City of Grand Island

Tuesday, June 22, 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, June 22, 2010
Council Session

Item C1

Proclamation "Veteran Appreciation Week" June 30 - July 6, 2010

On July 1st thru July 6th, 2010 the Vietnam Traveling Memorial Wall will be here in Grand Island in appreciation and to pay tribute for the valor, service and sacrifice of all veterans, especially those who served during the Vietnam War. The Mayor has proclaimed the week of June 30th through July 6th, 2010 as "Veteran Appreciation Week". See attached PROCLAMATION.

Staff Contact: Mayor Hornady

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

PROCLAMATION

WHEREAS, the people of Grand Island have a long standing appreciation for the valor, service and sacrifice of veterans and acknowledge the impact of their service on the lives of family members, neighbors and friends in this community; and

WHEREAS, Grand Island's long standing history of veteran service is well documented with appreciation to those who served and never returned and many who's lives were forever altered from the Civil War, the War to end all Wars, World War II, the Korean and Vietnam Wars and Gulf War deployments around the world to Iraq and Afghanistan and countless others by air, land and sea in support of the Untied States; and

WHEREAS, service has been long demonstrated over the years from the Hall County Cornhusker Ammunition Plant, Hall County Veterans Service Office, Red Cross, care at the Nebraska Veterans Home and the VA Hospital, the long standing presence of the Nebraska National Guard and this City's unique pledge of support to the mission of the Nebraska Army Aviation Facility and a new armory soon to be under construction; and

WHEREAS, Grand Island will be the Nebraska destination this fourth of July weekend to pay tribute to liberty and service of all veterans and especially those who's service may have been unappreciated during the Vietnam War as the Veterans Club and Hall County Veterans Park will host the Vietnam Traveling Memorial Wall...a nearly 300 foot replica of the Vietnam Veterans Memorial and over 58,000 men and women we lost in the Vietnam War, including seven from Hall County and 388 others from Nebraska; and

WHEREAS, the Vietnam Traveling Memorial Wall is a free, public event by volunteers, round the clock, do so to provide a means for others to witness its display July 1st thru July 6th.

NOW, THEREFORE, I, Margaret Hornady, Mayor of the proud City of Grand Island, Nebraska, do hereby proclaim the week of June 30th through July 6th, 2010 as

"VETERAN APPRECIATION WEEK"

in the City of Grand Island in observance of hosting the Vietnam Traveling Memorial Wall in our community and urge others to attend it and remind us…"We Will Never Forget".

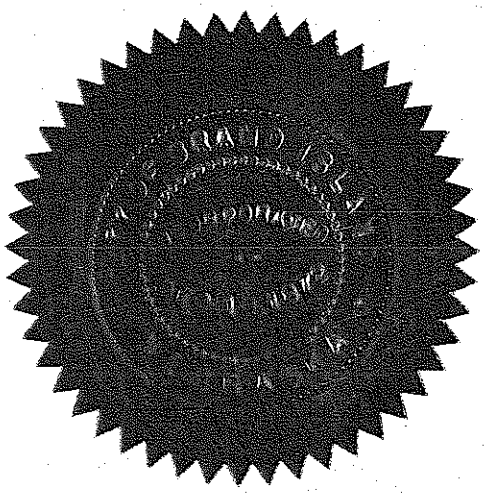
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-second day of June in the year of our Lord Two Thousand and Ten.

Margaret Hornady

Margaret Hornady, Mayor

Attest: RaNae Edwards

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 22, 2010
Council Session

Item C2

Recognition of 2009-2010 Community Youth Council

The Mayor and City Council will recognize the hard work and many hours contributed by the Community Youth Council to the community of Grand Island through sponsored and collaborative events. A short presentation will be given regarding the highlights of the 2009-10 Community Youth Council year. All youth and adult members will be recognized with a certificate and a special gift will be given to the seniors that just graduated. Congratulations on a successful year.

Staff Contact: Mayor Hornady

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item C3

Presentation of the 2009-2013 Housing Market Study

Chad Nabity, Regional Planning Director will present a summary of the 2009-2013 Housing Market Study.

Staff Contact: Chad Nabity

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item E1

Public Hearing on Zoning Change for Land Located North of Faidley Avenue and West of Diers Avenue, Lot 1 and Outlot A of Crane Valley 7th Subdivision from B2 – General Commercial to RD – Residential Development

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: June 22, 2010

Subject: Rezone B2 to Amended RD Zone – 3604 Faidley Avenue

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

Presenter(s): Chad Nabity, Regional Planning Director

Background

To rezone the proposed Lot 1 and Outlot A of Crane Valley 7th Subdivision approximately 7.25 acres of land north of Faidley Avenue and west of Diers Avenue from B2-General Commercial to RD- Residential Development Zone, in the City of Grand Island.

Discussion

Nabity explained this request is in general conformance with the City's Comprehensive Land Use Plan: This particular site is designated as commercial within the plan but adjacent properties are medium density residential to office uses. Residential uses are often found in and adjacent to most of the commercial zones in Grand Island. Higher density residential uses such as this are not uncommon.

Uses would be consistent with the level of service intended for Faidley Avenue: Faidley Avenue exceeds the minimum standards for a commercial street and is intended to function as an arterial street. Apartments using Faidley as a primary street would be appropriate.

The developer is proposing to build eight apartment buildings with eight dwelling units in each building on this site (64 units total). At the proposed density, this development would be 8.8 units per acre or 1 unit for every 4950 square feet. This is significantly less development than could be allowed in a B2 or RO or even R4 or R3 district. This development provides for public utilities within the development. Road access from Faidley Avenue into the development splits to provide a circular access pattern to the apartments. The access to the apartments north of Faidley would be a private drive not a public street.

This development was approved by the Grand Island City Council in the spring of 2003. The developers did not move forward with the project and the RD zone expired in 2005 and the

property was rezoned to the original B2 zoning district. The developers are requesting that the development be considered for approval again at this time.
Sewer and Water are available.

A motion was made by Snodgrass and seconded by Reynolds to approve the amended rezone as presented. A roll call vote was taken and the motion passed with 9 members present (Aguilar, Amick, O'Neill, Ruge, Hayes, Reynolds, Bredthauer, Connelly, Snodgreass) voting in favor and no members present abstaining.

Alternatives

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

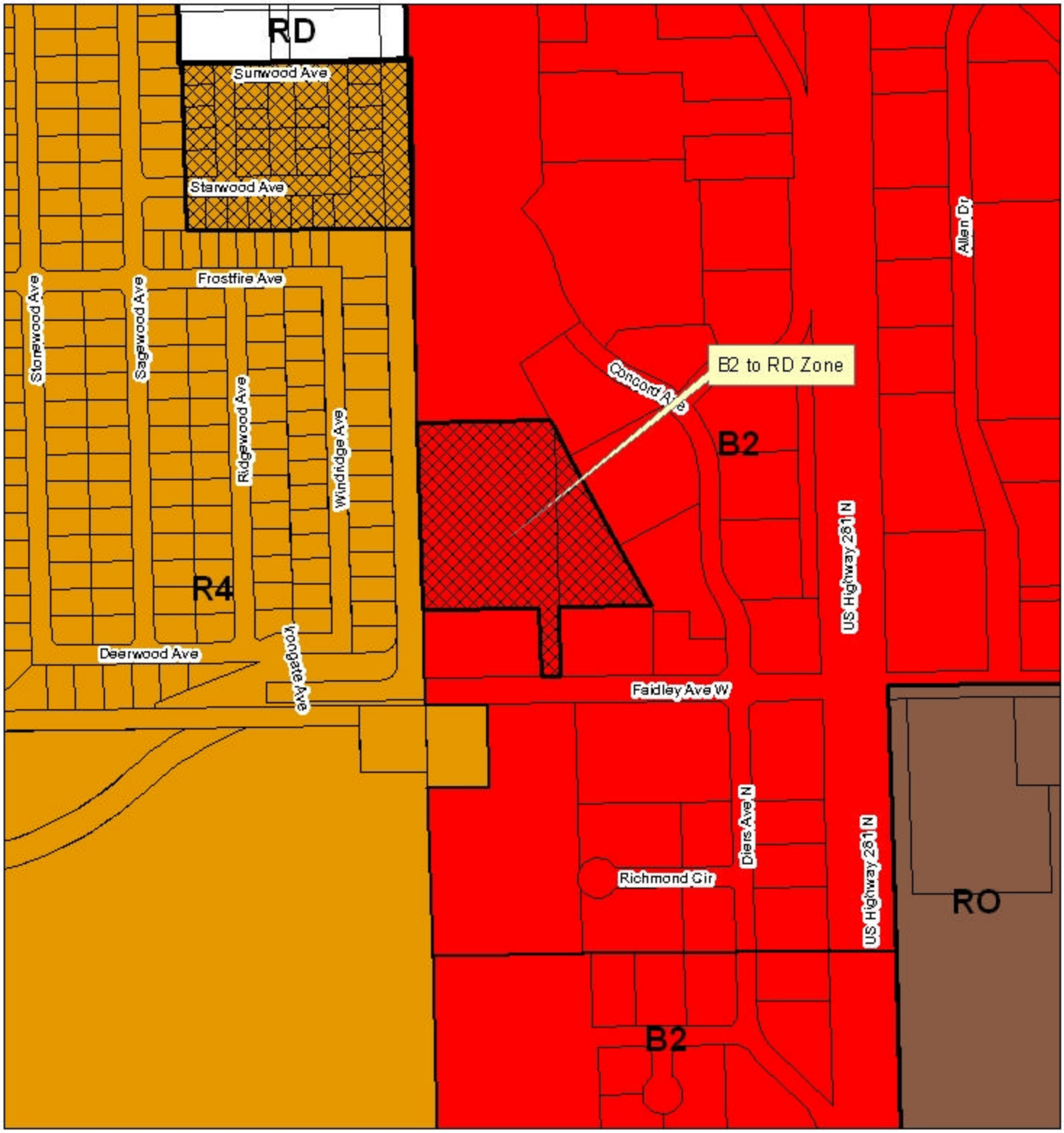
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the amended rezone as presented.

Sample Motion

Move to approve as recommended.



Requested Zoning

Scale : NONE

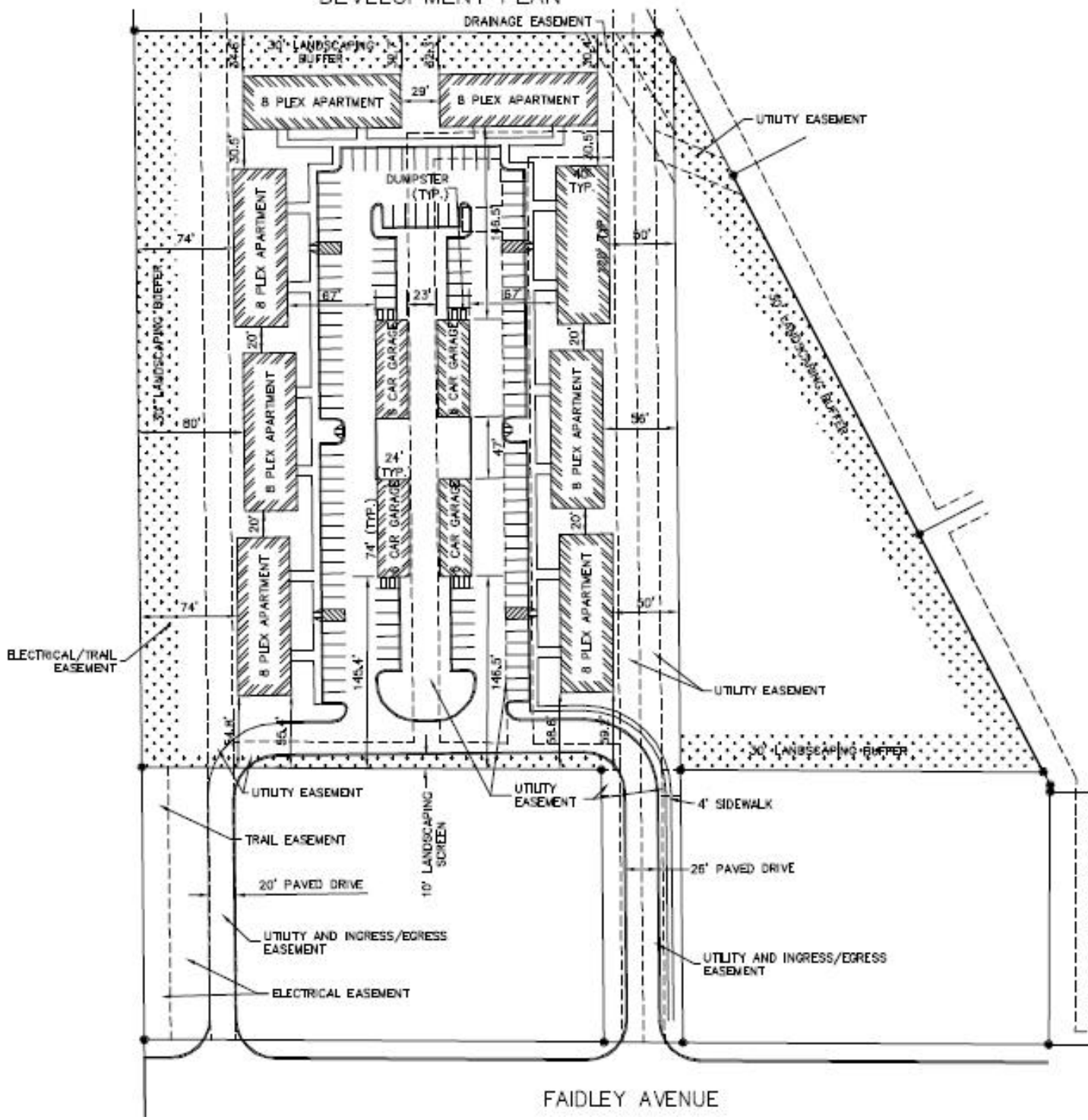
C-16-2010GI

From B2 : General Business Zone

to RD : Residential Development Zone

CRANE VALLEY 7TH SUBDIVISION

DEVELOPMENT PLAN



City of Grand Island

Tuesday, June 22, 2010
Council Session

Item E2

Public Hearing on Acquisition of Real Estate Located at the Southeast Corner of First Street and Sycamore Street

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: June 22, 2010

Subject: Acquisition of Property – South First Street East of Sycamore Street – Community Redevelopment Authority

Item #'s: E-2, F-1 & G-3

Presenter(s): Chad Nabity, CRA Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Grand Island Community Redevelopment Authority has purchased and demolished structures on property locate in close proximity to the Grand Island City Hall. It would be in the best long term interests of the City to maintain ownership of that property. The CRA has declared the property surplus and has sought development proposals on the property but has received none. A map of both the CRA property and the City property is attached.

Discussion

The City owns property adjacent to the old Fire Station 1 that is in Redevelopment Area 1. This property could be swapped for the properties near City Hall owned by the CRA. The CRA is currently paying to have the property near City Hall maintained and the City is responsible for maintenance of the property near the old fire station. City Hall staff could maintain the property across the street from City Hall and the CRA could seek redevelopment proposals on the old fire station property.

This proposed swap would trade 2 lots owned by the City and declared surplus south of Koenig Street and fronting onto Pine Street for almost 3 lots south of First Street and east of Sycamore owned by the Community Redevelopment Authority. Council also has an ordinance to consider that would authorize the trade of these properties.

Alternatives

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

1. Make a motion to approve
2. Refer the issue to a Committee

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

Recommendation

City Administration recommends that the Council approve resolution for the acquisition of the property.

Sample Motion

Move to approve acquisition of the property.

LOCATION MAP

LOCATION MAP

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item E3

Public Hearing on Changes to Chapter 36 of the Grand Island City Code Relative to Wireless Communications Tower Regulations

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: June 22, 2010

Subject: Concerning Amendments to the Zoning Ordinance for the City of Grand Island and its 2 Mile Extra-Territorial Jurisdiction (C-14-2010All)

Item #'s: E-3

Presenter(s): Chad Nabity, AICP

Background

This item was the subject of a public hearing at the June 8th meeting of the Grand Island City Council and a study session before the City Council on June 15th. This hearing was advertised prior to the study session on June 15th. The primary purpose of this hearing is enter into the record the minutes of the June 15, 2010 study session relative to any future action on this item.

Public comment may be received during the hearing. A copy of the materials related to this hearing is available from the Hall County Regional Planning Commission and on the Grand Island Web Site www.grand-island.com under the Council Agendas section of the website for the meetings on June 8th and June 15th of 2010.

The proposed regulations would amend the Wireless Tower Regulations for the City of Grand Island (Article XI). The complete background and discussion of these regulation changes is attached in the Planning Directors Report to the Planning Commission. Actions taken at this meeting relative to these changes should include:

Action

There is no action item on the Council Agenda relative to this item. Action items will be forwarded to Council at some point in the future and a new public hearing will be held.

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item F1

#9263 - Consideration of Conveyance of Property Located South of Old Fire Station 1 (Lots 10 and 11 of Campbell's Subdivision)

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

Staff Contact: Chad Nabity

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9263

An ordinance for the exchange of real estate between the City of Grand Island, Hall County, Nebraska, and the Community Redevelopment Authority for the City of Grand Island, Hall County, Nebraska; to provide for the filing of this Ordinance in the office of the Register of Deeds of Hall County, Nebraska; and to provide for publication and the effective date of this Ordinance.

