40	2 e.a.	\$ 786.80	e.a.	\$ -	\$ -
9b	12" x 45 degree MJ Ell (CO #2 dated 3/23/2010 add on)	\$ 428.61	2 e.a.	\$ 857.22	e.a.	\$ -	\$ -
9c	12" x 90 degree MJ Ell (CO #2 dated 3/23/2010 add on)	\$ 428.61	1 e.a.	\$ 428.61	e.a.	\$ -	\$ -
10	8"x6" M.J. Tee	\$ 247.20	2 e.a.	\$ 494.40	e.a.	\$ -	\$ -
11	8" M.J. Cap	\$ 230.60	1 e.a.	\$ 230.60	e.a.	\$ -	\$ -
12	12" Gate Valve w/box	\$ 1,935.00	1 e.a.	\$ 1,935.00	e.a.	\$ -	\$ -
13	8" Gate Valve w/box (CO #2 dated 3/23/2010 decreased from 3 e.a. to 2 e.a. for a difference of 1 e.a.)	\$ 1,087.00	2 e.a.	\$ 2,174.00	e.a.	\$ -	\$ -
14	Fire Hydrant Assembly	\$ 3,250.00	3 e.a.	\$ 9,750.00	e.a.	\$ -	\$ -
15	1-1/2" Service Saddle	\$ 219.00	2 e.a.	\$ 438.00	e.a.	\$ -	\$ -
16	1-1/2" Corporation Stop	\$ 142.00	2 e.a.	\$ 284.00	e.a.	\$ -	\$ -
17	1-1/2" Curb Stop	\$ 358.00	2 e.a.	\$ 716.00	e.a.	\$ -	\$ -
18	1-1/2" Service Tubing	\$ 15.70	640 l.f.	\$ 10,048.00	l.f.	\$ -	\$ -
19	Bell Joint Block	\$ 533.00	2 e.a.	\$ 1,066.00	e.a.	\$ -	\$ -
20	Concrete Blocking for fittings (CO #2 dated 3/23/2010 increased from 4.0 c.y. to 6 c.y. for a difference of 2 c.y.)	\$ 191.35	6 c.y.	\$ 1,148.10	c.y.	\$ -	\$ -
21	Dewatering	\$ 5,244.00	1 l.s.	\$ 5,244.00	l.s.	\$ -	\$ -
22	Driveway Removal & Replacement CO #2 dated 3/23/2010 add on) Original Bid Section "E"	\$ 482.31	2 e.a.	\$ 964.62	e.a.	\$ -	\$ -
	BID SECTION F - SANITARY SEWER						
1	Tap Existing Sanitary Sewer Manhole	\$ 290.00	1 ea.	\$ 290.00	ea.	\$ -	\$ -
2	2' Low Pressure Sanitary Sewer Force Main	\$ 5.95	1382 l.f.	\$ 8,222.90	l.f.	\$ -	\$ -
3	6" P.V.C. Sanitary Sewer Pipe (CO #1 dated 2/9/2010 increased from 594 l.f. to 870 l.f. for a difference of 276 l.f.)	\$ 12.70	870 l.f.	\$ 11,049.00	l.f.	\$ -	\$ -
4	Bore 2" Low Pressure Sanitary Sewer Force Main	\$ 10.00	154 l.f.	\$ 1,540.00	l.f.	\$ -	\$ -
5	DH272 Grinder Pump	\$ 29,300.00	1 e.a.	\$ 29,300.00	e.a.	\$ -	\$ -
6	2" Cleanout/Valve Assembly	\$ 1,230.00	3 e.a.	\$ 3,690.00	e.a.	\$ -	\$ -
7	2" P.V.C. Conduit	\$ 4.25	358 l.f.	\$ 1,521.50	l.f.	\$ -	\$ -
8	Dewatering	\$ 5,745.00	1 l.s.	\$ 5,745.00	l.s.	\$ -	\$ -
9	CO #1 dated 2/9/10 addition of 6" cleanout	\$ 850.00	1 e.a.	\$ 850.00	e.a.	\$ -	\$ -
10	CO #1 dated 2/9/10 addition of PVC 45 degree bend	\$ 75.00	1 e.a.	\$ 75.00	l.s.	\$ -	\$ -



