
City of Grand Island



Tuesday, July 13, 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, July 13, 2010

Council Session

Item C.1

**Public Hearing and Approval of Fiscal Year 2010-2011 Grand
Island Area Solid Waste Agency**

Staff Contact: Steve Riehle

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: July 13, 2010

Subject: Public Hearing and Approval of FY 2010-2011 Grand Island Area Solid Waste Agency Budget

Item #'s: C-1 & C-2

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

Background

The Solid Waste Agency is required to hold a budget hearing separate from that of the City and approve the budget by passing a resolution.

Discussion

A copy of the budget that has been developed for the Agency is attached. The Agency budget is the same as the City Solid Waste Division budget (Fund 505) and appears in the City's Annual Budget Document for Fiscal Year 2010-2011.

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

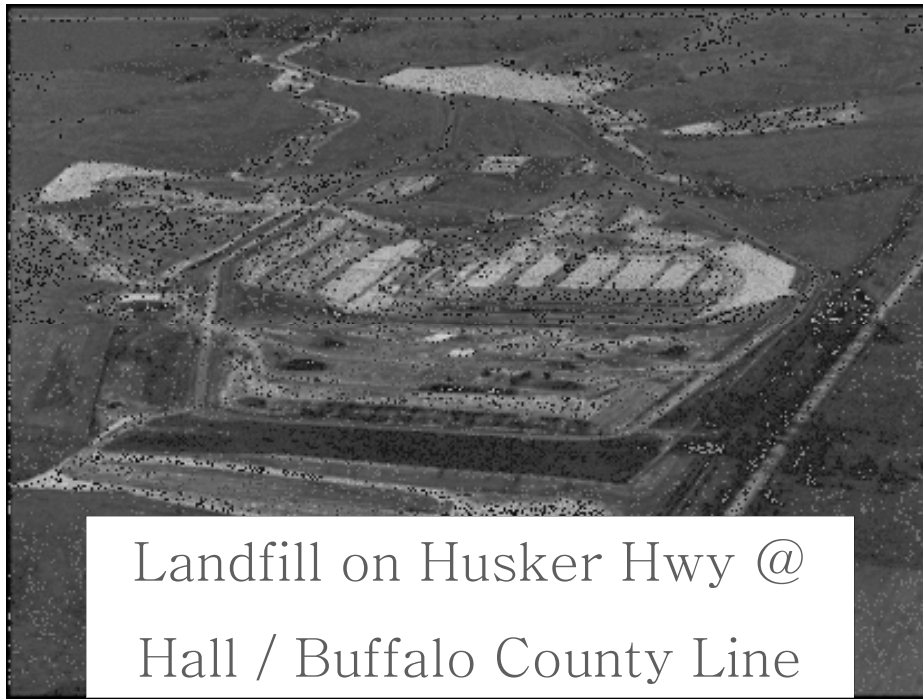
City Administration recommends that the Council approve the budget for the Solid Waste Agency for the FY 2010-2011.

Sample Motion

Move to approve the budget for the Solid Waste Agency.

Solid Waste Division

FY 2011 Budget



Grand Island Area Solid Waste Agency

- **Formed August 1992 by Interlocal Agreement**
 - **Hall County**
 - **City of Grand Island**
- **Created under State Law**
- **Provides budget review**
- **Facilities operate under NDEQ Title 132 regulations**

Enterprise Fund

- **Receive no funding from General Fund**
- **All revenues generated from tipping fees**
- **One of the few Divisions with competition**

Transfer Station

- Located at the northwest corner of Old Potash Hwy & Monitor Road
- Built by Hall County as a baler station
- 1993 - Converted to Transfer Station
- Utilized by most packer trucks and all small customers



Landfill

- Located on Husker Highway at the Hall/Buffalo County line
- Phase I consists of four cells
 - Cell 1 (1993)
 - 20 year bond of \$4.5 million for original construction
 - Bond will be fully paid in October 2012
 - Cell 2 (1998)
 - Paid cash for construction
- Utilized by some packer trucks and all large roll off containers
- Vehicles must be hydraulic unloading to utilize landfill



Landfill (Continued)



- **Phase I Future Expansions**
 - Cell Three will be constructed in FY 2012 or FY 2013.
 - Division staff already working on bulk earthwork
 - Anticipate that Cell Three construction will be paid with cash from unrestricted reserves.
- **Major Permit Modification**
 - Increase side slopes from 6.5H:1V to 4H:1V
 - Greatly increased the size of future Cell 3
 - Will now be constructed in two sections (Cell 3 and Cell 4)
 - 2.5 Million cubic yards of additional airspace gained.
 - Additional revenue and site life for the Landfill
 - Minimal additional expense

Facility Hours Of Operation

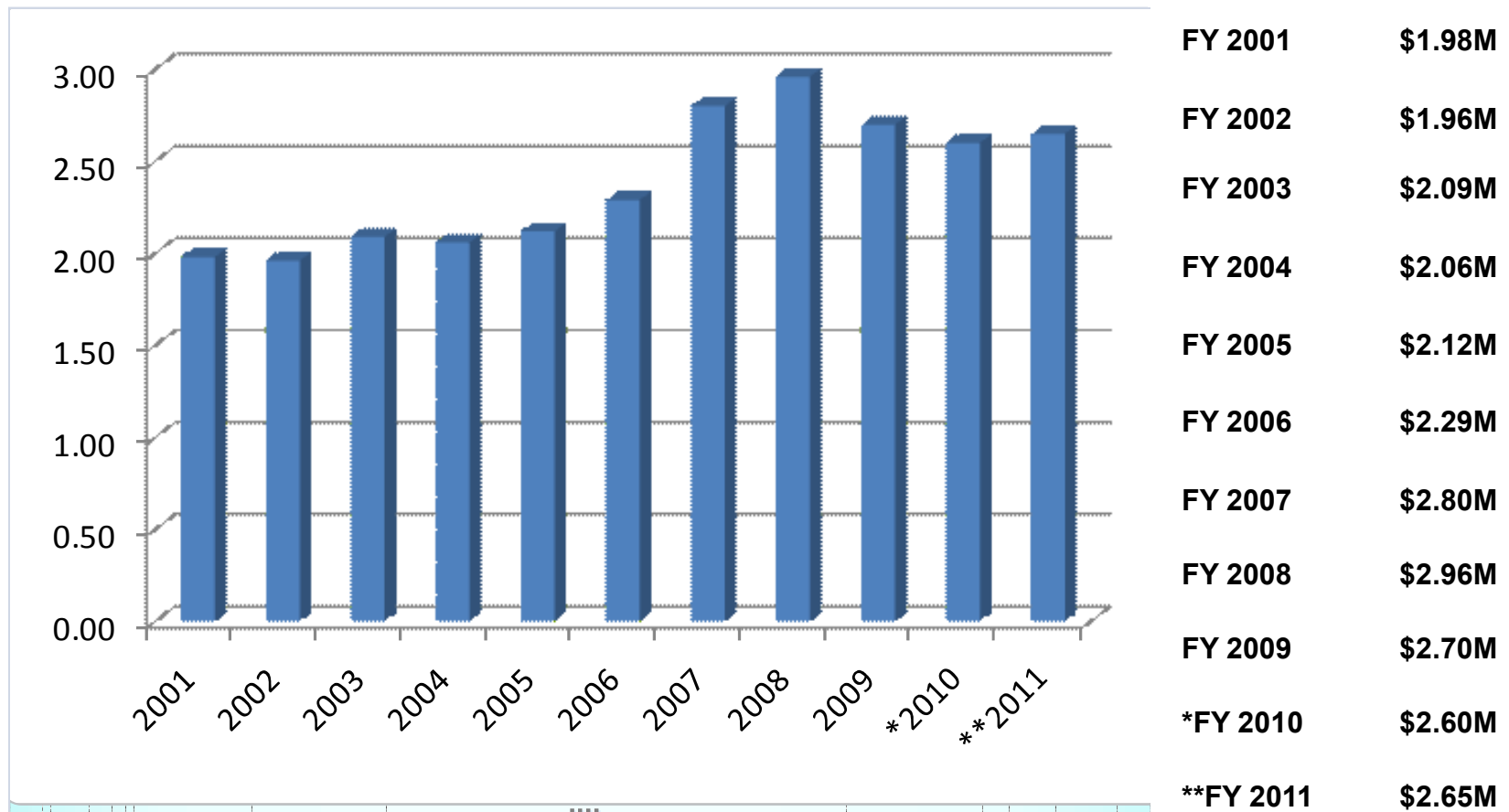
- **Landfill**
 - Monday thru Friday 7:30 – 4:00
 - Saturday 7:30 – 12:00
- **Transfer Station**
 - Monday thru Friday 7:00 – 4:00
 - Saturday 7:00 – 12:00
- **Yard Waste Site (March thru November)**
 - Mon., Tues., Thurs., Fri. 10:00 – 6:00
 - Saturday 8:00 – 4:00
 - Free disposal of grass and leaves to residents (not free to contractors)

Residential Clean-up Card

- For Grand Island residents and residents within 2-mile zoning jurisdiction
 - Two free loads per year up to 800 lbs. per load
 - 2009
 - 2,819 cards issued
 - 3,132 loads
 - 956.53 tons disposed of
- FY 2009 cost was \$35,500

<div><div>Clerk's Signature</div><div><input type="checkbox"/></div></div> <div><div>Date</div><div><input type="checkbox"/></div></div> <div><div>Clerk's Signature</div><div><input type="checkbox"/></div></div> <div><div>Date</div><div><input type="checkbox"/></div></div> <div><div>Address</div><div><input type="text"/></div></div> <div><div>Name</div><div><input type="text"/></div></div>	<div><div>Restrictions</div><ul style="list-style-type: none">• No lead acid batteries• No tires• No appliances or white goods• No liquids• No hazardous wastes• One card per address, Resident only• Must be a resident of Grand Island• May be required to show identification• Truck or trailers must be tarped or netted to prevent loss of materials<div>\$10 Fee on Uncovered Loads</div></div>
<div><div>Residential Clean up Card</div><div>Valid January 1 to December 31, 2008</div><div><div>\$10 Fee on Uncovered Loads</div><div><div></div><div><div>Transfer Station</div><div>5050 Old Potash Highway</div><div>(308) 385-5433</div><div>Mon.-Fri. 7-4 Sat. 7-12</div></div></div></div></div>	<div><div>RESIDENTIAL CUSTOMERS ONLY</div><div><div>Lost Cards will not be replaced.</div><div>Good for two free standard pick-up loads. <small>(up to 800 lbs per load)</small></div></div><div><div></div></div></div>

Revenue From Tipping Fees



***2010 is projected revenue**

****2011 is revenue from proposed budget**

FY 2011 Budget

SOLID WASTE

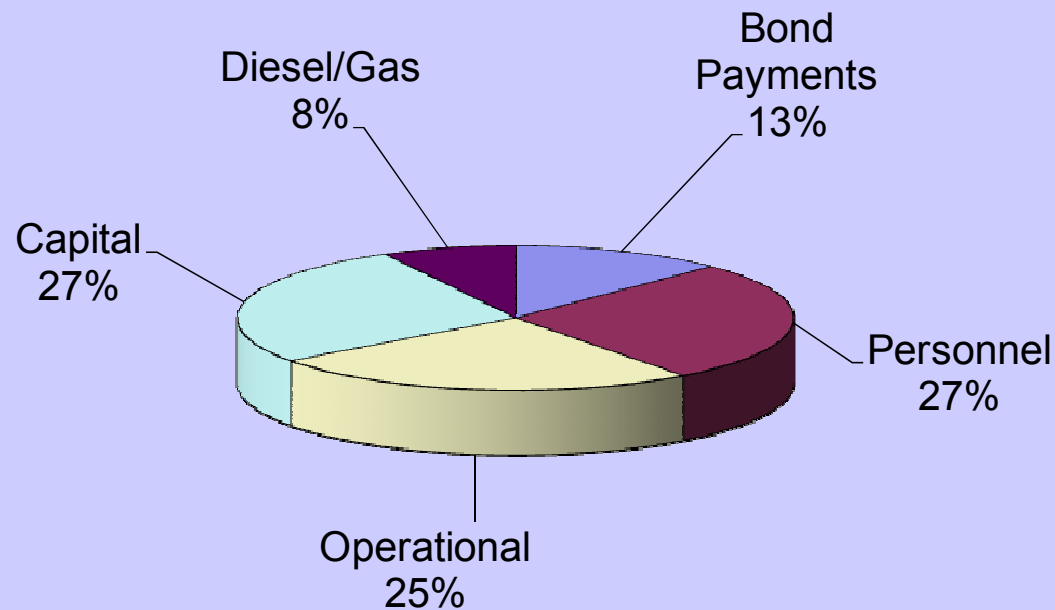
	<u>2008 Actual</u>	<u>2009 Actual</u>	<u>2010 Budget</u>	<u>2010 Projected</u>	<u>2011 Budget</u>
Beginning Cash Balance	5,995,801	7,171,603	7,634,866	7,634,866	7,782,632
Revenue	3,502,824	3,028,410	3,060,826	2,866,903	2,958,922
Transfers In	-	-	-	-	-
Total Resources Available	9,498,625	10,200,013	10,695,692	10,501,769	10,741,554
Expenditures	2,327,022	2,565,147	2,973,942	2,719,137	2,924,920
Transfers Out	-	-	-	-	-
Total Requirements	2,327,022	2,565,147	2,973,942	2,719,137	2,924,920
Ending Cash Balance	7,171,603	7,634,866	7,721,750	7,782,632	7,816,634
➡ Restricted Cash-Future Expansion	-	-	-	-	3,106,500
➡ Restricted Cash-Landfill Closure	2,947,231	3,287,530	3,297,231	3,569,275	3,819,275
Unrestricted Cash	4,224,372	4,347,336	4,424,519	4,213,357	890,859
	7,171,603	7,634,866	7,721,750	7,782,632	7,816,634

Unrestricted & Restricted Cash Reserves

- **Unrestricted Cash**
 - Used for daily operations
- **Restricted Cash (Two separate restricted funds)**
 - Set aside for
 - **Closure activities (final cover) and Post-Closure activities (environmental monitoring services for 30 years after closure required per NDEQ Title 132)**
 - **Future landfill expansion projects (Cells 3 and 4)**

FY 2011 Budget

Breakdown of Expenses



Budget changes for 2011

- **2.5% (\$46,000) reduction in operations and personnel compared to FY 2010 budget**
- **Added restricted fund account for future landfill expansions**
- **One major capital replacement expense (dozer for Landfill)**

2011 Budget Conclusion

- **Price is the best way to maintain solid waste flows**
- **No rate increase proposed again for FY 2011**
 - **Last rate increase was October 1, 2004**
- **What we're working on**
 - **Re-permitting of landfill as required by NDEQ Title 132 regulations every five years (Renews in April 2011)**
 - **Bulk earthwork/excavation at landfill in preparation for Cell 3 construction in FY 2012/FY 2013**
- **Any Questions?**



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item C.2

**#2010-SWA-1 - Approving Adoption of Fiscal Year 2010-2011
Annual Budget for the Grand Island Area Solid Waste Agency**

This item relates to the aforementioned Solid Waste Agency Item C-1.

Staff Contact: Steve Riehle

RESOLUTION 2010-SWA-1

WHEREAS, a Public Hearing on the Solid Waste Agency Budget was held on July 13, 2010.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, acting as the governing body of the Grand Island Area Solid Waste Agency, that the Agency's 2010-2011 budget in the form presented is hereby approved and adopted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2010	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item E1

**Public Hearing on Request from La Cabana LLC dba La Cabana,
1201 South Locust Street, Suite A for a Class "I" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 13, 2010

Subject: Public Hearing on Request from La Cabana LLC dba La Cabana, 1201 South Locust Street, Suite A for a Class “I” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

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

Discussion

La Cabana LLC dba La Cabana, 1201 South Locust Street, Suite A has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of spirits, wine, and beer, on sale only inside the corporate limits of the city.

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

Also submitted with this application was a Liquor Manger Designation request from Alberto Baldovinos, 235 North Custer Street.

Due to the discrepancies in the application that were uncovered during the Police investigation, it is recommended that the City Council deny the application for the liquor license and also the application for Liquor Manager designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to deny the application for La Cabana LLC dba La Cabana, 1201 South Locust Street, Suite A for a Class "I" Liquor License and Liquor Manager designation for Alberto Baldovinos, 235 North Custer Street.

07/06/10
11:07

Grand Island Police Department
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : 13:24:40 06/23/2010
Occurred before : 13:24:40 06/23/2010
When reported : 13:24:40 06/23/2010
Date disposition declared : 06/23/2010
Incident number : L10063772
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 1201 Locust St S; Suite A
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : O Officer Report
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number :
Geobase address ID :
Long-term call ID :
Clearance Code : O Open Case
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	93768	06/28/10	Baldovinos-Garcia, Alberto	Owner/Liquor Manage

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT03	Bar/Night Club	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application from La Cabana and a Copy of a Liquor Manager Application from Alberto Baldovinos.

LAW INCIDENT RESPONDERS DETAIL:

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

07/06/10
15:51

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

450
Page: 2

318

Grand Island Police Department
Supplemental Report

Date, Time: Mon Jun 28 16:02:23 CDT 2010
Reporting Officer: Vitera
Unit- CID

I received a copy of a liquor license application from La Cabana and a copy of a liquor manager application from Alberto Baldovinos. La Cabana looks to be a restaurant in the old Godfather's/Doozy's/Deleon's building. According to the application, Alberto has lived in Grand Island and worked at El Toro since 2001.

Alberto disclosed that he has been convicted of a DUI about nine or ten years ago in Missouri, a Third Degree Assault in Hall County in 2009, Carrying a Concealed Weapon (CCW) in Hall County in 2008, no proof of insurance in 2007, and two convictions for speeding. Paperwork was also included that indicated the assault conviction and the CCW conviction were recently "set aside" by the court. The paperwork showed the orders but the judge's signature was not included. I was able to verify through NCJIS that the CCW charge was set aside, but I couldn't find anything on the assault charge. If the CCW charge had not been set aside, or the assault charge is not set aside; either conviction would automatically disqualify Alberto from receiving a liquor license.

On 6/29/10, I spoke to Steve Dowding who is the attorney that assisted Alberto with the application. Steve said he would track down the paperwork on the assault charge that would show the judge's signature. He told me he would get me a copy by the end of the week. I told him that the application is set to go in front of the council on 7/13/10, and packets are prepared for council members the Thursday before. On 7/1/10, I received an e-mail from Steve Dowding that included a signed copy of the order setting aside Alberto's assault conviction in 2009.

While continuing to check NCJIS, I found that Alberto has three undisclosed convictions for speeding. On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution."

Alberto's failure to disclose his speeding convictions technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The undisclosed convictions would fall under state law or local ordinance. Either way, the conviction is either an infraction or a misdemeanor that does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license.

NCJIS also indicates that Alberto is a "Multi-State offender." The status could be solely attributed to his DUI conviction in Missouri, or he could have more criminal history outside the State of Nebraska. As I am not allowed to run criminal histories on liquor license investigations, I don't know if there are more undisclosed convictions out of state.

On 6/30/10, I stopped by U.S. Bank and tried to obtain Alberto's business

07/06/10
15:51

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

450
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account information. I spoke to Sara Anderson and gave her the release from harm form that Alberto signed. At the end of the day, I still had not heard back from U.S. Bank. I called back the next day and was informed that the form Alberto had signed was not sufficient. The bank called Alberto and had him sign one of their forms. I was then able to pick up account information on 7/2/10.

Alberto opened his business account on 5/4/10, and he is the only signer on the account. As of 7/1/10, the balance in the account was \$6811.97. I noticed on the liquor license application, Alberto advised that he had not borrowed any money to establish or operate the business. Exhibit A in the liquor license application states that Alberto has spent \$34,704 on items for the restaurant. His rent is \$1875 per month. I did not see any expenditures for food.

I met with Alberto on 7/2/10. I asked him how he got the money to start his business. Alberto advised that he had an "account" in Mexico that had about \$19,000 in it. When asked why he didn't have an account here, he said that the \$19,00 was money he sent to relatives. They held it and could use it in case of an emergency. I asked where the rest of the money came from. He initially responded by saying that he "borrowed" \$10,000 from his dad in Missouri. I then showed him the spot on the application where it asks if he borrowed any money to establish or operate his business. He had checked the "no" box. Alberto then said that his father gave him the money and didn't necessarily expect repayment. According to Alberto, the understanding between his father and him is that Alberto will repay him only if the restaurant succeeds.

The \$29,000 he accounted for still doesn't explain where he got all the money. When confronted with this, Alberto said the rest of the money was his that he had personally saved. He also told me that the money in the business account is from deposits from sales at the restaurant.

Alberto said that he has hired two waiters, two bus boys, two cooks, and one dishwasher. He may also have a part-time hostess. He has not had to pay for his food yet. Alberto said the restaurant is open from 11A to 10P on weekdays and 11A until 1030P on weekends. Alberto wants to serve alcohol at his restaurant but has no plans to run a bar or bring in entertainment. La Cabana should be similar to El Toro.

I told Alberto that since there is some uncertainty as to whether he "borrowed" money to establish/operate the business when he claimed that he had not, it is very possible that the police department may recommend a denial of the liquor license.

The Grand Island Police Department suggests that the Council recommend a denial of the license to the Nebraska Liquor Control Commission due to the discrepancies in the application that were uncovered during the investigation.

= = = = =

IN THE COUNTY COURT OF HALL COUNTY, NEBRASKA

STATE OF NEBRASKA,

Plaintiff,

vs.

ALBERTO BALDOVINOS-GARCIA,

Defendant.

FILED
REYNALDA A CARPENTER
JUN 2 - 2010
CLERK MAGISTRATE
HALL CO COURT

Case No. CR09-1137

AMENDED ORDER SETTING
ASIDE CONVICTION

ON THIS 25th day of May, 2010, this matter came on for hearing before the Court on the Petition filed herein by the Defendant, Alberto Baldovinos-Garcia, by and through his attorney, Steven W. Dowding, to set aside the conviction rendered on the 29th day of June, 2010.⁻⁶⁹

The Court, having examined the Petition on which this Order is made, and being fully advised in the premises, hereby FINDS AND ORDERS AS FOLLOWS:

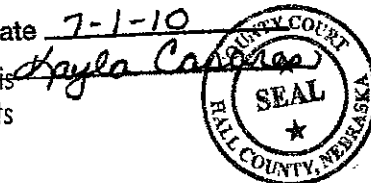
The conviction rendered on the 29th day of June, 2009, should be and hereby is set aside and said conviction is hereby nullified.