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

SECTION 1. The City of Grand Island currently owns and has declared as surplus within the City of Grand Island, Hall County, Nebraska, property which it wishes to exchange with the Community Redevelopment Authority for real estate located closer to the City Hall property for the City of Grand Island, Hall County, Nebraska, which would better serve the City's long-term interests and allow for the Community Redevelopment Authority to market and dispose of lots under its authority, which would serve the best interests of both entities. The property is more particularly described as follows:

LOTS TEN AND ELEVEN (10 & 11) OF CAMPBELL'S SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

SECTION 2. The real estate owned by the Community Redevelopment Authority which shall be transferred to the City of Grand Island in exchange for the above-described Lots Ten

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

(10) and Eleven (11) of Campbell's Subdivision in the City of Grand Island, Hall County, Nebraska is more particularly described as follows:

> ALL OF LOTS THREE AND FOUR (3 & 4) IN BLOCK NINETY-TWO (92) IN THE ORIGINAL TOWN, NOW CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; AND
>
> ALL OF LOT TWO (2), EXCEPT THE EASTERLY SIX (6.0) FEET OF THE NORTHERLY ONE HUNDRED THREE (103.0) FEET OF THE EASTERLY THIRTY-SEVEN (37.0) FEET OF THE SOUTHERLY TWENTY-NINE (29.0) FEET THEREOF IN BLOCK NINETY-TWO (92) IN THE ORIGINAL TOWN, NOW CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

SECTION 3. The title to the property shall be exchanged between the City of Grand Island and the Community Redevelopment Authority upon the filing of the appropriate deeds to the real estate.

SECTION 4. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 5. 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: June 22, 2010.

_____
Margaret Hornady, Mayor

Attest:

_____
RaNae Edwards, City Clerk

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item F2

#9264 - Consideration of Zoning Change for Land Located North of Faidley Avenue and West of Diers Avenue, Lot 1 and Outlot A of Crane Valley 7th Subdivision from B2 - General Commercial to RD - Residential Development

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9264

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising all of Lot One (1) and Outlot A, Crane Valley 7th Subdivision in the City of Grand Island, Hall County, Nebraska, from B2-General Business Zone to RD-Residential Development Zone; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-7; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on June 2, 2010, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Board of Education of School District No. 2 in Hall County, Nebraska; and

WHEREAS, after public hearing on June 22, 2010, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from B2-General Business Zone to RD-Residential Development Zone:

> All of Lot One (1) and Outlot A, Crane Valley 7th Subdivision in the City of Grand Island, Hall County, Nebraska.

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-7 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

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

Enacted: June 22, 2010.

_____
Margaret Hornady, Mayor

Attest:

_____
RaNae Edwards, City Clerk

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G1

Approving Minutes of June 8, 2010 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
June 8, 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 June 8, 2010. Notice of the meeting was given in *The Grand Island Independent* on June 2, 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, Nickerson, Zapata, 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 Michael Hollman and Aaron Oswald. Introduced were Boy Scout Troops #1 and #7. Mayor Hornady shared a sample check of the volunteer hours totaling $35,476.28 from the Volunteer Teacher Association. Also mentioned was the Hope Harbor Charity Shoot – June 12, 2010 at the Heartland Public Shooting Park.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "20th Anniversary Americans with Disabilities Act". Mayor Hornady proclaimed July 26, 2010 as the "20th Anniversary – Americans with Disabilities Act".

Proclamation "30th Anniversary of the Grand Island Tornadoes" June 3, 2010. Mayor Hornady proclaimed the "30th Anniversary of the Grand Island Tornadoes" June 3, 2010. Jon Rosenlund, Emergency Management Director was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Request from Full Circle Venue LLC dba Full Circle Venue, 1010 Diers Avenue, Suite #4 for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "C" Liquor License had been received from Full Circle Venue LLC dba Full Circle Venue, 1010 Diers Avenue, Suite #4. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on May 14, 2010; notice to the general public of date, time, and place of hearing published on May 29, 2010; notice to the applicant of date, time, and place of hearing mailed on May 18 2010; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request from Myriam Alvarez dba El Trancaso, 413 West 4th Street for a Class "I" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "I" Liquor License had been received from Myriam Alvarez dba El Trancaso, 413 West 4th Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor

Control Commission and received by the City on May 19, 2010; notice to the general public of date, time, and place of hearing published on May 29, 2010; notice to the applicant of date, time, and place of hearing mailed on May 19 2010; along with Chapter 4 of the City Code. Staff made no recommended. John Boehm, Attorney representing Myriam Alvarez spoke in support. No further public testimony was heard.

Public Hearing on Request from Aurora Cooperative for a Conditional Use Permit for Bulk Fuel, Propane and Anhydrous Ammonia Storage Located at 4415 East Highway 30. Craig Lewis, Building Department Director reported that Aurora Cooperative had requested a Conditional Use Permit for the construction of a bulk fuel storage facility and storage of anhydrous ammonia at 4155 East Highway 30. This request would relocate the existing bulk fuel and propane storage from 1104 S. Lincoln Street to the new location outside the City limits but within the two mile zoning jurisdiction. Staff recommended approval. Dan Lau, 2550 N. Gunbarrel Road spoke in opposition. Don Engel, Gibbon, Nebraska representing Aurora Cooperative spoke in support. No further public testimony was heard.

Public Hearing on Request from Olsson Associates on behalf of the Nebraska State Fair, with Hall Co. Livestock Improvement Assn. (Fonner Park) for a Conditional Use Permit for Recreation Vehicle (RV) Park Located at 700 East Stolley Park Road. Craig Lewis, Building Department Director reported that Olsson Associates on behalf of the Nebraska State Fair, with Hall Co. Livestock Improvement Assn. (Fonner Park) had requested a Conditional Use Permit for a Recreation Vehicle (RV) Park located at 700 East Stolley Park Road. Staff recommended approval with the following conditions:

1) All interior roads and streets shall be improved to the design standards as identified in section 36-96(G), permanent, dust-free like asphalt, concrete or paving brick.

2) Annual inspection shall be conducted by the Building Department to check compliance with City Codes; conditions imposed, and adopted building, plumbing, electrical, and fire codes.

3) A 90 day time limit on the maximum allowable stay shall be imposed on all recreational vehicles and campers in the campground. No RV shall be allowed to remain longer than a 90 day consecutive period.

4) The size of any propane tank or other fuel container shall be limited to original equipment supplied by the manufacture; no additional or external tanks shall be permitted.

5) No skirting of any kind shall be allowed to be utilized with any recreational vehicle or camper within the camp grounds.

6) Use be limited to the State Fair only until such time as all of the required improvements and conditions established by the City Council are completed.

No public testimony was heard.

Public Hearing on Request from Prudent Technologies, Inc. for a Conditional Use Permit for a Temporary Office Construction Trailer Located at 3304 S. Engleman Road. Craig Lewis, Building Department Director reported that Prudent Technologies, Inc. had requested a Conditional Use Permit for the temporary placement of an office trailer at 3304 S. Engleman Road. The office trailer would facilitate operations for a groundwater remediation project. Staff recommended approval for a two year period. Mark Snyder representing Prudent Technologies spoke in support. No further public testimony was heard.

Public Hearing on Application for Edward Byrne Memorial Justice Assistance Grant (JAG) 2010. Steve Lamken, Police Chief reported that Grand Island Police Department and Hall County Sheriff's Department were eligible to receive Justice Assistance Grant money in the amount of $23,621.00 and $7,873.00 respectively. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Along the South Side of Pioneer Blvd., West of Blaine Street (Kenmare Owners Association). Gary Mader, Utilities Director reported that a utility easement was needed along the south side of Pioneer Blvd., west of Blaine Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Staff recommended approval. No public testimony was heard.

Public Hearing on Changes to Chapter 36 of the Grand Island City Code Relative to Wireless Communications Tower Regulations. Chad Nabity, Regional Planning Director reported that proposed regulations would amend the Wireless Tower Regulations in Section 36-168 of the Grand Island City Code. Staff recommended approval. Bob Naumann representing the Center for Municipal Solutions spoke in support. No further public testimony was heard.

ORDINANCES:

> #9262 – Consideration of Changes to Chapter 36 of the Grand Island City Code Relative to Wireless Communications Tower Regulations

Motion by Meyer, second by Dugan to move Ordinance #9262 to the next available Study Session. Upon roll call vote, Councilmember's Meyer, Niemann, Gilbert, Haase, Dugan, Ramsey, Zapata, Nickerson, and Gericke voted aye. Councilmember Carney voted no. Motion adopted.

CONSENT AGENDA:. Consent agenda items G-6 and G-9 were pulled from the agenda. Motion by Zapata, second by Nickerson to approve the Consent Agenda excluding items G-6 and G-9. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of May 25, 2010 City Council Regular Meeting.

#2010-147 – Approving Final Plat and Subdivision Agreement for Woodland Park Eleventh Subdivision. It was noted that Hastings Ventures, LLC, owners had submitted the Final Plat and Subdivision Agreement for Woodland Park Eleventh Subdivision for the purpose of creating 11 lots on a tract of land comprising a part of Outlot A of Woodland Park Tenth Subdivision comprising of approximately 4.317 acres.

#2010-148 – Approving Application for Edward Byrne Memorial Justices Assistance Grant (JAG) 2010.

#2010-149 – Approving Certificate of Final Completion for Water Main Project 2009-W-3 – Alda Water Line with Van Kirk Brothers Contracting of Sutton, Nebraska.

#2010-150 – Approving Acquisition of Utility Easement Located Along the South Side of Pioneer Blvd., West of Blaine Street (Kenmare Owners Association).

#2010-151 – Approving Designation of Mc2 as the Sole Source Provider for Fluid Dynamics Parts at the Wastewater Treatment Plant. This item was pulled from the agenda.

#2010-152 – Approving Advertising Contract with the Grand Island Independent in an Amount of $20,000 from June 1, 2010 through May 31, 2011.

#2010-153 – Approving Renewal of Pioneer Consortium Interlocal Agreement for Library Services with the City of Bellevue, City of Gretna, City of Holdrege, City of Lincoln, City of Omaha, and City of St. Paul, Nebraska from May 1, 2010 to April 30, 2011.

#2010-154 – Approving Contract with Center for Municipal Solutions Regarding Communications Towers. This item was pulled from the agenda.

REQUESTS AND REFERRALS:

Consideration of Request from Aurora Cooperative for a Conditional Use Permit for Bulk Fuel, Propane and Anhydrous Ammonia Storage Located at 4415 East Highway 30. This item is related to the aforementioned Public Hearing.

Discussion was held regarding safety concerns with storing anhydrous ammonia. Don Engel reported Aurora Cooperative had no safety problems or violations with storing anhydrous ammonia and stated the Fire Marshall regulated these sites.

Motion by Meyer, second by Ramsey to approve the request from Aurora Cooperative for a Conditional Use Permit for Bulk Fuel, Propane and Anhydrous Ammonia storage located at 4415 East Highway 39. Upon roll call vote, Councilmember's Meyer, Niemann, Gilbert, Haase, Dugan, Ramsey, Zapata, Nickerson, and Gericke voted aye. Councilmember Carney voted no. Motion adopted.

Consideration of Request from Olsson Associates on behalf of the Nebraska State Fair, with Hall Co. Livestock Improvement Assn. (Fonner Park) for a Conditional Use Permit for Recreation Vehicle (RV) Park Located at 700 East Stolley Park Road. This item is related to the aforementioned Public Hearing.

Discussion was held on the length of use for this year, drainage ditch, and dust control. Craig Lewis, Building Department Director stated the length of use for the RV Park was for this years State Fair until further improvements could be made.

Motion by Ramsey, second by Zapata to approve the request from Olsson Associates on behalf of the Nebraska State Fair, with Hall Co. Livestock Improvement Assn. (Fonner Park) for a Conditional Use Permit for Recreation Vehicle (RV) Park located at 700 East Stolley Park Road with conditions as set out by City staff. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Request from Prudent Technologies, Inc. for a Conditional Use Permit for a Temporary Office Construction Trailer Located at 2204 S. Engleman Road. This item is related to the aforementioned Public Hearing.

Motion by Dugan, second by Niemann to approve the request from Prudent Technologies, Inc. for a Conditional Use Permit for a temporary office construction trailer located at 3304 S. Engleman Road for a two year period. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2010-155 – Consideration of Request from Full Circle Venue LLC dba Full Circle Venue, 1010 Diers Avenue, Suite #4 for a Class "C" Liquor License and Liquor Manager Designation for Casey Williams, 1321 Sheridan Place. This item related to the aforementioned Public Hearing.

Motion by Ramsey, second by Gericke to approve Resolution #2010-155 contingent upon final inspections and Mr. Williams completing a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2010-156 – Consideration of Request from Myriam Alvarez dba El Trancaso, 413 West 4th Street for a Class "I" Liquor License. This item related to the aforementioned Public Hearing.

Motion by Carney, second by Gilbert to make no recommendation to the Nebraska Liquor Control Commission. Upon roll call vote, all voted aye. Motion adopted.

#2010-157 – Consideration of Updating the Personnel Rules. Brenda Sutherland, Human Resources Director reported that the proposed changes in the Personnel Rules represented three basic areas which included compliance, clarification, and policy changes. Changes included adding "genetic information", language for drug testing for cause in the event of an accident or injury, disciplinary actions, layoffs, furloughs, steps one and two be changed from six months steps to one year steps, five consecutive days for vacation, funeral leave, and tuition reimbursement.

Motion by Gericke, second by Niemann to postpone Resolution #2010-157 to the next available meeting Ms. Sutherland would be present. Upon roll call vote, Councilmember's Meyer, Niemann, Haase, Carney, and Gericke voted aye. Councilmember's Gilbert, Dugan, Ramsey, Zapata, and Nickerson voted no. Mayor Hornady voted no. Motion failed.

A lengthy discussion was held on disciplinary actions due to loss of license to perform duties, furloughs, step raises, bereavement leave, and worker's compensation claims and reporting requirements.

Motion by Dugan, second by Nickerson to approve Resolution #2010-157. Discussion was held regarding the Bereavement Leave and definitions of immediate family.

Motion by Dugan, second by Carney to amend Section 4.05 Bereavement Leave to include in the immediate family – grandchildren and grandparents. Upon roll call vote, Councilmember's Meyer, Niemann, Haase, Carney, Dugan, Zapata, Nickerson, and Gericke voted aye. Councilmember's Gilbert and Ramsey voted no. Motion adopted.

Upon roll call vote on the main motion, Councilmember's Niemann, Gilbert, Haase, Carney, Dugan, Ramsey, Zapata, and Nickerson voted aye. Councilmember's Meyer and Gericke voted no. Motion adopted.

#2010-158 – Consideration of Early Retirement Program. Brenda Sutherland, Human Resources Director reported that due to budget shortfalls and challenges in future budgets an early retirement program was proposed for those employees within 18 months of regular retirement. This program would allow employees to voluntarily leave early and receive the benefit of having the City continue to pay the employer's portion of the health insurance for the next 18 months until they qualify for Medicare.

Lewis Kent, 624 E. Meves Avenue spoke in opposition. Discussion was held on cash savings through vacancies and lower pay for the next budget year. Mary Lou Brown, Finance Director explained the break-even point which would happen in the next fiscal year.

Motion by Haase, second by Gilbert to approve Resolution #2010-158. Upon roll call vote, all voted aye. Motion adopted.

#2010-159 – Consideration of Changes to the 2009/2010 Fee Schedule. Chad Nabity, Regional Planning Director reported that fee increases were brought forward to more adequately cover the cost of service provided. Discussion was held on fees and the cost to the City to provide certain services. Mentioned was a review process.

Motion by Gilbert, second by Haase to wait until the budget process to approve changes to the fee schedule. Upon roll call vote, Councilmember's Meyer, Niemann, Gilbert, Haase, Dugan, Ramsey, Zapata, Nickerson, and Gericke voted aye. Councilmember Carney voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Ramsey to approve the Claims for the period of May 26, 2010 through June 8, 2010, for a total amount of $2,667,177.41. Unanimously approved.

Motion by Dugan, second by Ramsey to approve the Claims for the Period of May 26, 2010 through June 8, 2010 for the Veterans Athletic Field Complex for a total amount of $31,927.98. Unanimously approved.

Motion by Dugan, second by Ramsey to approve the Claims for the Period of May 26, 2010 through June 8, 2010 for the State Fair Recreation Building for a total amount of $4,777.55. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:20 p.m.

RaNae Edwards
City Clerk

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G2

Approving Minutes of June 15, 2010 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION
June 15, 2010

Pursuant to due call and notice thereof, a Study Session 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 June 15, 2010. Notice of the meeting was given in the *Grand Island Independent* on June 10, 2010.

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

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

Discussion of Proposed Wireless Telecommunications Regulations. Chad Nabity, Regional Planning Director reported this item was brought to a Study Session at the request of the City Council at their June 8, 2010 City Council meeting. The proposed regulations would amend the Wireless Tower Regulations for the City of Grand Island (Article XI). The new regulations would establish a consistent framework for approving wireless communications facilities across the County. A proposed contract with the Center for Municipal Solutions (CMS) was recommended for their technical expertise and extensive experience with wireless communications facilities. The regulations proposed a payment into an escrow account to be maintained and used to pay the consultants when a conditional use permit was applied for.