BUS: 402-334-2625

FAX: 402-334-2656

Invoice

BILL TO
Grand Island Athletic Complex P.O. Box 1968 Grand Island, NE 68802-1968

DATE	INVOICE #
4/6/2010	4721

TERMS	PROJECT
Net 30	

QTY	DESCRIPTION	RATE	AMOUNT																								
	Additional work completed from original bid. Completed falcons on the interior of baseball diamonds and ran mainline to well.	10000.00	10,000.00																								
	Work completed from change order - this includes parts & labor. Partially completed the additional 400 feet of soccer field and sleeving mainline underneath parking lot. This change order is almost 100% complete.	22695.00	22,695.00																								
<p style="text-align: center;"><i>Partial payment off PO's</i></p> <p>Voucher #</p> <table border="1"> <tr> <td>PO #</td> <td colspan="3">21434 & 22242</td> </tr> <tr> <td>Vendor #</td> <td colspan="3">8080</td> </tr> <tr> <td>Invoice #</td> <td colspan="3">4721</td> </tr> <tr> <td>Description</td> <td colspan="3">Irrigation Installation #4</td> </tr> <tr> <td>Approved by</td> <td><i>[Signature]</i></td> <td>Date</td> <td>4/6/10</td> </tr> <tr> <td>Orig. obj#</td> <td></td> <td>Amount</td> <td></td> </tr> </table> <p> = 21434 — 40044450 - 90122 10,000.00 = 22242 — 40044450 - 90122 22,695.00 </p>				PO #	21434 & 22242			Vendor #	8080			Invoice #	4721			Description	Irrigation Installation #4			Approved by	<i>[Signature]</i>	Date	4/6/10	Orig. obj#		Amount	
PO #	21434 & 22242																										
Vendor #	8080																										
Invoice #	4721																										
Description	Irrigation Installation #4																										
Approved by	<i>[Signature]</i>	Date	4/6/10																								
Orig. obj#		Amount																									

COPY

Thank you for your business!

Total \$32,695.00

We accept MasterCard & Visa.

Payments/Credits \$0.00

A Service Charge of 1.33% per month, 16% APR, with a minimum of \$3.00 will be added to all overdue accounts. A late fee of \$20.00 will be added to all accounts unpaid for 90 days. Customers are also liable for all legal and collection fees.

Balance Due \$32,695.00

" Sprinkler Systems • Holiday Lighting •

 2129 S. 156TH CIR. • OMAHA, NE 68130

" natureshelberinc.com • info@natureshelberinc.com •

Invoice

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

March 30, 2010
Invoice No: 140423

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

OA Project No. 009-1973 GI New Vets Athletic Field Complex
PO #21414-00 dated 9/10/09
Professional services rendered from January 17, 2010 through March 13, 2010. Services this period include answering questions from city staff.

Phase 600 Construction Observation

Professional Personnel

	Hours	Rate	Amount
Rief, Matthew	2.25	126.07	283.66
Totals	2.25		283.66
Total Labor			283.66

Internal Unit Billing

Cell Phone	1.0 Each @ 0.15	0.15	
Total Internal Units		0.15	0.15

Total this Phase \$283.81

Billing Limits

	Current	Prior	To-Date
Total Billings	283.81	7,094.18	7,377.99
Limit			7,500.00
Balance Remaining			122.01

AMOUNT DUE THIS INVOICE \$283.81

Authorized By: Matthew Rief

Voucher #

PO #	21414
Vendor #	190
Invoice #	140423
Description	Construction Observation
Approved by	<i>[Signature]</i>
Org. #	
Date	3/31/10
Amount	

*Partial
Payment*

40044450-90122

283.81



City of Grand Island

Tuesday, April 27, 2010

Council Session

Item J3

Approving Payment of Claims for the Period of April 14, 2010 through April 27, 2010 for the State Fair Recreation Building

The Claims for the Period of April 14, 2010 through April 27, 2010 for the State Fair Recreational Building for the following requisitions:

#16 \$252,000.00

#16 \$ 3,367.12

TOTAL: \$255,367.12

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 016

The City of Grand Island, Nebraska, as lessee (the "Lessee") under that Lease-Purchase Agreement dated as of July 1, 2009 (the "Lease") between Lessee and Wells Fargo Brokerage Services, LLC, (the "Lessor"), hereby requests Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of July 1, 2009 (the "Escrow Agreement") among the Escrow Agent, the Lessor and the Lessee, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Sampson Construction Co.	3730 So. 14 th Street Lincoln, NE 68502	\$252,000.00	Primarily fire sprinkler, piping and electrical

In connection therewith, the undersigned officer of the Lessee hereby certifies as follows:

1. All of the provisions of the Lease and the Escrow Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.

2. The payments to be made to the payees set forth above are for costs of construction and/or acquisition of the Project (as defined in the Escrow Agreement) described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid. Any amounts to be reimbursed to the Lessee are for advances made by the Lessee from its own funds not earlier than May 1, 2009.