IT IS FURTHER ORDERED that all civil disabilities imposed as a result of the conviction herein be removed as though a pardon had been issued and that the setting aside of this conviction in accordance with the Nebraska Probation Administration Act shall not:

- (a) Require the reinstatement of any office, employment, position which was previously held and lost or forfeited as a result of the conviction;
- (b) Preclude proof of a plea of guilty whenever such plea is relevant to the determination of an issue involving the rights or liabilities of someone other the offender;
- (c) Preclude proof of the conviction as evidence of the commission of the misdemeanor or felony whenever the

STATE OF NEBRASKA
COUNTY OF HALL
I CERTIFY THAT THIS
IS A TRUE COPY OF THE
ORIGINAL ON FILE WITH
THIS COURT.

Date 7-1-10

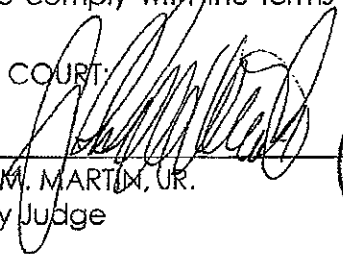


000050364C08

fact of its commission is relevant for the purpose of impeaching the offender as a witness, except that this Order setting aside the conviction may be introduced in evidence;

- (d) Preclude use of the conviction for the purpose of determining sentence on any subsequent conviction of a criminal offense;
- (e) Preclude the proof of the conviction as evidence of the commission of the misdemeanor or felony in the event an offender is charged with a subsequent offense and the penalty provided by law is increased if the prior conviction is proved;
- (f) Preclude the proof of the conviction to determine whether an offender is eligible to have a subsequent conviction set aside in accordance with the Nebraska Probation Administration Act;
- (g) Preclude use of the conviction as evidence of commission of the misdemeanor or felony for purposes of determining whether an application filed for a license issued under sections 71-1901 to 71-1906.01 or the Child Care Licensing Act or a certificate issued under sections 79-806 to 79-815 should be denied, suspended, or revoked;
- (h) Preclude proof of the conviction as evidence whenever the fact of the conviction is relevant to a determination of risk of recidivism under Section 29-4013; or
- (i) Relieve a person who is convicted of an offense for which registration is required under the Sex Offender Registration Act of the duty to register and to comply with the terms of the act.

BY THE COURT:



PHILIP M. MARTIN, JR.
County Judge



Prepared by:
STEVEN W. DOWDING, #19518
Attorney for
DOWDING, DOWDING & DOWDING
2121 No. Webb Road, Suite 210
P.O. Box 5315
Grand Island, NE 68802-5315
Telephone: 308-382-9244
Facsimile: 308-382-9264
E-mail: s3dlaw@kdsi.net

I Alberto Baldovinos aka Alberto Baldovinos Garcia give USbank permission to give any information requested by the Grand Island Police Department-Police Sergeant Dave Vitera regarding my Business account La Cabana, LLC. This request is needed for my application for a Liquor License. Information included but not limited is the following:

When the business account was opened MAY 4, 2010

Who the signers are on the business account Alberto Baldovinos

The Business account balance for any dates needed \$6,811.97 as of 7-1-10

How many business accounts I have -one Account

And any other information needed regarding by business account.

Alberto Baldovinos
Alberto Baldovinos Garcia

Dated 7/01/10

Came before me Alberto Baldovinos Garcia on July 1, 2010

Sara Anderson 7-1-2010





City of Grand Island

Tuesday, July 13, 2010

Council Session

Item E2

**Public Hearing on Request from Lily, Inc. dba Conoco One Stop,
2105 West 2nd Street for a Class "D" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 13, 2010

Subject: Public Hearing on Request from Lily, Inc. dba Conoco One Stop, 2105 West 2nd Street for a Class “D” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

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

Discussion

Lily, Inc. dba Conoco One Stop, 2105 West 2nd Street has submitted an application for a Class “C” Liquor License. A Class “D” Liquor License allows for the sale of alcohol off sale only inside the corporate limits of the city.

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

Also submitted with this application was a Liquor Manger Designation request from Mohammad Kalam, 2307 West 1st Street.

The Police Departments recommendation is to deny the applications for both the liquor license and Liquor Manager Designation due to past offenses while holding a similar license and the fact that the letter sent by the City Clerk to the applicant at his home address was returned.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to deny the application for Lily, Inc. dba Conoco One Stop, 2105 West 2nd Street for a Class "D" Liquor License and Liquor Manager designation for Mohammad Kalam, 2307 West 1st Street.

06/30/10
16:28

Grand Island Police Department
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : 13:16:00 06/23/2010
Occurred before : 13:16:00 06/23/2010
When reported : 13:16:00 06/23/2010
Date disposition declared : 06/23/2010
Incident number : L10063770
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 2105 2nd St W
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 3212
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	75050	06/28/10	Kalam, Mohammad A	Owner/Manager
NM	117330	06/28/10	Nasrin, Hasatun	Mohammad's Spouse

LAW INCIDENT CIRCUMSTANCES:

Se Circu Circumstance code : Miscellaneous

1 LT07 Convenience Store

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application from the Conoco One Stop and a Copy of a Liquor Manager Application from Mohammad Kalam

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

06/30/10
16:28

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	14:24:24 06/28/2010

06/30/10
16:28

Grand Island Police Department
LAW INCIDENT TABLE

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Page: 3

318

Grand Island Police Department
Supplemental Report

Date, Time: Mon Jun 28 14:24:42 CDT 2010
Reporting Officer: Vitera
Unit- CID

I received a copy of a liquor license application from Mohammad Kalam who owns Lily Inc. and wishes to have a liquor license at the Conoco One Stop. I also received a copy of a liquor manager application from Mohammad Kalam. Mohammad's wife, Nasrin Hasatun is also listed on the application. She filled out a Spousal Affidavit of Non-Participation form.

According to the application, Mohammad and Nasrin have lived in Grand Island since 2002. On the spot on the application where it asks for convictions, the "no" box was checked.

I looked in Spillman and NCJIS for Mohammad and Nasrin. I found them both. Mohammed has a violation for selling alcohol to a minor. Nasrin has no violations listed in Spillman. When checking NCJIS, I confirmed that Mohammad was convicted of selling alcohol to a minor. Nasrin has no convictions in NCJIS.

On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution."

Mohammad's failure to disclose his conviction for selling to a minor technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The undisclosed conviction would fall under state law. However, the conviction is a misdemeanor that does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license.

The application also included a letter to the NLCC from the applicant's attorney indicating that there was a "liquor license at the address that was voluntarily surrendered to the commission for violations that happened in the past." The letter goes on to say that the attorney's client has created a new corporation that has no employees from his old corporation. The letter closes with, "We have resolved our problems over the past four years and would like the opportunity again to have a Class D Liquor License."

I checked the NLCC's web-site and couldn't find any information on the old license that would give me a history of violations. On 6/29/10, I called the

NLCC and spoke to Holly Erickson regarding this application. Holly advised that Mohammad Kalam had a liquor license from approximately June of 2002 until about May of 2006. During that time, the business was cited for selling to a minor six times. One of the citations was dismissed because of what appears to be a plea agreement. The NLCC was set to cancel his license, but Mohammad voluntarily surrendered it a few weeks before it could be cancelled.

Under Nebraska Revised Statute 53-132, the NLCC shall consider several factors and circumstances before granting a license. One such consideration deals with
06/30/10 Grand Island Police Department 450
16:28 LAW INCIDENT TABLE Page: 4

the applicant's demonstrated ability to manage and control the premises. Under 2 (C) it reads, "... the applicant has demonstrated that the type of management and control to be exercised over the premises described in the application will be sufficient to insure that the licensed business can conform to all provisions and requirements of and rules and regulations adopted pursuant to the act [Nebraska Liquor Control Act]..."

The letter from the applicant's attorney to the NLCC which I referenced earlier says that they have resolved their problems over the last four years. It doesn't say how the problems were resolved. While Mohammad was only cited once for selling to a minor, the liquor license was under his name; and he was responsible for the management and control of the premises. New employees in Mohammad's corporation does very little or nothing to change the problem of his demonstrated lack of management. With Mohammad's track record regardless of an old or new corporation, the Grand Island Police Department can not recommend that a license be issued to him.



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item E3

**Public Hearing on Request from Doc & Fritz's Shady Bend LLC
dba Doc & Fritz's Shady Bend, 3409 East Highway 30 for a Class
"C" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 13, 2010

Subject: Public Hearing on Request from Doc & Fritz's Shady Bend LLC dba Dock & Fritz's Shady Bend, 3409 East Highway 30 for a Class "C" Liquor License

Item #'s: E-3 & I-3

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

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

Discussion

Doc & Fritz's Shady Bend LLC dba Doc & Fritz's Shady Bend, 3409 East Highway 30 has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol, on and off sale inside the corporate limits of the city.

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

Also submitted with this application was a Liquor Manger Designation request from Craig Woodward, 819 Stockyards Lane.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Doc & Fritz's Shady Bend LLC dba Doc & Fritz's Shady Bend, 3409 East Highway 30 for a Class "C" Liquor License contingent upon final inspections and Liquor Manager designation for Craig Woodward, 819 Stockyards Lane contingent upon Mr. Woodward completing a state approved alcohol server/seller training program.

06/28/10
13:18

Grand Island Police Department
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : 13:19:36 06/23/2010
Occurred before : 13:19:36 06/23/2010
When reported : 13:19:36 06/23/2010
Date disposition declared : 06/23/2010
Incident number : L10063771
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 3409 US Highway 30 E
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : O Officer Report
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 33480
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	157444	06/24/10	Woodward, Karen	Owner
NM	20940	06/23/10	Woodward, Craig O	Owner/Liquor Manage

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT03	Bar/Night Club	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application from Doc & Fritz's Shady Bend and a copy of a Liquor Manager Application from Craig Woodward.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

06/28/10
13:18

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	11:11:41 06/24/2010

318

Grand Island Police Department
Supplemental Report

Date, Time: Thu Jun 24 11:11:58 CDT 2010
Reporting Officer: Vitera
Unit- CID

I received a copy of a liquor license application from Doc & Fritz's Shady Bend and a copy of a liquor manager application from Craig Woodward. On the liquor license application, Craig disclosed that he has been convicted of trespassing back in 1965 and of speeding a few years ago. Craig's wife (Karen Woodward) is also listed on the application. She disclosed a conviction for having a dog at large in Omaha around 1991 or 1992.

I checked Spillman for Craig and Karen. There wasn't an entry for Karen. Craig was in Spillman but didn't have any violations listed. I also checked NCJIS for each of them. Karen didn't have any convictions listed in NCJIS. Craig has two convictions for speeding.

On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution."

Craig's failure to disclose his speeding conviction technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The undisclosed conviction would fall under state law or local ordinance. Either way, the conviction is either an infraction or a misdemeanor that does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license.

In summary, the Grand Island Police Department has no objection to Doc & Fritz's Shady Bend receiving a liquor license or to Craig Woodward being the liquor manager.



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item E4

Public Hearing on Acquisition of Utility Easement - Between North and Engleman Roads, and between White Cloud and One R Roads - Robert and Shirley Bruhn

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: July 13, 2010

Subject: Acquisition of Utility Easement – Between North and Engleman Roads, and between White Cloud and One R - Roads Robert and Shirley Bruhn

Item #'s: E-4 & G-2

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

Background

The Electric Department has electric distribution substations connected at various distances along a 115 kV transmission loop. The loop generally runs along the outer edge of the urban area, providing power to the substations and providing power supply redundancy by use of the looped configuration. A map of the transmission system is attached for reference. Substations reduce voltage from the 115,000 volt level to 13,800 volts for distribution to individual customers across the City. Substations “E,” located north of Swift on the east side of the loop, and “F,” located north of Menards on the west side of the loop, are the newest substations. They were placed in initial service in 2001, and completed in 2007.

Recognizing that the City is continuing to grow, that future transmission line construction will occur and that reliability improvement is always important, Substations “E” and “F” were constructed with provisions to accept additional 115 kV transmission regional interconnections. In the long range plan of the Electric Department, these substations were designed for new transmission interconnections to meet future growth. The Utilities Department is currently in the process of acquiring easements to provide for the construction of an additional 115 kV transmission interconnection to the north of the City.

Discussion

Easement negotiations are completed for a tract of property owned by Robert and Shirley Bruhn., located between White Cloud and One R Roads and between North and Engleman Roads, in Hall County. A map of the proposed easement is attached. The negotiated price of the easement is \$1,920.00.

Alternatives

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

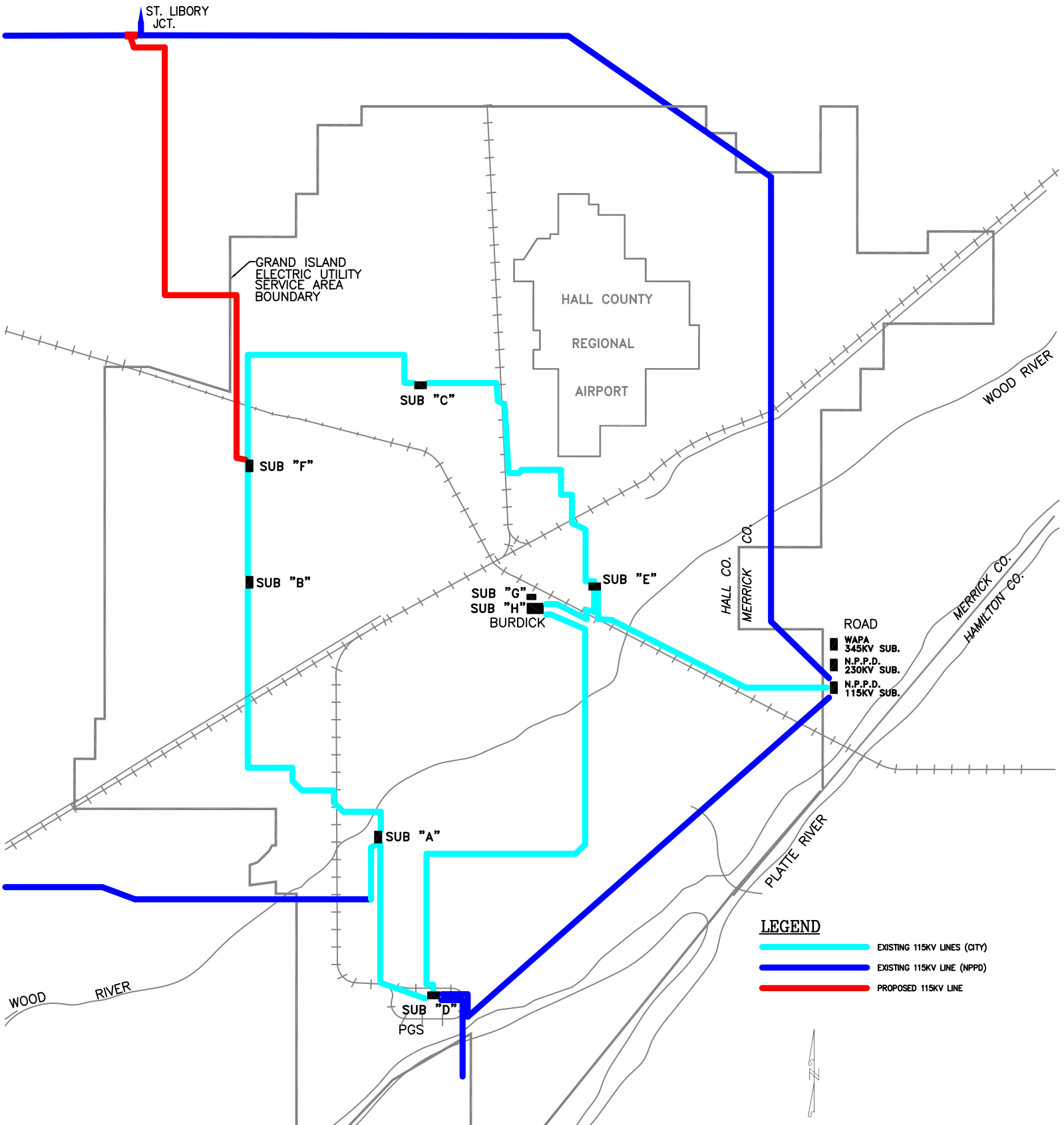
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

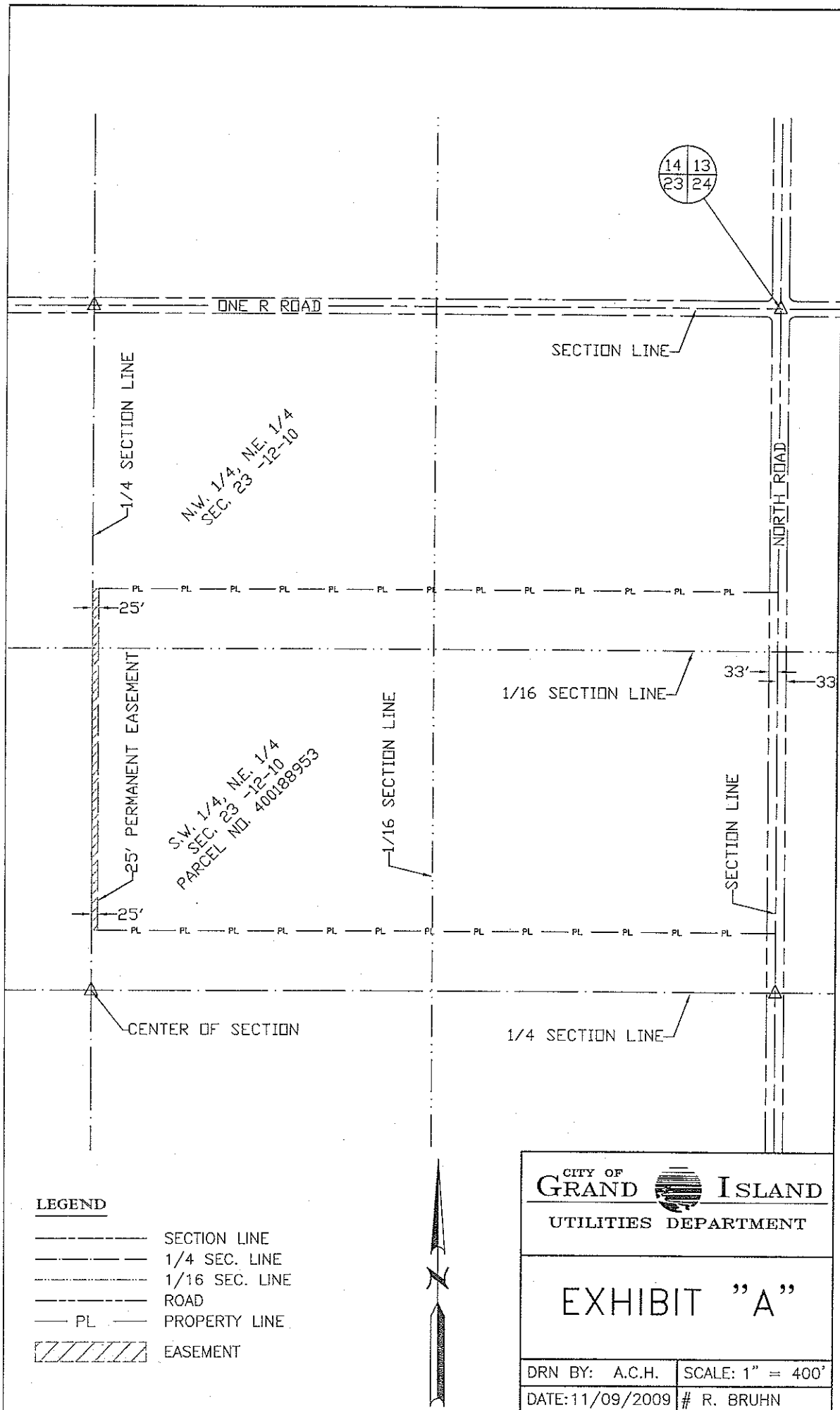
Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for One Thousand Nine Hundred Twenty and 00/100 Dollars (\$1,920.00).

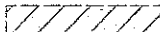
Sample Motion

Move to approve acquisition of the Utility Easement.





LEGEND

- SECTION LINE
- 1/4 SEC. LINE
- 1/16 SEC. LINE
- ROAD
- PL — PROPERTY LINE
-  EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: A.C.H.	SCALE: 1" = 400'
DATE: 11/09/2009	# R. BRUHN

Agency: City of Grand Island
Project: 115 KV Electric Transmission Line
Tract No.: 12

STATEMENT OF OFFER

The City of Grand Island, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Grand Island's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Robert Bruhn**, with this written statement of offer made to acquire the property.

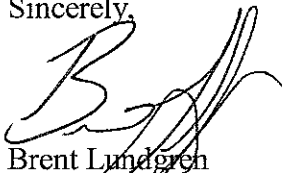
This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Permanent Easement: \$1,400/acre X .76 acres	\$	<u>1,070.00</u>
Other Considerations: Electrical Wiring to new well Location -	\$	<u>850.00</u>
Nunnenkamp Well Bid dated 3-05-10 – City is		
paying directly per easement contract.	\$	<u></u>
Total Amount Offered	\$	<u>1,920.00</u>

This written statement represents the City of Grand Island's offer made in an amount not less than the appraised valuation of the property.

This offer is being made on the 13th day of May, 2010, and the total amount of this offer is **\$1,920.00.**

Sincerely,


Brent Lundgren
Right of Way Agent



Nuppenkamp Well Co
2218 Kent
Grand Island, Ne 68801

Date 3-5-2010 #of Pages 2
To Brent Lundgren From Tracy Condon
Co/Dept MGR Co Nuppenkamp Well Co.
^{Cell} Phone# 308-380-1626 Phone# 308-384-0474
Fax# Fax# 308-384-1202

Ref: Robert Bruhn Replacement Well
NE 1/4 Sec 23-12-10w Hall Co.

NUNNENKAMP WELL CO INC

2218 KENT AVE
GRAND ISLAND
308-384-0474

WORK ORDER

Date. 3-5-2010

QUOTATION!

CUSTOMERS NAME: Robert Bruhn
ADDRESS 2430 North Custer Ave.
CITY Grand Island, NE. 68803
PHONE 308-382-9157
DIRECTIONS NE 1/4 Sec 23-12-10w Hall Co. From Corner of Engleman rd & One R rd.
1/2 Mile East Turn South 1/4 Mile to Second Well.

Drill & Case 80' x 16" Pvc Irrigation Well.	3850.00
Gravel Pack & Bentonite Seal.	375.00
Central Platte NRD Well Permit Fee.	50.00
State of Nebraska Well Registration Fee.	110.00
Pull Old Irrigation Pump From Old Well.	350.00
Abandon Old Irrigation Well As to State Regulations, Fill, Seal Cap & Cover.	475.00
Materials Needed;	
1-Pre- Cast Concrete Pump Base.	250.00
1-New 1- 12Ksl WLR Pump Bowl Assembly.	1875.00
5-New 10' x 8" x 2" x 1 1/4" WLR Columns Complete.	3125.00
1-New 8m WLR Pump Head Complete.	1685.00
1-New WLR Beltdrive Assembly.	1095.00
1-New 8" Check Valve.	295.00
1-New Size 2-Control Box, Mounted on Post.	750.00
Misc. Column, Head & Dishcharge Bolts & Nuts, Pump Oil, Gaskets, Packing.	175.00
Total.	14460.00
Tax.	508.75
Total Job Cost.	14968.75

Note: Propose to Use Customers Existing 15hp Hrз Motor, Frame & Dishcharge Pipe
On New Irrigation Well. (Installed & Setup NO Charge)
This Quote Does Not Include any Electrical Wiring!