Mr. Nabity presented a PowerPoint presentation explaining why we regulate towers and wireless facilities.

Goals/Purpose:

- Assuring a rational, logical, orderly approach that gives the carrier what it needs
- Assures a minimum number of new towers, the maximum use of co-location and that the facilities be made as "invisible" as possible to assure the absolute minimal visual impact and effect
- Facilitate the expansion of service and deployment of the latest technology

This starts with requiring the applicant to show Proof of need for what is requested.

Application review:

- Cost of expert assistance – no cost to community
- Aesthetics/Appearance – a wireless facility should use the least visually and physically intrusive means possible that is not commercially or technologically impracticable
- No towers on "Speculation" – tower companies have no 'need' – only carriers have a need
- Verification/Determination of actual need

Location, height, total number, public safety, and non-tax revenue would be part of the application review.

Federal Limitations on Local Authority

- May not discriminate
- May not prohibit wireless service
- May not take an unreasonable amount of time to act on the application
- May not deny an application based on RF (NIER) Emissions if the applicant meets the FCC's standards for RF Emissions
- Denial must be in writing and supported by substantial evidence contained in a written record

Bob Naumann representing Center of Municipal Solutions (CMS) explained pictures with designs concealing impact of towers on buildings and pictures of tower failures. Mentioned was the inspection requirements of the towers included in the ordinance.

The following people spoke in opposition of the proposed ordinance:

- Dan Lindstrom, Attorney, 322 West 39th Street, Kearney
- Eugene Carroll, 2057 Wilderness Drive, Lincoln – Viaero representative
- Katie Zulkowski, 530 South 13th Street, Lincoln – Attorney representing AT & T and Verizon
- Randy Blair, 1901 West Louise

The following person spoke in support of the proposed ordinance:

- Pat O'Neill, 1516 So. Gunbarrel Road – Chairman Hall County Planning Commission

Discussion was held on location of the towers so service doesn't overlap. Mr. Carroll commented on a third party telling a company where their tower needed to be placed. Co-locating was mentioned.

Mr. Blair had concerns of the following sections in the proposed ordinance:

- 36-178 (b) – Height of Telecommunications Tower(s)
- 36-174 (c) – Exclusions
- 36-183 – Retention of Expert Assistance & Reimbursement by Applicant

Submitted into the record was a written letter from Mr. Blair.

Mr. O'Neill commented on the importance of having an independent expert review these applications. Between 600 to 700 communities across the United States had adopted a similar ordinance. He stated the concerns Mr. Blair had and suggested changes were valid.

Council discussed the increased fees and escrow accounts proposed in the ordinance and how those fees came about, which was based on research within Nebraska communities. The Request for Proposal process and the one response received by the City was mentioned. Mr. Nabity stated

CMS submitted the only proposal. Mr. Nabity explained the benefits for all of Hall County communities to adopt the same or similar ordinance.

Council had questions concerning the cost of new towers versus co-locating which no one had an answer for. Mr. Naumann commented on other communities they represented throughout the United States from very small to very large. Cost to the customer was absorbed through the national system and revenues would more than cover the cost of the application and escrow amount required. Mr. Naumann stated those communities who had an ordinance in place had increased applications for telecommunication towers. CMS worked with telecommunication companies to get information and look for safety issues when co-locating. Mr. Naumann stated this ordinance was the Council's and it could be changed however they wanted.

Lowell Brookes, Attorney, Suite 984 Wells Fargo, Lincoln representing PCIA spoke of concerns of wording within the proposed ordinance that conflicted with State and Federal laws, definitions, and ambiguities within the ordinance. Mr. Brookes suggested the Council look at this as "if there was a problem of the current process and if there was what the appropriate measure was to take to solve it."

Craig Lewis, Building Department Director commented on the time it took to process the tower applications and stated the current fee of $200.00 did not cover the cost. Mr. Nabity stated the current ordinance did not have a pecking order of where towers could be put up. There were height requirements within certain areas.

Councilmember Nickerson recommended we keep the current process in house and hire the consultant if needed and figure a rate from there. City Administrator Jeff Pederson commented on fees and stated 100% recovery was the target.

Mr. Nabity stated there was a public hearing scheduled for the council meeting next week and council could open the public hearing and enter the minutes from this meeting and leave it open for action at a further date.

ADJOURNMENT: The meeting was adjourned at 9:10 p.m.

RaNae Edwards
City Clerk

Comments for Council Study Session Re: Proposed Ordinance 9262

I have no vested financial interest in the final form of this ordinance. I am more than seven years removed from the wireless industry and I have no direct or passive financial investment in any aspect of the industry. I do, however, have a personal concern that my city government is overreacting to illogical concerns about future litigation and, in doing so, is overstepping its authority regarding the operation of private business.

This is essentially an issue of aesthetics vs. economics. It is not an issue of public safety. That is appropriately addressed in our existing ordinance. It is the dilemma that has confronted Planning & Zoning Commissions and City Councils from the time that the first wireless telecommunication towers were being constructed for paging services in the 1970's. We have all become dependent upon wireless communication. We not only want to be able to talk with one another, but also to be able to text one another, chat with one another, send pictures to one another, be found by emergency services when we get lost or have an automobile accident, and even be able to watch our favorite movies and television programs, all over a device that we can hide in the palm of our hand. We demand those services at the lowest possible price and, by the way, we want them provided without having to look at a telecommunication tower.

This conflict is nothing new. I appreciate the position that Planning & Zoning and the City Council finds itself it. It is a no-win situation for you. If you approve a new telecommunication tower, someone is going to chastise you for it. If you deny a permit for a new tower, you are anti-business. Such is the nature of public service. Since this is an issue of personal aesthetic preferences rather than public safety, there is no definitive solution; there is only well-structured compromise. That is what I would like to see come out of this meeting.

What appears to be driving this change in the existing ordinance is a fear of potential litigation from wireless carriers if their special use permit applications are denied. If the Council believes that turning the decision making over to a third-party of wireless engineers is going to lessen the possibility of future lawsuits, you obviously have not spent much time around trial lawyers. I would contend that the ordinance as currently presented is only going to invite a legal challenge, not only now but in the future. Contrary to what many municipalities seem to believe, wireless service providers are not in the business of suing city governments. They do not make their money by winning lawsuits. Legal action is an expense that any successful corporation seeks to avoid. Likewise, wireless service providers are well aware that they cannot be successful by alienating the very customer base that they are attempting to serve. They are not attempting to run roughshod over the concerns of local citizens.

U.S. Cellular, Verizon, and Viaero are not enemy marauders seeking to level our landscape and build on it a forest of telecommunication towers. Every time a wireless company makes application for a site, it costs money. Every time that it is denied an application and chooses to take legal action, it costs money. Every time it has an application approved and moves forward to build a site, it costs money. For profit organizations do not succeed by seeing how many expenses they can rack up. Wireless service providers are not going to build more transmission sites than they need to carry out their business plan. It makes no financial sense. Wireless service providers are not going to build a new site when they can accomplish the same service provision by co-locating on an existing site. It makes no financial sense. Wireless service providers are not going to insist on circumventing a sound tower location ordinance through litigation just to flex their legal muscles. It makes no financial sense. We need to

acknowledge that these wireless service providers are not the enemy, but tax paying members of our community, and we need to treat them as such.

Fortunately, there are existing tools that the Council can use to forge a compromise and create an ordinance that can be reasonably and economically implemented, while standing up to legal challenges in the future. The first tool that we should use is Ordinance 9262 currently before you for consideration. For the most part, it is well thought out, well constructed, and provides a means of balancing the interests of the community's aesthetics with the needs of the wireless service providers. I have a concern only over a few points:

Paragraph 36-178, sub-paragraph b concerning tower lighting – What recourse does the owner of a tower have if the FAA should lower the minimum height requiring lighting and not allow it to be "grandfathered?"

Paragraph 36-174, sub-paragraph c concerning exemptions from the ordinance – One has to question why DBS, MMDS, and TVBS providers are exempt from the provisions of this ordinance. They are, after all, private, for-profit corporations in a business that is quite similar to wireless service providers.

Paragraph 36-183 in its entirety – There are many reasons why I believe that the use of a third-party consultant is not in the best interest of our community, but I will limit my comments to the following:

1. The consultant is paid by the City to draft an ordinance that directly inures to the financial benefit of the consultant. That is a blatant conflict of interest.
2. The consultant benefits financially by requiring as many reviews as possible, at a charge of $200.00 per hour for consulting, $100.00 per hour for travel time, and all related travel expenses. Since the Council is taking the position that they do not have the expertise to make wireless site location decisions, it stands to reason that they also lack the expertise to know when they are being over-charged for unnecessary consulting time. However, the Council wants the community to accept that such a possibility is not really a problem because the wireless applicant will be footing the bill.
3. The initial fee (escrow payment) is exorbitant and has no cap. The fact that the ordinance requires potential future payments of at least $2,500.00 into escrow each time that the balance falls below $2,500.00 indicates that the costs for review could very well exceed $8,500.00. What mechanism is in place to stop these costs from exceeding $15,000.00, $20,000.00 or more?
4. To require additional fees when antenna changes or modifications are made to a site, even when there is no change to the height of the structure, is draconian at best.

I would suggest that the city council consider adding some of the more detailed and descriptive language found in the PCIA Model Ordinance in order to more clearly define what its requirements are for telecommunication tower sites. Some might say that PCIA is an industry organization looking out primarily for the best interests of its members. I would counter that an ordinance drawn up by a consulting organization planning on playing a continuing role in an approval process that inures to the financial benefit of the consulting organization is an even more slippery ethical slope. A case could be made that a municipality that uses the PCIA model as a guide for its tower location ordinance is less likely to have that ordinance challenged by members of the very industry that PCIA represents. We need an ordinance that dismisses the "us vs. them" mentality and focuses on the overall benefits to the Grand Island community.

It would be unfair of me to point out what I perceive to be flaws in this ordinance without making some suggestions as to how I believe it can be improved. I would recommend the following:

1. Retain the majority of the ordinance as it has currently been presented.
2. Modify 36-178 (b) to accommodate existing towers should the FAA alter its regulations in the future.
3. Modify 36-174 (c) to include DBS, MMDS, and TVBS providers under this ordinance.
4. Eliminate 36-183 in its entirety.
5. Allow co-locations on existing structures to be approved by administrative review if there is no increase in tower height.
6. Allow modifications to existing towers to be approved by administrative review, providing there is no increase in tower height.
7. Prioritize new tower approval not only by zoning, but also by tower type, such as:

Non-Residential Zoning

a. Monopoles
b. Free-standing Towers
c. Guyed Towers

Residential Zoning

a. Monopoles
b. Stealth Towers

8. Restrict towers in non-residential zones to 150' in height or less.
9. Restrict towers in residential zones to 60' in height or less.
10. Require that new towers constructed in non-residential zones be capable of supporting a total of 4 carriers and that the tower owner be willing to permit co-location at reasonable commercial rates for the market.
11. Require that new monopole towers constructed in residential zones be capable of supporting a total of 3 carriers and that the tower owner be willing to permit co-location at reasonable commercial rates for the market.
12. Require that new stealth towers constructed in residential zones support additional carriers when feasible, and that the tower owner be willing to permit co-location at reasonable commercial rates for the market.

I want what is best for our community, both in aesthetic appeal and in economic growth. I believe that this can be accomplished without city government intrusion through unnecessary regulation of local businesses.

Thank you.

Randy Blair

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G3

#2010-160 - Approving Acquisition of Real Estate Located at the Southeast Corner of First Street and Sycamore Street

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

Staff Contact: Chad Nabity

R E S O L U T I O N 2010-160

WHEREAS, the City of Grand Island has expressed interest in acquiring property in close proximity to the Grand Island City Hall, and

WHEREAS, the Grand Island Community Redevelopment Authority owns and has declared surplus vacant property across the street from the Grand Island City Hall, and

WHEREAS, a public hearing was held on June 22, 2010, for the purpose of discussing the proposed acquisition of property located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

TRACT NO. 1

All of Lots Three and Four (3 & 4) in Block Ninety Two (92) in the Original Town, now City of Grand Island, Hall County, Nebraska.

and

TRACT NO. 2

All of Lot Two (2), except the Easterly Six (6.0) feet of the Northerly One Hundred Three (103.0) feet of the Easterly Thirty Seven (37.0) feet of the Southerly Twenty Nine (29.0) feet thereof in Block Ninety Two (92) in the Original Town, now City of Grand Island, Hall County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire property from the Grand Island Community Redevelopment Authority, on the above-described tracts of land.

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

_____

Margaret Hornady, Mayor

Attest:

_____

RaNae Edwards, City Clerk

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G4

#2010-161 - Approving Nebraska Children and Families Foundation Agreements for Professional Development Mini-Grants

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Meeting: June 22, 2010

Subject: Approve Mini-Grant Agreements with Nebraska Children and Families Foundation and the Nebraska Department of Health and Human Service

Item #'s: G-4

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The Nebraska Children and Families Foundation (NCFF) and the Nebraska Department of Health and Human Services (DHHS), on behalf of the Nebraska Child Abuse Prevention Fund Board, has offered the City of Grand Island a $2,000 mini-grant to support team member's attendance at a June 11, 2010 Community-Based Prevention Seminar. The funds may also be used for other professional development including attendance at other high quality state, regional, or national training or conferences focused on primary prevention or securing qualified trainers/speakers for local presentations focused on primary prevention.

Discussion

The Nebraska Children and Families Foundation (NCFF) is investing in local communities to enhance child well-being throughout the state. With acceptance of the offer, mini-grants totaling $2,000 will be awarded to the City. A one-time payment of $1,581.00 will come from NCFF and a one-time payment of $418.60 will come from DHHS for a total of $2,000. No matching funds are required.

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

Alternatives

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

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

Recommendation

City administration recommends that Council approve the mini-grant agreement.

Sample Motion

Move to approve the mini-grant agreements with the Nebraska Children and Families Foundation and the Nebraska Department of Health and Human Services and authorize the Mayor to sign all related documents.

R E S O L U T I O N 2010-161

WHEREAS, the Nebraska Children and Families Foundation and the Nebraska Department of Health and Human Services, on behalf of the Nebraska Child Abuse Prevention Fund Board, has offered the City of Grand Island mini-grants to attend a June 11, 2010 seminar; and

WHEREAS, the mini-grants total $2,000 and can be used to attend the seminar and/or for other professional development; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

_____

Margaret Hornady, Mayor

Attest:

_____

RaNae Edwards, City Clerk

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G5

#2010-162 - Approving Nebraska Children and Families Foundation Agreement for a Child Well-Being Implementation Grant

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Meeting: June 22, 2010

Subject: Approve Child Well-being Implementation Grant Agreement with Nebraska Children and Families Foundation

Item #'s: G-5

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The Nebraska Children and Families Foundation (NCFF), on behalf of the Nebraska Child Abuse Prevention Fund Board, has offered the City of Grand Island a $30,000 grant to work with the Coalition for Children to implement a community Strategic Plan for Child Well-being. A collaborative assessment and planning process occurred between January and June 2010 for the development of the Child Well-being strategic plan and was funded through a $10,000 grant. This is the second phase of the project.

Discussion

The Nebraska Children and Families Foundation (NCFF) is investing in local communities to enhance child well-being throughout the state. With acceptance of the offer, a grant in the amount of $30,000 will be awarded to the City. No matching funds are required. The 13-month agreement will be in effect from June 1, 2010 through June 30, 2011.

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

Alternatives

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

1. Approve the grant agreement

2. Refer the issue to a Committee
3. Postpone the issue to future date

Recommendation

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

Sample Motion

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

R E S O L U T I O N 2010-162

WHEREAS, the Nebraska Children and Families Foundation, on behalf of the Nebraska Child Abuse Prevention Fund Board, has offered the City of Grand Island a grant to work with the Coalition for Children to implement a community Strategic Plan for Child Well-being.; and

WHEREAS, the grant includes financial support of up to $30,000 to implement the community Strategic Plan for Child Well-being;

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

WHEREAS, the City of Grand Island will serve as fiscal agent for the grant contract period between June 1, 2010 and June 30, 2011; and

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

_____

Margaret Hornady, Mayor

Attest:

_____

RaNae Edwards, City Clerk

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G6

#2010-163 - Approving Baseball Tomorrow Fund Grant Application

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Steve Paustian, Parks & Recreation Director

Meeting: June 22, 2010

Subject: Approving Baseball Tomorrow Fund Grant Application

Item #'s: G-6

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

Background

A 70,000 square foot Community Fieldhouse has been constructed at Fonner Park and will be committed to use during the 2010 Nebraska State Fair for 4-H and FFA Exhibits for three months of the year. However, from October 1 through April 30 annually, the City of Grand Island will manage the facility and provide indoor recreational and group activities. The building, sports flooring, and raised lighting are in place but recreational equipment is needed to carry out programming.

A Letter of Inquiry was submitted to the Baseball Tomorrow Fund in March 2010 requesting permission to apply for a $21,085 grant to purchase baseball and softball batting cages, pitching machines, and throwing tunnels. The City was invited to submit a full application based on the information provided in the Letter of Inquiry.