3. All of Lessee's representations, covenants and warranties contained in the Lease and the Certificate with Respect to Tax Matters (the "Tax Certificate") were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request, and the Lessee has fully and satisfactorily performed all of its covenants, representations and obligations to date required under the Lease, the Escrow Agreement and the Tax Certificate. No Default Event has occurred under the Lease.

4. The Lessee understands that the Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

5. Please indicate if this Payment Request relates to the final disbursement from the Escrow Fund: Yes X No.

If this Payment Request relates to the final disbursement from the Escrow Fund, the Lessee and the Lessor hereby instruct Escrow Agent to disburse to Lessor the remaining moneys held in the Escrow Fund to be applied to make a partial prepayment on the Rental Payments as set forth in the Lease.

6. Please indicate if this Payment Request reimburses Lessee for any payment or payments previously made by Lessee: Yes X No.

If this Payment Request requests such a reimbursement, the payment or payments for any obligations originally paid by Lessee, for federal income tax purposes, was after May 1, 2009.

7. Lessee attaches hereto the following items:

(a) invoices and/or bills of sale and/or contractor's payment certifications relating to the Project and, if such invoices have been paid by Lessee, evidence of payment thereof;

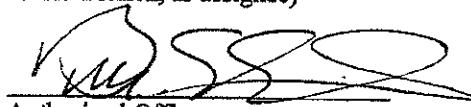
(b) an insurance certificate showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Lou Brown
Title: Finance Director
Date: 4/22/10

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)



April 6, 2010

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

Dear Ms. Brown,

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

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

Thank you,

Joseph McDermott
Executive Director



REC'D APR 06 2010

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

Principals:

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

Associate Principal:

MICHAEL D. MARSH, AIA

SENIOR ASSOCIATES:

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

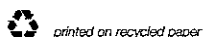
Lincoln:

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

OMAHA:

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

www.davisdesign.com



April 5, 2010

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

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

Joseph,

Enclosed is Sampson Construction Co., Inc.'s. Application and Certification for Payment No.8 dated March 29, 2010.

Based upon our on-site observations, the work has progressed to the point indicated and to the best of our knowledge; the quality of the work is in accordance with the contract documents. Therefore, we recommend that payment be made to Sampson Construction Co., Inc. in the amount of **\$252,000.00**.

Please retain the "Owner" copy for your files and forward the "Contractor" copy together with your payment to Sampson Construction Co., Inc.

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

Sincerely,

DAVIS DESIGN

**Chad Vogel
Construction Administrator**

Enclosure

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGES

PAGE ONE OF

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

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

CONTRACT FOR: General

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

APPLICATION NO 8

PERIOD TO: 3/31/2010

PROJECT NOS: 09028

CONTRACT DATE: 7/10/09

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 3,972,000.00
2. Net change by Change Orders \$ 586,543.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 4,558,543.00
4. TOTAL COMPLETED & STORED TO \$ 2,775,000.00
DATE (Column G on G703)

5. RETAINAGE:
a. 10 % of Completed Work (Column D + E on G703) 277,500.00
b. % of Stored Material (Column F on G703) \$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 277,500.00
(Line 4 Less Line 5 Total) \$ 2,497,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 2,245,500.00
8. CURRENT PAYMENT DUE \$ 252,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 2,061,043.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$582,230.00	
Total approved this Month #3	\$4,313.00	
TOTALS	\$586,543.00	\$0.00
NET CHANGES by Change Order	\$586,543.00	

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

CONTRACTOR: Sampson Construction Co., Inc.

