



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item J3

Approving Payment of Claims for the Period of June 23, 2010 through July 13, 2010 for the State Fair Recreation Building

The Claims for the Period of June 23, 2010 through July 13, 2010 for the State Fair Recreational Building for the following requisitions:

#22 \$2,666.47

#23 \$ 117.05

TOTAL: \$2,783.52

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 022

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

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Davis Design	211 North 14 th Street Lincoln, NE 68508	\$2,666.47	Construction administration

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

1. All of the provisions of the Lease and the Escrow Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.
2. The payments to be made to the payees set forth above are for costs of construction and/or acquisition of the Project (as defined in the Escrow Agreement) described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid. Any amounts to be reimbursed to the Lessee are for advances made by the Lessee from its own funds not earlier than May 1, 2009.
3. All of Lessee's representations, covenants and warranties contained in the Lease and the Certificate with Respect to Tax Matters (the "Tax Certificate") were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request, and the Lessee has fully and satisfactorily performed all of its covenants, representations and obligations to date required under the Lease, the Escrow Agreement and the Tax Certificate. No Default Event has occurred under the Lease.
4. The Lessee understands that the Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

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

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

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

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

7. Lessee attaches hereto the following items:

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

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

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mark J. Brown
Title: Finance Director
Date: 6/17/10

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

[Signature]
Authorized Officer

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



Invoice number 14186
May 31, 2010

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

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

Principals:

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

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

Associate Principal:

MICHAEL D. MARSH, AIA

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

Senior Associates:

Fee: \$ 183,476.60

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

Phase	Contract Amount	Percent Complete	Total Billed
Schematic Design	18,347.66	100.00 %	18,347.66
Design Development	45,869.15	100.00 %	45,869.15
Contract Documents	82,564.47	100.00 %	82,564.47
Bidding/Construction Admin.	36,695.32	79.50 %	29,172.78
Total Billed			175,954.06
Fee previously billed			173,444.10
Current fee billing			2,509.96

Reimbursable	Cost	Mult	Amount
Film and Film Processing	59.40	1.10	65.34
Travel	82.88	1.10	91.17
Reimbursable subtotal			156.51

PLEASE PAY THIS AMOUNT

2,666.47

Lincoln:

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

Omaha:

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

FOR THE FIRM

MATTHEW C. METCALF
DAVIS DESIGN

www.davisdesign.com



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

REIMBURSABLE EXPENSES WORKSHEET

Project Information

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

SUMMARY OF EXPENSES

Travel Expenses	\$	82.88
Print Log Expenses	\$	-
Film Processing Expenses	\$	59.40
In-House Copy Expenses	\$	-
US Postal Service Expenses	\$	-
Express Shipping Expenses	\$	-
Total Expenses	\$	142.28

Travel Expenses

Date	Person(s) Traveling	# of Trips	Cost per trip	Total Cost
04/27/10	Chad Vogel	0.2	\$ 97.50	\$ 19.50
05/04/10	Chad Vogel	0.25	\$ 97.50	\$ 24.38
05/11/10	Chad Vogel	0.2	\$ 97.50	\$ 19.50
05/18/10	Chad Vogel	0.2	\$ 97.50	\$ 19.50
			Total	\$ 82.88

Print Log Expenses

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

Film Processing Expenses

Date	Place of Processing	By	Quantity	Cost per picture	Total Cost
04/27/10	DD Photo Processing	CV	18	\$ 1.10	\$ 19.80
05/04/10	DD Photo Processing	CV	17	\$ 1.10	\$ 18.70
05/18/10	DD Photo Processing	CV	19	\$ 1.10	\$ 20.90
				Total	\$ 59.40

In-House Copy Expenses

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

US Postal Service Expenses

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

Express Shipping Expenses

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

Exhibit A to Escrow Agreement
(FORM OF PAYMENT REQUEST)

Payment Request No. 023

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

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
City of Grand Island	100 E 1 st St, PO Box 1968 Grand Island, NE 68802-1968	\$117.05	Electrical usage and service charge for 5/14/2010 through 6/15/2010

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.

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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 Jo Brown
Title: Finance Director
Date: 6/29/10

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


Authorized Officer

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

CITY OF GRAND ISLAND

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

ACCOUNT NUMBER: 086-45000-4

BILLING DATE: 6/24/2010

SERVICE ADDRESS:
525 E FONNER PARK RD

AMOUNT DUE

117.05

PAYMENT DUE BY 7/19/2010

STATE FAIR PARK EXHIBITION BLDG # 3
CITY OF GRAND ISLAND / PARKS
PO BOX 1968
GRAND ISLAND NE 68802

P O BOX 1968
GRAND ISLAND NE 68802-1968

AMOUNT PAID _____

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

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

ELECTRIC BILLING:

PRESENT	PREVIOUS	CONSUMPTION
880		880

ENERGY CHARGE	83.92
POWER ADJ. .00983 /KWH	8.65
ELECTRIC SALES TAX	6.48
OTHER CHARGES-SERV CHG	18.00

WATER/SEWER BILLING:

PRESENT	PREVIOUS	CONSUMPTION
		EST.
WATER CHARGE		.00
FEDERAL CLEAN WATER ACT		.00

CURRENT CHARGES 117.05

ACCOUNT NUMBER: 086-45000-4
STATE FAIR PARK EXHIBITION BLDG # 3
CITY OF GRAND ISLAND / PARKS
525 E FONNER PARK RD
PO BOX 1968
GRAND ISLAND NE 68802

BILLING DATE:	6/24/2010
LAST READ DATE:	6/15/2010
PRIOR READ DATE:	5/14/2010
# DAYS IN BILLING CYCLE:	32
ENERGY COST PER DAY:	2.89
TOTAL UTILITY COST PER DAY:	3.66
LAST PAYMENT DATE:	6/16/2010
LAST PAYMENT AMOUNT:	100.51

A LATE PAYMENT CHARGE OF \$ 3.17
WILL BE ASSESSED IF PAYMENT IS NOT
RECEIVED BY 7/19/2010.

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

TOTAL AMOUNT DUE 117.05