Discussion

The Baseball Tomorrow Fund grant is available to the City of Grand Island as a municipality. The Major League Baseball and the Major League Baseball Players Association are the fund sponsors. The full grant application is due July 1, 2010 and requires the legal entity to adopt a resolution that:

1. authorizes the filing of an application with the Baseball Tomorrow Fund
2. indicates agreement to adhere to the understandings and assurances in the application,
3. authorizes the Mayor as the chief operating official, and
4. to provide such additional information as may be required.

The grant application has been prepared and staff recommends approval for submission. A minimum match of 50% is generally required. The application provides a listing of other grants that have been submitted for funding, as well as contributions toward the

building from the State and the City that have been identified as matching funds. No additional matching funds will be required.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the grant application and authorize the Mayor to sign related documents.

Sample Motion

Move to approve the grant application and authorize the Mayor to sign related documents.

R E S O L U T I O N 2010-163

WHEREAS, the City of Grand Island submitted a Letter of Inquiry to the Baseball Tomorrow Fund to be eligible to apply for a grant; and

WHEREAS, the Baseball Tomorrow Fund invited the City to submit a full application for $21,085 to fund baseball and softball equipment; and

WHEREAS, the grant application is due July 1, 2010 and requires the legal entity to adopt a resolution that 1) authorizes the filing of an application with the Baseball Tomorrow Fund, 2) indicates agreement to adhere to the understandings and assurances in the application, and 3) authorizes the Mayor as the chief operating official to sign documents, and 4) agrees to provide such documents as may be required;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for grant funding from the Baseball Tomorrow Fund and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

_____

Margaret Hornady, Mayor

Attest:

_____

RaNae Edwards, City Clerk

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G7

#2010-164 - Approving Lease Agreement with the Nebraska State Fair Board Regarding Parking by Island Oasis

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks & Recreation Director

Meeting: June 22, 2010

Subject: Approving Lease Agreement with State Fair for Parking on City Owned Property

Item #'s: G-7

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

Background

Grand Island was selected to host the Nebraska State Fair starting in the summer of 2010. As part of the requirements of hosting a successful State Fair, adequate parking is necessary.

Discussion

A lease agreement has been drawn up to allow for State Fair Parking on City owned land south of Island Oasis and south of Fire Station Number 1. A copy of the proposed lease is attached.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution authorizing the Mayor to sign the lease agreement with the State Fair.

Sample Motion

Move to approve the resolution authorizing the Mayor to sign a lease agreement with the NE State Fair to allow parking on City owned property during the State Fair.

LEASE AGREEMENT

This Lease Agreement is made and entered into as of the _____ day of _____, 2010, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation (the "City"), as the "Lessor", and the **NEBRASKA STATE FAIR BOARD, f/k/a THE NEBRASKA STATE BOARD OF AGRICULTURE,** A Private Corporation established under the authority of Nebraska Revised Statutes §2-101 and an instrumentality serving the State of Nebraska and its citizens under the terms provided for in Nebraska Revised Statutes, Article I of Chapter 2, as the "Lessee". Lessor and Lessee each may be referred to herein as the "party" and jointly referred to herein as the "parties".

WITNESSETH:

I.

That, in consideration of the covenants herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby demise and lease unto the Lessee all that tract and parcel of land directly south of the Island Oasis property, further described in the drawing attached herein, located in the City of Grand Island, Hall County, Nebraska.

II.

To have and to hold said premises unto Lessee for a term of one (1) year, which can be renewed annually by agreement of the parties in writing. It is expressly understood and agreed by and between the parties that either party shall have the absolute right to provide to the other party ninety (90) days written notice to terminate the lease without any cause, at any time during the lease term. The property is to be used by Lessee for parking and shall be occupied only during the operating days of the Nebraska State Fair, with said dates to be provided by Lessee to the Lessor sixty (60) days prior to any occupancy.

III.

For the preparation of the area to be considered by the lease, the Lessee shall only be authorized to do dirt work in the area south of Island Oasis when there is no wind or wind that blows only from the northerly direction to protect the Lessor's interest in the Island Oasis Water Park. Furthermore, the Lessee shall provide and maintain wind screens on the south side of Island Oasis on the chain linked fence or other provisions approved by the Parks and Recreation Director for the City of Grand Island to maintain the Lessor's interest in the water clarity and operations of the Island Oasis Water Park. The Lessee shall take every effort to control any dirt from blowing into the Island Oasis facility at any time.

IV.

The Lessee further covenants that it shall remove all trash, debris, and refuse from the area that it occupies and keep it clean and free from all refuse throughout the term of the lease. The Lessee shall maintain and provide for trash receptacles and control during the time of the State Fair included in the dates that it provided above for its occupancy of the property.

V.

The Lessee shall provide a comprehensive general public liability insurance policy in the amount of at least Five Hundred Thousand Dollars ($500,000) for one person or One Million Dollars ($1,000,000) for any one accident involving injury to more than one person, and property damage of not less than Two Hundred Fifty Thousand ($250,000) for any one accident. The Lessee shall list the Lessor as an additional insured on its general public liability insurance policy.

VI.

The Lessee shall pay rent in the sum of One Dollar ($1.00) per year payable on the 1st day of August, 2010.

VII.

The Lessee will not allow for any liens or encumbrances to be placed upon the property or any improvements of the Lessor.

VIII.

The Lessee will not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the City now, or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or effect any insurance on the property except such as Lessor shall in writing approve.

IX.

The Lessee shall not assign, sublet, or part with the possession of the whole or any part of the leased premises without first obtaining the written consent of the Lessor.

X.

At the expiration of said term, the Lessee will peaceably yield up to the Lessor the premises, in good repair in all respects, and provide for the appropriate grass/sod or ground cover to be restored to the satisfaction of the Lessor.

XI.

No consent, express or implied, by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same or any other covenant.

XII.

Lessee agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Lease Agreement, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to the employment because of his/her race, color, religion, national origin or ancestry. The Lessee further agrees to maintain a drug-free environment at all times. Breach of this covenant may be regarded as a material breach of the Lease Agreement.

XIII.

Lessee agrees that it shall be responsible for all landscape maintenance, including all mowing. Any landscaping modifications may be performed by Lessee upon obtaining written consent from the Director of the Parks and Recreation Department for the City of Grand Island.

XIV.

The Lessee agrees to indemnify the Lessor for any claim made by the Lessee's employees or by any other persons, for personal injury or property damage arising out of the Lessee's use of the premises during the term of this lease and since the date of its occupancy of the premises which may have preceded the commencement of this Lease Agreement. Lessee agrees not to remove any soil from the Lessor's premises except as authorized in writing by the Lessor.

XV.

Before exercising any remedies for breach, default, or failure to perform under this Lease Agreement, the defaulting party shall be given thirty (30) days written notice of such default or failure to perform. If the act is such that it cannot be cured within a thirty (30) day period, this period may be extended upon written agreement of the parties providing that the defaulting party commences to cure such default within said thirty (30) day period and proceeds diligently thereafter to effect such cure.

IN WITNESS WHEREOF, the parties hereto hereby agree to execute this Lease Agreement as of the day and year first written above.

Attest:

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

_____

RaNae Edwards, City Clerk

By:_____

Margaret Hornady, Mayor

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Margaret Hornady, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.

_____
Notary Public

NEBRASKA STATE FAIR BOARD, f/k/a THE NBRASKA STATE BOARD OF AGRICULTURE, A Private Corporation

By:_____
_____
Its _____

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, _____ of the Nebraska State Fair Board.

_____
Notary Public

R E S O L U T I O N 2010-164

WHEREAS, the City of Grand Island is the owner of approximately 12 acre tract of land located south of Island Oasis Water Park and south of Fire Station #1; and

WHEREAS, the Nebraska State Fair has relocated to Grand Island, Nebraska; and,

WHEREAS, parking is required to quests visiting the State Fair; and

WHEREAS, the Nebraska State Fair has asked to use the city owned property for parking during the State Fair.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City owned property located south of Island Oasis Water Park and Fire Station #1 be leased to the State Fair per the terms of the lease agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

_____

Margaret Hornady, Mayor

Attest:

_____

RaNae Edwards, City Clerk

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

FONNER PARK ROAD
OASIS
PARK
ISLAND
WATER
LEASE AREA
N
FONNER PARK WEST ENTRANCE

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G8

#2010-165 - Approving Certificate of Final Completion for Installation of Supervisory Control And Data Acquisition (SCADA) System, Project No. WW050

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: June 22, 2010

Subject: Approving Certificate of Final Completion for Installation of Supervisory Control And Data Acquisition (SCADA) System, Project No. WW050

Item #'s: G-8

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

Background

The project "Installation of Supervisory Control And Data Acquisition (SCADA) System" Project No. WW050 was awarded to IES Industrial Inc. of Grand Island, Nebraska, on August 11, 2009. Work commenced on October 1, 2009 and was completed on June 2, 2010.

The intent of the SCADA system is to reduce the number of required physical inspections, receive timely alerts indicating system problems, receive and record valuable system information, and better track performance and serviceability of equipment.

The project replaces an existing SCADA System that was installed in the 1995 aeration basin plant expansion. The system installation was comprised of both hardware and software, with communication, electrical, and instrumentation upgrades. SCADA is the most recognized automation tool in the industry for managing the monitoring, alarming, and control of remote equipment and processes.

Discussion

The engineer for the project, Huffman Engineering, has reviewed the completed work and has issued a certificate of substantial completion in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications.

The project was completed at a total cost of $436,785.94.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for the Installation of Supervisory Control And Data Acquisition (SCADA) System, Project No. WW050.

Sample Motion

Move to approve the Certificate of Final Completion for the SCADA project.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

INSTALLATION OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM, PROJECT NO. WW050
CITY OF GRAND ISLAND, NEBRASKA
June 02, 2010

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

This is to certify that INSTALLATION OF SUPERVISORY CONTROL DATA ACQUISITION (SCADA) SYSTEM, PROJECT NO. WW050, has been fully completed by IES Industrial Inc., of Grand Island, Nebraska under contract dated October 01, 2009. The work was completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as City Engineer / Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

INSTALLATION OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM **Project No. WW050 is located at Waste Water Treatment Plant.**

Base Bid	$	379,890.00
Alternate A; HMI System Server Computers, HMI System Database Computers, LCD Flat Panel Monitors, Computer Accessories, and Spare Computers	$	16,429.00
Alternate B; Programming/Development Laptop Computer	$	1,209.00
Alternate C; HMI Software, PLC Programming Software, Alarming Software and Modems	$	36,241.00
SUBTOTAL CONSTRUCTION CONTRACT COST	**$**	**433,769.00**

SUMMARY OF OTHER COSTS

Item No.	Description		Unit Price
1	GI Daily Independent - Advertising	$	46.94
2	Building Department – Plan Review	$	50.00
3	Kriz Davis – Panel Protective Covers	$	2,920.00
SUBTOTAL OTHER COSTS		$	3,016.94

GRAND TOTAL COST OF INSTALLATION OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM, PROJECT NO. WW050 **$ 436,785.94**

- -

June 22, 2010

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

I hereby recommend that the Engineer's Certificate of Final Completion for INSTALLATION OF SUPERVISORY CONTROL DATA ACQUISITION (SCADA) SYSTEM be approved

Respectfully submitted,

Steven P. Riehle, P.E.
Public Works Director

Respectfully submitted,

Margaret Hornady
Mayor

R E S O L U T I O N 2010-165

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Substantial and Final Completion for the Installation of Supervisory Control And Data Acquisition (SCADA) System, Project No. WW050 certifying that IES Industrial Inc., of Grand Island, Nebraska, completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the Engineer's certificate of substantial and final completion; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Substantial and Final Completion for the Installation of Supervisory Control And Data Acquisition (SCADA) System Project No. WW050 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

_____

Margaret Hornady, Mayor

Attest:

_____

RaNae Edwards, City Clerk

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G9

#2010-166 - Approving Designating No Parking on Portions of Stolley Park Road, Stuhr Road and Fonner Park Road

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: June 22, 2010

Subject: Approving Designating No Parking on portions of Fonner Park Road, Stolley Park Road and Stuhr Road

Item #'s: G-9

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

Background

Council action is required to designate No Parking on any public street.

Representatives from the Public Works Department, Police Department, Sherriff's Department, Department of Roads, State Fair, State Patrol, and the Grand Island Chamber of Commerce are looking at measures to help with traffic flow in preparation for the 2010 Nebraska State Fair. Items being discussed include on-site & off-site parking; traffic control on city streets, county roads, state highways and Interstate 80; and signage.

One of the recommendations from the committee was to consider parking restrictions on streets near the Fonner Park/Heartland Events Center and the State Fair.

Discussion

The Engineering Division of the Public Works Department reviewed traffic flows and safety in the area and recommend the designation of No Parking in the noted locations. The No Parking restriction will improve traffic flow, reduce congestion and improve safety on streets that are impacted by existing traffic as well as the expected traffic for the State Fair.

A No Parking restriction is proposed on both sides of the following streets:

- On Fonner Park Road, from Pleasant View Drive to Stuhr Road;
- On Stolley Park Road, from 500 feet west of Adams Street to Stuhr Road;
- On Stuhr Road, from the south city limits (Wood River) to Bismark Road;

A No Parking restriction is already in place on Fonner Park Road from Locust Street to Pleasant View Drive.

The No Parking restriction would also allow for striping of Stolley Park Road from west of Adams Street to Locust Street as a 3-lane roadway. Changing this section of Stolley Park Road to a 3-lane roadway will make the roadway safer and improve traffic flow. A similar change from a 2-lane to a 3-lane roadway was made on Faidley Avenue from Webb Road to east of Custer Avenue a number of years back that has proven to work very well. Letters were sent to adjacent property owners along Stolley Park Road notifying them of the possible change.

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 designating No Parking on portions of Fonner Park Road, Stolley Park Road and Stuhr Road.

Sample Motion

Move to approve the resolution designating No Parking on portions of Fonner Park Road, Stolley Park Road and Stuhr Road.

R E S O L U T I O N 2010-166

WHEREAS, the City Council, by authority of §22-77 of the Grand Island City Code, may by resolution, entirely prohibit or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or portion thereof; and

WHEREAS, the Public Works Department is requesting that No Parking be allowed along the following city streets:

- On Fonner Park Road, from Pleasant View Drive to Stuhr Road;
- On Stolley Park Road, from 500 feet west of Adams Street to Stuhr Road;
- On Stuhr Road, from the south city limits (Wood River) to Bismark Road;

WHEREAS, it is recommended that such restricted parking request be approved.

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

1. A No Parking Zone is hereby designated along the following sections:
   - On Fonner Park Road, from Pleasant View Drive to Stuhr Road;
   - On Stolley Park Road, from 500 feet west of Adams Street to Stuhr Road;
   - On Stuhr Road, from the south city limits (Wood River) to Bismark Road;

2. The City's Street Division of the Public Works Department shall erect and maintain the signs necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

_____
Margaret Hornady, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G10

#2010-167 - Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: June 22, 2010

Subject: Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System

Item #'s: G-10

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

Background

A Request for Proposals (RFP) for consulting services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System was advertised in the Grand Island Independent on May 28, 2010. The RFP was also sent to five (5) potential proposers by the Engineering Division of the Public Works Department.

The collection of this geospatial data for the City's public stormwater conveyance system will assist the City's Stormwater Technician with mapping the stormwater as part of the requirement of the National Pollution Discharge Elimination System (NPDES) stormwater permit. The mapping will also give the City information on locations and elevations of all stormwater structures. This information will be used for stormwater hydraulic modeling, required mapping for compliance with permit to identify Illicit Detection Discharge Elimination (IDDE) and stormwater capital improvement planning. This survey will provide an accurate, electronic, easily-accessible storm sewer map and database from which the staff can quickly access valuable physical and historical information regarding the storm sewer system.

Discussion

Three (3) proposals were opened on June 15, 2010 and reviewed and scored by Scott Sekutera, Stormwater Technician; Tom Carlson, Engineering Technician Supervisor; Milt Loeb, Engineering Technician; and Pat Larson, GIS Specialist. The proposals were evaluated by the selection committee based on the evaluation criteria.

- Firm & Team experience on similar work. (25%)

- Team experience (25%)
- Approach (25%)
- Proposed schedule and fees. (25%)

The estimate for this work was $60,000. Funds for the consulting services are in the approved 2009/2010 budget and paid for using the LB 1226 Stormwater Grant fund through Nebraska Department of Environmental Quality (NDEQ). This work supports the City of Grand Island's Stormwater Management Plan.

The proposal submitted by JEO Consulting Group, Inc of Grand Island, NE was scored as the best firm to complete the required work. The agreement will be for surveying 1,110 stormwater structures at $55.00 each for a grand total of $60,500.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of the proposal to JEO Consulting Group, Inc of Grand Island, Nebraska.

Sample Motion

Move to approve the award of the proposal.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Dale Shotkoski, Purchasing Agent

Working Together for a Better Tomorrow, Today

REQUEST FOR PROPOSAL
FOR
CONSULTING SERVICES FOR GEOSPATIAL DATA COLLECTION
OF GRAND ISLAND'S PUBLIC STORM WATER CONVEYANCE SYSTEM

RFP DUE DATE: **June 15, 2010 at 4:00 p.m.**

DEPARTMENT: **Public Works**

PUBLICATION DATE: **May 28, 2010**

NO. POTENTIAL BIDDERS: **5**

SUMMARY OF PROPOSALS RECEIVED

Olsson Associates
Grand Island, NE

Kirkham Michael
Omaha, NE

JEO Consulting Group, Inc
Lincoln, NE

cc: Steve Riehle, Public Works Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Catrina DeLosh, PW Admin. Assist.
Mary Lou Brown, Finance Director
Scott Sekutera, Storm Water Tech.