By:

Date:

State of: Nebraska
Subscribed and sworn to before me this 29th day of March 2010
Notary Public
My Commission expires: 6-14-2012

County of: Lancaster

GENERAL NOTARY - State of Nebraska
JULIE A. SCHEELE
My Comm. Exp. May 14, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 252,000.00

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

By:

Date: 4-5-10

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

8

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO:

3/29/2010

APPLICATION DATE:

3/31/2010

PERIOD TO:

09028

ARCHITECT'S PROJECT NO:
NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA

NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA											
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)								
EXHIBITION BUILDING #3											
1	FOUNDATIONS	220,000	220,000		5,000		220,000	100%	230,000	22,000	
2	SLABS	245,000	10,000					6%		15,000	
3	PRECAST	60,000	60,000					100%		60,000	
4	MASONRY	380,000	320,000					87%		330,000	
5	STEEL	75,000	65,000					87%		65,000	
6	CARPENTRY	45,000							10,000	6,500	
7	SEALANTS	15,000							45,000	0	
8	HM/DOORS/HARDWARE	125,000							15,000	0	
9	ALUMINUM & GLASS	140,000							125,000	0	
10	OVERHEAD DOORS	15,000							140,000	0	
11	METAL STUDS/DRYWALL	65,000							15,000	0	
12	ACT	18,000			10,000		10,000	15%	55,000	1,000	
13	PAINTING	52,000							18,000	0	
14	FLOOR SEALER	24,000							52,000	0	
15	SPECIALTIES	34,000							24,000	0	
16	METAL BUILDING-MATERIAL	610,000	610,000				610,000	100%	34,000	0	
17	METAL BUILDING-INSULATION	85,000	85,000				85,000	100%		61,000	
18	METAL BUILDING-ERECTION	340,000	300,000		10,000		310,000	91%	30,000	8,500	
19	FIRE SPRINKLER	130,000	10,000		55,000		65,000	50%	65,000	31,000	
20	HVAC	290,000	110,000		20,000		130,000	45%	160,000	6,500	
21	PIPING	300,000	220,000		40,000		260,000	87%	40,000	13,000	
22	ELECTRICAL	399,000	160,000		30,000		190,000	48%	209,000	26,000	
23	PAYMENT & PERFORMANCE BOND	25,000	25,000				25,000	100%		19,000	
24	GENERAL CONDITIONS	280,000	120,000		20,000		140,000	50%	140,000	2,500	
25	CHANGE ORDER #1	342,893	120,000		60,000		180,000	52%	162,893	14,000	
26	CHANGE ORDER #2	239,337	60,000		20,000		80,000	33%	159,337	18,000	
27	CHANGE ORDER #3	4,313							4,313	8,000	
	GRAND TOTALS	4,558,543	2,495,000		280,000	0	2,775,000	61%	1,783,543	277,500	

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGES

PAGE ONE OF

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

PROJECT: Nebraska State Fair Park
Fonner Park - Grand Island, Nebraska

APPLICATION NO 8

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

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

VIA: Chad Vogel
Davis Design, Inc.
211 North 14th Street
Lincoln, NE 68508

PERIOD TO: 3/31/2010

PROJECT NOS: 09028

CONTRACT FOR: General

CONTRACT DATE: 7/10/09

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 3,972,000.00
2. Net change by Change Orders \$ 586,543.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,558,543.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,775,000.00

5. RETAINAGE:

- a. 10 % of Completed Work (Column D + E on G703) 277,500.00
- b. % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 277,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 2,497,500.00
8. CURRENT PAYMENT DUE \$ 2,245,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 252,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$582,230.00	
Total approved this Month #3	\$4,313.00	
TOTALS	\$586,543.00	\$0.00
NET CHANGES by Change Order	\$586,543.00	

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1982 EDITION · AIA · ©1982

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

CONTRACTOR: Sampson Construction Co., Inc.

By:

Date:

3-29-10

State of: Nebraska

County of: Lancaster

Subscribed and sworn to before me this 29th day of March 2010

Notary Public: Julie A. Scheele

My Commission expires: 6-14-2012

GENERAL NOTARY - State of Nebraska
JULIE A. SCHEELE
My Comm. Exp. May 14, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 252,000.00

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

By:

Date: 4-5-10

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

8

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO:

3/29/2010

APPLICATION DATE:

3/31/2010

PERIOD TO:

09028

ARCHITECT'S PROJECT NO:

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D	E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
				WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
EXHIBITION BUILDING #3										
1	FOUNDATIONS	220,000		220,000				220,000	100%	22,000
2	SLABS	245,000		10,000		5,000		15,000	6%	1,500
3	PRECAST	60,000		60,000				60,000	100%	6,000
4	MASONRY	380,000		320,000		10,000		330,000	87%	33,000
5	STEEL	75,000		65,000				65,000	87%	6,500
6	CARPENTRY	45,000								0
7	SEALANTS	15,000								0
8	HM/DOORS/HARDWARE	125,000								0
9	ALUMINUM & GLASS	140,000								0
10	OVERHEAD DOORS	15,000								0
11	METAL STUDS/DRYWALL	65,000				10,000		10,000	15%	1,000
12	ACT	18,000								0
13	PAINTING	52,000								0
14	FLOOR SEALER	24,000								0
15	SPECIALTIES	34,000								0
16	METAL BUILDING-MATERIAL	610,000		610,000				610,000	100%	61,000
17	METAL BUILDING-INSULATION	85,000		85,000				85,000	100%	8,500
18	METAL BUILDING-ERECTION	340,000		300,000		10,000		310,000	91%	31,000
19	FIRE SPRINKLER	130,000		10,000		55,000		65,000	50%	6,500
20	HVAC	290,000		110,000		20,000		130,000	45%	13,000
21	PIPING	300,000		220,000		40,000		260,000	87%	26,000
22	ELECTRICAL	399,000		160,000		30,000		190,000	48%	19,000
23	PAYMENT & PERFORMANCE BOND	25,000		25,000				25,000	100%	2,500
24	GENERAL CONDITIONS	280,000		120,000		20,000		140,000	50%	14,000
25	CHANGE ORDER #1	342,893		120,000		60,000		180,000	52%	18,000
26	CHANGE ORDER #2	239,337		60,000		20,000		80,000	33%	8,000
27	CHANGE ORDER #3	4,313								0
GRAND TOTALS		4,558,543		2,495,000		280,000		2,775,000	61%	277,500



Memo

To: Mr. Craig Gies
Sampson Construction Co., Inc
3730 South 14th Street
Lincoln, Nebraska 68502

From: Chad Vogel

CC: **Matt Metcalf - Principal in Charge, Davis Design, Inc.**
Leroy Svatora - Project Architect, Davis Design, Inc.
Chad Vogel - Construction Administrator, Davis Design Inc.
Joseph McDermott - Executive Director, State Fair Park
Jon Thomas - Village Development LLC
Nate Kastens - Project Manager, Sampson Construction Co., Inc.
Wayne Galloway - Project Manager, Sampson Construction Co., Inc.

Date: 1/22/2010
Re: State Fair Park - Fonner Park - Grand Island, Nebraska
Davis Design Project No. 08-0192

Comments:

Craig,

This memo is to acknowledge the receipt and review of your Change Order Request 0008 dated December 17, 2009.

The amount of \$2,264.00 has been authorized by the Owner.

We are hereby giving you a notice to proceed on the scope of work required. A Comprehensive Change Order will be issue in the near future.

Please contact me if you have any questions and or concerns regarding this proposal request.

Sincerely:

Davis Design

A handwritten signature in black ink, appearing to read "Chad Vogel".

Chad Vogel
Construction Administrator

Sampson Construction Co., Inc.

3730 South 14th Street

Lincoln, NE 68502

Phone: (402) 434-5450

Fax: (402) 434-5466

CHANGE ORDER REQUEST

No. 00008

TITLE: EB3 RFI #3 - Vestibule Lap Ceiling

DATE: 12/3/2009

PROJECT: State Fair Park-Fonner Park

JOB: 09028

TO: Davis Design
211 North 14th Street
Lincoln, NE 68508

CONTRACT NO: 3

Response is required within 30 days to
avoid schedule/cost implications.

ATTN: Chad Vogel

DESCRIPTION OF PROPOSAL

Per RFI #EB3-003 dated 10/30/09. The cost to added LAP ceiling in the east and west vestibules of Corridor 103, Corridor 121, and east vestibule of Corridor 123 at 15'-6" AFF and at 9'-0" AFF at the west end of Corridor 123.

Item	Description	Net Amount
00001	T-C Ceilings	\$1,900.00
00002	General Conditions	\$133.00
00003	Overhead @ 5%	\$102.00
00004	Profit @ 5%	\$107.00
00005	Bond @ 1%	\$22.00
Total:		\$2,264.00

APPROVAL: By: 

Craig Glos

Date: 12/11/2009

By: 

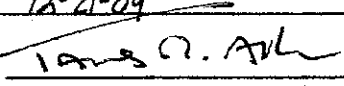
Joseph McDermott

Date: 12/30/09

By: 

Chad Vogel

Date: 12-21-09

By: 

Tam Allan

Date: 01/04/10

CHANGE ORDER REQUEST WORKSHEET

[illegible]

Sampson Labor/Material/Equipment			
Description	Value		
Labor			
Equipment			
Small Tools			
Supervision			
General Conditions	\$133		
Subtotal Sampson	\$133		
Subcontractors/Suppliers			
Name	Scope/Description	Value	Sales Tax?
	T-C Ceilings		\$1,900
			\$0
			\$0
Subtotal Subcontractors/Suppliers		\$1,900	
Subtotal		\$	2,033
Overhead	5%	\$	102
Profit	5%	\$	107
Subtotal		\$	2,241
Bond	1.00%	\$	22
Total Change Order Request		\$	2,264

Requested additional days to contract _____ days

Contingency Fund
Adjustment Y / N

Reviewed by:

Date: _____

Sampson Construction Co., Inc.