316813

ORDER NO.	customer's order no.	phone	date	
	name		3/17/10	
	address			
	city, state, zip			
	sold by			
	cash <input type="checkbox"/>	charge <input type="checkbox"/>	shipping information	
	c.o.d. <input type="checkbox"/>	on acct. <input type="checkbox"/>		

quantity	description	price	amount
1	Quote to wire well		
2	from meter on REA Pole		
3	to New Well location.		
4	mount Controller on New		
5	Pole.		
6	Run New under ground		
7	Service from Existing Meter		
8	to Controller.		
9	Make Connection at meter		
10	and on line Side of the		
11	Well Controller.		
12			
13	All labor & Material		\$850
14			

received by

adams

keep this slip for reference

DC5808UV

Advanced Climate Control, Inc.

- Air Conditioning
- Heating
- Ventilation
- Refrigeration
- Electrical

Bryan Robinson
 108 5th Street
 St. Paul, NE 68873
 (308) 754-6055
 cell: 308-380-3889

web: advancedclimatecontrol.com



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item E5

Public Hearing on Acquisition of Utility Easement - Between North and Engleman Roads, and between White Cloud and One R Roads - Lester and Myrna Petzoldt

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: July 13, 2010

Subject: Acquisition of Utility Easement – Between North and Engleman Roads, and between White Cloud and One R - Roads
Lester and Myrna Petzoldt

Item #'s: E-5 & G-3

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

Background

The Electric Department has electric distribution substations connected at various distances along a 115 kV transmission loop. The loop generally runs along the outer edge of the urban area, providing power to the substations and providing power supply redundancy by use of the looped configuration. A map of the transmission system is attached for reference. Substations reduce voltage from the 115,000 volt level to 13,800 volts for distribution to individual customers across the City. Substations “E,” located north of Swift on the east side of the loop, and “F,” located north of Menards on the west side of the loop, are the newest substations. They were placed in initial service in 2001, and completed in 2007.

Recognizing that the City is continuing to grow, that future transmission line construction will occur and that reliability improvement is always important, Substations “E” and “F” were constructed with provisions to accept additional 115 kV transmission regional interconnections. In the long range plan of the Electric Department, these substations were designed for new transmission interconnections to meet future growth. The Utilities Department is currently in the process of acquiring easements to provide for the construction of an additional 115 kV transmission interconnection to the north of the City.

Discussion

Easement negotiations are completed for a tract of property owned by Lester and Myrna Petzoldt., located between White Cloud and One R Roads and between North and Engleman Roads, in Hall County. A map of the proposed easement is attached. The negotiated price of the easement is \$8,642.33.

Alternatives

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

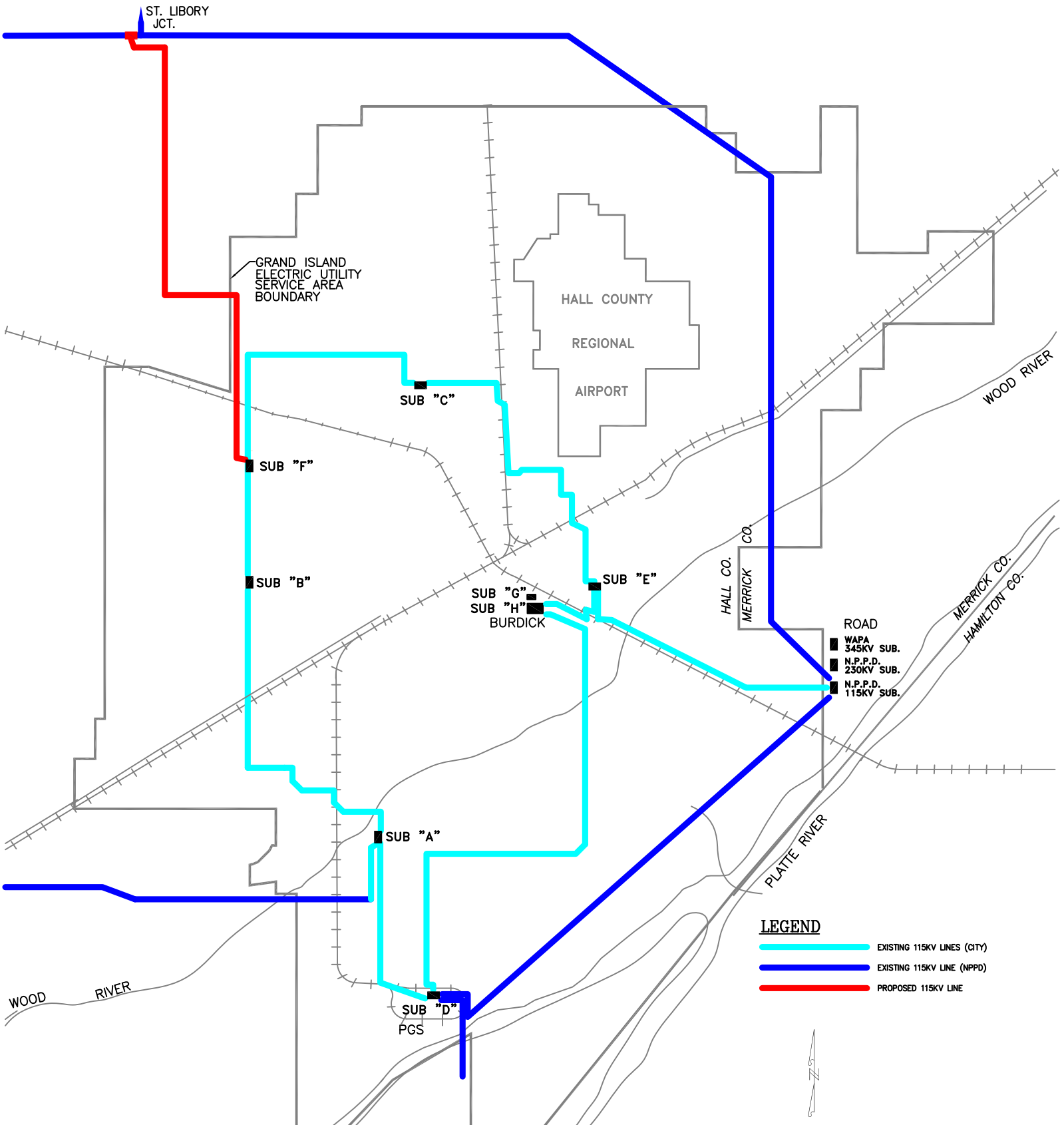
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for Eight Thousand Six Hundred Forty Two and 33/100 Dollars (\$8,642.33).

Sample Motion

Move to approve acquisition of the Utility Easement.



ST. LIBORY
JCT.

GRAND ISLAND
ELECTRIC UTILITY
SERVICE AREA
BOUNDARY

HALL COUNTY
REGIONAL
AIRPORT

SUB "C"

SUB "F"

SUB "B"

SUB "G"
SUB "H"
BURDICK

SUB "E"

HALL CO.
MERRICK CO.

ROAD
WAPA
345KV SUB.
N.P.P.D.
230KV SUB.
N.P.P.D.
115KV SUB.

MERRICK CO.
HAMILTON CO.

SUB "A"

SUB "D"
PGS

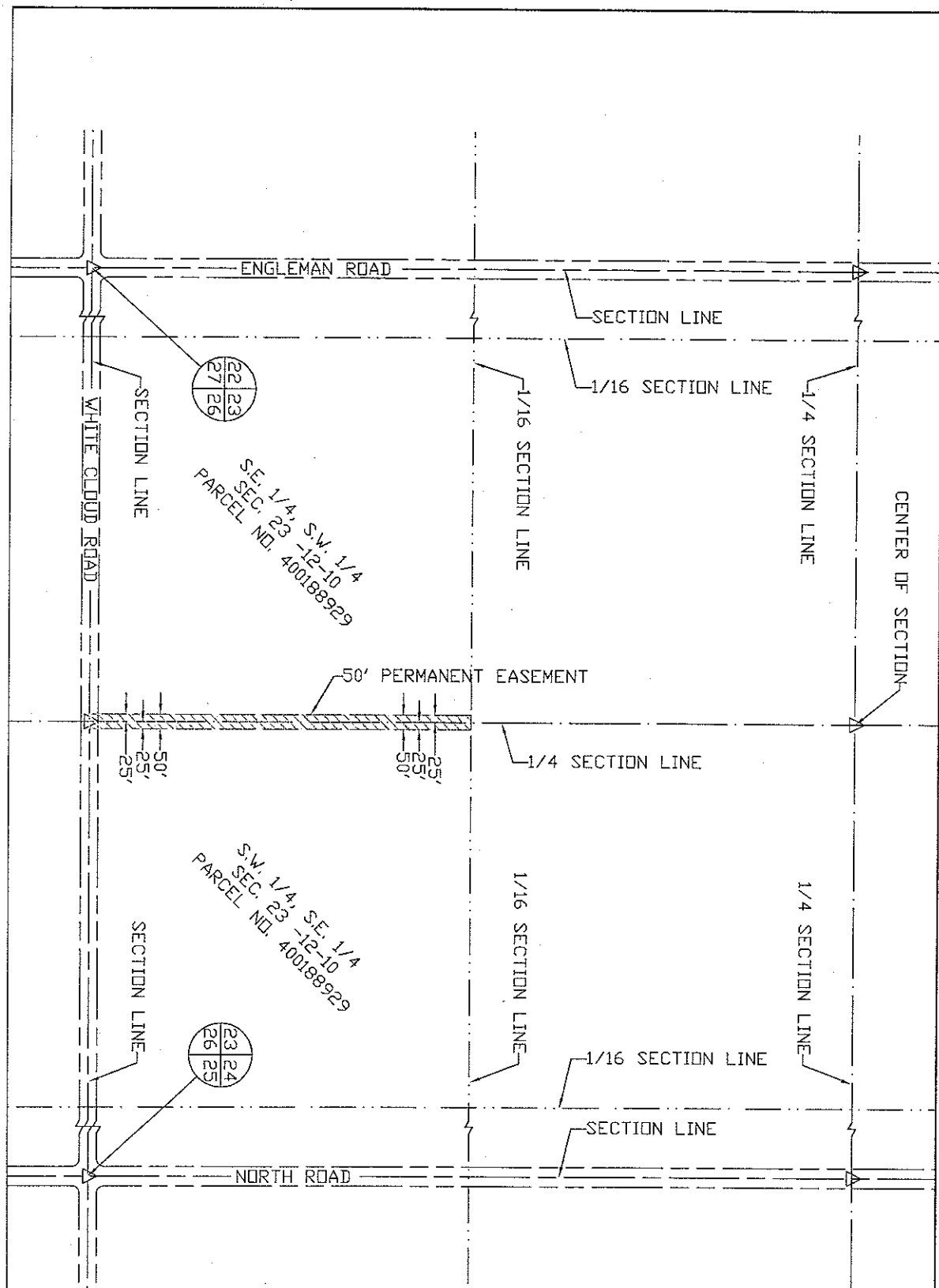
PLATE RIVER

WOOD RIVER

LEGEND

- EXISTING 115KV LINES (CITY)
- EXISTING 115KV LINE (NPPD)
- PROPOSED 115KV LINE





LEGEND

- SECTION LINE
- 1/4 SEC. LINE
- 1/16 SEC. LINE
- ROAD
- EASEMENT

CITY OF
GRAND ISLAND
 UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: A.C.H.	SCALE: 1" = 400'
DATE: 11/09/2009	# PETZOLDT

Agency: City of Grand Island
Project: 115 KV Electric Transmission Line
Tract No.: 9

STATEMENT OF OFFER

The City of Grand Island, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Grand Island's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Lester L. and Myrna D. Petzoldt**, with this written statement of offer made to acquire the property.

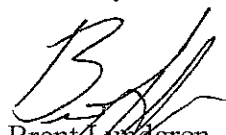
This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Permanent Easement: \$4,250/acre X 65% X 1.52 acres	\$	<u>4,199.00</u>
Other Considerations: Hall County installation of culvert pipe	\$	<u>350.00</u>
Culvert Pipe from Ace Irrigation	\$	<u>593.33</u>
Dirt work on driveway and irrigation lateral.	\$	<u>3,500.00</u>
Total Amount Offered	\$	<u>8,642.33</u>

This written statement represents the City of Grand Island's offer made in an amount not less than the appraised valuation of the property.

This offer is being made on the 13 day of May, 2010, and the total amount of this offer is **\$8,642.33.**

Sincerely,


Brent Lundgren
Right of Way Agent

Proposal

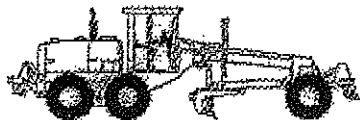
Page No.

1

of

1

Pages



ISLAND LANDHANDLERS, INC.
 2419 SOUTH NORTH ROAD
 P.O. BOX 1843
 GRAND ISLAND, NE 68802-1843
 PHONE (308) 384-1538 • FAX (308) 384-3226



PROPOSAL SUBMITTED TO Steve Petzoldt	PHONE FAX	DATE 3/10/2010
STREET 5012 North North Road	JOB NAME	
CITY, STATE AND ZIP CODE Grand Island, NE 68803	JOB LOCATION	

We hereby submit specifications and estimates for:

Re-locate drain and lateral

\$ 3,500.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
 Three thousand five hundred and no/100

3,500.00

dollars (\$ _____).

Payment to be made as follows:

Upon completion of work - as per progress

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **90** days.

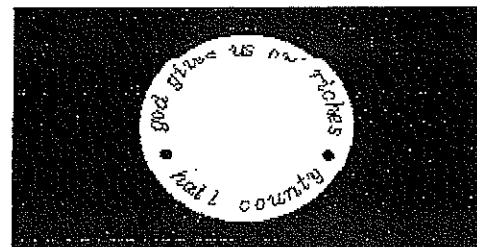
Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

Hall County Public Works Department

2900 W. Second Street
 Grand Island, NE 68803
 Phone (308)385-5126 Fax (308)381-6846



PRICE QUOTE

DATE: March 10, 2010

Mr. Steve Petzoldt
 5012 N. North Road
 Grand Island, NE 68803

DESCRIPTION	UNIT	RATE	AMOUNT
"QUOTE"			
REMOVE AND REINSTALL DRIVEWAY ON WHITE CLOUD ROAD	1.00	350.00	350.00
SUBTOTAL			
TAX RATE			
SALES TAX			
OTHER			
TOTAL			

Casey C. Sherlock
 Hall County Surveyor



ACE IRRIGATION AND MFG. CO.
ACE/EATON METALS

MANUFACTURERS OF ALUMINUM PIPE, CORRUGATED CULVERT PIPE AND ACCESSORIES,
INJECTION MOLDED PRODUCTS AND POWDER COATING

4740 E. 39th • Kearney, NE 68847-5789 • (303) 237-5173

FAX (303) 235-5789

sales@aceirrigation.com

DATE	W.O./INVOICE NO.	SALES PERSON
3/30/2010	145396	CODY
NO MERCHANDISE TO BE RETURNED WITHOUT AUTHORIZATION FROM THIS OFFICE CLAIMS FOR SHORTAGE TO BE MADE WITHIN TEN DAYS.		

PLEASE REMIT TO: 4740 E. 39th Kearney, NE 68847-5789

STEVE PEZEL / BRAD LUNGREN
(402) 955-2900 PHONE (402) 955-2903 FAX

NEXT TRUCK GOING THAT WAY..

ACE RETAIL TAXABLE
NE 00000
(000)000-0000 FAX (000)000-0000

WORK ORDER

DESCRIPTION	P.O. NUMBER	CUST. NUMBER	BACKORDERED FROM	BACKORDERED TO	DATE SHIPPED	SHIPPED VIA	TERMS	PAGE	1 OF 1
PEZEL,	STEVE	7				ACE/EATON	NET 30		

PART NUMBER	QTY. ORD	QTY. SHIP	QTY. B/O	DESCRIPTION	LIST PRICE	UNIT	NET EACH	NET AMOUNT
03-1830S	1	1		018" X 30' 16 GA SPIROL W/RR 2 2/3 X 1 1/2	15.08	FT	15.0800	452.40
03-DROP	1	1		DROP CHARGE - CULVERT DEPT	110.00	EACH	110.0000	110.00

SUBTRACT 31.67 IF PAID IN TEN DAYS

SUBTOTAL	542.40
SALES TAX	30.93
TOTAL	593.33

A FINANCE CHARGE, AT THE MAXIMUM LEGAL RATE, WILL BE ADDED TO ALL PAST DUE ACCOUNTS.



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item E6

Public Hearing on Acquisition of Utility Easement - Between North and Engleman Roads, and between Chapman and One R Roads - Thomas and Paula Rauert

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: July 13, 2010

Subject: Acquisition of Utility Easement – Between North and Engleman Roads, and between Chapman and One R Roads - Thomas and Paula Rauert

Item #'s: E-6 & G-4

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

Background

The Electric Department has electric distribution substations connected at various distances along a 115 kV transmission loop. The loop generally runs along the outer edge of the urban area, providing power to the substations and providing power supply redundancy by use of the looped configuration. A map of the transmission system is attached for reference. Substations reduce voltage from the 115,000 volt level to 13,800 volts for distribution to individual customers across the City. Substations “E,” located north of Swift on the east side of the loop, and “F,” located north of Menards on the west side of the loop, are the newest substations. They were placed in initial service in 2001, and completed in 2007.

Recognizing that the City is continuing to grow, that future transmission line construction will occur and that reliability improvement is always important, Substations “E” and “F” were constructed with provisions to accept additional 115 kV transmission regional interconnections. In the long range plan of the Electric Department, these substations were designed for new transmission interconnections to meet future growth. The Utilities Department is currently in the process of acquiring easements to provide for the construction of an additional 115 kV transmission interconnection to the north of the City.

Discussion

Easement negotiations are completed for a tract of property owned by Thomas and Paula Rauert, located between Chapman and One R Roads and between North and Engleman Roads, in Hall County. A map of the proposed easement is attached. The negotiated price of the easement is \$3,600.00.

Alternatives

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

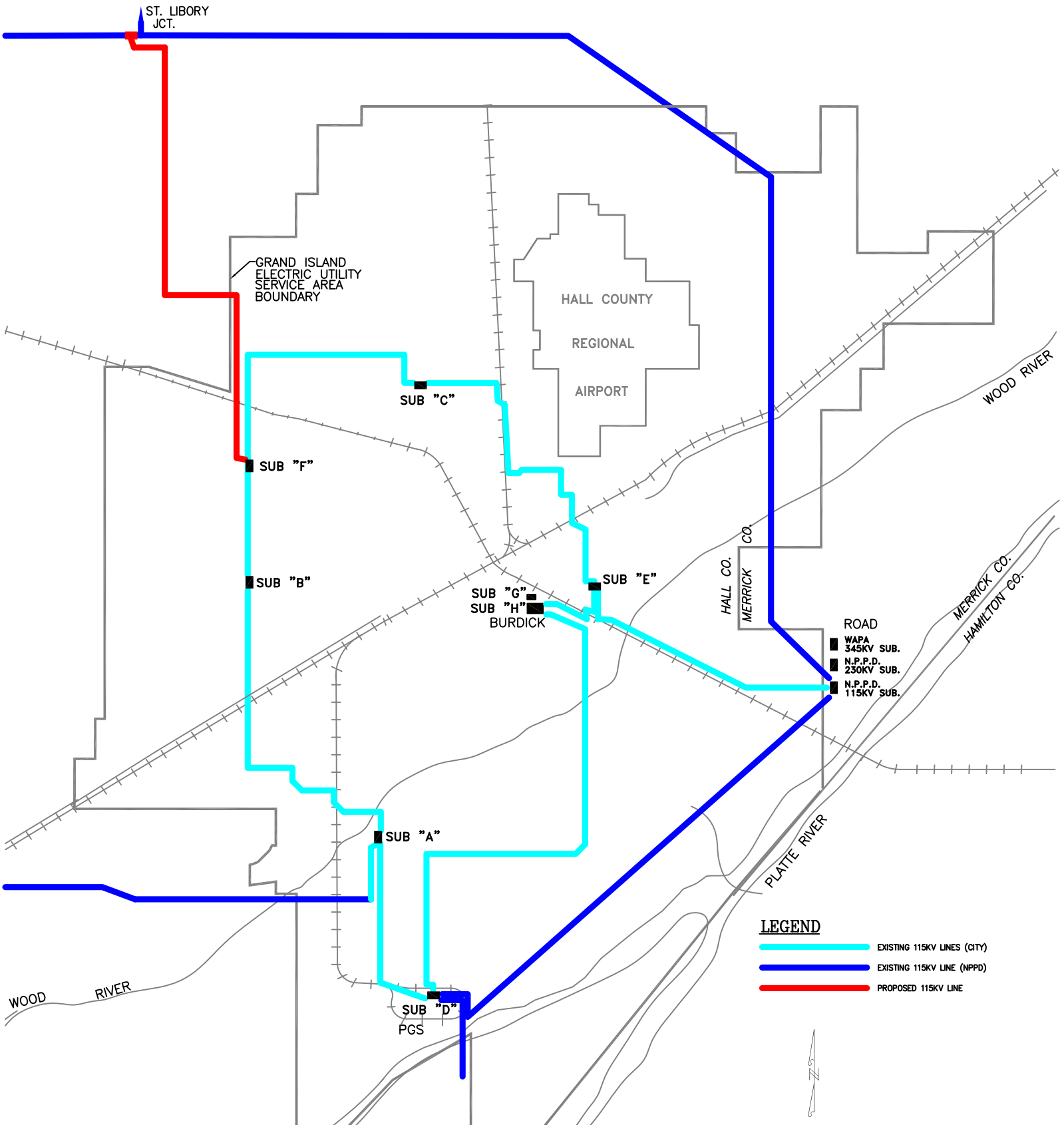
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for Three Thousand Six Hundred and 00/100 Dollars (\$3,600.00).

Sample Motion

Move to approve acquisition of the Utility Easement.



ST. LIBORY
JCT.

GRAND ISLAND
ELECTRIC UTILITY
SERVICE AREA
BOUNDARY

HALL COUNTY
REGIONAL
AIRPORT

SUB "C"

SUB "F"

SUB "B"

SUB "G"
SUB "H"
BURDICK

SUB "E"

HALL CO.
MERRICK CO.

ROAD
WAPA
345KV SUB.
N.P.P.D.
230KV SUB.
N.P.P.D.
115KV SUB.

MERRICK CO.
HAMILTON CO.

