



City of Grand Island

Tuesday, June 08, 2010

Council Session

Item J3

Approving Payment of Claims for the Period of May 26, 2010 through June 8, 2010 for the State Fair Recreation Building

The Claims for the Period of May 26, 2010 through June 8, 2010 for the State Fair Recreational Building for the following requisitions:

#19 \$4,677.04

#20 \$ 100.51

TOTAL \$4,777.55

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement
(FORM OF PAYMENT REQUEST)

Payment Request No. 019

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	\$4,677.04	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: 5/28/10

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)



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

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

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

Invoice number 14075
April 30, 2010

original contract value 3,972,000
change order #01 342,893
02 239,337
0000 2,264
2049 ✓
1311 ✓
27,061 ✓
4,586,915

Estimated Construction Cost: \$ 4,586,915.00
Percent of Construction Cost: 4.00

Fee: \$ 183,476.60

Phase	Contract Amount	Percent Complete	Total Billed
Schematic Design	18,347.66	100.00 %	18,347.66
Design Development	45,869.15	100.00 %	45,869.15
Contract Documents	82,564.47	100.00 %	82,564.47
Bidding/Construction Admin.	36,695.32	72.66 %	26,662.82

Total Billed	173,444.10
Fee previously billed	169,002.19
Current fee billing	4,441.91

Reimbursable	Cost	Mult	Amount
Film and Film Processing	165.00	1.10	181.50
Travel	48.75	1.10	53.63
Reimbursable subtotal			235.13

PLEASE PAY THIS AMOUNT

4,677.04

FOR THE FIRM

MATTHEW C. METCALF
DAVIS DESIGN



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

REIMBURSABLE EXPENSES WORKSHEET

Project Information

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

SUMMARY OF EXPENSES

Travel Expenses	\$	48.75
Print Log Expenses	\$	-
Film Processing Expenses	\$	165.00
In-House Copy Expenses	\$	-
US Postal Service Expenses	\$	-
Express Shipping Expenses	\$	-
Total Expenses	\$	213.75

Travel Expenses

Date	Person(s) Traveling	# of Trips	Cost per trip	Total Cost
03/30/10	Chad Vogel	0.25	\$ 97.50	\$ 24.38
04/13/10	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
02/02/10	DD Photo Processing	CV	22	\$ 1.10	\$ 24.20
02/16/10	DD Photo Processing	CV	32	\$ 1.10	\$ 35.20
03/02/10	DD Photo Processing	CV	25	\$ 1.10	\$ 27.50
03/16/10	DD Photo Processing	CV	34	\$ 1.10	\$ 37.40
03/30/10	DD Photo Processing	CV	17	\$ 1.10	\$ 18.70
04/13/10	DD Photo Processing	CV	20	\$ 1.10	\$ 22.00
				Total	\$ 165.00

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	\$ -



REC'D MAY 14 2010

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

Principals:

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

Associate Principal:

MICHAEL D. MARSH, AIA

Senior Associates:

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

May 12, 2010

Mr. Joseph McDermott
State Fair Park Board Office
P.O. Box 1387
Grand Island, NE 68802-1387

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

Dear Joseph:

Enclosed please find a revised invoice for the above referenced project. The original invoice included an error (typo) in the Estimated Construction Cost.

If you have any questions or need anything else, please contact our office. We apologize for any inconvenience this may cause.

Sincerely,

DAVIS DESIGN

Renee M. Sheil, Senior Associate
Financial Coordinator

Enclosure

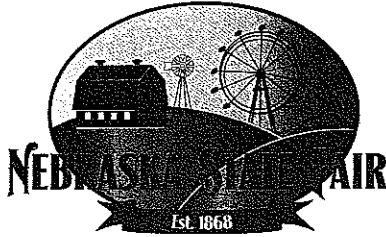
Lincoln:

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OMAHA:

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

www.davisdesign.com



May 17, 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 cursive script that reads "Joseph X. McDermott".

Joseph McDermott
Executive Director

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 020

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>
City of Grand Island	100 East 1 st Street, PO Box 1968, Grand Island, NE 68802	\$100.51	Annual charge for private fire protection

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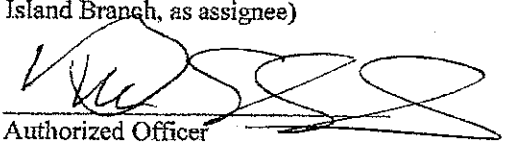
(b) an insurance certificate showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Jane Brown
Title: Finance Director
Date: May 25, 2010

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)



Utilities Department 100 E 1st St, PO Box 1968
Grand Island NE 68802-1968 (308) 385-5480
www.grand-island.com

ACCOUNT NUMBER: 086-45000-4

BILLING DATE: 5/24/2010

AMOUNT DUE
100.51

SERVICE ADDRESS:
FONNER PARK RD

PAYMENT DUE BY 6/16/2010

STATE FAIR PARK EXHIBITION BLDG
CITY OF GRAND ISLAND / PARKS
PO BOX 1968
GRAND ISLAND NE 68802

P O BOX 1968
GRAND ISLAND NE 68802-1968

AMOUNT PAID _____

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT 100 E 1st ST, PO BOX 1968
GRAND ISLAND NE 68802-1968 (308) 385-5480 www.grand-island.com

ELECTRIC BILLING:

PRESENT	PREVIOUS	CONSUMPTION
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ACCOUNT NUMBER: 086-45000-4
STATE FAIR PARK EXHIBITION BLDG
CITY OF GRAND ISLAND / PARKS
FONNER PARK RD
PO BOX 1968
GRAND ISLAND NE 68802

BILLING DATE: 5/24/2010
LAST READ DATE: 5/14/2010
PRIOR READ DATE: 4/14/2010
DAYS IN BILLING CYCLE: 30
ENERGY COST PER DAY: .00
TOTAL UTILITY COST PER DAY: .22

WATER/SEWER BILLING:

PRESENT	PREVIOUS	CONSUMPTION
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WATER CHARGE	.00
FEDERAL CLEAN WATER ACT	.00
PRIVATE FIRE PROTECTION	93.93
WATER SALES TAX	6.58

EST. NOTE: Private Fire Protection is an annual charge for private fire systems connected to City water mains for the period of May 1, 2010 thru April 30, 2011.

CURRENT CHARGES 100.51

If you pay by check, we may process as an electronic fund transfer. You will not get your check back from your bank. Funds may be debited from your bank account the same day you pay your bill.

TOTAL AMOUNT DUE 100.51