P1419

R E S O L U T I O N 2010-167

WHEREAS, the City Of Grand Island invited proposals for consulting services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System, according to the Request For Proposals on file with the Engineering Division of the Public Works Department; and

WHEREAS, on June 15, 2010 proposals were received, reviewed, and evaluated in accordance with established criteria in the RFP; and

WHEREAS, JEO Consulting Services, Inc of Grand Island, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at $55.00 each for 1,100 units for a total of $60,500.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of JEO Consulting Services, Inc of Grand Island, Nebraska for consulting services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

_____
Margaret Hornady, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G11

#2010-168 - Approving Certificate of Final Completion for Project 2010-WWTP-1 Construction of Sludge Storage Facility for the Wastewater Division

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: June 22, 2010

Subject: Approving Certificate of Final Completion for Project 2010-WWTP-1 Construction of Sludge Storage Facility for the Wastewater Division

Item #'s: G-11

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

Background

The Improvement Project 2010-WWTP-1 Construction of Sludge Storage Facility for the Wastewater Division was awarded to Chief Construction Company of Grand Island, Nebraska, at the October 13, 2009 council meeting. The contract was for $395,483.31. Work commenced on October 14, 2009 and was completed on June 15, 2010.

Discussion

The project has been reviewed and the work completed in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications.

The project will provide the City of Grand Island Wastewater Division inclement weather storage of processed solids, and provide a facility for collection system's cleaning equipment soils disposal area.

The building project was completed at a total cost of $396,447.89, which includes related Wastewater Plant work that was performed outside of the contract.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Improvement Project 2010-WWTP-1 Construction of Sludge Storage Facility.

Sample Motion

Move to approve the Certificate of Final Completion for the Sludge Storage Facility.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

IMPROVEMENT PROJECT 2010-WWTP-1 CONSTRUCTION OF SLUDGE STORAGE FACILITY FOR WASTE WATER DIVISION

CITY OF GRAND ISLAND, NEBRASKA
June 22, 2010

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

This is to certify that IMPROVEMENT PROJECT 2010-WWTP-1 CONSTRUCTION OF SLUDGE STORAGE FACILITY FOR THE WASTEWATER DIVISION OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF GRAND ISLAND, has been fully completed by Chief Construction Company, of Grand Island, Nebraska under contract dated October 14, 2009. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Director of Public Works in accordance with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

Chief Construction Company Contract		$	395,483.31
CONSTRUCTION CONTRACT COST		**$**	**395,483.31**
SUMMARY OF OTHER COSTS			
1	Crescent Electric	$	550.26
2	Deeter Foundry	$	216.00
3	Kriz Davis	$	151.38
4	Advertising – Grand Island Independent	$	46.94
OTHER COSTS		$	964.58
TOTAL COST		**$**	**396,447.89**

- -

June 15, 2010

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

I hereby recommend that the Engineer's Certificate of Final Completion for **IMPROVEMENT PROJECT 2010-WWTP-1 CONSTRUCTION OF SLUDGE STORAGE FACILITY FOR WASTE WATER DIVISION** be approved

Respectfully submitted,

Steven P. Riehle, P.E.
Director of Public Works

Respectfully submitted,

Margaret Hornady
Mayor

R E S O L U T I O N 2010-168

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Substantial and Final Completion for the Improvement Project 2010-WWTP-1 Construction of Sludge Storage Facility for the Wastewater Division of the Public Works Department of the City of Grand Island certifying that Chief Construction Company, of Grand Island, Nebraska, completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the Engineer's certificate of substantial and final completion; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Substantial and Final Completion for the Construction of Improvement Project 2010-WWTP-1 Construction of Sludge Storage Facility for the Wastewater Division is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

_____

Margaret Hornady, Mayor

Attest:

_____

RaNae Edwards, City Clerk

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G12

#2010-169 - Approving Renewal of Microsoft Software Enterprise Agreement

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: June 22, 2010

Subject: Approving Microsoft Licensing Enterprise Agreement

Item #'s: G-12

Presenter(s): Mary Lou Brown, Finance Director

Background

In 1997, the City of Grand Island installed a network at City Hall and made the determination to standardize the organization with Microsoft products. On August 14, 2007, Council adopted Ordinance No. 2007-196 approving an agreement for Microsoft software license renewals for a 3 year period ending June 30, 2010. The end of this term necessitates that a contract renewal be completed.

The City of Grand Island's proposed Microsoft Enterprise Agreement provides licensing for 400 qualified desktops and 525 qualified users. The types of licenses included in this agreement are Windows Operating systems, Office Professional, Expression Web, Windows Servers, Exchange Email Server licenses, Terminal Server and Core Client Access licenses. Our agreement also includes Software Assurance benefits, which allow upgrades to the highest version release available throughout the term of the agreement. City department networks covered are City Hall, PGS, Waste Water Treatment Plant, Phelps Control Center Dispatch and Utility Engineering.

Discussion

Based on the number of users/desktops for the State of Nebraska pool, the City of Grand Island receives the lowest software pricing available for the proposed Microsoft Enterprise Agreement with DELL Marketing LP, 850 Asbury Drive, Buffalo Grove, IL 60089, a Nebraska State Contract reseller. This agreement would be for a term of 36 months beginning July 1, 2010 through June 30, 2013 and is payable in three annual installments of $81,811.85 for a total of $245,435.55. There is also a required annual true-up period for added or deleted desktops/users each June. This software license renewal is included in the Information Technology Division budget.

Alternatives

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

1. Approve the three year Enterprise Agreement of Microsoft licenses.
2. Disapprove or deny the agreement.
3. Modify the Resolution to meet the wishes of the Council

Recommendation

City Administration recommends that the Council approve the new three year Microsoft licensing agreement for $245,435.55, payable in three installments.

Sample Motion

Move to approve the three year Microsoft Licensing Agreement with DELL Marketing LP, in the amount of $245,435.55.

Microsoft | Volume Licensing

Enterprise Signature Form

State and Local

Master Agreement number or Enrollment number*	4676659

SGN-	Proposal ID

Microsoft to complete if applicable

***Note**: Enter the applicable active numbers associated with the below documents. Microsoft requires the associated active number be indicated here, or listed below as new.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Document Number or Code
Enterprise Enrollment	X20-00096
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
Name of Entity * City of Grand Island	**Microsoft Licensing, GP**
Signature * _____	**Signature**
Printed Name * Margaret Hornady	
Printed Title * Mayor	**Printed Name**
Signature Date *	**Printed Title**
	Signature Date (date Microsoft Affiliate countersigns)
Tax ID 47-6006205	**Effective Date** (may be different than Microsoft's signature date)

** indicates required field*

Optional 2nd Customer signature or Outsourcer Signature *(if applicable)*

Customer	Outsourcer
Name of Entity *	**Name of Entity ***
Signature * _____	**Signature *** _____
Printed Name *	**Printed Name ***
Printed Title *	**Printed Title ***
Signature Date *	**Signature Date ***

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer
Email of Preparer

Microsoft | Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*		Proposal ID	
Previous Enrollment number *(Reseller to complete)*	4676659	Earliest expiring previous Enrollment end date [1]	6/30/2010

[1] If consolidating from multiple previous Enrollments with Software Assurance, complete the multiple previous Enrollment form and attach it to this Enrollment. Enterprise Products can only be renewed from a Qualifying Enrollment. Additional Products can be renewed from any previous Enrollment with Software Assurance.

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as of the effective date identified in the signature form. Customer represents and warrants that it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified above.

This Enrollment consists of (1) this document, (2) the terms of the Enterprise Agreement identified on the signature form, and (3) any supplemental contact information form or multiple previous enrollment form that may be required. If Customer's Enterprise Agreement is a version 6.4 or earlier, the Desktop Terms and Conditions are incorporated by reference.

All terms used but not defined are located at http://microsoft.com/licensing/contracts. In the event of any conflict the terms of this agreement control.

Effective date. If Customer is renewing Software Assurance from one or more previous Qualifying Enrollments, then the effective date will be the day after the first Enrollment expires. Otherwise the effective date will be the date this Enrollment is accepted by Microsoft.

If renewing Software Assurance, the Reseller will need to insert the previous Enrollment number and end date in the respective boxes above.

Term. This Enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. Microsoft will advise Customer of the renewal options before it expires.

Product order. The Reseller will provide Customer with Customer's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Customer and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Qualifying systems Licenses. All desktop operating system Licenses provided under this program are upgrade Licenses. *No full operating system Licenses are available under this program.* If Customer selects the Desktop Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all Qualified Desktops on which the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://microsoft.com/licensing/contracts. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent true-ups and system refreshes during the term of this Enrollment.

For example, Windows XP Home Edition or successor Products are not qualifying operating systems.

1. *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Customer consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at http://licensing.microsoft.com.

a. Primary contact information: The Customer of this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is the default administrator for this Enrollment and receives all notices unless Microsoft is provided written notice of a change. The administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name)* City of Grand Island
Contact name* First Robyn **Last** Splattstoesser
Contact email address* robyns@grand-island.com
Street address* PO Box 1968
City* Grand Island **State** * NE **Postal code*** 68802
Country* USA
Phone* 308-385-5444 ext 188 **Fax** 308-385-5565
Tax ID (if applicable)

b. Notices and online administrator: This individual receives online administrator permissions and thus may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity (must be legal entity name)*
Contact name* First Last
Contact email address*
Street address*
City* State * Postal code*
Country*
Phone* Fax
☐ This contact is a third party (not the Customer). Warning: This contact receives personally identifiable information of the Customer.

c. Language preference: Select the language for notices. English

d. Microsoft account manager: Provide the Microsoft account manager contact for this Customer.

Microsoft account manager name: Chris Jardine
Microsoft account manager email address: chjardin@microsoft.com

e. If Customer requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact remains the default.

- Additional notices contact
- Software Assurance manager
- Subscription manager
- Online Services manager
- Customer Support Manager (CSM) contact

f. Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

g. **Reseller information**
Reseller company name* Dell Marketing LP
Street address (PO boxes will not be accepted)* 850 Asbury Drive
City* Buffalo Grove **State** * IL **Postal code*** 60089
Country* USA
Contact name * Jennifer Bluis
Phone* 847-465-3700
Fax 847-465-3277
Contact email address* jennifer_bluis@dell.com

The undersigned confirms that the information is correct.

Name of Reseller*
Signature* _____
Printed name*
Printed title*
Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with one another, Customer must choose a replacement. If Customer intends to change the Reseller, it must notify Microsoft and the former Reseller, in writing on a form provided at least 90 days prior to the date on which the change is to take effect. The change will take effect 90 days from the date of Customer's signature.

2. *Defining your Enterprise.*

Use this section to identify which Affiliates are included in the Enterprise. Customer's Enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. (Check only one box in this section.)

☒ Only you (and no other affiliates) will be participating

☐ Customer and all Affiliates are included (*excluding* new Affiliates with which you consolidate in the future)

☐ The following Affiliates are excluded

3. *Establishing Customer price level.*

The price level indicated in this section will be the price level for the initial Enrollment term for all Enterprise Products ordered and for any Additional Products in the same pool(s). The price level for any other Additional Products will be level "D".

Qualified Desktops: Customer represents that the total number of Qualified Desktops in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 desktops).	**400**

Qualified Users: Customer represents that the total number of Qualified Users in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 users).	**525**

Number of desktops/ users	Price level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price level (for pools in which Customer orders an Enterprise Product):	**Qualified Desktop**	**Qualified User**
	D	**D**

Price level (for pools in which Customer does not order an Enterprise Product):	**Price level "D"**

4. Enterprise Product orders.

Customer must select a desktop platform or any individual Enterprise Product before it can order Additional Products. The CAL selection must be the same across the Enterprise. The components of the current versions of any Enterprise Product are identified in the Product List.

Enterprise Product Selection

Please choose the Enrolled Affiliate's desktop option (Select 1):

☐ **Enterprise Desktop with MDOP** ☐ **Enterprise Desktop**

☐ **Professional Desktop with MDOP** ☐ **Professional Desktop**

☐ **Custom Desktop or Individual Enterprise Product Component(s):**

Select at least 1 component. (For full platform, Windows Desktop, Office, and Client Access License components must all be selected.)

☒ **Windows Desktop** (Includes Windows Desktop Operating System Upgrade and VECD): Windows Desktop with MDOP

☒ **Office:** Office Professional Plus

☒ **Client Access License:** Core CAL

For any Client Access Licenses, please indicate whether licensing by Desktop or User: User

Other Enterprise Products (optional):

☐ **Add VECD for Software Assurance as an Enterprise Product** (must have selected option with "Windows Desktop OS Upgrade")

Unless stated/indicated otherwise, Microsoft will invoice Customer's Reseller in 3 equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and thereafter on the anniversary of the Enrollment. All subsequent new Additional Products and true-ups are billed in full.

Microsoft | Volume Licensing

Microsoft Enterprise Enrollment – State and Local

Amendment

Enrollment number *Microsoft to complete*		Amendment ID	CTX-	000-cgodfrey-S-054

ID Number
Microsoft to complete

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Enrollment identified above "the enrollment." The following terms and conditions amend the terms and conditions of the enrollment identified above, but only with respect to the customer identified below and only for purposes of this enrollment.

1. On page 2 (two) of the enrollment, the paragraph entitled "**Effective Date**" is hereby amended and restated in its entirety as follows:

   Effective Date. *The effective date of this enrollment is July 1, 2010*

2. The parties acknowledge that the reference prices hereunder take into account the purchases of Software Assurance and/or License & Software Assurance Packs, shown in the following table (collectively, the "Credited SA Purchases") which such Credited SA Purchases were made pursuant to one or more other agreements and which will expire as of the dates shown on the table:

Prior Software Assurance and Online Service Purchases	Coverage Expired 6/30/2010
Office Professional Plus	388
Windows Business/Professional	399
Exchange Std CAL	400
Windows CAL	382
Exchange Server Standard	2
Expression Web	1
Windows Server Standard	5
Windows Remote Desktop CAL Per User (AddProd)	30

Because the reference prices herein for your initial order for enterprise products and/or additional products take such Credited SA Purchases into account, you agree that no further refund or credit shall be due pursuant to such Credited SA Purchases, and that you shall pay

all remaining installment payments (if any) for such Credited SA Purchases pursuant to the agreement(s) under which they were ordered. You agree that you will not transfer the Credited SA Purchases (or the underlying licenses associated with such Credited SA Purchases) to any party during the term of this enrollment.

3. Notwithstanding anything to the contrary in this enrollment, or in the Enterprise Agreement associated herewith, we will invoice your reseller for the 3-year cost of the enterprise products (and, if applicable, the additional products) licensed pursuant to your initial order under this enrollment in 3 *equal* installments, as follows:

			Reference Price Payment 1 Due Upon Signing		Reference Price Payment 2 Due Upon 1st Anniversary of Effective Date		Reference Price Payment 3 Due Upon 2nd Anniversary of Effective Date	
Product	Part #	Quantity	Unit $	Extended $	Unit $	Extended $	Unit $	Extended $
Office Professional Plus All Lng Lic/SA Pack MVL Platform	269-12445	12	179.59	2,155.08	179.59	2,155.08	179.59	2,155.08
Office Professional Plus All Lng SA MVL Platform	269-12442	388	104.40	40,507.20	104.40	40,507.20	104.40	40,507.20
Windows Vista Business All Lng Upg/SA Pack MVL Platform w/MDOP	66J-04728	1	32.28	32.28	32.28	32.28	32.28	32.28
Windows Vista Business All Lng SA MVL Platform w/MDOP	66J-04734	399	45.50	18,154.50	45.50	18,154.50	45.50	18,154.50
Core CALClient Access Lic All Lng Lic/SA Pack MVL Platform User CAL	W06-01066	525	55.22	28,990.50	55.22	28,990.50	55.22	28,990.50
Exchange Svr All Languages SA MVL	312-02257	2	138.81	277.62	138.81	277.62	138.81	277.62
Expression Web All Lng SA MVL	UCQ-00109	1	26.83	26.83	26.83	26.83	26.83	26.83
Windows Svr Std All Lng Lic/SA Pack MVL	P73-00203	7	332.11	2,324.77	332.11	2,324.77	332.11	2,324.77
Windows Svr Std All Lng SA MVL	P73-00226	5	142.31	711.55	142.31	711.55	142.31	711.55
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	6VC-01254	30	16.63	498.90	16.63	498.90	16.63	498.90
Windows Svr Ent All Lng Lic/SA Pack MVL	P72-00165	4	1,079.23	4,316.92	1,079.23	4,316.92	1,079.23	4,316.92

Note that the above prices are provided for reference only. Your actual price and payment terms will be determined by separate agreement between you and your reseller.

We must receive your fully-executed copy of this amendment and your enrollment to which it is associated, along with your reseller's purchase order, no later than June 30, 2010 or this amendment shall expire and become null and void.