SUB "A"

SUB "D"
PGS

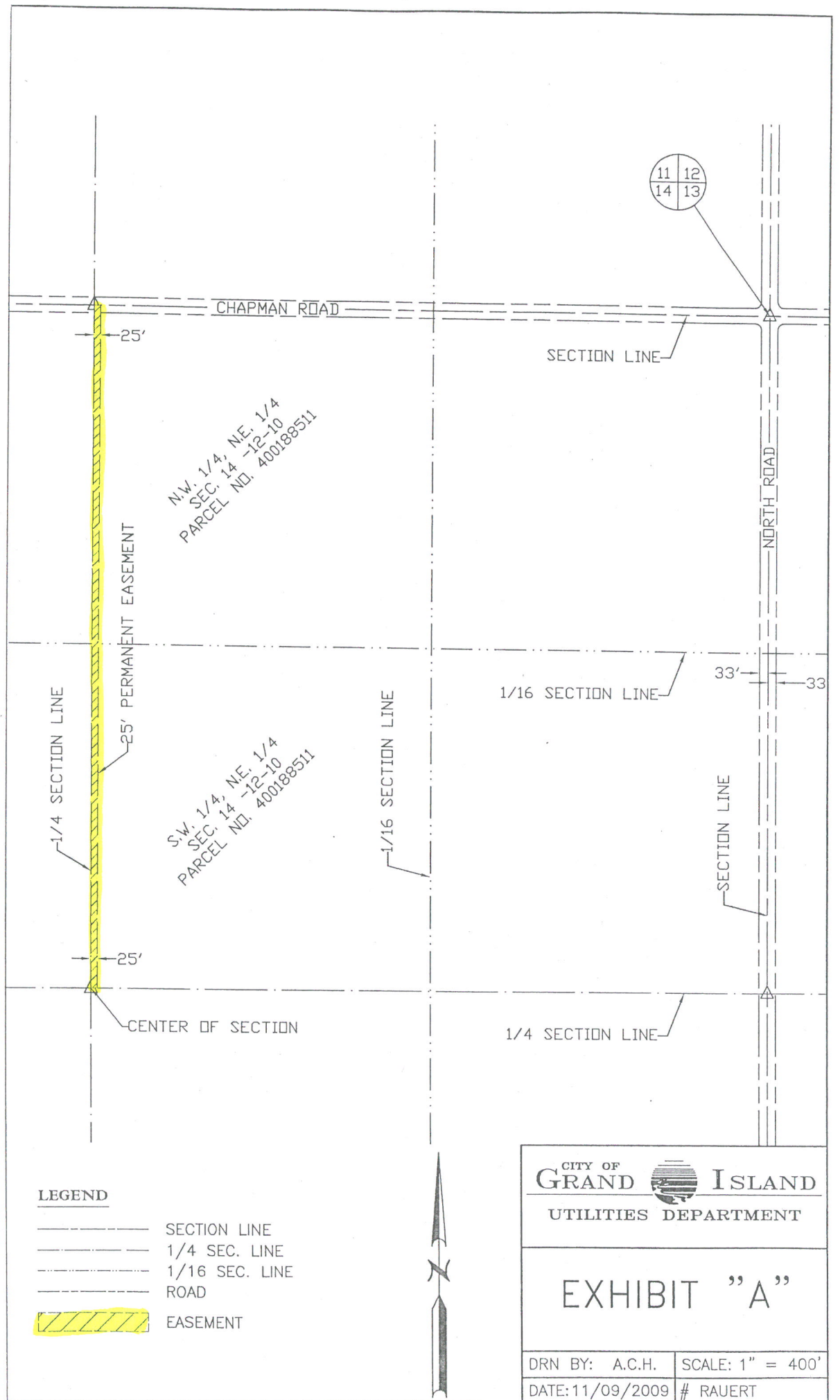
PLATE RIVER

WOOD RIVER

LEGEND

- EXISTING 115KV LINES (CITY)
- EXISTING 115KV LINE (NPPD)
- PROPOSED 115KV LINE







City of Grand Island

Tuesday, July 13, 2010

Council Session

Item E7

**Public Hearing on Acquisition of Utility Easement - West of Stuhr
Road and South of Fonner Park - Hall County Livestock
Improvement Association**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: July 13, 2010

Subject: Acquisition of Utility Easement – West of Stuhr Road
and South of Fonner Park – Hall County Livestock
Improvement Association

Item #'s: E-7 & G-5

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of the Hall County Livestock Improvement Association, located west of Stuhr Road, and South of Fonner Park, in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including electric lines and a new well house.

Discussion

The current City well on Fonner Park property has a 12' wide easement which contains the water line, an overhead electrical service, and the well itself. The Nebraska State Fair is constructing an RV Park immediately adjacent to the well. To provide increased security to the well, the Utilities Department is proposing to add a well house and place the overhead service underground. The easement needs to be increased from the existing 12' wide to the standard 20' wide so the department is not constructing infrastructure outside of the public easement.

Alternatives

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

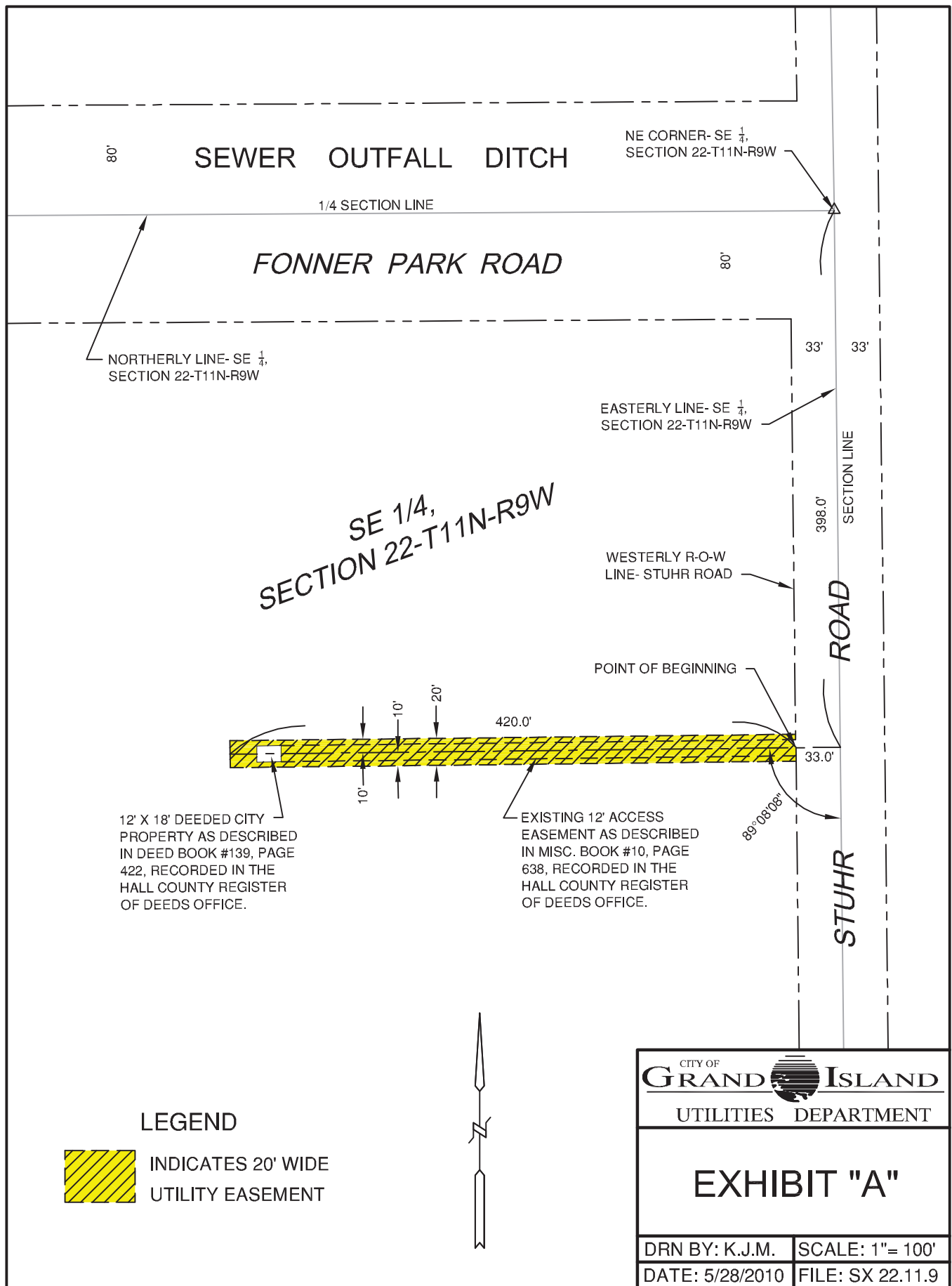
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, July 13, 2010

Council Session

Item E8

Public Hearing on Acquisition of Utility Easement - 438 Industrial Lane, North of Old U.S. Highway 30 - L & P Investments

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: July 13, 2010

Subject: Acquisition of Utility Easement – 438 Industrial Lane –
L & P Investments

Item #'s: E-8 & G-6

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of L & P Investments, LLC, located along the front of 438 Industrial Lane, north of Old U.S. Highway 30, in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

L & P Investments is constructing a new building on Lot Three (3), Commercial Industrial Park Third Subdivision. To provide electricity to that building, it is necessary to locate a high voltage junction box in the new easement. The curve of Industrial Lane and other utilities prevents the location of the junction box in the existing public right-of-way. All other electrical conduit and cable will be located in the existing utility easement on the south side of the access road.

Alternatives

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

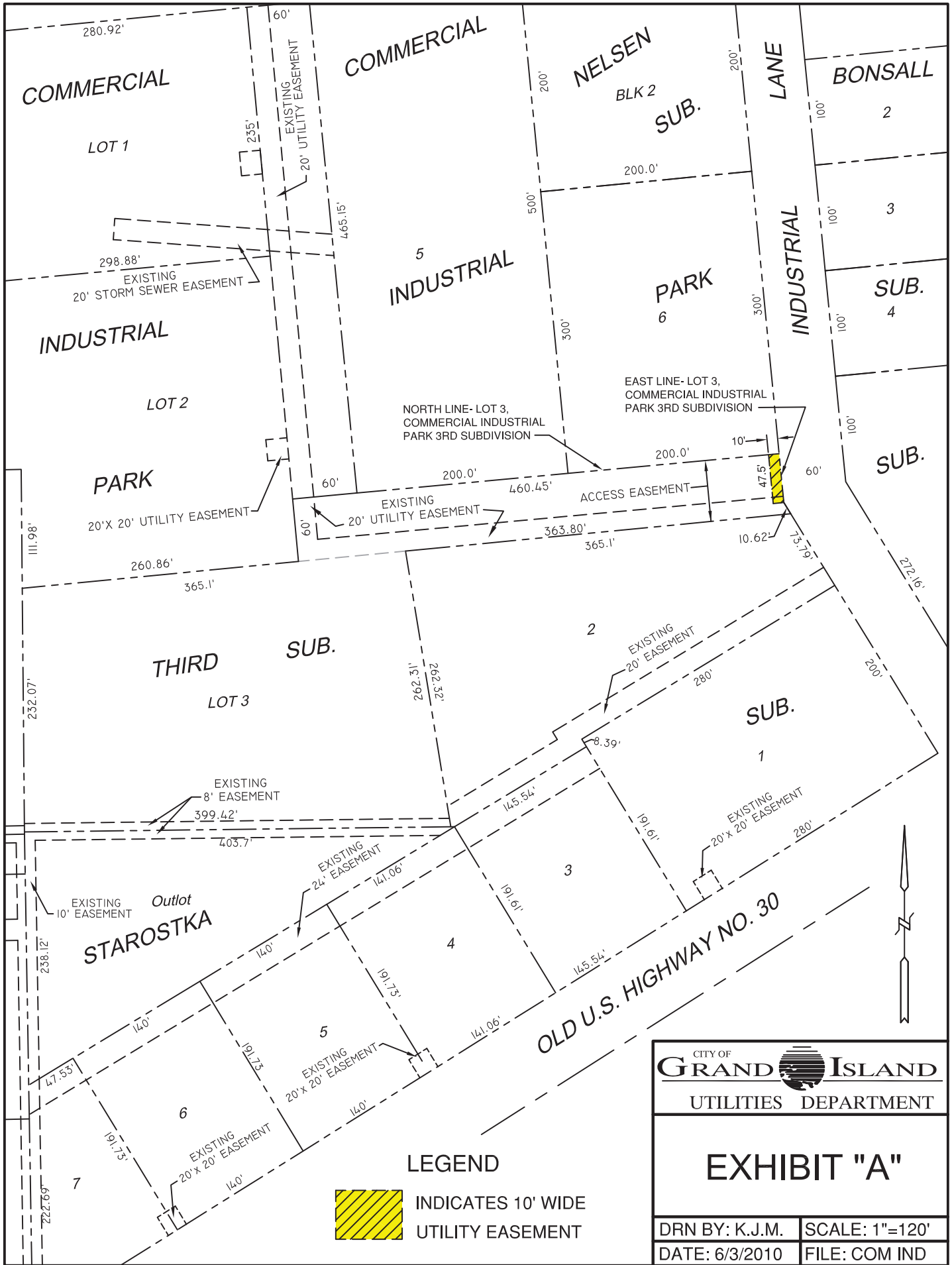
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.



LEGEND



INDICATES 10' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"=120'
DATE: 6/3/2010	FILE: COM IND



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item E9

**Public Hearing on Acquisition of Two Utility Easements - 3303 and
3311 Firestone Street - Indianhead Golf Club**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: July 13, 2010

Subject: Acquisition of Utility Easements 3303 (Lot 5) & 3311 (Lot 4) Firestone Street - Indianhead Golf Club

Item #'s: E-9, G-7, & G-8

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire two easements relative to the property of Indianhead Golf Club, Inc.

A new housing development is planned for the area adjacent to Indianhead Golf Course, north of Husker Highway, and east of Engleman Road. The development is known as Fairway Crossings at Indianhead Golf Club First Subdivision. A new pad-mounted three phase transformer has been placed to provide power to the Golf Club. To ensure the transformer is part of a loop and can be fed from two directions, two easements were required across two lots of the new development. Those easements, ten feet in width across Lots Four (4) and Five (5) of Block One (1), Fairways Crossings at Indianhead Golf Course First Subdivision, were previously approved by City Council at the May 25, 2010 Council Meeting.

Discussion

Prior to filing the easements with the County, Utility staff was notified by the property owner that the easement on Lot Five (5) would impact the buildable area and would like to decrease the width of the easement on Lot Five (5) to 7.5' and increase the width on Lot Four (4) to 12.5', thus continuing the 20' wide easement, but shifted slightly.

Because the change is different then the original approved by City Council, the new easements are being brought back for approval. Since the original easements were not yet filed with the County, there will not be a need to vacate those easements.

Alternatives

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

The Council may:

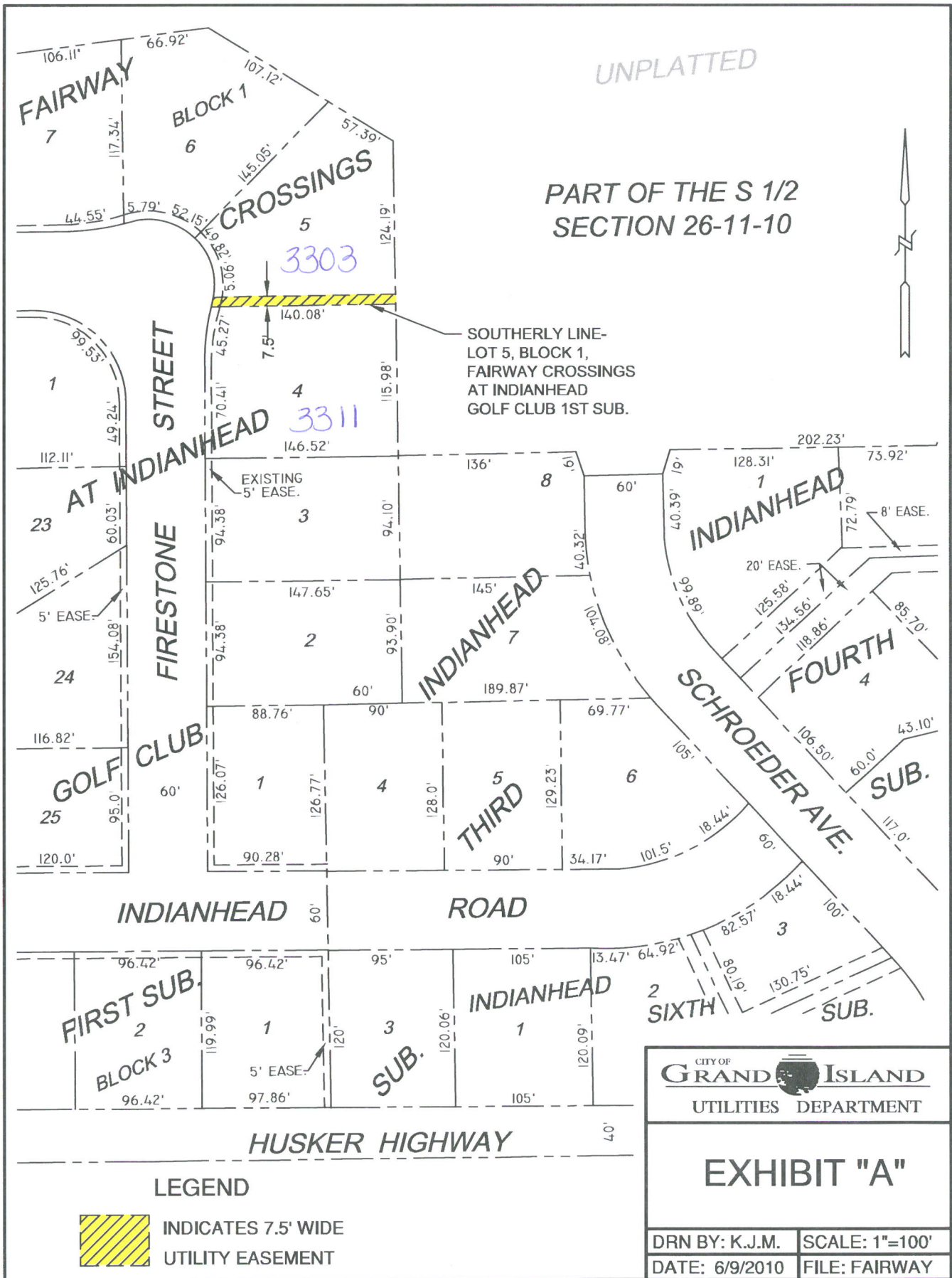
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolutions for the acquisition of the two easements for one dollar (\$1.00) each (for a total of \$2.00).

Sample Motion

Move to approve acquisition of the Utility Easements.





City of Grand Island

Tuesday, July 13, 2010

Council Session

Item E10

**Public Hearing on Acquisition of Ingress/Egress Easement Located
at 3016 E Bismark Road - Karen M. Neppl**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: July 13, 2010

Subject: Public Hearing on Acquisition of Ingress/Egress
Easement Located at 3016 E Bismark Road (Karen M.
Nepl)

Item #'s: E-10 & G-11

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A public ingress/egress easement is needed on the westerly 15' of 3016 E Bismark Road for access to a piece of property owned by the Wastewater Division of the Public Works Department.

Discussion

The ingress/egress easement will be fifteen (15) feet wide on the westerly 15' of 3016 E Bismark Road. The ingress/egress easement allows access to the property owned by the Wastewater Division for maintenance and mowing of the property.

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 conduct a Public Hearing and approve acquisition of the ingress/egress easement.

Sample Motion

Move to approve the acquisition of the ingress/egress easement.



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G1

Approving Minutes of June 22, 2010 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

June 22, 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 22, 2010. Notice of the meeting was given in *The Grand Island Independent* on June 16, 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 Jessica Wiens and Alex Wirth. Also introduced were Councilmember Carney's brother and sister-in-law Jerry & Lucille Carney.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Veteran Appreciation Week" June 30 – July 6, 2010. Mayor Hornady proclaimed the week of June 30 - July 6, 2010 as "Veteran Appreciation Week. Jay Vavricek, Event Coordinator, Richard Catron, Past Commander of the American Legion, and several veterans were present to receive the proclamation.

Recognition of 2009-2010 Community Youth Council. Wendy Myer-Jerke, Public Information Officer gave a short presentation and video of activities of the CYC students over the past year. The Mayor and City Council recognized the following Community Youth Council (CYC) members: Sophomores – Michael Hollman, Dillon Spies, Jessica Wiens, Alex Wirth: Juniors – Steven Bartz, Andres Gamboa, Danielle Jim, Brandon Pfeifer, Alisia Rivera: Seniors – Audie Aguilar, Miranda Baxter, Jared Bombeck, Lauren Kruger, Sarah Stoltenberg, and Austin Witmer. Board Members – Carole Ostdiek, Celine Stahlnecker, Theresa Engelhardt, Elizabeth Kuta, and Elizabeth Mayfield. Those not present were: CYC students Miguel Baeza, Lauren Cantrell, Garrett Coble, Ava Mackey, Katrina Molholm, and Aaron Oswald: and Board Members – Ed Jarosik, Darren Sanchez, and Jared Stockwell. The "Above and Beyond Award" were presented to Andres Gamboa, Danielle Jim, Ava Mackey, and Garrett Coble.

Presentation of the 2009-2013 Housing Market Study. Chad Nabity, Regional Planning Director explained the Housing Study. The study was prepared by the Schemmer Associates of Lincoln, Nebraska and is a four year study which was required in order to apply for Community Development Block Grants. Grand Island profile included: population characteristics, population age, household size, employment and economics and homelessness. Existing housing supply included: housing occupancy, vacancy housing costs by unit type; affordable housing in study area, and study area housing conditions analysis. Housing demand included: future housing unit demand, neighborhood improvements, and infrastructure improvements. Housing costs and

affordability analysis included: mortgage payments, homeownership affordability analysis, rental affordability analysis, and bridging the affordability gap. Mr. Nabity stated the study was available on the City of Grand Island web-site.

PUBLIC HEARINGS:

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. Chad Nabity, Regional Planning Director reported that developer Ryan Bird on behalf of Concord Investments LLC had submitted an application to rezone land located on Lot 1 and Outlot A of Crane Valley 7th Subdivision from B2 – General Commercial to RD – Residential Development for the purpose of building eight apartment buildings with eight dwelling units in each building. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Real Estate Located at the Southeast Corner of First Street and Sycamore Street. Chad Nabity, Regional Planning Director reported that the Community Redevelopment Authority (CRA) had purchased and demolished structure on property located in close proximity to the Grand Island City Hall. The City owned property adjacent to the old Fire Station 1 that the CRA would like to swap for the property located at the southeast corner of First Street and Sycamore Street. 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 this item was heard before the City Council on June 8th and June 15th. The purpose of this public hearing was to enter into the record the minutes of the June 15, 2010 Study Session. Further action will be taken in the future.