119 Central Avenue

Kearney, NE 68847

Phone: (308) 865-9104

Fax: (308) 865-1381

REQUEST FOR INFORMATION

No. EB3-03

TITLE: Light Fixture / Exhaust Fans Height

DATE: 10/30/2009

Willmar
T-C Ceiling
Kayl
CNS

PROJECT: State Fair Park-Fonner Park

JOB: 09028

TO: Davis Design
211 North 14th Street
Lincoln, NE 68508

ATTN: Chad Vogel

REQUIRED: 11/6/2009

PHONE: (402) 476-9700

FAX: (402) 476-9722

QUESTION:

Per WES:

1) It appears light fixtures B1 and B2 are scheduled for the east and west vestibules of Corridor 123, Corridor 103, and Corridor 121. These rooms are exposed to structure, but the specified fixtures are for an LAT grid system. Please advise.

2) Please verify the heights of the exhaust fans on the north and south endwalls near gridline L.

Requested By: Sampson Construction Co., Inc.

Date: 10/30/2009

Signed:

Nate Kastens

ANSWER:

It appears that a LAP ceiling at 15'-6" AFF in the Vestibules should work and be slightly above the wind beam and arched lintel braces on the exterior wall. The ceiling height in the Vestibule at the west end of Corridor 123 can be 9'-0" AFF because that opening does not have arched transom windows above the door.

DAVIS HAS STATED THAT LAP CEILING TO BE ADDED.

Regarding the exhaust fans on the east and west elevations I would suggest the bottom of the fans be no lower than 12' AFF.

Answered By:

Handwritten signature

Date: 11/08/09



Memo

E-mailed Response

To: Nate Kastens
Sampson Construction Co., Inc.
119 Central Avenue
Kearney, NE 68847

From: Chad Vogel

CC: Leroy Svatora, Project Architect - Davis Design, Inc.
Chad Vogel, Construction Administrator - Davis Design, Inc.

Date: 11/08/09

Re: State Fair Park - Exhibition Building #3 - Grand Island, NE
Davis Design Project No. 08-0192

Comments:

Nate:

Enclosed please find a copy of your RFI No. 03 dated October 30, 2009, with our response.

Contact our office if you have any further questions and or concerns regarding this issue.

Sincerely:

A handwritten signature in black ink, appearing to read "Chad Vogel".

Chad Vogel
Construction Administrator

T-C Ceilings, Inc.
3235 Dubuque St. P.O. Box 879
Grand Island, NE 68802

(308) 388-4954 Office
(308) 384-3998 Fax

November 16, 2009

Sampson Construction
Kearney, NE

Attn: Wayne

RE: State Fair Park Exhibition Bldg #3
RF#3
Grand Island, NE

ACOUSTICAL CEILINGS

Add
\$1,900.00

This price is to provide and install additional ceilings to corridor 103, 108 and 121 as well as both vestibules of corridor 123 using LAT-1 materials.

Please call if any questions.

Thanks,

Scott Fletcher
sfletcher@tceilings.com

All quotes not signed & returned within 45 days of quote will have to be re-quoted.
Acceptance of quote: The above prices & conditions are satisfactory and are hereby accepted.

Date of acceptance

Signature

Brad Myers

From: Nate Kastens
Sent: Wednesday, November 25, 2009 12:55 PM
To: Brad Myers
Subject: RE: EB3 RFI #3 cost
Follow Up Flag: Follow up
Flag Status: Red

No changes for WES.

Nate Kastens

Project Management

Sampson Construction Co., Inc.

119 Central Avenue | Kearney, NE 68847

D: (308) 865-9104 | C: (308) 440-0915 | F: (308) 865-1381

Visit us at: www.sampson-construction.com

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: Brad Myers
Sent: Monday, November 23, 2009 10:48 AM
To: Nate Kastens
Subject: EB3 RFI #3 cost

Hey Nate on that RFI #3 for EB3, I got the cost for T-C Ceilings to add the lap ceiling, but did any light fixtures or anyting change from Willmar? Wayne was wanting to know before we put it into a COR.