Except for changes made by this amendment, all terms of this enrollment remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

Customer	Contracting Microsoft Affiliate
Name of Entity * City of Grand Island	**Microsoft Licensing, GP**
Signature *	Signature
Printed Name * Margaret Hornady	Printed Name
Printed Title * Mayor	Printed Title
Signature Date *	Signature Date (date Microsoft affiliate countersigns)
	Effective Date (may be different than our signature date)

** indicates required field*

Please sign this amendment and send it with your enrollment to your reseller. Your reseller must submit it to the following address. When the amendment is fully signed, you will receive a confirming copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada USA 89511-1137

Prepared By: CJ Godfrey, Licensing Specialist on behalf of Linda Roxberg

Enterprise and Enterprise Subscription

Media Election Form

Entity name* City of Grand Island (must be same as Enrollment primary contact)

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Integrator, Institution, or other party entering into a volume licensing program agreement.

This form identifies entity's software comprehensive and subscription kit preferences. All software for this program is available for download at https://licensing.microsoft.com under fulfillment guide. Entity may choose to receive physical media delivery in addition to this download facility, if required. Terms used but not defined in this form have the meanings given to them in entity's Enrollment.

The comprehensive kit delivery address information identifies the delivery location. A comprehensive kit is not shipped to renewing entities. Microsoft reserves the right to discontinue media shipments or charge for them in the future.

All CD/DVD-ROM subscriptions and licenses that Microsoft provides (if any) under this enrollment are delivered on a DDU (INCOTERMS 2000) port of entry in entity country basis. Entity is solely responsible for compliance with all associated costs and procedures, including customs and import requirements, and for paying all customs duties, import value added taxes, and other governmental fees and taxes, applicable to the importation of all such CD/DVD-ROM subscriptions and licenses and all accompanying documentation into entity's country, as well as any and all loading, downloading, transportation and mobilization costs. Microsoft may, at its sole discretion, act in entity's name and behalf, in any given shipment, to carry out and bear the costs related to the customs formalities. In any event, after any such CD/DVD-ROM subscriptions and licenses reach the port of entry in entity's country, (1) Microsoft has completed its delivery obligations with respect to such merchandise, and (2) all risk of delay, loss, apprehension or seizure of or damage to the CD/DVD-ROM subscriptions and licenses, including the carrier medium and related documentation, will be transferred from Microsoft to entity.

The charges for Licenses and any purchase of media may be subject to sales taxes based upon where delivery occurs. If entity is exempt from sales taxes in the delivery location, please provide the applicable sales tax exemption documentation with entity's Enrollment.

MEDIA DELIVERY ADDRESS

☒ ***Same as notices contact in the Enrollment***

Name of entity*
Contact name: First* **Last***
Contact email address (required for online access)*
Street address (no PO boxes accepted)*
City* , **State / Province*** **Postal code***
County **Country***
Phone* **Fax**
In City Limits ☐ **Estimated Tax Rate**

If entity chooses below to receive media in addition to the software download option available at https://licensing.microsoft.com, entity's selected media preference will be noted in Microsoft's systems so entity may automatically receive that media preference. Please note that DVD kits will include DVDs if available. If media is not available on DVDs, then CDs will be provided. Likewise, CD kits will include CDs if available; if CDs are not available, DVDs will be included.

What is entity's media preference? Download Only

Does entity request a comprehensive kit? (This option does not apply to renewing entities) **No**

Does entity request subscription updates? No

Media election form (continued)

For each language and group entity chooses to receive, mark the corresponding box with an X	
Language	Enterprise Kit
English	☐
English/Multi-Language	☐
Arabic	☐
Brazilian Portuguese	☐
Bulgarian	☐
Chinese Simplified	☐
Chinese Traditional	☐
Chinese Traditional Hong Kong/Pan-Chinese	☐
Croatian	☐
Czech	☐
Danish	☐
Dutch	☐
Estonian	☐
Finnish	☐
French	☐
German	☐
Greek	☐
Hebrew	☐
Hungarian	☐
Indic	☐
Italian	☐
Japanese	☐
Korean	☐
Latvian	☐
Lithuanian	☐
Norwegian	☐
Polish	☐
Portuguese	☐
Romanian	☐
Russian	☐
Serbian Latin	☐
Slovak	☐
Slovenian	☐
Spanish	☐
Swedish	☐
Thai	☐
Turkish	☐
Ukrainian	☐
= Not Available	

Quotation

Wanda McCabe
Inside Account Manager
850 Asbury Drive
Buffalo Grove, IL 60089
Wanda_McCabe@Dell.com

Quote Number: **WTM10060701-R02**
Quote Expires: **Jul 01, 2010**

Customer: NE CITY OF GRAND ISLAND
Contact: Nancy
Customer # : 164394
Phone: (308) 385-5444
Fax:
E-mail nb@gi.lib.ne.us
Date of Issue: Jun 11, 2010

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Mfg #	Quantity	Unit Price	Ext. Price
OFFICE PROFESSIONAL PLUS ALL LNG LIC/SA PACK MVL PLATFORM	269-12445	12	$148.32	$1,779.84
OFFICE PROFESSIONAL PLUS ALL LNG SA MVL PLATFORM	269-12442	388	$86.52	$33,569.76
WINPRO ALNG UPGRDSAPK MVL PLTFRM WMDOP	FQC-03030	1	$48.61	$48.61
WINPRO ALNG SA MVL PLTFRM WMDOP	FQC-03029	399	$38.72	$15,449.28
CORE CALCLIENT ACCESS LIC ALL LNG LIC/SA PACK MVL PLATFORM USER CAL	W06-01066	525	$46.14	$24,223.50
EXCHANGE SVR ALL LANGUAGES SA MVL	312-02257	2	$114.53	$229.06
EXPRESSION WEB ALL LNG SA MVL	UCQ-00109	1	$22.24	$22.24
WINDOWS SVR STD ALL LNG LIC/SA PACK MVL	P73-00203	7	$274.39	$1,920.73
WINDOWS SVR STD ALL LNG SA MVL	P73-00226	5	$117.83	$589.15
WINRMTDSKTPSRVCSCAL ALNG SA MVL USRCAL	6VC-01254	30	$14.00	$420.00
WINDOWS SVR ENT ALL LNG LIC/SA PACK MVL	P72-00165	4	$889.92	$3,559.68
SUBTOTAL - PAYMENT 1 - BILLABLE UPON SIGNING				**$81,811.85**
OFFICE PROFESSIONAL PLUS ALL LNG LIC/SA PACK MVL PLATFORM	269-12445	12	$148.32	$1,779.84
OFFICE PROFESSIONAL PLUS ALL LNG SA MVL PLATFORM	269-12442	388	$86.52	$33,569.76

Quote Prepared By: Wanda McCabe

1) **Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.**

2) **Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order.If exempt, Customer must have an Exemption Certificate on file.**

3) **If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above.Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.**

4) **All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.**

5) **All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.**

6) **Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.**

Rev. 12/20/2007

Quotation

Wanda McCabe
Inside Account Manager
850 Asbury Drive
Buffalo Grove, IL 60089
Wanda_McCabe@Dell.com

Quote Number: **WTM10060701-R02**
Quote Expires: **Jul 01, 2010**

Product Description	Mfg #	Quantity	Unit Price	Ext. Price
WINPRO ALNG UPGRDSAPK MVL PLTFRM WMDOP	FQC-03030	1	$48.61	$48.61
WINPRO ALNG SA MVL PLTFRM WMDOP	FQC-03029	399	$38.72	$15,449.28
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EXCHANGE SVR ALL LANGUAGES SA MVL	312-02257	2	$114.53	$229.06
EXPRESSION WEB ALL LNG SA MVL	UCQ-00109	1	$22.24	$22.24
WINDOWS SVR STD ALL LNG LIC/SA PACK MVL	P73-00203	7	$274.39	$1,920.73
WINDOWS SVR STD ALL LNG SA MVL	P73-00226	5	$117.83	$589.15
WINRMTDSKTPSRVCSCAL ALNG SA MVL USRCAL	6VC-01254	30	$14.00	$420.00
WINDOWS SVR ENT ALL LNG LIC/SA PACK MVL	P72-00165	4	$889.92	$3,559.68
SUBTOTAL - PAYMENT 2				**$81,811.85**
OFFICE PROFESSIONAL PLUS ALL LNG LIC/SA PACK MVL PLATFORM	269-12445	12	$148.32	$1,779.84
OFFICE PROFESSIONAL PLUS ALL LNG SA MVL PLATFORM	269-12442	388	$86.52	$33,569.76
WINPRO ALNG UPGRDSAPK MVL PLTFRM WMDOP	FQC-03030	1	$48.61	$48.61
WINPRO ALNG SA MVL PLTFRM WMDOP	FQC-03029	399	$38.72	$15,449.28
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Quote Prepared By: Wanda McCabe

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Rev. 12/20/2007

Quotation

Wanda McCabe
Inside Account Manager
850 Asbury Drive
Buffalo Grove, IL 60089
Wanda_McCabe@Dell.com

Quote Number: WTM10060701-R02
Quote Expires: Jul 01, 2010

Product Description	Mfg #	Quantity	Unit Price	Ext. Price
SUBTOTAL - PAYMENT 3				$81,811.85

Notes:
Preliminary Pricing
Order effective date must be Jul-1-10

Quote Prepared By: Wanda McCabe

1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.

2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order.If exempt, Customer must have an Exemption Certificate on file.

3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above.Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.

4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.

5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.

6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Rev. 12/20/2007

R E S O L U T I O N 2010-169

WHEREAS, the Information Technology Division of the Finance Department continually works on maintaining the City's computer network, computer hardware, software, etc.; and

WHEREAS, due to the number of computer users and devices, and the constant need for computer upgrades, it is imperative to consistently maintain the entire city network system; and

WHEREAS, on August 14, 2007 by Resolution 2007-196, the City Council of the City of Grand Island authorized the Information Technology Division of the Finance Department to renew software license agreements which include a three-year term expiring June 30, 2010; and

WHEREAS, the City of Grand Island can utilize the State of Nebraska negotiated pricing to renew the Enterprise Agreement for a period of three years expiring June 30, 2013; and

WHEREAS, the Enterprise agreements have been reviewed and approved by the City Attorney's office;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Information Technology Division of the Finance Department is hereby authorized to utilize the Microsoft Enterprise Agreement to renew software licenses purchased in 2007 until June 30, 2013 at a cost of $245,435.55 to be paid in three annual installments of $81,811.85.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

_____

Margaret Hornady, Mayor

Attest:

_____

RaNae Edwards, City Clerk

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item G13

#2010-170 - Approve Amended Interlocal Agreement with the Community Redevelopment Authority

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: June 22, 2010

Subject: Amended Interlocal Agreement with CRA Relative to Compensation of the City for Staffing the CRA

Item #'s: G-13

Presenter(s): Chad Nabity, AICP

Background

The Community Redevelopment Authority and the City of Grand Island entered into an interlocal agreement to have the Regional Planning Director act as Director of the CRA beginning July 1, 2005. According to the terms of the agreement the CRA would pay 10% of the Director's salary and benefits and 10% of the planning department's secretary's salary and benefits to offset the cost this service.

In 2007, for the 2008 budget, this agreement was amended with the CRA paying 20% of the Director's benefits and salary. In response to current budget constraints and in reviewing the work performed by the planning secretary the CRA Board has determined that it would be appropriate for the CRA to increase the percentage of the salary and benefits for that position from 10% to 20% for the next fiscal year. The CRA Board passed an amendment to the interlocal agreement to increase the payment to the City at their meeting on June 9, 2010.

Discussion

Discussions on these changes were part of the budgeting process at the CRA, County and City. These changes are consistent with the program prioritization process initiated by the City of Grand Island.

The 2010-2010 budget for the Hall County Regional Planning Department was prepared with these changes. The CRA approved and signed the amended agreement at their meeting on June 9, 2010. A copy of the approved amendment is attached.

Alternatives

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

1. Move to approve the amendments to the interlocal agreement
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 amended interlocal agreement with the CRA as presented.

Sample Motion

Move to approve the amendment to the interlocal agreement with the CRA as presented.

AMENDMENT 2
Grand Island Community Redevelopment Authority
Interlocal Agreement
June 9, 2010

The Original Agreement Dated June 28, 2005 and amended on September 26, 2007 is amended as follows:

Page 2 Paragraphs f. (1) and (2) shall read

f. (1) The City agrees that the Director will spend, during the term of this Agreement, approximately twenty percent (20%) of his or her time, more or less, as Director of the Authority. The City further agrees that the Director may use the physical office provided to him or her by the City, together with equipment, supplies and services (such as telephone and utilities) provided in connection with his or her office for his or her services as Director of the Authority. Neither the City nor the Director shall be obligated to record or maintain records of the actual allocation of his or her time or of the equipment, supplies and services provided in connection therewith, as between the City and the Authority.

(2) In consideration of the provision of the services of the Director, and the related provision of the use of his or her office and of equipment, supplies and services in connection therewith, the Authority shall reimburse to the City a sum equal to twenty percent (20%) of the Director's total annual salary and benefits and twenty percent (20%) of the Planning secretary's total annual salary and benefits, as determined by the City of Grand Island Salary Ordinance in effect on the date of this Agreement, and on the first day of October for each subsequent year. All reimbursements due under this provision are to be made in equal quarterly installments due on the last day of the quarter.

IN WITNESS WHEREOF, the City and the Authority hereby execute this amendment by their duly authorized officers as of the date written below.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

_____
RaNae Edwards, City Clerk

By:_____
Margaret Hornady, Mayor

Approved as to form by City Attorney _____
Approved by Resolution 2010-_____

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by Margaret Hornady, Mayor on behalf of the City of Grand Island, Nebraska a municipal corporation.

_____

Notary Public

Attest:

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA

_____ By:_____

Chad Nabity, Director

Barry Sandstrom, Chairperson

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by Barry Sandstrom, on behalf of the Community Redevelopment Authority of City of Grand Island, Nebraska.

_____
Notary Public

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made pursuant to the Nebraska Interlocal Cooperation Act (the "Act") by and between the City of Grand Island, Nebraska (the "City") and the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority") with respect to the following facts:

1. The City is a city of the first class and a public agency within the meaning of the Act; and

2. The Authority is a community redevelopment authority duly created by the City and is a public agency within the meaning of the Act; and

3. The City and the Authority desire to enter into an agreement whereby the Authority will reimburse the City related to the performance of services by whomever the City Administrator shall designate, as Director for the Authority.

NOW, THEREFORE, in consideration of the foregoing facts, the terms and conditions of the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Authority agree as follows:

1. The City and the Authority specify the following pursuant to Section 3 of the Act:

   a. The duration of this Agreement is for the period beginning on July 1, 2005 and ending September 30, 2006; thereafter, the Agreement shall automatically renew for successive one year terms beginning each October 1st until terminated as provided in this Agreement.

   b. No separate legal or administrative entity is created by this Agreement.

   c. The purpose of this Agreement is to provide for reimbursement by the Authority to the City for certain services provided by whomever the City Administrator shall designate, as Director of the Authority ("Director").

   d. The obligations of the City and the Authority pursuant to this Agreement shall be financed pursuant to their general budgets. No additional budgets or financing shall be required.

   e. This Agreement may be terminated at any time by either party upon 30 days prior written notice to the other party. All facilities and equipment provided by the City and used by the Director for the benefit of the Authority shall remain the property of the City upon termination of this Agreement. If termination occurs on any day other than the last day of the month, the monthly reimbursement payable to the City by the Authority

pursuant to this Agreement for the month of termination shall be prorated based on the number of days in the month of termination during which this Agreement is in effect.

f. (1) The City agrees that the Director will spend, during the term of this Agreement, approximately ten percent (10%) of his or her time, more or less, as Director of the Authority. The City further agrees that the Director may use the physical office provided to him or her by the City, together with equipment, supplies and services (such as telephone and utilities) provided in connection with his or her office for his or her services as Director of the Authority. Neither the City nor the Director shall be obligated to record or maintain records of the actual allocation of his or her time or of the equipment, supplies and services provided in connection therewith, as between the City and the Authority.

(2) In consideration of the provision of the services of the Director, and the related provision of the use of his or her office and of equipment, supplies and services in connection therewith, the Authority shall reimburse to the City a sum equal to ten percent (10%) of the Director's total annual salary and benefits and ten percent (10%) of the Planning secretary's total annual salary and benefits, as determined by the City of Grand Island Salary Ordinance in effect on the date of this Agreement, and on the first day of October for each subsequent year. All reimbursements due under this provision are to be made in equal quarterly installments due on the last day of the quarter.

(3) CRA shall also reimburse the City for expenses directly attributable to the operation of the CRA. These expenses shall include, but not be limited to, publication expenses, such as legal notices, office supplies and postage, travel expenses and all other line item expenditures set forth in the CRA budget.

g. The City Finance Director will serve, as provided by Neb. Rev. Stat., §18-2102.01(7), as Ex-Officio Treasurer of the Authority, at no additional compensation. The City agrees that but for equipment and supplies unique to the Authority, that the physical office, equipment, supplies and services provided in connection with his or her services as Ex-Officio Treasurer of the Authority, is also at no additional compensation.