ORDINANCES:

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

#9263 – Consideration of Conveyance of Property located South of Old Fire Station 1 (Lots 10 and 11 of Campbell’s Subdivision)

#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

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

Discussion was held regarding road access to the property from the north.

Motion by Meyer, second by Nickerson to approve Ordinances #9263 and #9264.

City Clerk: Ordinances #9263 and #9264 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9263 and #9264 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9263 and #9264 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA:. Consent agenda items G-7, G-9 and G-13 were removed from the agenda for further discussion. Motion by Zapata, second by Carney to approve the Consent Agenda excluding items G-7, G-9 and G-13. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 8, 2010 City Council Regular Meeting.

Approving Minutes of June 15, 2010 City Council Study Session.

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

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

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

#2010-163 – Approving Baseball Tomorrow Fund Grant Application.

#2010-165 – Approving Certificate of Final Completion for Installation of Supervisory Control And Data Acquisition (SCADA) System, Project No. WW050 with IES Industrial Inc. of Grand Island, Nebraska.

#2010-167 – Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System with JEO Consulting Services, Inc. of Grand Island, Nebraska in an Amount of \$60,500.00.

#2010-168 – Approving Certificate of Final Completion for Project 2010-WWTP-1 Construction of Sludge Storage Facility for the Wastewater Division with Chief Construction Company of Grand Island, Nebraska.

#2010-168 – Approving Renewal of Microsoft Software Enterprise Agreement with Dell Marketing in an Amount of \$245,435.55 until June 30, 2013.

#2010-164 – Approving Lease Agreement with the Nebraska State Fair Board Regarding Parking by Island Oasis. Steve Paustian, Parks & Recreation Director reported that 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. Discussion was held regarding requirements within the lease, parking surfaces and liability insurance. City Attorney Dale Shotkoski stated the State Fair would be required to have liability insurance.

Motion by Ramsey, second by Dugan to approve Resolution #2010-164. Upon roll call vote, all voted aye. Motion adopted.

#2010-166 – Approving Designating No Parking on Portions of Stolley Park Road, Stuhr Road and Fonner Park Road. Steve Riehle, Public Works Director reported that 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 would 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.

No Parking restriction was 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 was 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 would 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 had proven to work very well. Letters were sent to adjacent property owners along Stolley Park Road notifying them of the possible change.

Judy Watson, 405 West Stolley Park Road and Paul Buck, 419 E. Nebraska Avenue spoke in opposition.

Motion by Carney, second by Dugan to approve Resolution #2010-166. Discussion was held regarding a temporary no parking zone during the State Fair.

Motion by Gilbert, second by Carney to amend the main motion to take effect the two weeks of the State Fair and to include a permanent three lane east of South Locust. Upon roll call vote, all voted aye. Motion adopted.

Upon roll call vote of the main motion, all voted aye. Motion adopted.

#2010-170 – Approving Amended Interlocal Agreement with the Community Redevelopment Authority. Chad Nabity, Regional Planning Director reported that 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 of 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 had 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.

Discussion was held regarding the allocation of the work load of the planning secretary. Mr. Nabity stated this change would save the City approximately \$4,500.

Motion by Gilbert, second by Dugan to approve Resolution #2010-170. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2010-171 – Approving Changes to Speed Limits on Capital Avenue, Independence Avenue, Stolley Park Road, Stuhr Road and US Highway 281. Steve Riehle, Public Works Director reported that the Engineering Division of the Public Works Department completed reviews of the speed limits on Capital Avenue, Independence Avenue, Stolley Park Road, Stuhr Road and US Highway 281 and recommended the following:

1. Capital Avenue – extend the 35 mph east of St. Paul Road to the NE Central Railroad Tracks
2. Independence Avenue – Lower the speed limit to 25 mph from Capital Avenue to NE Highway 2
3. Stolley Park Road – Extend the 35 mph east of Locust Street for approximately ½ mile to the Fonner Park/Heartland Events Center driveway
4. Stuhr Road – lower the speed limit to 45 mph from the south city limits to Fonner Park Road
5. US Highway 281 – 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

Discussion was held regarding the considerations taken by the Public Works Department in recommending these changes. Mr. Riehle stated they looked at the number of driveways, houses, lot sizes, pedestrians and safety issues. The change in the speed limit at the railroad tracks seemed to be a natural change. Truck routes were mentioned.

Motion by Carney, second by Gilbert to approve Resolution #2010-171. Upon roll call vote, all voted aye. Motion adopted.

#2010-172 – Approving Resolution to Allow Temporary Closure of College Street From Custer Avenue to Lafayette Avenue. Steve Riehle, Public Works Director reported School Administration requested a temporary closure of College Street from Custer Avenue to Lafayette Avenue from September 12, 2010 until October 15, 2010 for a traffic study.

The following people spoke in support of the study:

- Steve Joel, 314 Ponderosa Drive

- Bonnie Hinkle, 1603 Spruce Road
- Jacey McGowan, 533 Linden Avenue
- Kent Mann, 1603 Zola Court
- Mary Lanfear, 2128 North Custer Avenue
- Justin Pederson representing Olsson Associates presented a PowerPoint presentation explaining the College Street Traffic Impact Study
- Jim O'Neill, 2426 North Custer Avenue
- Ron Christensen, 2523 College Street

Discussion was held regarding safety and the importance of the study. Alternative options besides closing College Street were mentioned.

Motion by Dugan, second by Carney to approve Resolution #2010-172. Upon roll call vote, Councilmember's Niemann, Gilbert, Carney, Dugan, Ramsey, Zapata, and Nickerson voted aye. Councilmember's Meyer, Haase, and Gericke voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Zapata to approve the Claims for the period of June 9, 2010 through June 22, 2010, for a total amount of \$4,102,591.11. Unanimously approved.

Motion by Dugan, second by Zapata to approve the Claims for the Period of June 9, 2010 through June 22, 2010 for the Veterans Athletic Field Complex for a total amount of \$205.82. Unanimously approved.

Motion by Dugan, second by Zapata to approve the Claims for the Period of June 9, 2010 through June 22, 2010 for the State Fair Recreation Building for a total amount of \$360,000.00. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Meyer, second by Dugan to adjourn to Executive Session at 9:25 p.m. for the purpose of discussion concerning IBEW – Service/Clerical Labor Contract for the protection of the public interest. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Dugan second by Carney to return to Regular Session at 9:55 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:55 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G2

#2010-173 - Approving Acquisition of Utility Easement - Between North and Engleman Roads, and between White Cloud and One R Roads - Robert and Shirley Bruhn

This item relates to the aforementioned Public Hearing Item E-4.

Staff Contact: Gary R. Mader

RESOLUTION 2010-173

WHEREAS, a public utility easement is required by the City of Grand Island, from Robert and Shirley Bruhn to install, upgrade, maintain and repair, a 115 kV electric transmission line to the northwest of the City; and

WHEREAS, a public hearing was held on July 13, 2010, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

The westerly twenty-five (25) feet of the South Eighty (80) acres of the North One Hundred Forty-six (146) acres of the Northeast Quarter (NE ¼) of Section Twenty-three (23), Township Twelve (12) North, Range Ten (10) West of the 6th P.M. Hall County, Nebraska.

The above described easement and right-of-way containing a total of 0.76 acres, more or less, as shown on the plat dated November 9, 2009, marked Exhibit "A", attached hereto and incorporated herein by reference,

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 public utility easement from Robert and Shirley Bruhn, on the above-described tracts of land.

- - -

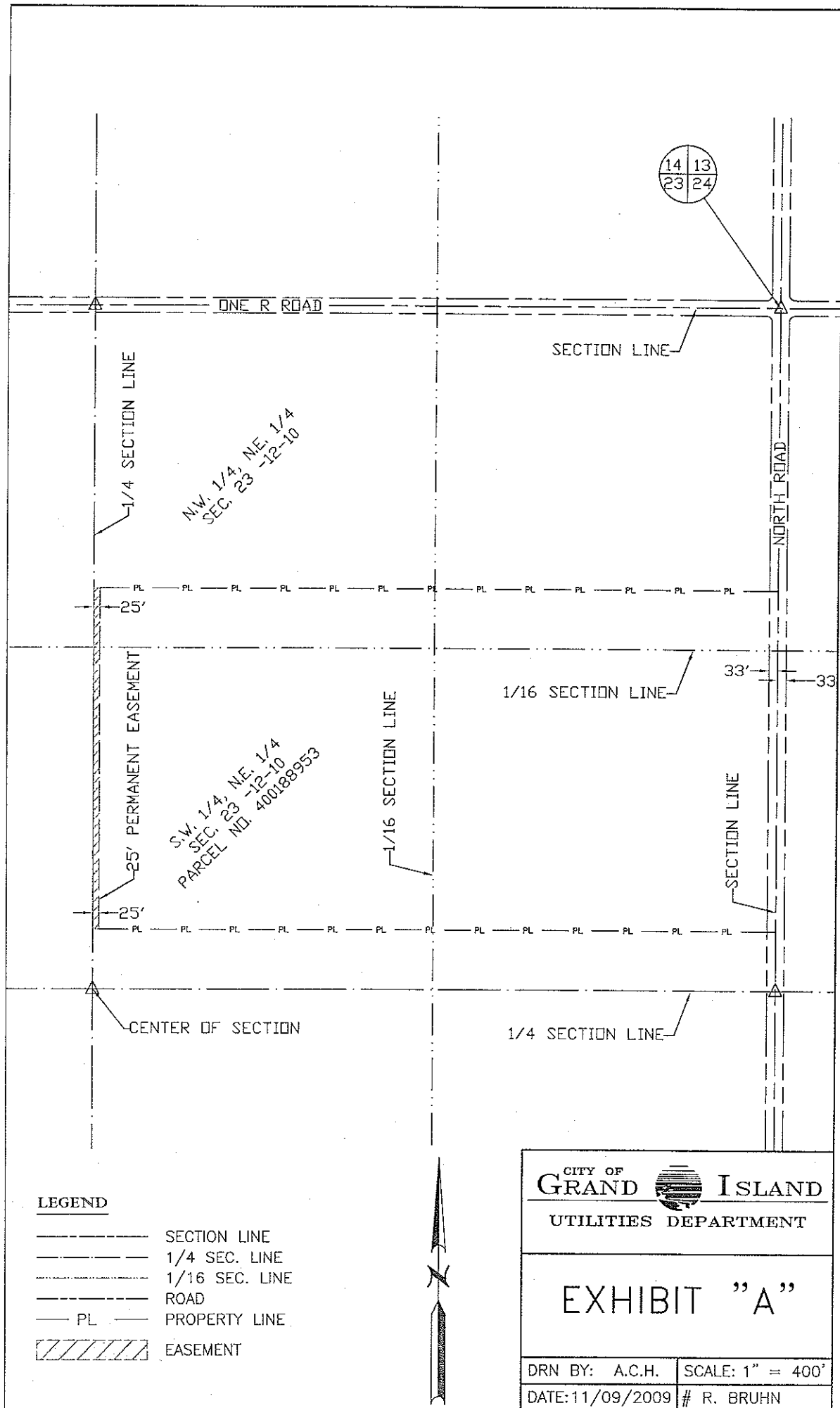
Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 7, 2010	☐ City Attorney





City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G3

#2010- - Approving Acquisition of Utility Easement - Between North and Engleman Roads, and between White Cloud and One R Roads - Lester and Myrna Petzoldt

This item relates to the aforementioned Public Hearing Item E-5.

Staff Contact: Gary R. Mader

RESOLUTION 2010-174

WHEREAS, a public utility easement is required by the City of Grand Island, from Lester and Myrna Petzoldt to install, upgrade, maintain and repair, a 115 kV electric transmission line to the northwest of the City; and

WHEREAS, a public hearing was held on July 13, 2010, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

The westerly twenty-five (25) feet of the Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) and the easterly twenty-five (25) feet of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) in Section Twenty-three (23), Township Twelve (12) North, Range Ten (10) West of the 6th P.M. Hall County, Nebraska.

The above described easement and right-of-way containing a total of 1.52 acres, more or less, as shown on the plat dated November 9, 2009, marked Exhibit "A", attached hereto and incorporated herein by reference,

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 public utility easement from Lester and Myrna Petzoldt, on the above-described tracts of land.

- - -

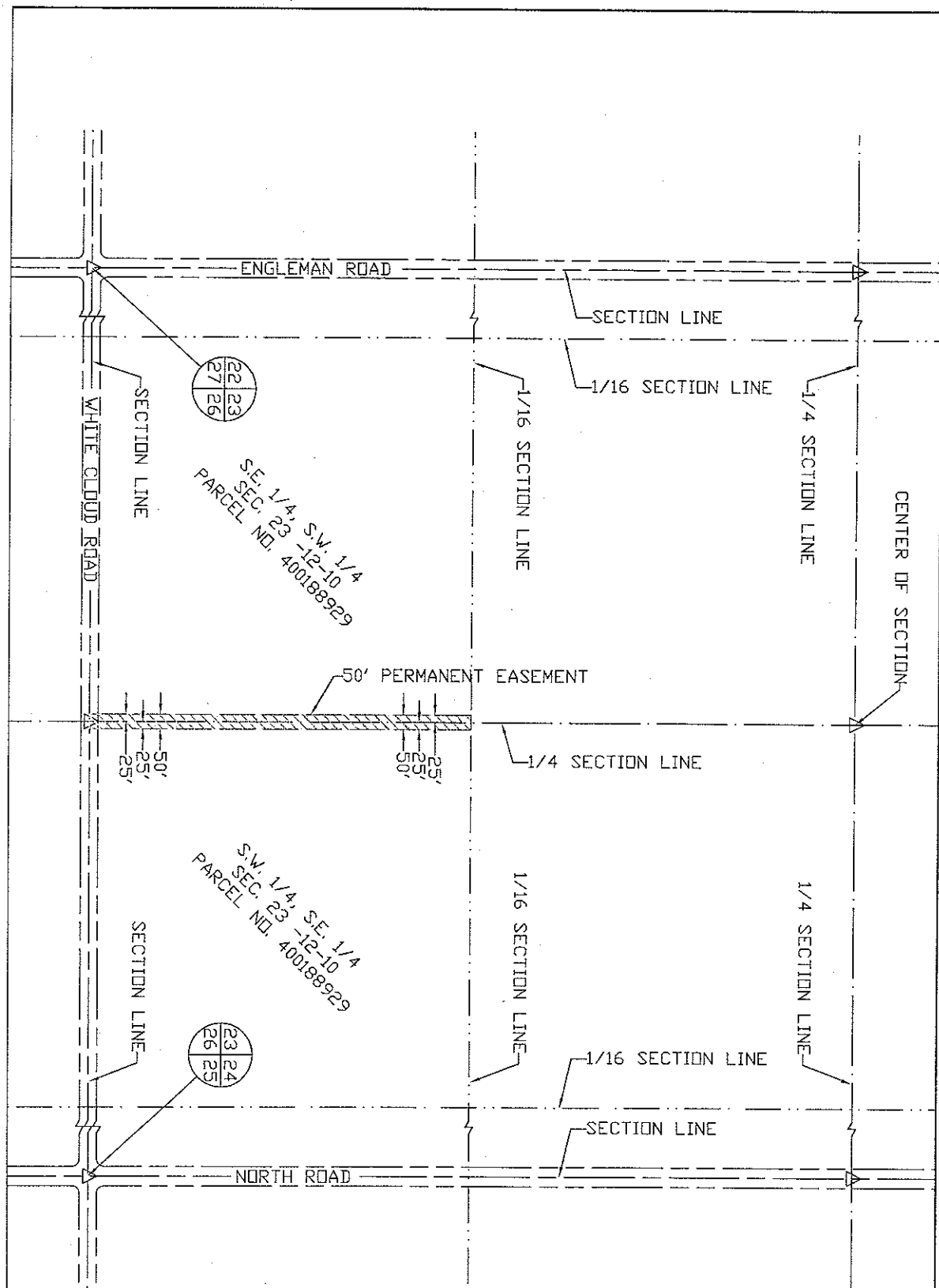
Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 7, 2010	☐ City Attorney



LEGEND

- SECTION LINE
- 1/4 SEC. LINE
- 1/16 SEC. LINE
- ROAD
- EASEMENT

CITY OF
GRAND ISLAND
 UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: A.C.H.	SCALE: 1" = 400'
DATE: 11/09/2009	# PETZOLDT



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G4

#2010-175 - Approving Acquisition of Utility Easement - Between North and Engleman Roads, and between Chapman and One R Roads - Thomas and Paula Rauert

This item relates to the aforementioned Public Hearing Item E-7.

Staff Contact: Gary R. Mader

RESOLUTION 2010-175

WHEREAS, a public utility easement is required by the City of Grand Island, from Thomas and Paula Rauert, to install, upgrade, maintain and repair, a 115 kV electric transmission line to the northwest of the City; and

WHEREAS, a public hearing was held on July 13, 2010, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

The westerly twenty-five (25) feet of the Northeast Quarter (NE ¼) of Section Fourteen (14), Township Twelve (12) North, Range Ten (10) West of the 6th P.M. Hall County, Nebraska.

The above described easement and right-of-way containing a total of 1.52 acres, more or less, as shown on the plat dated November 9, 2009, marked Exhibit "A", attached hereto and incorporated herein by reference,

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 public utility easement from Thomas and Paula Rauert, on the above-described tracts of land.

- - -

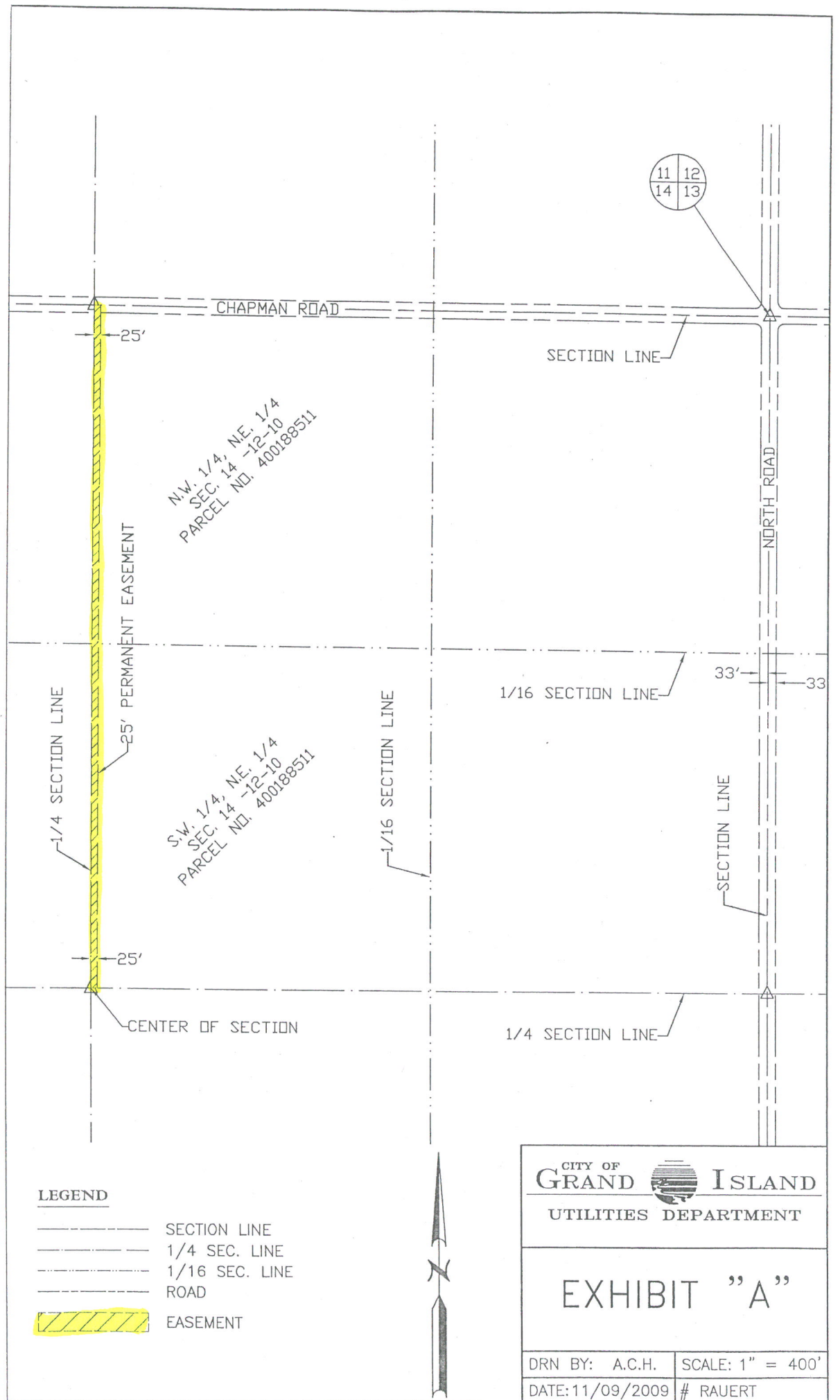
Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2010	☐ City Attorney





City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G5

#2010-176 - Approving Acquisition of Utility Easement - West of Stuhr Road and South of Fonner Park - Hall County Livestock Improvement Association

This item relates to the aforementioned Public Hearing Item E-6.

Staff Contact: Gary R. Mader

RESOLUTION 2010-176

WHEREAS, a public utility easement is required by the City of Grand Island, from Hall County Livestock Improvement Association to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including electric lines and a well house; and

WHEREAS, a public hearing was held on July 13, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

Referring to the northeast corner of the Southeast Quarter (SE ¼), Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., located in the City of Grand Island, Hall County, Nebraska; thence southerly along the easterly line of said Southeast Quarter (SE ¼), a distance of three hundred ninety eight (398.0) feet; thence deflecting right 89°08'08" and running westerly, a distance of thirty three (33.0) feet to a point on the westerly right-of-way line of Stuhr Road, said point being the ACTUAL Point of Beginning; thence continuing westerly on the last described course, a distance of four hundred twenty (420.0) feet, excepting the 12' x 18' tract of land deeded to the City of Grand Island as described in Deed Book #139, Page 422, recorded in the Hall County, Nebraska Register of Deeds Office.

The above-described easement and right-of-way containing a total of 0.193 acres, more or less, as shown on the plat dated 5/28/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

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 a public utility easement from the Hall County Livestock Improvement Association, on the above-described tract of land.