Thanks,

Brad Myers

Project Management

Sampson Construction Co., Inc.

119 Central Ave | Kearney, NE 68847

D: (308) 865-9105 | C: (402) 650-4109 | F: (308) 865-1381

Visit us at: www.sampson-construction.com

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12/3/2009



Memo

To: Mr. Craig Gies
Sampson Construction Co., Inc
3730 South 14th Street
Lincoln, Nebraska 68502

From: Chad Vogel

CC: **Matt Metcalf - Principal in Charge, Davis Design, Inc.**
Leroy Svatora - Project Architect, Davis Design, Inc.
Chad Vogel - Construction Administrator, Davis Design Inc.
Joseph McDermott - Executive Director, State Fair Park
Jon Thomas - Village Development LLC
Nate Kastens - Project Manager, Sampson Construction Co., Inc.
Wayne Gallaway - Project Manager, Sampson Construction Co., Inc.

Date: 2/23/2010

Re: State Fair Park – Fonner Park – Grand Island, Nebraska
Davis Design Project No. 08-0192

Comments:

Craig,

This memo is to acknowledge the receipt and review of your Change Order Request 0014 dated February 5, 2010.

The amount of \$2,049.00 has been authorized by the Owner.

We are hereby giving you a notice to proceed on the scope of work required. A Comprehensive Change Order will be issue in the near future.

Please contact me if you have any questions and or concerns regarding this proposal request.

Sincerely:

Davis Design

A handwritten signature in black ink, appearing to read "Chad Vogel".

Chad Vogel
Construction Administrator

Sampson Construction Co., Inc.

3730 South 14th Street

Lincoln, NE 68502

Phone: (402) 434-5450

Fax: (402) 434-5466

CHANGE ORDER REQUEST

No. 00014

TITLE: EB #3 - CPR #6R - Sheathing

DATE: 2/5/2010

PROJECT: State Fair Park-Fonner Park

JOB: 09028

TO: Davis Design
211 North 14th Street
Lincoln, NE 68508

CONTRACT NO: 3

Response is required within 30 days to
avoid schedule/cost implications.

ATTN: Chad Vogel

DESCRIPTION OF PROPOSAL

Per Davis Design EB #3 CPR #6R dated 1/25/10. The cost to add an additional 3,440 SF of metal decking at \$0.50/SF to replace plywood that was to be used for sheathing. Clarification Note: No gypsum board over metal decking is included.

Item	Description	Net Amount
00001	Sampson	\$1,720.00
00002	General Conditions	\$120.00
00003	Overhead @ 5%	\$92.00
00004	Profit @ 5%	\$97.00
00005	Bond @ 1%	\$20.00
Total:		\$2,049.00

APPROVAL: By approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

By: Craig Gies

Craig Gies

Date: 2/8/2010

By: Joseph McDermott

Joseph McDermott

Date: 2/18/10

By: Chad Vogel

Chad Vogel

Date: 02-11-10

By: Tam Allan

Tam Allan

Date: _____

CHANGE ORDER REQUEST WORKSHEET

Project Name: State Fair Park - EB #3 RFI # _____
 Job # 9028 RFP # 6R
 Title EB #3 - CPR #6R Other _____

Description of Change Per Davis Design EB #3 CPR #6R dated 1/25/10. The cost for additional metal decking at \$0.50/SF to replace plywood that was to be used for sheathing.

Clarification Note: No gypsum board over metal decking is included.

Sampson Labor/Material/Equipment			
Description			Value
Labor			
Equipment			
Small Tools			
Supervision			
General Conditions			\$120
Subtotal Sampson			\$120
Subcontractors/Suppliers			
Name	Scope/Description	Value	Sales Tax?
Sampson			\$1,720
			\$0
			\$0
Subtotal Subcontractors/Suppliers			\$1,720
Subtotal		\$	1,840
Overhead		5%	\$ 92
Profit		5%	\$ 97
Subtotal		\$	2,029
Bond		1.00%	\$ 20
Total Change Order Request		\$	2,049

Requested additional days to contract _____ days Contingency Fund Adjustment Y / N

Reviewed by: _____ Date: _____



ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

Principals:

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

SENIOR ASSOCIATES:

J. EDWARD BUKACEK, AIA
RON HACKETT, AIA
DAN L. HEMSATH
BRYCE G. JOHNSON, MS PE
MICHAEL D. MARSH, AIA
RENEE M. SHEIL
GREGORY T. SMITH, AIA

Lincoln:

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

OMAHA:

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

www.davisdesign.com

January 25, 2010

Mr. Nate Kastens
Sampson Construction Co., Inc
119 Central Avenue
Kearney, Nebraska 68847

RE: *Fonner Park – State Fair Park
Exhibition Building #3
Grand Island, Nebraska
Davis Design Project No. 08-0192*

Nate,

Enclosed please find a copy of Change Proposal Request "CPR" No.06R dated January 25, 2010.