2. The City and the Authority specify the following pursuant to Neb. Rev. Stat. §18-2102.01(4):

a. This Agreement shall be administered by the members of the Authority and the Mayor and Council of the City.

b. The office and equipment shall remain the property of the City. Supplies and services provided to the Authority shall become the property of the Authority as and when used by the Authority. No other property shall be conveyed or transferred as between the City and the Authority in connection with this Agreement.

c. This Agreement shall not relieve either the City or the Authority of any obligations imposed on it by law. This Agreement shall be governed by the laws of the State of Nebraska. This Agreement is entered into strictly for the benefit of the parties hereto and shall not inure to the benefit of or create rights in favor of any third party. This Agreement shall be effective upon approval by the members of the Authority and by the Mayor and Council of the City.

IN WITNESS WHEREOF, the City and the Authority hereby execute this Agreement by their duly authorized officers as of the date written below.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

Approved as to form by City Attorney DRW
Approved by Resolution 2005-191

Attest:

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA,

Secretary

By: _____
, Chairperson

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 21 day of November, 2005, by Jay Vavricek, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.

Michelle R. Nelson
Notary Public

GENERAL NOTARY - State of Nebraska
MICHELLE R. NELSON
My Comm. Exp. Feb. 21, 2006

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 21st day of November, 2005, by Dennis G. Snurr on behalf of the Community Redevelopment Authority of the City of Grand Island, Nebraska..

GENERAL NOTARY - State of Nebraska
TRACI A. RABER
My Comm. Exp. July 11, 2009

Traci A. Raber
Notary Public

AMENDMENT 1
Grand Island Community Redevelopment Authority
Interlocal Agreement
August 20, 2007

The Original Agreement Dated June 28, 2005 is amended as follows:

Page 2 Paragraphs f. (1) and (2) shall read

f. (1) The City agrees that the Director will spend, during the term of this Agreement, approximately twenty percent (20%) of his or her time, more or less, as Director of the Authority. The City further agrees that the Director may use the physical office provided to him or her by the City, together with equipment, supplies and services (such as telephone and utilities) provided in connection with his or her office for his or her services as Director of the Authority. Neither the City nor the Director shall be obligated to record or maintain records of the actual allocation of his or her time or of the equipment, supplies and services provided in connection therewith, as between the City and the Authority.

(2) In consideration of the provision of the services of the Director, and the related provision of the use of his or her office and of equipment, supplies and services in connection therewith, the Authority shall reimburse to the City a sum equal to twenty percent (20%) of the Director's total annual salary and benefits and ten percent (10%) of the Planning secretary's total annual salary and benefits, as determined by the City of Grand Island Salary Ordinance in effect on the date of this Agreement, and on the first day of October for each subsequent year. All reimbursements due under this provision are to be made in equal quarterly installments due on the last day of the quarter.

IN WITNESS WHEREOF, the City and the Authority hereby execute this amendment by their duly authorized officers as of the date written below.

Attest:

RaNae Edwards, City Clerk

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: Margaret Hornady
Margaret Hornady, Mayor

Approved as to form by City Attorney
Approved by Resolution 2007-234

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 16th day of Sept, 2007 by Margaret Hornady, Mayor on behalf of the City of Grand Island, Nebraska a municipal corporation.

Notary Public

GENERAL NOTARY - State of Nebraska
SHERRY A. PETERS
My Comm. Exp. April 9, 2008

Attest:

Chad Nabity, Director

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA

By: Barry Sandstrom, Chairperson

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 28 day of August, 2007 by Barry Sandstrom, on behalf of the Community Redevelopment Authority of City of Grand Island, Nebraska.

Barbara J. Quandt
Notary Public

GENERAL NOTARY - State of Nebraska
BARBARA J. QUANDT
My Comm. Exp. Dec. 27, 2009

R E S O L U T I O N 2010-170

WHEREAS, on June 28, 2005, by Resolution 2005-191, the City of Grand Island approved an Interlocal Cooperation Agreement with the Grand Island Community Redevelopment Authority (CRA) which directed that the Regional Planning Director would serve as the Director of the CRA; and

WHEREAS, on September 25, 2007, by Resolution 2007-234, the City of Grand Island approved an amendment to that Interlocal Cooperation Agreement with the CRA, and

WHEREAS, according to the terms of the amended Interlocal Agreement, 10% of the Planning Secretary's salary and benefits are paid by the CRA; and

WHEREAS, on June 9, 2010, the CRA Board passed an amendment wherein the CRA would pay 20% of the Planning Secretary's salary and benefits; and

WHEREAS, the City Attorney's office has reviewed and approved the amendment to the Interlocal Cooperation Agreement setting out such changes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to the Interlocal Cooperation Agreement for the Community Redevelopment Authority is hereby approved

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

_____
Margaret Hornady, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item I1

#2010-171 - Approving Changes to Speed Limits on Capital Avenue, Independence Avenue, Stolley Park Road, Stuhr Road and US Highway 281

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: June 22, 2010

Subject: Approving Changes to Speed Limits on Capital Ave, Independence Ave, Stolley Park Rd, Stuhr Rd and US Hwy 281

Item #'s: I-1

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

Background

Nebraska state statute sets speed limits within municipalities as:
· 20 mph within the Central Business District
· 25 mph on residential streets

Speed limits on city streets that are set by state statute can be modified by resolution of the city council. Modifications to speed limits are to be completed in accordance with the Manual of Unuform Traffic Control Devices (MUTCD). Guidelines that are used include:

A Traffic Engineering Technician gathers speed data using radar and prepares a report of:
· Bar graph showing speeds observed
· Number of vehicles observed
· Median Speed
· Average Speed
· 85^{th} Percentile Speed
· 10 mph pace speed
· Percentage of vehicles in 10 mph pace

A preliminary speed limit is selected and then adjusted based on field conditions:
· Average test run speed by technicians
· Total pavement width
· Number of Lanes
· Lane Width
· Width and type of median
· Parking and rate of turnover
· Restricted sight distances

· Vehicle turning volumes
· Traffic density
· Accident history
· Driveway and intersection density
· Pedestrian activity
· Roadside Development
· Road and shoulder surface characteristics
· Pedestrian and bicycle activity
· Speed limits on adjoining roadway segments
· Accident experience

Discussion

The Engineering Division of the Public Works Department completed a review of speed limits for the community and is bringing forth recommendations for council consideration to make the following changes:

1. Capital Ave – The existing speed limit is 35 mph from Carleton Avenue to St Paul Road and 45 mph from St Paul Road to Sky Park Road. The recommendation is to extend the 35 mph east of St Paul Road to the NE Central Railroad Tracks (about 1,740 feet east of St Paul Road)
2. Independence Avenue – The existing speed limit is 35 mph from Capital Avenue to NE Highway 2. The area is developing and filling in with houses. The recommendation is to lower the speed limit to 25 mph, thereby matching statute and eliminating it from the speed limits listed in the table.
3. Stolley Park Road - The existing speed limit is 35 mph from US Highway 281 to Locust Street and 45 mph from Locust Street to Stuhr Road. The recommendation is to extend the 35 mph east of Locust Street for approximately ½ mile to the Fonner Park / Heartland Events Center driveway.
4. Stuhr Road – The existing speed limit (adjacent to the Fonner Park complex) is 55 mph from the south city limits (just north of the Wood River) to Fonner Park Road. The recommendation is to lower the speed limit to 45 mph.
5. US Hwy 281 – As part of the US Hwy 281 project from north of Interstate 80 to Capital Avenue, the NDOR is requesting that the speed limit on US Highway 281 be lowered where there are 6 inch median curbs. The recommendation is to lower the speed limit on US Highway 281 from the UPRR/Old Hwy 30 overpass to NE Hwy 2 from 50 mph to 45 mph.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council pass a resolution making the speed limit adjustments recommended by the Engineering Division of the Public Works Department.

Sample Motion

Move to approve speed limit changes.

R E S O L U T I O N 2010-171

WHEREAS, the City Council, by authority of Section 22-51 of the Grand Island City Code, may be resolution, establish speed limits upon the streets of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that speed limits within the City of Grand Island are established as follows:

STREET	FROM	TO	LIMIT
Abbott Road	½ mile west of Sky Park Road (city limit)	Sky Park Road	50
Abbott Road	Quandt Road	Approximately ½ mile east of Quandt Road (city limit)	50
Adams Street	Stolley Park Road	Anna Street	30
Airport Road	¼ mile west of Sky Park Road (west city limits)	Sky Park Road	55
Airport Road	Shady Bend Road	Approximately ½ mile east of Shady Bend Road (east city limits)	50
Anna Street	Blaine Street	Locust Street	30
Bismark Road	Vine Street	Stuhr Road	30
Bismark Road	Stuhr Road	400 feet east of Stuhr Road (city limit)	45
Blaine Street	U.S. Highway 34	Stolley Park Road	35
Broadwell Avenue	Anna Street	Prospect Avenue	30
Broadwell Avenue	Prospect Street	Nebraska Highway 2 (city route)	35
Broadwell Avenue	Nebraska Highway 2 (city route)	¼ mile north of Roberts Street (north city limits)	45
Capital Avenue	Engleman Road	North Road	35

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

Capital Avenue	North Road	Carleton Avenue	45

STREET	FROM	TO	LIMIT
Capital Avenue	Carleton Avenue	~~St Paul Road~~ NE Central Railroad Tracks (approximately 1,740 feet east of St Paul Road)	35
Capital Avenue	~~St. Paul Road~~ NE Central Railroad Tracks (approximately 1,740 feet east of St Paul Road)	Sky Park Road	45
Capital Avenue	Sky Park Road	½ mile east of Sky Park Road (city limits)	50
Cherry Street	Bismark Road	Sutherland Street	30
Concord Street	Diers Avenue	370 feet north of Diers Avenue	30
Custer Avenue	Old Lincoln Highway/ Old Potash Highway	Capital Avenue	30
Diers Avenue	Old Potash Highway	Capital Avenue	30
Eddy Street	Fourth Street	State Street	30
Engleman Road	Husker Highway	400 feet north of North Lane	45
Engleman Road	200 feet south of Lariat Lane	Capital Avenue	45
Engleman Road	Capital Avenue	1,000 feet north of Michigan Avenue	40
Faidley Avenue	U.S. Highway 281	Webb Road	35
Faidley Avenue	Webb Road	Custer Avenue	30
Fonner Park Road	South Locust Street	Stuhr Road	35
Fourth Street	Sycamore Street	Plum Street	25
Fourth Street	Plum Street	Beal Street	30

Fourth Street	Beal Street	Taft Street	35
Fourth Street	Taft Street	Seventh Street	45
STREET	**FROM**	**TO**	**LIMIT**
Gold Core Road	Wildwood Drive	Schimmer Drive	40
Husker Highway	U.S. Highway 30	Schroeder Avenue	50
Husker Highway	Schroeder Avenue	¼ mile east of North Road (city limits)	40
Husker Highway	Prairieview Street	U.S. Highway 281	40
~~Independence Avenue~~	~~Capital Avenue~~	~~Nebraska Highway 2~~	~~35~~
Juergen Road	Wildwood Drive	Schimmer Drive	30
Locust Street	Wood River Floodway (south city limits)	U.S. Highway 34	45
Locust Street	U.S. Highway 34	Stagecoach Road	40
Locust Street	Stagecoach Road	Stolley Park Road	35
Locust Street	Stolley Park Road	Charles Street	30
Locust Street	Charles Street	First Street	25
Nebraska Highway 2	½ mile west of Independence Avenue (west city limits)	1,200 feet west of Diers Avenue	55
Nebraska Highway 2	1,200 feet west of Diers Avenue	100 feet west of O'Flannagan Street	50
Nebraska Highway 2 – City Route	100 feet west of O'Flannagan Street	Broadwell Avenue	50
North Road	Husker Highway	Stolley Park Road	35
North Road	Old Highway 30	U.S. Highway 30	35

North Road	U.S. Highway 30	Old Potash Highway	45
North Road	Old Potash Highway	Nebraska Highway 2	40

STREET	FROM	TO	LIMIT
Old Lincoln Highway	Garfield Street	Broadwell Avenue	30
Old Highway 30	West intersection with U.S. Highway 30	Webb Rod	45
Old Highway 30	Webb Road	East intersection with U.S. Highway 30	35
Old Potash Highway	540 feet west of Arapahoe Avenue (west city limits)	Kaufman Avenue	45
Old Potash Highway	Kaufman Avenue	Custer Avenue	35
Quandt Road	Abbott Road	¼ mile north of Abbott Road	50
Schimmer Drive	½ mile west of U.S. Highway 281 (west city limits)	230 feet east of Scheel Road (east city limits)	40
Second Street	Webb Road	Ada Street	35
Seedling Mile Road	½ mile west of Museum Drive	Shady Bend Road	35
Seedling Mile Road	Shady Bend Road	Approximately ¼ mile east of Shady Bend Road (east city limits)	45
Shady Bend Road	Arabian Circle (city limits)	Bronco Road (city limits)	45
Shady Bend Road	Approximately ½ mile north of Bismark Road (city limits)	880 feet south of Gregory Avenue (city limits)	45
Shady Bend Road	231 feet south of Gregory Avenue (city limits)	300 feet north of Shady Bend Way (city limits)	35
Shady Bend Road	350 feet north of U.S. Highway 30 (city limits)	Union Pacific Railroad Right-of-Way (city limits)	35
Shady Bend Road	1,910 feet north of Capital Avenue	Airport Road	55

Sky Park Road	Seventh Street	Capital Avenue	45

STREET	FROM	TO	LIMIT
Sky Park Road	Capital Avenue	Twin Star Lane	55
Sky Park Road	Twin Star Lane	Gulf Stream Drive	45
Sky Park Road	Gulf Stream Drive	White Cloud Road	55
State Street	North Road	Ebony Lane	45
State Street	Ebony Lane	U.S. Highway 281	35
Stolley Park Road	920 feet west of Freedom Drive (west city limits)	U.S. Highway 30	50
Stolley Park Road	U.S. Highway 30	North Road	45
Stolley Park Road	North Road	U.S. Highway 281	45
Stolley Park Road	U.S. Highway 281	~~Locust Street~~ Fonner Park / Heartland Events Center Entrance (approximately ½ mile east of Locust Street)	35
Stolley Park Road	~~Locust Street~~ Fonner Park / Heartland Events Center Entrance (approximately ½ mile east of Locust Street)	Stuhr Road	45
Stuhr Road	270 feet south of the north intersection with Stolley Park Road (south city limits)	Fonner Park Road	~~55~~45
Stuhr Road	Fonner Park Road	U.S. Highway 30	35
Sycamore Street	Fourth Street	Capital Avenue	30
Thirteenth Street	910 feet west of Branding Iron Lane (west city limits)	Cedar Ridge Court	45
Thirteenth Street	Cedar Ridge Court	U.S. Highway 281	35

U.S. Highway 30	Husker Highway	Johnstown Road	55

STREET	FROM	TO	LIMIT
U.S. Highway 30	Johnstown Road	East Intersection with Old Highway 30	45
U.S. Highway 30	East Intersection with Old Highway 30	Grant Street	35
U.S. Highway 30 (2nd Street)	Grant Street	Broadwell Avenue	35
U.S. Highway 30 (2nd Street)	Broadwell Avenue	Greenwich Street	30
U.S. Highway 30 (eastbound) / Greenwich Street	Second Street	First Street	30
U.S. Highway 30 (1st Street and 2nd Street)	Greenwich Street	Eddy Street	30
U.S. Highway 30 (1ST Street and 2nd Street)	Eddy Street	Sycamore Street	25
U.S. Highway 30 (1st Street and 2nd Street)	Sycamore Street	1,500 feet west of Willow Street	35
U.S. Highway 30	1,500 feet west of Willow Street	2,500 feet west of Shady Bend Road	45
U.S. Highway 30	2,500 feet west of Shady Bend Road	270 feet west of Shady Bend Road (east city limits)	50
U.S. Highway 34 (Husker Highway)	U.S. Highway 281	Wortman Drive (city limits)	45
U.S. Highway 34 (Husker Highway)	Wortman Drive (Begin NDOR jurisdiction)	Blaine Street	50

STREET	FROM	TO	LIMIT
U.S. Highway 34 (Husker Highway)	Blaine Street	Approximately ½ mile west of Locust Street (city limits) (End of NDOR jurisdiction)	50
U.S. Highway 34 (Husker Highway)	Approximately ½ mile west of Locust Street (city limits)	Approximately ¼ mile west of Locust Street (DeAnn Road)	50
U.S. Highway 34 (Husker Highway)	Approximately ¼ mile west of Locust Street (DeAnn Road)	¼ mile east of Locust Street (east city limits)	45
U.S. Highway 34/281	Milepost No. 228.91 (1/4 mile south of Wildwood Drive)	Milepost No. 231.16 (Husker Highway)	55
U.S. Highway 281	Milepost No. 67.6 (Husker Highway)	Milepost No. 68.1 (south intersection with Webb Road)	55
U.S. Highway 281	Milepost No. 68.1 (south intersection with Webb Road)	Milepost 68.9 (UPRR and Old Hwy 30 Overpass) ~~Milepost No. 72 (NE Highway 2)~~	50
U.S. Highway 281	Milepost No. 68.9 (UPRR and Old Hwy 30 Overpass)	Milepost No. 72 (NE Highway 2)	45
Walnut Street	Charles Street	First Street	30
Webb Road	South Intersection with U.S. Highway 281	Nebraska Highway 2 (city route)	35
Webb Road	Nebraska Highway 2 – city route	1,410 feet north of Nebraska Highway 2 – city route (city limits)	40
Webb Road	900 feet south of the north intersection with U.S. Highway 281 (city limits)	240 feet south of the north intersection with U.S. Highway 281 (city limits)	40
White Cloud Road	Sky Park Road	2,060 feet east of Sky Park Road (city limits)	50
Wildwood Drive	380 feet west of Elk Drive (west city limits)	610 feet east of Gold Core Drive (east city limits)	45

OTHER SPEED ZONES:
The speed limit for all alleys within the downtown Congested Parking Area as defined in Section 13-17 of the Grand Island City Code shall be 10 miles per hour.