- - -

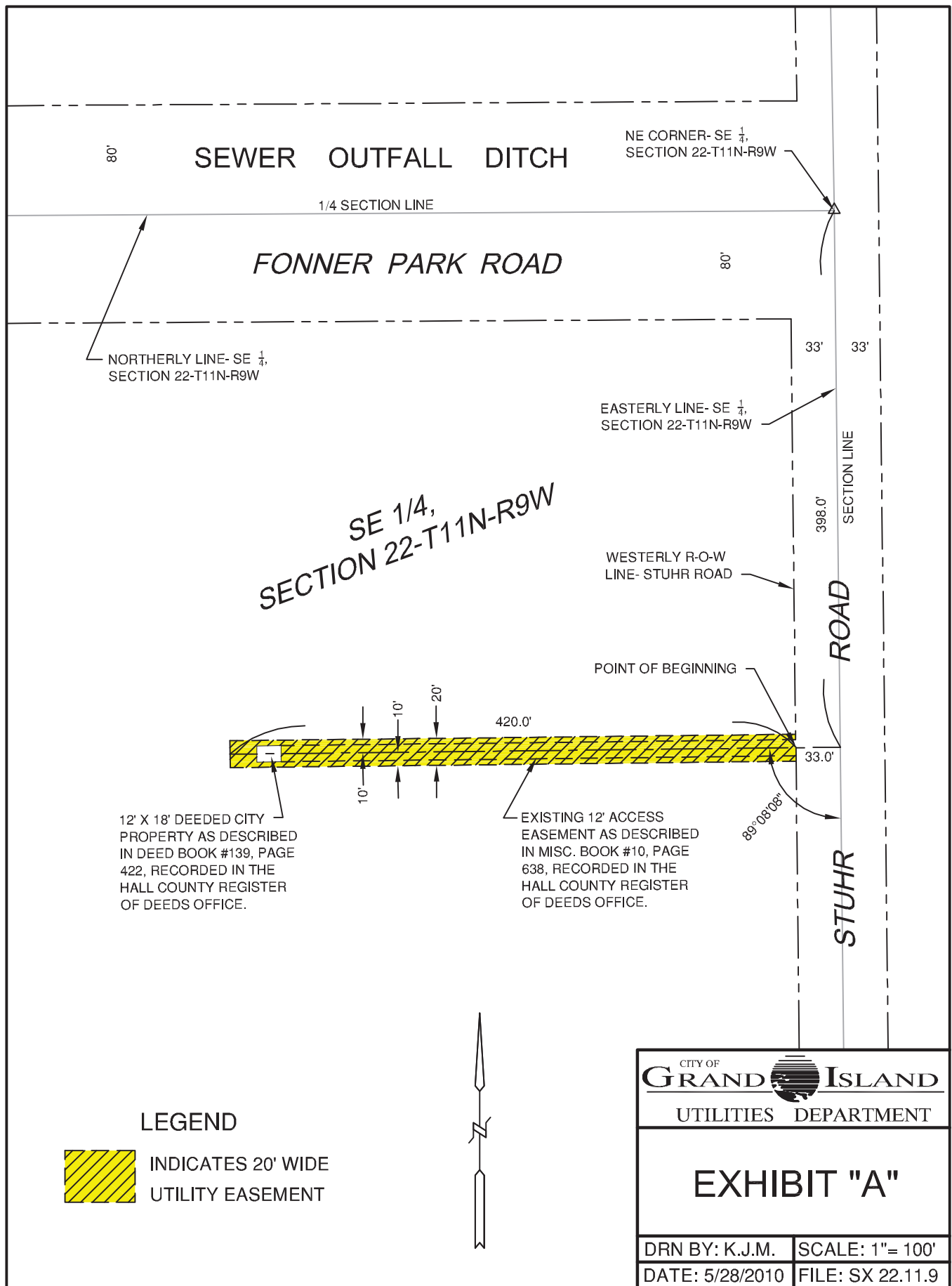
Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
July 8, 2010	☐ City Attorney

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G6

#2010- - Approving Acquisition of Utility Easement - 438

Industrial Lane, north of Old U.S. Highway 30 - L & P Investments

This item relates to the aforementioned Public Hearing Item E-8.

Staff Contact: Gary R. Mader

RESOLUTION 2010-177

WHEREAS, a public utility easement is required by the City of Grand Island, from L & P Investments, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on July 13, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

The northerly forty seven and five tenths (47.5) feet of the easterly ten (10.0) feet of Lot Three (3), Commercial Industrial Park Third Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 475.0 square feet, more or less, as shown on the plat dated 6/3/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

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 a public utility easement from L & P Investments, LLC, on the above-described tract of land.

- - -

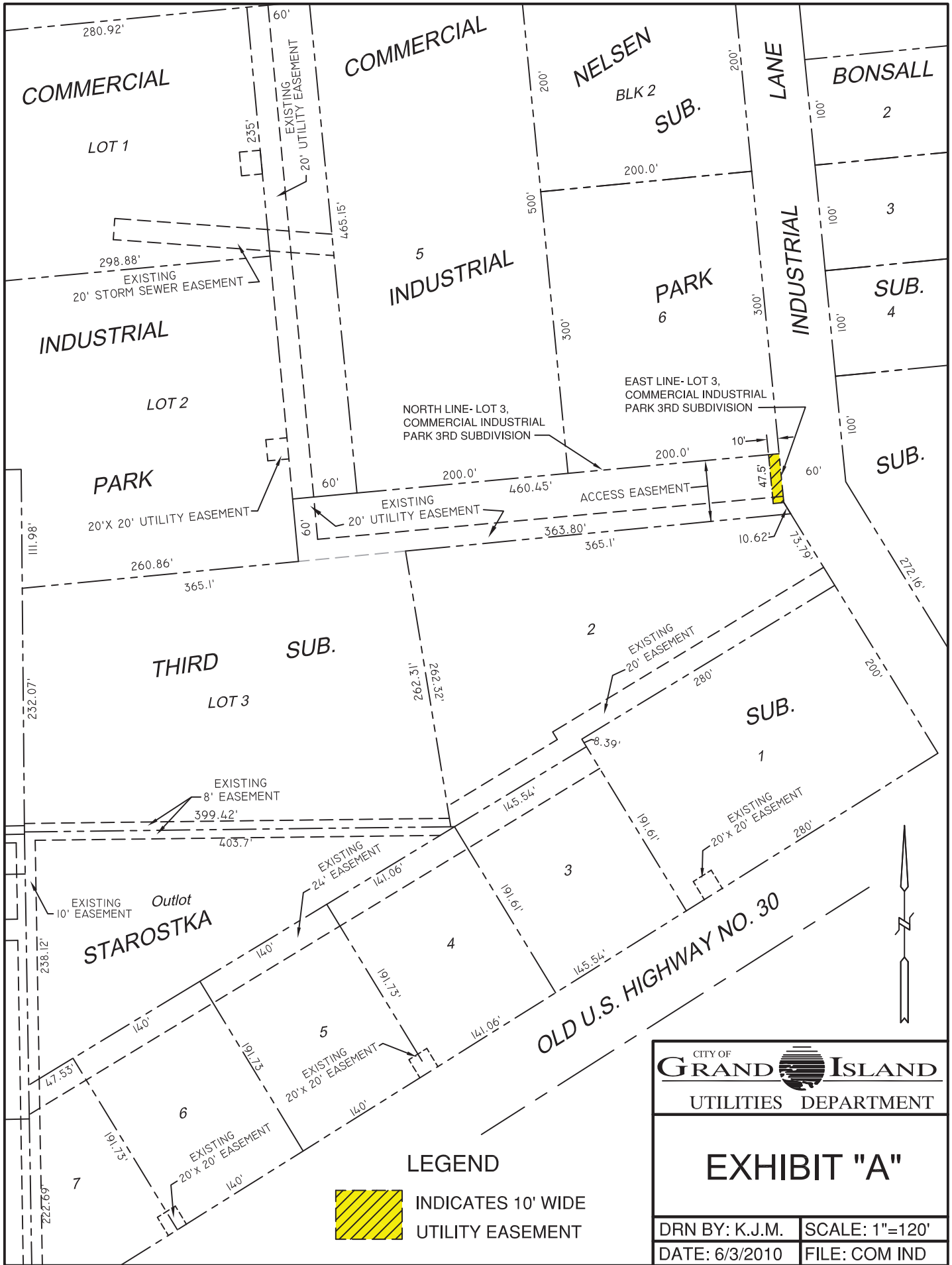
Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
July 7, 2010	<input type="checkbox"/> City Attorney



LEGEND



INDICATES 10' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"=120'
DATE: 6/3/2010	FILE: COM IND



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G7

**#2010- - Approving Acquisition of Utility Easement - 3311
Firestone Street (Lot 4) - Indianhead Golf Club**

This item relates to the aforementioned Public Hearing Item E-9.

Staff Contact: Gary R. Mader

RESOLUTION 2010-178

WHEREAS, a public utility easement is required by the City of Grand Island, from Indianhead Golf Club, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and

WHEREAS, the City Council approved an easement across this property at the May 25, 2010 Council meeting, and the new easement has different dimensions than that previously approved, and the owner wishes to create the change; and

WHEREAS, a public hearing was held on July 13, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

The northerly twelve and five tenths (12.5) feet of Lot Four (4), Block One (1), Fairway Crossings at Indianhead Golf Club First Subdivision.

The above-described easement and right-of-way containing a total of 0.041 acres, more or less, as shown on the plat dated 6/9/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

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 a public utility easement from Indianhead Golf Club, Inc., on the above-described tract of land.

- - -

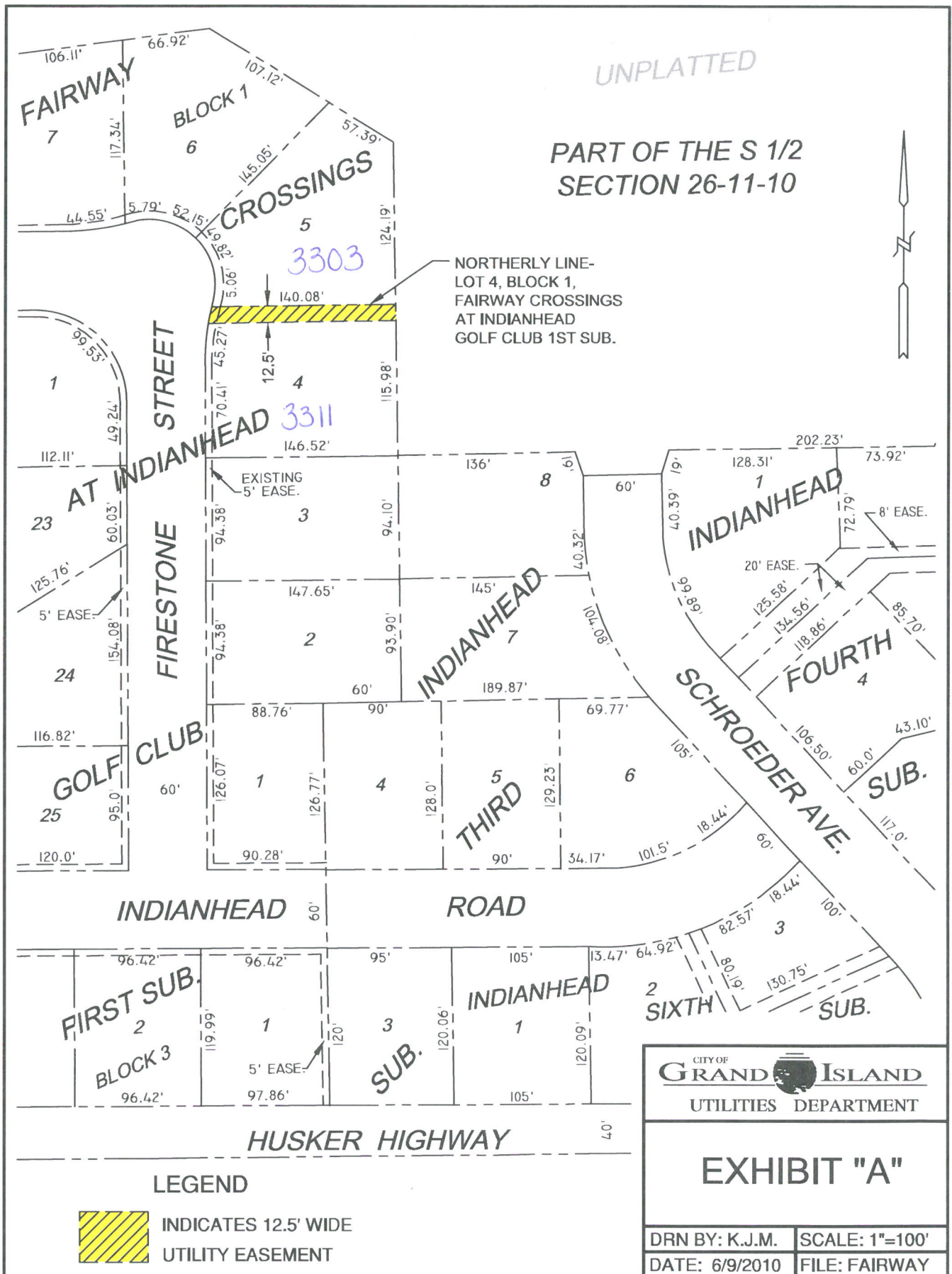
Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 7, 2010	☐ City Attorney





City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G8

**#2010- - Approving Acquisition of Utility Easement - 3303
Firestone Street (Lot 5) - Indianhead Golf Club**

This item relates to the aforementioned Public Hearing Item E-9.

Staff Contact: Gary R. Mader

RESOLUTION 2010-179

WHEREAS, a public utility easement is required by the City of Grand Island, from Indianhead Golf Club, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and

WHEREAS, the City Council approved an easement across this property at the May 25, 2010 Council meeting, and the new easement has different dimensions than that previously approved, and the owner wishes to create the change; and

WHEREAS, a public hearing was held on July 13, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

The southerly seven and five tenths (7.5) feet of Lot Five (5), Block One (1), Fairway Crossings at Indianhead Golf Club First Subdivision.

The above-described easement and right-of-way containing a total of 0.024 acres, more or less, as shown on the plat dated 6/9/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

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 a public utility easement from Indianhead Golf Club, Inc., on the above-described tract of land.

- - -

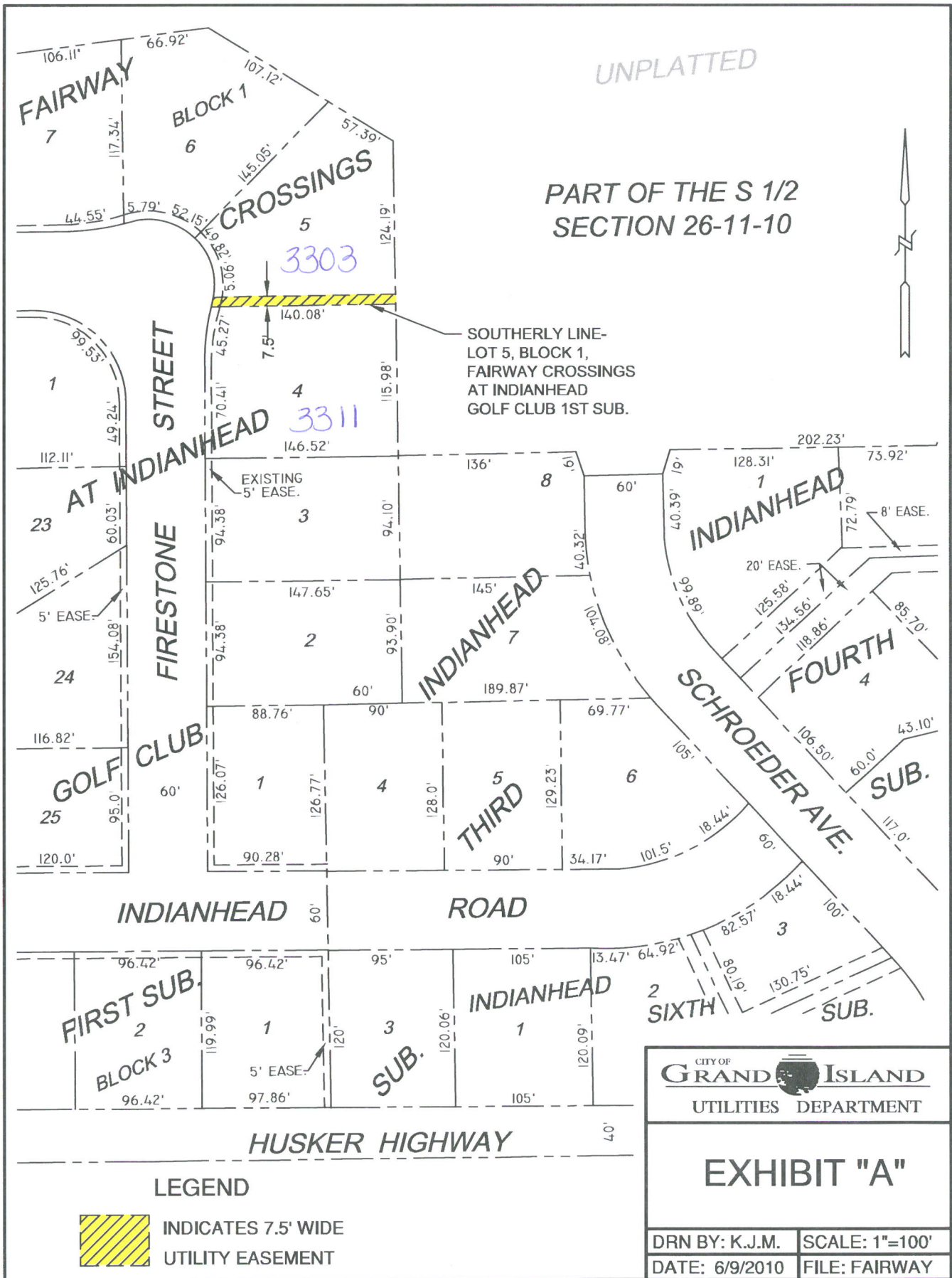
Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 7, 2010	☐ City Attorney





City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G9

#2010-180 - Approving Bid Award - Water Main Project 2009-W-6 (6th Street from Elm Street to Pine Street)

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: July 13, 2010

Subject: Bid Award for Water Main Project 2009-W-6
Sixth Street, Elm Street to Pine Street

Item #'s: G-9

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

Background

The existing water system infrastructure in Sixth Street between Elm Street and Pine Street is well over 100 years old. This is evident from an existing fire hydrant in the project area that is stamped "Feb 1880", and the Department has water service cards for the area that date back to 1908.

At the time of its installation, the existing 4" diameter cast iron main was state of the art. And, although the main remains in good physical condition, it does not meet today's modern requirements for fire protection and service. The referenced project provides for furnishing materials, the trenchless installation of a new 8" diameter ductile-iron water main, new water service connections to the adjacent residential properties, and the abandonment of the old 4" main. Replacing this section of main will insure continued operation service, reliability, and improved fire protection in the area. A map of the project area is attached for reference.

Funding for the project will be a cost share between the Water Department and the Nebraska Department of Economic Development. The project meets eligibility requirements for Community Development Block Grant (CDBG) funding. This is a project share with CDBG picking up approximately 80% of the project costs.

Discussion

Bidding documents, specifications and plans were advertised in accordance with City Procurement Codes and issued to 15 contractors. Bids were received and publicly opened

at 2:00 p.m. on June 10, 2010. Four firms submitted bids that have been reviewed for accuracy and completeness.

The “as read” bids were:

Bidder	Exceptions	Bid Price	Completion Date
K2 Construction Lincoln, NE	None	\$293,902.22	November 24, 2010
Diamond Engineering Co. Grand Island, NE	None	\$303,357.69	Septemter 30, 2010
General Excavating Lincoln, NE	None	\$393,954.28	October 30, 2010
Myers Construction, Inc. Broken Bow, NE	None	\$427,650.20	October 31, 2010

All bids have been reviewed and evaluated. A tabulation of the bid evaluation form is attached for reference. The bids from Diamond Engineering Company and from General Excavating are complete and without exceptions. There were issues on the other two bids received.

The highest “as read” bid from Meyers Construction, contained an error in the quantity per unit price calculations for Item C.1.34 *Remove Asph./Conc. Driveway*. Their listed amount was \$7,764.00 vs. the correct amount of \$776.40. The error is from a misplaced decimal point and is a difference of \$6,987.60, resulting in an evaluated lowering of their total bid to \$420,662.60. Additionally, Myers Construction failed to sign and submit several requirements on the Contractor’s Bid form. These include omitting the sections dealing with sales tax options; a breakdown of their bid for use by the City’s Finance Department; and failure to sign and date their bid. They also did not submit forms for the CDBG certification. Perry Myers, President, Myers Construction, was contacted by phone on these issues. He appreciated the information and stated that he had hurried through the paperwork and had not done a very good job of preparing his bid. He said they had submitted the data per normal processes. He hoped that we would keep them on our bidders list.

The low “as read” bid submitted from K2 Construction also contained errors and omissions. On Item C.1.36 *Remove Conc. Curb and Gutter Section*, K2’s quantity per unit price extension listed a total amount of \$2,595.55. The correct amount is \$2,604.80, a difference of \$9.25. This correction increases their total bid to \$293,911.47. There was also an error in the breakdown data of their bid for sales tax on the project, and in the CDBG section of the contract documents. The documents were not completed. K2 Construction was contacted in regard to the above referenced incorrect and missing data. All information, forms, and correctly calculated amounts have satisfactorily been

submitted and reviewed. All issues are evaluated as resolved with an evaluated bid amount of \$293,911.47.

K2 Construction has not previously done any work in the Grand Island area. Therefore, their listed references and other individuals were contacted to check work history. In summary, they are a somewhat new company, in business since 2001. They had various problems in the past with the City of Lincoln. However, these issues have been resolved and they are doing work for Lincoln. In 2009, Lincoln awarded K2 the contract to install the replacement water mains on the UNL campus. This was a high profile project and K2 received positive evaluations from references contacted. Also, K2 has just been awarded a contract to replace 2,500 lf. of water main in "O" Street in Lincoln.

The general comments from K2's material suppliers and various other entities reported that on recent projects, their quality, scheduling, and overall performance was good.

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 contract for Water Main Project 2009-W-6, Sixth Street, from Elm Street to Pine Street, to the low bidder, K2 Construction of Lincoln, Nebraska, in the amount of \$293,911.47.

Sample Motion

Move to approve the contract for Water Main Project 2009-W-6, Sixth Street, from Elm Street to Pine Street, to K2 Construction of Lincoln, Nebraska.