Please submit an itemized proposal for changes in the contract sum and contract time for the proposed modifications to the Contract Documents described herein.

This is not a Change Order, Construction Change Directive or a direction to proceed with the work described in the proposed modifications.

Please give me a call if you have any questions in regards to this proposal request.

Sincerely,

DAVIS DESIGN

Chad Vogel
Construction Administrator

Enclosure

cc: Matt Metcalf – Principal in Charge, Davis Design, Inc.
Leroy Svatora – Project Architect, Davis Design Inc.
Chad Vogel – Construction Administrator Davis Design, Inc.
Jon Thomas – Village Development LLC
Wayne Gallaway – Project Manager, Sampson Construction Co., Inc.
Craig Gies – Executive Team, Sampson Construction Co., Inc.



CHANGE PROPOSAL REQUEST (CPR)

Project: **Fonner Park – State Fair Park**
Exhibition Building #3
Grand Island, Nebraska

CPR No. **06R**
Date: **January 25, 2010**

Architect Project No. **08-0192**

General Contractor: **Sampson Construction Co., Inc.**
119 Central Avenue
Kearney, Nebraska 68847

Description of proposed change(s):

Due to the building type being noncombustible, plywood is not allowed to be used for sheathing. Please provide pricing to use 9/16, 28 ga, type "C" metal decking. Additionally, where shown within the contract documents to install 5/8" gypsum board over 3/4" plywood, the plywood should be eliminated and only the 5/8" gypsum installed to protect the rigid insulation. Any other plywood used for sheathing in walls needs to be fire retardant.

All work shall be in accordance with the terms, stipulations and conditions of the original contract.

BY: _____

Chad Vogel
Chad Vogel
Construction Administrator

Date: **January 25, 2010**

Davis Design
211 North 14th Street
Lincoln, Nebraska 68508

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 017

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	\$3,367.12	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: Mary Lou Brown
Title: Finance Director
Date: 4/20/10

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 APR 08 2010

Invoice number 13938
March 31, 2010ARCHITECTURE
ENGINEERING
INTERIOR DESIGNSTATE FAIR PARK
GRAND ISLAND, NEBRASKA
70,000 S.F. EXHIBITION BUILDING
PROJECT NO.: 08-0192

Principals:

JON P. DALTON, PE
MATTHEW C. METCALF, AIA
WADE W. STANGE, AIA
MICHAEL A. WACHAL, PEMR. JOSEPH MCDERMOTT
STATE FAIR PARK BOARD OFFICE
P.O. BOX 1387
GRAND ISLAND, NE 68802-1387

Associate Principal:

MICHAEL D. MARSH, AIA

Senior Associates:

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

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

Fee: \$ 182,259.76

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	63.63 %	23,194.38
Total Billed			169,002.19
Fee previously billed			165,688.70
Current fee billing			3,313.49

Reimbursable
Travel

Cost	Mult	Amount
48.75	1.10	53.63
Reimbursable subtotal		53.63

PLEASE PAY THIS AMOUNT

3,367.12

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 Grand Island 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
03/16/10	Chad Vogel	0.25	\$ 97.50	\$ 24.38
03/22/10	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

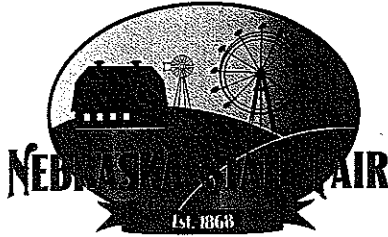
Date	# of pages	Purpose	Type	Size	Quantity	Cost per page	Total Cost
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						Total	\$ -

US Postal Service Expenses

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

Express Shipping Expenses

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



April 16, 2010

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

Dear Ms. Brown,

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

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

Thank you,

A handwritten signature in black ink that reads "Joseph A. McDermott". The signature is written in a cursive, flowing style.

Joseph McDermott
Executive Director