BE IT FURTHER RESOLVED, that this resolution supercedes any and all other resolutions establishing or amending speed limits for the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2009.

_____
Margaret Hornady, Mayor

Attest:

_____
RaNae Edwards, City Clerk

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item I2

#2010-172 - Approving Resolution to Allow Temporary Closure of College Street From Custer Avenue to Lafayette Avenue

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: June 22, 2010

Subject: Approving Resolution to Allow Temporary Closure of College Street From Custer Avenue to Lafayette Avenue

Item #'s: I-2

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

Background

At the February 2, 2010 Study Session the City Council discussed the closure of College Street through the Grand Island Senior High campus. In order to complete a traffic impact study, the school administration requested a temporary closure of College Street from Custer Avenue to Lafayette Avenue. Olsson Associates was hired by the school system to perform the study. The item was on the agenda for the April 20, 2010 city council meeting where the Grand Island Public Schools Administration requested that the request for a temporary closure for a traffic study be postponed to fall of 2010.

Discussion

The first phase of the traffic study was completed on April 6, 2010 for the morning & afternoon/evening peak times with traffic flow observations made and vehicle counts recorded.

The proposed temporary closure would be for approximately 5 weeks in the fall of 2010 and be scheduled around school and community activities. During this timeframe the next traffic & intersection counts with traffic observations would be made. Impacts to traffic and public safety response will be monitored during the temporary closure with mitigation measures implemented as needed. Representatives from the school system and Olsson Associates will present details of the traffic study to the Council after the temporary closure and the completion of the traffic impact study. Exhibits from Olsson Associates regarding the traffic impact study are attached.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the temporary closure of College Street from Custer Avenue to Lafayette Avenue to conduct a traffic impact study.

Sample Motion

Move to approve the temporary closure of College Street from Custer Avenue to Lafayette Avenue to conduct a traffic impact study.

College Street Traffic Impact Study

Grand Island PUBLIC SCHOOLS™

GRAND ISLAND Senior High™

GATE LOCATION MAP

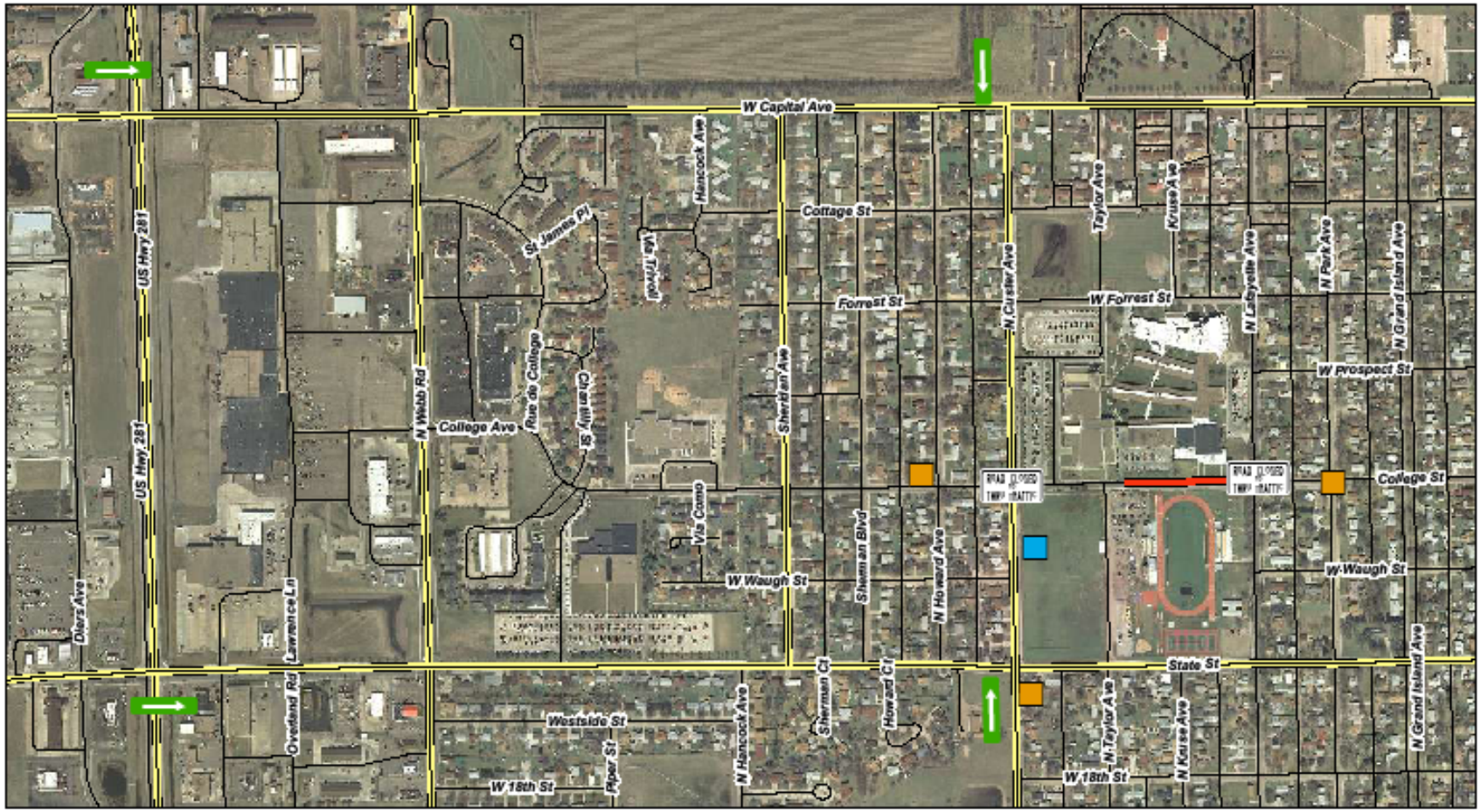
Legend

ROAD CLOSING

GATE / ROAD BLOCK

OLSSON ASSOCIATES

SIGN LOCATION MAP



Legend

ROAD CLOSED THRU TRAFFIC — ROAD CLOSED

SIGN TO READ: COLLEGE STREET CLOSED TO THRU TRAFFIC; SENIOR HIGH PARKING ONLY TURN RIGHT

SIGN TO READ: COLLEGE STREET CLOSED TO THRU TRAFFIC; USE STATE STREET

DIRECTIONAL SIGN (GRAND ISLAND SENIOR HIGH)

ROAD CLOSING

OLSSON ASSOCIATES

TRAFFIC COUNT LOCATIONS

LEGEND

PROPOSED CLOSURE

TURN MOVEMENT COUNT LOCATION

DWG: F:\Projects\009-0822_LDVP\MasterXrefs\TrafficCountMap.DWG USER: gsmith
DATE: Jan 28, 2010 8:53am
XREFS:

PROJECT NO: 2009-0822 DRAWN BY: GNS DATE: 01/28/10	COLLEGE STREET TRAFFIC STUDY	OLSSON ASSOCIATES	201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT 1

Traffic Study
Pre-Closure Data Collection

- Peak Hour Street & Intersection Counts
  - AM and PM Peak Hour Turning Movements
  - Associate with School arrival/dismissal
- Nine Intersections
- Intersection Documentation
  - Geometry
  - Turn Lane Storage lengths
  - Photo Inventory

Traffic Study
Existing Conditions Analysis

- Review Traffic Counts
- Study Intersection Geometry
- Review Traffic Signal Timing

Traffic Study
Site Characteristics

- Use current Site Plan
- Consider Trip Generation
  - Existing Buildings
  - Future Planning

Traffic Study
Post-Closure Data Collection

- Allow Travelling public time to Adjust Driving Routes/Patterns
- Peak Hour Street & Intersection Counts
  - AM and PM Peak Hour Turning Movements
  - Associate with School arrival/dismissal
- 9 Intersections

Traffic Study
Post Redevelopment Traffic Volumes

- Comparisons of pre- and post- Closure Traffic Counts
- Adjust High School Traffic for redevelopment
- Assist in Planning for Development of Future Parking and Building needs

Traffic Study
Capacity/Operations Analysis

- Capacity Analysis for Post-redevelopment volumes
- Identify Areas of Concern
- Evaluate Traffic Signals using MUTCD

Traffic Study
Develop Recommendations

- Recommendations to Mitigate any Negative Impacts
- Purpose of Recommendation will be to Provide Acceptable Traffic Operations at Study Intersections Including
  - Traffic Control
  - Intersection Geometrics
  - Roadway Widening Recommendations

Traffic Study Documentation

- Final Report
- Reviewed by GIPS and City

Questions ?

R E S O L U T I O N 2010-172

WHEREAS, at the February 2, 2010 Study Session City Council discussed the closure of College Street from Custer Avenue to Lafayette Avenue, through the Grand Island Senior High campus; and

WHEREAS, school administration has requested a temporary closure of College Street from Custer Avenue to Lafayette Avenue to complete a traffic study; and

WHEREAS, Olsson Associates has been hired by the school system to complete such traffic study; and

WHEREAS, the temporary closure will begin on September 12, 2010 and could extend to October 15, 2010; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the temporary closure of College Street from Custer Avenue to Lafayette Avenue for traffic study, from September 12, 2010 to October 15, 2010 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 22, 2010.

_____

Margaret Hornady, Mayor

Attest:

_____

RaNae Edwards, City Clerk

Approved as to Form ¤ _____
June 18, 2010 ¤ City Attorney

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item J1

Approving Payment of Claims for the Period of June 9, 2010 through June 22, 2010

The Claims for the period of June 9, 2010 through June 22, 2010 for a total amount of $4,102,591.11. A MOTION is in order.

Staff Contact: Mary Lou Brown

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item J2

Approving Payment of Claims for the Period of June 9, 2010 through June 22, 2010 for the Veterans Athletic Field Complex

The Claims for the Veterans Athletic Field Complex for the period of June 9, 2010 through June 22, 2010 for the following requisitions.

#20 $205.82

A MOTION is in order.

Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 20

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

Payee	*Address*	*Amount To Be Paid*	*Cost of Issuance or Project Description*
Hall Co Weed Control	2807 W 2nd Street Grand Island, NE 68803	$110.29	Weed spraying
Olsson Associates	1111 Lincoln Mall PO Box 84608 Lincoln, NE 68501-4608	$95.53	Construction observation

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 11 day of June, 2010.

CITY OF GRAND ISLAND, NEBRASKA, as Owner

By Mary Jo Brown
Owner Representative

Schedule of Bills

Org	Object	Vendor Name/Number	Description	Invoice	PO #	WO#	Check #	Amount
40044450		PARKS & RECREATION						
90122		ATHLETIC COMPLEX						
1	235	HALL CO WEED CONTROL	WEED SPRAYING	5385			156816	110.29
1	190	OLSSON ASSOCIATES INC	CONSTRUCTION OBSERVATION	142861	21414		156897	95.53
					40044450 Org Total			**205.82**

OK

Hall County Weed Control

2807 W. 2nd St.
Grand Island, NE 68803

(308) 385-5097

Invoice

Date	Invoice #
5/24/2010	5385

Bill To
City of Grand Island - Parks Dept. PO Box 1968 Grand Island, NE 68802

P.O. No.	Terms	Job Site
		Vets Ball Complex

Quantity	Description	Rate	Amount
280	Glystar Plus 30 gal. drum/oz.	0.13	36.40T
53	Synurgize (Ams, Surf.)/oz.	0.13	6.89T
1	Pickup Spraying/hr	67.00	67.00
	Sales Tax	0.00	0.00

Voucher #

PO #			
Vendor #		235	
Invoice #		5358	
Description	WEED SPRAYING		
Approved by	MB	Date	5-27-10
Org-obj# 40044450-90122		Amount	110.29

A Service Charge will be assessed on accounts over 60 days.

Total $110.29

Invoice

OLSSON ASSOCIATES

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

May 27, 2010
Invoice No: 142861

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 March 14, 2010 through May 8, 2010. Services this period include answering questions from city staff.

Phase 600 Construction Observation

Professional Personnel

	Hours	Rate	Amount	
Loomis, Zack	1.00	64.01	64.01	
Rief, Matthew	.25	126.07	31.52	
Totals	1.25		95.53	
Total Labor				**95.53**

Total this Phase **$95.53**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	95.53	7,377.99	7,473.52
Limit			7,500.00
Balance Remaining			26.48

AMOUNT DUE THIS INVOICE **$95.53**

Authorized By: Matthew Rief

Partial payment

Voucher #

PO #	21414
Vendor #	190
Invoice #	142861
Description	Construction Observation
Approved by	Date 5-28-10
Org-obj#	Amount
40044450 - 90122	95.53

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item J3

Approving Payment of Claims for the Period of June 9, 2010 through June 22, 2010 for the State Fair Recreation Building

The Claims for the Period of June 9, 2010 through June 22, 2010 for the State Fair Recreational Building for the following requisitions:

#21 $360,000.00

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. ___021___

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:

Payee	*Address*	*Amount To Be Paid*	*Cost of Issuance or Project Description*
Sampson Construction Co., Inc.	3730 So. 14th Street Lincoln, NE 68502	$360,000.00	Primarily slabs, HVAC and change orders

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: 12/11/10

REQUEST APPROVED BY WELLS FARGO BANK, NATIONAL ASSOCAITION (Grand Island Branch, as assignee)

Authorized Officer

Attachments: 1. Invoices/Certificates for Payment
2. Insurance Certificate (if not previously provided)

DAVIS DESIGN

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

printed on recycled paper

June 3, 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.10 dated May 27, 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 **$360,000.00**.

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

PAGE ONE OF PAGES

TO OWNER: Nebraska State Fair Board
P.O. Box 1387
Grand Island, NE 68802

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 10

PERIOD TO: 5/31/2010

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 DATE (Column G on G703)		$ 3,515,000.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	351,500.00	
b. ___ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 351,500.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 3,163,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 2,803,500.00
8. CURRENT PAYMENT DUE		$ 360,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 1,395,043.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$586,543.00	
Total approved this Month		
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: 5-27-10

State of: Nebraska County of: Lancaster
Subscribed and sworn to before me this 27th day of May 2010
Notary Public: Julie A Scheele
My Commission expires: 5-14-2012

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 . . . . . $ 360,000

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

ARCHITECT: Davis Design, Inc.

By: _____ Date: 6-3-10

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

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: 10
APPLICATION DATE: 5/27/2010
PERIOD TO: 5/31/2010
ARCHITECT'S PROJECT NO: 09028

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	EXHIBITION BUILDING #3								
1	FOUNDATIONS	220,000	220,000			220,000	100%		22,000
2	SLABS	245,000	45,000	120,000		165,000	67%	80,000	16,500
3	PRECAST	60,000	60,000			60,000	100%		6,000
4	MASONRY	380,000	380,000			380,000	100%		38,000
5	STEEL	75,000	65,000	10,000		75,000	100%		7,500
6	CARPENTRY	45,000						45,000	0
7	SEALANTS	15,000						15,000	0
8	HM/DOORS/HARDWARE	125,000		10,000		10,000	8%	115,000	1,000
9	ALUMINUM & GLASS	140,000		20,000		20,000	14%	120,000	2,000
10	OVERHEAD DOORS	15,000						15,000	0
11	METAL STUDS/DRYWALL	65,000	20,000	10,000		30,000	46%	35,000	3,000
12	ACT	18,000						18,000	0
13	PAINTING	52,000		10,000		10,000	19%	42,000	1,000
14	FLOOR SEALER	24,000						24,000	0
15	SPECIALTIES	34,000						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	340,000			340,000	100%		34,000
19	FIRE SPRINKLER	130,000	75,000	20,000		95,000	73%	35,000	9,500
20	HVAC	290,000	190,000	40,000		230,000	79%	60,000	23,000
21	PIPING	300,000	260,000	10,000		270,000	90%	30,000	27,000
22	ELECTRICAL	399,000	230,000	20,000		250,000	63%	149,000	25,000
23	PAYMENT & PERFORMANCE BOND	25,000	25,000			25,000	100%		2,500
24	GENERAL CONDITIONS	280,000	160,000	30,000		190,000	68%	90,000	19,000
25	CHANGE ORDER #1	342,893	240,000	60,000		300,000	87%	42,893	30,000
26	CHANGE ORDER #2	239,337	110,000	40,000		150,000	63%	89,337	15,000
27	CHANGE ORDER #3	4,313						4,313	0
	GRAND TOTALS	**4,558,543**	**3,115,000**	**400,000**	**0**	**3,515,000**	**77%**	**1,043,543**	**351,500**

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

City of Grand Island

Tuesday, June 22, 2010
Council Session

Item X1

Discussion Concerning IBEW - Service/Clerical Labor Contract

The City Council may vote to go into Executive Session as required by State law to discuss IBEW - Service/Clerical Labor Contract for the protection of the public interest.

Staff Contact: Jeff Pederson