Water Main Project 2009-W-6

Sixth Street water main replacement from Elm to Pine

BIDS 6/10/2010

ITEM	DESCRIPTION	QUANTITY EST.	<u>K-2 Construction</u>		<u>Diamond Eng Co</u>		<u>General Excavating</u>		<u>Myers Construction</u>	
			UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
1.01	12" d.i. pipe (s.j.)	18.50 l.f.	53.92	997.52	74.90	1,385.65	90.00	1,665.00	60.00	1,110.00
1.02	8" d.i. pipe (r.j.) - trenchless installation	1,641.00 l.f.	49.87	81,836.67	58.90	96,654.90	70.00	114,870.00	85.00	139,485.00
1.03	8" d.i. pipe (s.j.)	90.50 l.f.	35.30	3,194.65	43.00	3,891.50	60.00	5,430.00	55.00	4,977.50
1.04	6" d.i. pipe (s.j.)	31.30 l.f.	31.77	994.40	43.35	1,356.86	50.00	1,565.00	50.00	1,565.00
1.05	12"x8" m.j. wye	2.00 ea.	441.49	882.98	810.00	1,620.00	710.00	1,420.00	792.00	1,584.00
1.06	12"x8" m.j. tee	1.00 ea.	302.85	302.85	605.00	605.00	600.00	600.00	597.00	597.00
1.07	12"x6" m.j. tee	1.00 ea.	278.60	278.60	571.00	571.00	600.00	600.00	534.00	534.00
1.08	12"x8" m.j. reducer	2.00 ea.	182.54	365.08	285.00	570.00	400.00	800.00	336.00	672.00
1.09	12" retainer gland	0.00 ea.	0.00	0.00	200.00	0.00	120.00	0.00	190.00	0.00
1.10	8"x8"x6" m.j. tee	6.00 ea.	174.27	1,045.62	471.30	2,827.80	450.00	2,700.00	416.00	2,496.00
1.11	8"x45° m.j. bend	2.00 ea.	127.01	254.02	313.60	627.20	400.00	800.00	273.00	546.00
1.12	8"x6" m.j. reducer	1.00 ea.	113.65	113.65	210.50	210.50	400.00	400.00	234.00	234.00
1.13	8" retainer gland	2.00 ea.	67.32	134.64	121.75	243.50	110.00	220.00	98.00	196.00
1.14	8" sleeve coupling	4.00 ea.	125.77	503.08	251.50	1,006.00	240.00	960.00	513.00	2,052.00
1.15	8" plug	1.00 ea.	80.53	80.53	151.25	151.25	200.00	200.00	137.00	137.00
1.16	6"x6"x6" m.j. tee	2.00 ea.	150.97	301.94	362.55	725.10	400.00	800.00	346.00	692.00
1.17	6" retainer gland	2.00 ea.	55.77	111.54	95.00	190.00	110.00	220.00	57.00	114.00
1.18	6" sleeve coupling	3.00 ea.	107.44	322.32	207.15	621.45	225.00	675.00	318.00	954.00
1.19	12" r.s. gate valve	1.00 ea.	1,826.60	1,826.60	2,319.00	2,319.00	2,250.00	2,250.00	2,560.00	2,560.00
1.20	8" r.s. gate valve	2.00 ea.	1,100.61	2,201.22	1,236.50	2,473.00	1,200.00	2,400.00	1,356.00	2,712.00
1.21	6" r.s. gate valve	2.00 ea.	836.05	1,672.10	850.00	1,700.00	900.00	1,800.00	920.00	1,840.00
1.22	valve box	5.00 ea.	429.98	2,149.90	198.00	990.00	230.00	1,150.00	165.00	825.00
1.23	fire hydrant assembly	6.00 ea.	1,811.96	10,871.76	3,515.00	21,090.00	1,800.00	10,800.00	4,340.00	26,040.00
1.24	duc-lugs & redi-rod	3.00 ea.	220.70	662.10	224.00	672.00	200.00	600.00	115.00	345.00
1.25	thrust block	14.00 ea.	193.05	2,702.70	340.00	4,760.00	250.00	3,500.00	180.00	2,520.00
1.26	l-beam block	1.00 ea.	850.68	850.68	715.95	715.95	1,000.00	1,000.00	240.00	240.00
1.27	linestopper installation	5.00 ea.	700.00	3,500.00	565.00	2,825.00	4,600.00	23,000.00	1,300.00	6,500.00
1.28	1" copper water service (complete)	48.00 ea.	2,113.69	101,457.12	1,791.00	85,968.00	2,200.00	105,600.00	3,000.00	144,000.00
1.29	8 mil polywrap	1,781.30 l.f.	1.10	1,959.43	1.00	1,781.30	1.10	1,959.43	2.00	3,562.60
1.30	remove and salvage existing water main	79.00 l.f.	14.00	1,106.00	8.80	695.20	25.00	1,975.00	10.00	790.00
1.31	remove and salvage existing fire hydrant	3.00 ea.	350.00	1,050.00	389.00	1,167.00	700.00	2,100.00	400.00	1,200.00
1.32	remove existing roadway	390.50 s.y.	14.00	5,467.00	7.15	2,792.08	13.00	5,076.50	4.00	1,562.00
1.33	replace concrete roadway	408.50 s.y.	48.12	19,657.02	49.00	20,016.50	95.00	38,807.50	48.00	19,608.00
1.34	remove asph./conc. Driveway	129.40 s.y.	14.00	1,811.60	8.00	1,035.20	2.00	258.80	6.00	776.40
										7,764.00
1.35	replace asph./conc. Driveway	129.40 s.y.	35.75	4,626.05	46.90	6,068.86	14.00	1,811.60	78.00	10,093.20
1.36	remove conc. Curb & gutter section	140.80 l.f.	18.50	2,604.80	2.60	366.08	3.00	422.40	5.00	704.00
				2,595.55						
1.37	replace conc. Curb & gutter section	0.00 l.f.	0.00	0.00	29.20	0.00	30.00	0.00	21.00	0.00
1.38	6" conc. Integral curb	140.30 l.f.	22.05	3,093.62	3.50	491.05	30.00	4,209.00	3.00	420.90
1.39	remove, replace and regrade gravel driveway	2.00 ea.	700.00	1,400.00	151.00	302.00	800.00	1,600.00	1,200.00	2,400.00
1.40	remove concrete sidewalk	1,778.80 s.f.	1.40	2,490.32	1.13	2,010.04	1.50	2,668.20	1.00	1,778.80
1.41	replace concrete sidewalk	2,103.50 s.f.	4.78	10,054.73	7.75	16,302.13	7.50	15,776.25	5.00	10,517.50
1.42	remove brick sidewalk	1,105.40 s.f.	2.80	3,095.12	1.40	1,547.56	3.00	3,316.20	1.50	1,658.10
1.43	replace brick sidewalk	780.70 s.f.	2.80	2,185.96	6.90	5,386.83	14.00	10,929.80	7.00	5,464.90
1.44	saw cut	100.90 l.f.	4.17	420.75	3.55	358.20	4.00	403.60	3.00	302.70
1.45	Residential Seeding	11,620.00 s.f.	0.54	6,274.80	0.35	4,067.00	0.75	8,715.00	0.80	9,296.00
1.46	Traffic Control	Complete l.s.	7,000.00	7,000.00	2,200.00	2,200.00	7,900.00	7,900.00	5,000.00	5,000.00
	Evaluated Bid			\$293,911.47		\$303,357.69		\$393,954.28		\$420,662.60
	As Read Bid			\$293,902.22		\$303,357.69		\$393,954.28		\$427,650.20

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale Shotkoski, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 10, 2010 at 2:00 p.m.

FOR: Water Main Project 2009-W-6
Sixth Street, from Elm Street to Pine Street

DEPARTMENT: Utilities

ESTIMATE: \$325,693.00

FUND/ACCOUNT: 525

PUBLICATION DATE: May 17, 2010

NO. POTENTIAL BIDDERS: 15

SUMMARY

Bidder:	<u>General Excavating</u> Lincoln, NE	<u>K2 Construction</u> Lincoln, NE
Bid Security:	Universal Surety Co.	International Fidelity Ins. Co.
Exceptions:	None	None
Bid Price:	\$393,954.28	\$293,902.22
Completion Date:	10/30/10	11/24/10

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Myers Construction, Inc.</u> Broken Bow, NE
Bid Security:	Universal Surety Co.	Merchants Bonding Company
Exceptions:	None	None
Bid Price:	\$303,357.69	\$427,650.20
Completion Date:	9/30/10	10/31/10

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

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Tom Barnes, Engineering Manager

RESOLUTION 2010-180

WHEREAS, the City Water Department invited sealed bids for Water Main Project 2009-W-6, Sixth Street, from Elm Street to Pine Street; and

WHEREAS, on June 10, 2010, bids were received, opened and reviewed; and

WHEREAS, K2 Construction of Lincoln, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, in an evaluated amount of \$293,911.47; and

WHEREAS, the City Water Department and the Nebraska Department of Economic Development are completing Water Main Project 2009-W-6, Sixth Street from Elm Street to Pine Street as a project share with the Community Development Block Grant (CDBG) picking up approximately 80% of the project costs; and

WHEREAS, the bid of K2 Construction of Lincoln, Nebraska, is less than the estimate for Water Main Project 2009-W-6, Sixth Street, from Elm Street to Pine Street.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of K2 Construction of Lincoln, Nebraska, in the amount of \$293,911.47 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2010	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G10

#2010-181 - Approving Peter Kiewit Grant Agreement

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks & Recreation Director

Meeting: July 13, 2010

Subject: Approving Peter Keiwit Grant Agreement

Item #'s: G-10

Presenter(s): Steve Paustian

Background

A Peter Kiewit Foundation grant application was prepared and submitted in April 2010. In June, the Kiewit Foundation awarded \$55,564 to the City of Grand Island to purchase Community Field House recreational equipment for the 70,000 square foot Community Field House constructed at Fonner Park. The City of Grand Island will manage the facility from October 1 through July 31 annually 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.

Discussion

The grant may be used to purchase recreational equipment by priority as needed for programming at the Field House. The grant requires \$166,963 in new cash contributions as a grant match but, of that amount, \$15,000 has been received from a local foundation and \$100,000 has been committed by the Nebraska State Fair toward the purchase of indoor equipment needs. The additional \$51,000 is expected to come from other grant awards and miscellaneous cash purchases by the City for the facility.

A Grant Agreement and a Letter of Understanding specifying the terms and conditions of the award have been sent to the City to accept the grant award. The grant period runs from June 29, 2010 to June 30, 2011. Staff recommends that the Mayor be authorized to sign all grant related documents and that the grant be accepted by the City.

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 Agreement and Letter of Understanding and authorize the Mayor to sign related documents.

Sample Motion

Move to approve the Grant Agreement and Letter of Understanding and authorize the Mayor to sign related documents.

PETER KIEWIT FOUNDATION

8805 Indian Hills Drive, Suite 225
Omaha, Nebraska 68114
(402)344-7890

GRANT AGREEMENT

June 29, 2010

IN CONSIDERATION of a grant of **FIFTY-FIVE THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS (\$55,564.00)** from the Peter Kiewit

Foundation, the undersigned Grantee agrees:

- (1) To use the grant only for the following purpose:

To partially fund the purchase of recreational equipment for the new Community Fieldhouse at Fonner Park in Grand Island, as more fully set forth in the undersigned's Grant Application, the provisions of which are incorporated herein by reference;

- (2) To repay to the Foundation any portion of the amount granted which is not used for the purpose of the grant as set forth above;
- (3) To submit to the Foundation full and complete annual reports on the manner in which the funds are spent and the progress made in accomplishing the purpose of the grant; the first of which reports shall be due on or before **June 30, 2011**, and annually thereafter until the grant funds are expended in full or the grant is otherwise terminated;
- (4) To maintain records of receipts and expenditures and to make its books and records available to the Peter Kiewit Foundation at reasonable times; and;
- (5) Not to use any of the grant funds:
 - (a) To carry on propaganda, or otherwise attempt, to influence legislation within the meaning of section 4945(d)(1), IRC of 1954;
 - (b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of section 4945(d)(2), IRC of 1954;
 - (c) To make any grant which does not comply with the requirements of section 4945(d)(3) or (4), IRC of 1954; or
 - (d) To undertake any activity for any purpose other than one specified in section 170(c)(2)(B), IRC of 1954.

SIGNED this _____ day of _____, 20____.

CITY OF GRAND ISLAND

By _____
(Signature)

Its _____
(Title)

PETER KIEWIT FOUNDATION

8805 Indian Hills Drive – Suite 225
Omaha, Nebraska 68114
(402)344-7890

LETTER OF UNDERSTANDING APPROVED GRANT

June 29, 2010

GRANTEE: City of Grand Island
100 East First Street
Post Office Box 1968
Grand Island, Nebraska 68802-1968

Set forth below and on the attached Grant Agreement are the provisions of the grant awarded to your organization by the Trustees of the Peter Kiewit Foundation. Two originals of both documents are enclosed. If you wish to accept the grant, please so indicate by signing one original of this Letter of Understanding in the place provided and return it to us at your earliest convenience together with one signed original of the Grant Agreement. The second copy of each document is for your files.

1) KIND AND AMOUNT OF GRANT

A challenge grant in the total amount of \$55,564.

2) USE OF GRANT FUNDS

To partially help the Grantee purchase recreational equipment for the new Community Fieldhouse at Fonner Park in Grand Island, as more fully described in the grant application.

3) SPECIAL CONDITIONS

- a) Grant is conditioned upon Grantee developing the balance of funding needed to complete the projects as planned.
 - b) Grant is also conditioned upon completion of the funding effort no later than June 15, 2011.
 - c) Grant is further conditioned upon Grantee providing brief written progress reports to the Peter Kiewit Foundation on or about December 31 and June 30 through project completion. These reports shall describe progress made on the fundraising effort as well as the project itself, and are in addition to the annual report requirement set forth in the attached Grant Agreement.
 - d) Grantee shall provide to the Peter Kiewit Foundation copies of written purchase orders or final billing invoices for the proposed recreational equipment when requesting grant disbursement.
- ### 4) MATCHING FUNDS
- a) Grantee shall develop the balance of funds needed to complete the project (at least \$166,963) in new cash contributions or firm written pledges before June 15, 2011, to satisfy Items Three (a) and (b), above.
 - b) Grantee shall furnish to the Peter Kiewit Foundation a written listing of all such donations and pledges, their sources, amounts, and dates paid or payable, as part of the written progress report due June 30, 2011.

5) DISBURSEMENT OF GRANT FUNDS

Following satisfaction of the terms and conditions set forth in Items Three and Four above, grant funds will be disbursed within 15 days following receipt of written certification from the Grantee that the fundraising effort for this project is complete and the recreational equipment has been ordered and/or has been received and properly installed for its intended use.

6) GRANTOR'S OBLIGATION

It is understood and agreed that the maximum obligation of the Peter Kiewit Foundation under the terms and conditions of this grant is **\$55,564**.

GRANT ACCEPTANCE

BY: _____ TITLE: _____ DATE: _____

RESOLUTION 2010-181

WHEREAS, the City of Grand Island submitted a grant application to the Peter Kiewit Foundation in April 2010; and

WHEREAS, the Peter Kiewit Foundation has awarded \$55,564 to the City of Grand Island to purchase recreational equipment for the Grand Island Community Field House; and

WHEREAS, a Grant Agreement and Letter of Understanding have been provided by the Kiewit Foundation to the City to accept the grant award;

WHEREAS, matching funds of \$166,963 are required to access grant funding; and

WHEREAS, the grant agreement period begins June 29 and ends June 30, 2011.

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 accept the grant award from the Peter Kiewit Foundation 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, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 7, 2010	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G11

**#2010-182 - Approving Acquisition of Ingress/Egress Easement
Located at 3016 E Bismark Road (Karen M. Neppl)**

This item relates to the aforementioned Public Hearing Item E-10

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2010-182

WHEREAS, an ingress/egress easement is required by the City of Grand Island, from Karen M. Neppel, for public access to the property at 3016 E Bismark Road; and

WHEREAS, a public hearing was held on July 13, 2010, for the purpose of discussing the proposed acquisition of an ingress/egress easement consisting of the westerly 15' of a tract described as, a tract of land comprising a part of lot one (1) on the mainland of the southwest quarter (SW1/4) of the southeast quarter (SE1/4) of section fourteen (14), township eleven (11) north, range nine (9) west of the 6th p.m., City of Grand Island in Hall county, Nebraska, more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT ONE (1) ON THE MAINLAND OF THE SW1/4SE1/4; THENCE SOUTHERLY ALONG AND UPON THE WEST LINE OF SAID SW1/4SE1/4 A DISTANCE OF SEVEN HUNDRED TWENTY SEVEN AND FOUR HUNDREDTHS (727.04) FEET, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE C. B. & Q. RAILROAD; THENCE DEFLECTING LEFT 62 DEGREES 12' AND RUNNING SOUTHEASTERLY ALONG AND UPON SAID NORTHEAST RAILROAD R.O.W. A DISTANCE OF TWO HUNDRED AND TWO (202.0) FEET; THENCE DEFLECTING LEFT 35 DEGREES 07'; AND RUNNING NORTHEASTERLY A DISTANCE OF TWO HUNDRED SEVENTY NINE AND TWENTY TWO HUNDREDTHS (279.22) FEET; THENCE DEFLECTING LEFT 23 DEGREES 23' AND RUNNING NORTHEASTERLY, A DISTANCE OF THREE HUNDRED TWELVE AND FORTY FIVE HUNDREDTHS (312.45) FEET; THENCE DEFLECTING LEFT 19 DEGREES 00' AND RUNNING NORTHEASTERLY, A DISTANCE OF ONE HUNDRED THIRTY (130.0) FEET, TO THE ACTUAL POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ON THE LAST DESCRIBED COURSE, A DISTANCE OF ONE HUNDRED NINETEEN AND TWENTY FIVE HUNDREDTHS (119.25) FEET; THENCE DEFLECTING LEFT 13 DEGREES 21' AND RUNNING NORTHEASTERLY, A DISTANCE OF TWENTY (20) FEET; THENCE DEFLECTING RIGHT 83 DEGREES 39' AND RUNNING SOUTHEASTERLY A DISTANCE OF NINETY (90.0) FEET; THENCE DEFLECTING RIGHT 55 DEGREES 50' AND RUNNING SOUTHEASTERLY A DISTANCE OF ONE HUNDRED FORTY SIX AND SIX TENTHS (146.6) FEET; THENCE DEFLECTING RIGHT 121 DEGREES 17' AND RUNNING NORTHWESTERLY A DISTANCE OF TWO HUNDRED FIFTEEN (215.0) FEET, TO THE ACTUAL PLACE OF BEGINNING AND CONTAINING 0.437 ACRES MORE OR LESS, IN 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 an ingress/egress easement from Karen M. Neppel, on the above-described lot of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G12

**#2010-183 - Approving Bid Award for Addition to Transfer
Station Storage Building**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: July 13, 2010

Subject: Approving Bid Award for Addition to Transfer Station Storage Building

Item #'s: G-12

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

Background

On May 29, 2010 the Solid Waste Division of the Public Works Department advertised for an addition to the Transfer Station Storage Building. There were six (6) potential bidders.

Discussion

Three (3) bids were received and opened on June 24, 2010. The Solid Waste Division of the Public Works Department reviewed the bids that were received. The bid submitted by Rathman & Manning Corporation of Chapman, Nebraska meets all of the specifications.

Bidder	Bid Price	Deductive Bid “A”	Deductive Bid “B”
Rathman & Manning Corp. of Chapman, NE	\$80,750.00	\$2,030.00	\$55.00
Chief Construction Co. of Kearney, NE	\$105,000.00	\$1,900.00	\$40.00
Tri Valley Builders, Inc. of Grand Island, NE	\$115,900.00	\$300.00	\$1,300.00

Deductive Bid “A” allows for removing the liner panel bid item from the project, Deductive Bid “B” permits removing the splash block bid item. As the base bid including the liner panel and splash block is only \$750 above the estimate of \$80,000, Public Works Administration would recommend awarding the base bid. When compared to the other two bids received the base bid of Rathman & Manning Corp. is considered fair and reasonable.

The original truck storage building was constructed in 2005 and is used for storage and maintenance of a portion of the Transfer Station's fleet of trucks and trailers used in the daily transport of solid waste to the Landfill. This addition to the existing building will be utilized for storage and maintenance of heavy equipment and some additional small equipment that is also used in the daily operations at the Transfer Station.

The funds for this building addition are in the approved FY 2010 budget.

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 addition to the Transfer Station Storage Building by Rathman & Manning Corporation of Chapman, Nebraska in the amount of \$80,750.00.

Sample Motion

Move to approve the addition to the Transfer Station Storage Building by Rathman & Manning Corporation of Chapman, Nebraska in the amount of \$80,750.00.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale Shotkoski, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 24, 2010 at 2:00 p.m.

FOR: Addition to Transfer Station Storage Building

DEPARTMENT: Public Works

ESTIMATE: \$80,000.00

FUND/ACCOUNT: 50530040-85610

PUBLICATION DATE: May 29, 2010

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Rathman & Manning Corp</u> Chapman, NE	<u>Tri Valley Builders, Inc</u> Grand Island, NE
Bid Security:	Inland Insurance Co.	Universal Surety Co
Exceptions:	None	Noted
Bid Price:	\$80,750.00	\$115,900.00
Alternate Bid A:	\$2,030.00	\$300.00
Alternate Bid B:	\$55.00	\$1,300.00
Bidder:	<u>Chief Construction Co.</u> Kearney, NE	
Bid Security:	Fidelity & Deposit Company of MD	
Exceptions:	None	
Bid Price:	\$105,000.00	
Alternate Bid A:	\$1,900.00	
Alternate Bid B:	\$40.00	

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

Catrina DeLosh, PW Admin. Assist.
Jeff Wattier, Solid Waste Supt.

RESOLUTION 2010-183

WHEREAS, the City Of Grand Island invited sealed bids for an addition to the Transfer Station Storage Building, according to plans on file with the Public Works Department; and

WHEREAS, on June 24, 2010 bids were received, opened and reviewed; and

WHEREAS, Rathman & Manning Corporation of Chapman, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, with a bid price of \$80,750.00; and

WHEREAS, the bid price of Rathman & Manning Corporation's is the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Rathman & Manning Corporation of Chapman, Nebraska, at a bid price of \$80,750.00 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2010	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G13

**#2010-184 - Approving Rescission of Resolution 736; No Parking
on Both Sides of Fonner Park Road from South Locust Street to
Pleasant View Drive**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: July 13, 2010

Subject: Approving Rescission of Resolution 736; No Parking on Both Sides of Fonner Park Road from South Locust Street to Pleasant View Drive

Item #'s: G-13

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

Background

City Council approved Resolution 736 on December 10, 1973 which prohibits parking on both sides of Fonner Park Road from South Locust Street to Pleasant View Drive.

Discussion

It has been determined that the no parking restriction on Fonner Park Road from South Locust Street to Pleasant View Drive is not warranted on a permanent basis. It has not been enforced in the past 30+ years and there have not been any safety issues that have arisen with parking along this stretch.

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 rescission of Resolution 736, dated December 10, 1973.

Sample Motion

Move to approve the rescission of Resolution 736, dated December 10, 1973.

RESOLUTION 2010-184

WHEREAS, Resolution 736, dated December 10, 1973, directed that No Parking be allowed on both sides of Fonner Park Road, from South Locust Street to Pleasant View Drive; and

WHEREAS, it is recommended that Resolution 736, dated December 10, 1973 be rescinded, as there is no permanent need.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Resolution 736, dated December 10, 1973 is rescinded.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G14

#2010-185 -Approving Designating No Parking on Fonner Park Road, from South Locust Street to Pleasant View Drive

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: July 13, 2010

Subject: Approving Designating No Parking on Fonner Park Road, from South Locust Street to Pleasant View Drive

Item #'s: G-14

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 Fonner Park Road, from South Locust Street to Pleasant View Drive, during the days of the State Fair. This would match with no parking restrictions that were set at the June 22, 2010 council meeting.

Council is also being asked to rescind the current No Parking restriction from 1973 on Fonner Park Road from Locust Street to Pleasant View Drive at tonight's meeting.

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 Fonner Park Road, from South Locust Street to Pleasant View Drive during the days of the State Fair.

Sample Motion

Move to approve the resolution designating No Parking on Fonner Park Road, from South Locust Street to Pleasant View Drive during the days of the State Fair.

RESOLUTION 2010-185

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 during the days of the State Fair along Fonner Park Road, from South Locust Street to Pleasant View Drive; and

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 section during the days of the State Fair:
 - On Fonner Park Road, from South Locust Street to Pleasant View Drive to Stuhr 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, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2010	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item G15

#2010-186 - Approving Contract for City Wellness Plan

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: July 13, 2010

Subject: Approving Wellness Contract

Item #'s: G-15

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City of Grand Island began its wellness program almost four years ago. At that time the Healthways contract was administered through the health insurance contract with Mutual of Omaha. Later Coventry purchased Mutual of Omaha's book of business and the wellness contract was picked up by Coventry. The City's contract with Coventry expired on September 30, 2009. As the wellness year had already begun and the onsite physicals were held, employees were able to receive services through Healthways into fiscal year 2010. When the City brought forward a new third party administrator for its health and dental insurance a wellness contract was not part of the package.

The City chose to implement a wellness plan as a way to improve employee's health and in turn help to reduce overall health insurance costs. This has proven to be the case. Within 1 year after implementation, the City's health claims dropped by more than \$250,000. The claims remained at that level for the last three years with only a slight increase of around 1%. Nationally, health claims have risen around 10% annually. Our wellness program has proven to be an important part of our claims management process. Health insurance claims are cyclical and we can expect a bad year from time to time. But our last three years have been very good.

Discussion

The City advertised a Request for Proposal in April and received 6 proposals by the closing date in May. Three finalists were selected for interviews based on the how well they met the criteria in the RFP. Interviews were held by a group with representation from human resources, finance and legal/purchasing. The company being recommended to continue the wellness program is our current carrier, Healthways. Healthways presented the best overall proposal. The cost will remain the same as it was before which is \$110 per participant. The set up fee per site is \$150. Employees will have the same

benefits and level of service that they have currently. The contract will run for three years with a renewal guarantee that the cost will increase by no more than 3% per year. The contract is attached for review

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 wellness contract with American Healthways Services, Inc.

Sample Motion

Move to approve the contract with American Healthways Services, Inc.



Dale Shotkoski, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CITY WELLNESS PLAN**

RFP DUE DATE: May 18, 2010 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: April 26, 2010

NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

Principal Wellness Company
Indianapolis, IN

Maximum Health Solutions
Omaha, NE

Healthways, Inc.
Franklin, TN

SimplyWell, LCC
Omaha, NE

Wellness Partners LLC
McCook, NE

CareHere, LLC
Brentwood, TN

cc: Brenda Sutherland, Human Resources Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney

Tami Herald, HR Specialist
Mary Lou Brown, Finance Director

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

THIS HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT (the “Agreement”) is made and entered into as of the date executed by both parties (the “Effective Date”), by and between City of Grand Island, a Nebraska municipality (“City of Grand Island”) and on behalf of its group health plan(s) sponsored by City of Grand Island under the Employee Retirement Income Security Act of 1974 (“ERISA”) for the purpose of providing health related services to certain employees of City of Grand Island and their dependents who are enrolled in such group health plan(s) (“Plan”), and American Healthways Services, Inc., a Delaware corporation.

I. DEFINITIONS

Unless otherwise specifically provided, the capitalized terms used in this Agreement shall have the meanings set forth in Exhibit A, attached hereto and incorporated herein.

II. COVENANTS OF AHSI, COMPANY AND PLAN

- (a) AHSI agrees that it will provide, or arrange for the provision of, the Biometrics Program as described in Exhibit B for Participants, as of the Effective Date,
- (b) Plan agrees that it will, directly or through employees of City of Grand Island providing plan administrative services to Plan:
 - (i) Provide AHSI, per its specifications, with the data listed on Appendix 1 of Exhibit B no later than sixty (60) days prior to the first Health Screening Event;
 - (ii) Implement a financial incentive arrangement, mutually acceptable to City of Grand Island and AHSI, that encourages Eligible Member participation in the Biometrics Program;
 - (iii) Provide Eligible Persons with enrollment materials describing the Biometrics Program and any financial incentive arrangement sponsored by City of Grand Island or Plan related to participation in the Biometrics Program;
 - (iv) Distribute WBA forms to Eligible Persons participating in the Biometrics Program off-line at or prior to their Health Screen;
 - (v) Provide a projected Health Screening Schedule to AHSI at least twenty (20) business days in advance of such Health Screening Event;
 - (vi) Provide a Health Screening Schedule at least ten (10) business days in advance of such Health Screening Event;

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

- (vii) Provide AHSI and its agents and subcontractors with an appropriate, accessible and safe setting at each Work Site adequate for the purpose of conducting Health Screens of Eligible Persons who desire to participate in the Biometrics Program;
 - (viii) Encourage each Participant to complete all actions necessary for AHSI to generate a Biometrics Personal Health Report; and
 - (ix) Designate one or more appropriate Plan representatives to serve as a liaison to AHSI and to be available during normal business hours to respond to inquiries from AHSI.
 - (x) Allow AHSI to review and approve the accuracy of the content of any employee communication which references the Biometrics Program.
- (c) AHSI, City of Grand Island and Plan, as applicable, each further agree that:
- (i) Except as provided herein, AHSI and City of Grand Island each reserve the right to, and control of, the use of its name, symbols, trademarks and service marks presently existing or later established. In addition, except as provided herein, neither AHSI, Plan, nor City of Grand Island shall use the other's name, symbols, trademarks or service marks, without the prior written consent of that party, and shall cease any such usage immediately upon written notice of the party or upon termination or expiration of this Agreement; provided, however, (A) City of Grand Island, in administering Plan, shall have the right to use the name of AHSI for the purpose of communicating with Eligible Persons the identity and services of AHSI, and otherwise to carry out the terms of this Agreement, and (B) AHSI shall have the right to use City of Grand Island's and Plan's name, symbols, trademarks and service marks in communicating with Eligible Persons under this Agreement and to identify City of Grand Island as a customer for its general marketing purposes in a manner that does not specifically identify the City of Grand Island or eligible persons of the plan;
 - (ii) AHSI and its affiliates shall have the right to use the outcomes and results from the Biometrics Program under this Agreement for their general marketing purposes in a manner that does not identify City of Grand Island, Plan or any Eligible Person or Participant;
 - (iii) During the term of this Agreement, neither City of Grand Island nor Plan shall, directly or indirectly, enter into any agreement or contract with any other vendor or company for the provision of the same or similar services provided by AHSI under this Agreement; and

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

- (iv) The Biometrics Program is designed to comply with the Wellness Program requirements of Section 54.9802-1(f) of the Treasury Regulations, Section 2590.701(f) of the EBSA Regulations and other relevant regulations (the “Wellness Program Exception”). City of Grand Island and Plan acknowledge that changes to the structure or implementation of the Biometrics Program may adversely affect Plan’s ability to rely upon this exception. Therefore, neither City of Grand Island nor Plan will make material changes to the structure or implementation of the Biometrics Program without the prior written consent of AHSI.

III. PAYMENTS TO AHSI

In consideration of the services rendered by AHSI under this Agreement, effective as of the Effective Date, City of Grand Island or Plan, as applicable, shall pay AHSI fees based upon the number of Participants (“Participation Fee”) and any additional program fees as set forth on Exhibit C. The fees shall be invoiced by AHSI monthly and paid by City of Grand Island or Plan, as applicable, within thirty (30) days of date of invoice.

IV. INDEPENDENT RELATIONSHIP

Notwithstanding any other provisions hereof, in the performance of their obligations of this Agreement, each party is at all times acting and performing as an independent contractor with respect to the other party, and no party shall have or exercise any control or direction over the method by which any other party shall perform such work or render or perform such services and functions.

V. COMMUNICATION WITH COMPANY AND PLAN

Certain information communicated by an Eligible Person or a Participant pursuant to the Biometrics Program may constitute Protected Health Information. It is the parties’ intent that all information exchanged pursuant to the Biometrics Program be compliant with the privacy and security regulations implementing the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and other applicable law and be consistent with any representations to Eligible Persons or Participants concerning confidentiality of information.

Except as specified in Exhibit B of this Agreement with respect to reports related to Biometrics Program participation, AHSI will not disclose to City of Grand Island or Plan Personal Biometrics Data except upon City of Grand Island’s or Plan’s specific request, provided that compliance with such request is permitted by law and consistent with representations made by AHSI, City of Grand Island and Plan.

AHSI will cooperate with Plan with regard to making selected Personal Data from Participants’ Personal Health Reports available in AHSI’s standard format to other providers of healthcare related services and employee assistance programs designated by

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

Plan, with which Plan contracts and with which Plan has in effect a Business Associate Agreement consistent with the requirements of the privacy and security regulations implementing HIPAA; provided that any disclosures are permitted by applicable law and consistent with representations made by AHSI, City of Grand Island and Plan. AHSI may accept data in a non-standard format for an additional fee payable to AHSI, as set forth in Exhibit C.

AHSI may condition any disclosures of Personal Biometrics Data to City of Grand Island or Plan or other parties upon the receipt of written instructions from City of Grand Island or Plan, as applicable, and representations deemed sufficient by AHSI, in its sole discretion, that such disclosure complies with all applicable law, including but not limited to the privacy and security regulations implementing HIPAA, and consistent with representations made by AHSI, City of Grand Island and Plan.

In the event AHSI, City of Grand Island or Plan determines that a requested disclosure requires written consent of the Participant, City of Grand Island or Plan, as applicable, shall be responsible for all costs associated with obtaining such consent(s) as a program fee payable pursuant to Section III above or as otherwise permitted under applicable law, including HIPAA.

VI. CONFIDENTIALITY

- (a) Business Confidentiality. AHSI, City of Grand Island and Plan acknowledge and agree that during the course of the performance of the parties' respective obligations under this Agreement, AHSI may make available to City of Grand Island or Plan, and City of Grand Island or Plan may make available to AHSI, Confidential Information that is of value to the party disclosing the information. Each party agrees to maintain the confidentiality of the Confidential Information of the other party and not to disclose or disseminate such Confidential Information to third parties. The party receiving Confidential Information agrees to use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses to avoid disclosure of its most sensitive Confidential Information. Nothing in this Section shall preclude a party from disclosing Confidential Information to the extent that the disclosure thereof is required by law. Upon termination or expiration of this Agreement, the parties shall destroy or return all Confidential Information of the other and shall not use any Confidential Information of the other in its business. In the event that a party is required to disclose Confidential Information in response to legal process, the party against whom disclosure is sought shall immediately notify the other party and cooperate with the other party in connection with obtaining a protective order. In the event of a breach or threatened breach by either party of the provisions of this Section VI(a), the other party shall be entitled to seek an injunction restraining the breaching party from the conduct causing such a breach or threatened breach. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available to that party for such breach or

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

threatened breach, including the recovery of damages from the breaching party. This Section shall survive termination or expiration of this Agreement.

- (b) Protected Health Information. City of Grand Island and Plan represent and warrant that Plan's plan documents have been amended to include all items required by the privacy and security regulations implementing HIPAA and that Plan and City of Grand Island maintain an "adequate separation" between City of Grand Island and Plan as required by such regulations or that Plan complies with 45 C.F.R. § 164.530(k). Plan shall ensure that all necessary or required consents or authorizations not otherwise obtained by AHSI are obtained from, and all necessary or required notices are sent to, Eligible Persons or Participants regarding the use and disclosure of Protected Health Information as may be necessary, in light of applicable state and federal laws, for both parties to fulfill their obligations under this Agreement. The parties acknowledge that AHSI is a business associate of Plan for purposes of HIPAA, and not a health care provider as defined by HIPAA, and hereby agree to the terms of the Business Associate Addendum attached hereto as Exhibit D. Plan is responsible for assuring its own compliance with the privacy and security regulations implementing HIPAA and is not relying on AHSI for legal or other advice regarding its compliance with HIPAA, its implementing privacy and security regulations, other privacy laws or other applicable laws.

VII. EFFECTIVE DATE, TERM, RENEWAL AND TERMINATION

- (a) Effective Date; Term. This Agreement shall be effective as of the Effective Date and shall continue for three (3) years (the "Initial Term"), unless otherwise terminated pursuant to the terms hereof.
- (b) Renewal Terms. This Agreement shall automatically renew for additional one (1) year terms after the Initial Term (a "Renewal Term") on the same terms, conditions and provisions as contained herein, together with any authorized and approved amendments hereto, unless either party gives written notice to the other party of its intent not to renew the Agreement at least ninety (90) days prior to the expiration of the then current term.
- (c) General Termination Provisions. This Agreement may be terminated as follows:
 - (i) By mutual written consent of the parties; or
 - (ii) Upon thirty (30) days' written notice in the event that either party declares bankruptcy, becomes insolvent or makes an assignment for the benefit of its creditors.
- (d) Termination for Material Breach. Either AHSI or City of Grand Island may terminate this Agreement by providing the other party with a minimum of ninety (90) days prior written notice in the event the other party commits a Material

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

Breach (as defined below). Said notice must specify the nature of such Material Breach. The breaching party shall have sixty (60) days from the date of receipt of the foregoing notice to cure said Material Breach. In the event the breaching party fails to cure the Material Breach within said sixty (60) day period, this Agreement shall automatically terminate upon expiration of the ninety (90) day notice period. For purposes of this Agreement, the term "Material Breach" shall mean a breach of an essential term of this Agreement, not caused by or contributed to by the aggrieved party.

VIII. INDEMNIFICATION

- (a) AHSI hereby agrees to indemnify and hold harmless City of Grand Island and Plan, their officers, directors, employees, agents and affiliates, from and against any loss, cost, damage, expense or other liability, including without limitation all reasonable costs and attorneys' fees, actually incurred and finally determined and adjudicated by a court of competent jurisdiction, to have arisen out of, or in connection with, the tortious acts or omissions of AHSI, its officers, directors, employees and agents, in the performance of their obligations under this Agreement.
- (b) City of Grand Island and Plan agree to indemnify and hold harmless AHSI, its officers, directors, employees, agents, subcontractors and affiliates, from and against any loss, cost, damage, expense or other liability, including without limitation all reasonable costs and attorneys' fees, actually incurred and finally determined and adjudicated by a court of competent jurisdiction, to have arisen out of or in connection with the tortious acts or omissions of City of Grand Island or Plan, their officers, directors employees and agents, in the performance of their obligations under this Agreement.
- (c) An indemnitee entitled to indemnification under this Section VIII shall give notice to the indemnitor of a claim or other circumstances likely to give rise to a request for indemnification, promptly after the indemnitee becomes aware of the same. No compromise or settlement of any such claim shall be made without the prior written consent of the indemnitee.
- (d) AHSI and City of Grand Island agree to make all reasonable efforts, consistent with the advice of counsel and the requirements of applicable insurance policies and carriers, to coordinate the defense of all claims in which both parties are either a named defendant or have a substantial possibility of being a named defendant and have interests that are not in conflict. Each party shall promptly notify the other party of the receipt of any actual or threatened claim relating to this Agreement.

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

IX. GENERAL PROVISIONS

- (a) Amendment. This Agreement may be amended at any time during the term of the Agreement by mutual consent in writing of duly authorized representatives of the parties; provided, however, that any change (including any addition and/or deletion) to any provision or provisions of this Agreement that is required by duly enacted federal or state legislation, or by a regulation or rule finally issued by a regulatory agency pursuant to such legislation, rule or regulation (including, without limitation, any final regulations issued with regard to the ERISA Bona Fide Wellness Program Exception) will be deemed to be part of this Agreement without further action required to be taken by either party to amend this Agreement to effect such change or changes, for as long as such legislation, regulation or rule is in effect, provided that, without limiting the effect of the foregoing, if such amendment adversely affects either party, the parties agree to renegotiate the affected portion of the Agreement in a good faith effort to remedy the adverse effect.
- (b) Assignment. Neither party may assign this Agreement to a third party without the express written approval of a duly authorized representative of the other party, and any such attempted assignment shall be void; provided, however, that either party expressly reserves the right to assign any and all of its rights hereunder to an affiliate or wholly-owned subsidiary or parent, provided that such party shall notify the other party of any such assignment in writing at least thirty (30) days prior thereto.
- (c) Applicable Law. This Agreement shall be governed by the laws of the State of Nebraska, without regard to its conflicts of law rules.
- (d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and their permitted assigns.
- (e) Enforceability. In the event any provision of this Agreement is rendered invalid or unenforceable by a federal or state legislative action or judicial decision, the remainder of the provisions of this Agreement shall remain in full force and effect, unless the invalidated or unenforceable provision is material to the overall intent of the Agreement.
- (f) Entire Agreement. This Agreement, which shall be deemed to include all attachments, amendments, exhibits, addenda and schedules, contains the entire agreement between the parties. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are of no force or effect.
- (g) Limitations on Liability. Although this Agreement contemplates services for Eligible Persons, the parties reserve the right to amend or terminate this

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

Agreement without notice to, or the consent of, any Eligible Person. No persons or entities other than City of Grand Island, Plan and AHSI are intended to be, or are in fact, beneficiaries of this Agreement, and the existence of the Agreement shall not in any respect whatsoever increase the rights of any Eligible Person or other third party, or create any rights on behalf of any Eligible Person or other third party *vis-a-vis* any of the parties.

- (h) Corporate Authority. City of Grand Island represents and warrants to AHSI that it has the corporate power and corporate authority to execute this Agreement, and that this Agreement, when executed, will be a valid and binding obligation of City of Grand Island and Plan, enforceable in accordance with its terms. AHSI represents and warrants to City of Grand Island and Plan that it has the corporate power and corporate authority to execute this Agreement and that this Agreement, when executed, will be a valid and binding obligation of AHSI, enforceable in accordance with its terms.
- (i) Liability Insurance Coverage. Each party agrees to maintain, at its own expense, adequate liability insurance coverage, comprehensive general liability and worker's compensation insurance.
- (j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together comprise one and the same instrument.
- (k) Attorneys' Fees; Enforcement Costs. If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and other reasonable expenses incurred in connection with maintaining or defending such proceeding, in addition to any other relief to which such party or parties may be entitled.
- (l) Waiver of Breach. The waiver by a party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by that party.
- (m) Force Majeure. Either party shall be excused from the performance of any of its obligations hereunder and such party's nonperformance shall not be a default or grounds for termination of this Agreement to the extent that such party is prevented, hindered or delayed from performing any of its obligations, in whole or in part, as a result of an act of God, war, terrorism, bio-terrorism, epidemic, civil disturbance, court order, regulatory order, labor dispute or other cause beyond that party's control.

X. NOTICES

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent (by certified or registered mail, return receipt requested, or by federal express or other overnight mail delivery for which evidence of delivery is obtained by the sender) to the address or addresses set forth below unless the sender has been otherwise instructed in writing or unless otherwise provided by law. The notice shall be deemed to be effective on the date indicated on the return receipt or, if no date is so indicated, then on the date of the notice.

To AHSI: American Healthways Services, Inc.
c/o Healthways, Inc.
701 Cool Springs Boulevard
Franklin, TN 37067
Attn: President and COO

To City of Grand Island and Plan: City of Grand Island

Attn:

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

IN WITNESS WHEREOF, by placing their duly authorized signatures below, the parties hereby execute this Agreement as of the Effective Date and agree to be bound by its terms.

CITY OF GRAND ISLAND

signing on behalf of City of Grand Island and Plan

By: _____

Name: _____

Title: _____

Date: _____

AMERICAN HEALTHWAYS SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

2603420

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

EXHIBIT A

DEFINITIONS

1. Census File means the file containing the data to be provided to AHSI for each Eligible Person pursuant to Appendix 1 of Exhibit B.
2. Confidential Information shall mean any and all information, know-how and data, technical or non-technical, whether written, graphic or oral, furnished by either party or on its behalf, to the other, that is confidential and proprietary or is treated as such by the disclosing party, and shall include, without limitation: financial information; pricing information; trade secrets; proprietary software and intellectual property; customer information; benefit design concepts; research and technical information; business and operational policies, processes, procedures, and strategies; business plans; and systems design and operating specifications. Confidential Information shall not include the following:
 - (a) Information that is lawfully now in the public domain or subsequently enters the public domain through no fault of the receiving party;
 - (b) Information that is presently known or becomes known to the other party from its own independent sources as evidenced by its written records;
 - (c) Information that is lawfully received from any third party not under any obligation to keep such information confidential;
 - (d) Information independently developed by or for a party hereto by persons who did not access Confidential Information disclosed by the other party under this Agreement;
 - (e) Information that is required by securities laws or exchange listing requirements to be disclosed by the receiving party; or
 - (f) Information which is required by law, regulation, rule, act or order of any governmental authority or agency to be disclosed by the receiving party; provided however, that such receiving party gives the other party hereto sufficient advance written notice to permit it to seek a protective order or other similar order with respect to such Confidential Information and thereafter discloses only the information required to be disclosed in order to comply.
3. Eligible Person means an employee of City of Grand Island or, as applicable, the spouse, or dependent over the age of 18 of such employee, who is enrolled in Plan and permitted by Plan to participate in the Biometrics Program and is included on the Census File. Individuals who are enrollees of Plan but who are not permitted by Plan to participate in

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

the Biometrics Program are not considered “Eligible Persons” as defined herein and should not be included in the Census File. Neither City of Grand Island nor Plan shall restrict the eligibility of Plan enrollees to participate in the Biometrics Program unless such eligibility restriction is based on an employment-based classification permitted under the Wellness Program Exception.

4. Well Being Assessment (WBA) means AHSI proprietary questionnaire which is available to Eligible Persons through AHSI web portal, and available as a printed form provided by AHSI to Plan and distributed to Eligible Persons by Plan, directly or through City of Grand Island employees providing plan administrative services to Plan.
5. Health Screen means a health screen of an Eligible Person pursuant to the Biometrics Program that is provided by AHSI and which involves the collection of a blood sample via venipuncture and a biometric examination that includes measurement of the Eligible Person’s blood pressure, weight, height, and other vital statistics.
6. Health Screening Event means the designated place, date, and times arranged by AHSI and City of Grand Island or Plan, at which Health Screens are provided to an Eligible Persons by the examiner(s) pursuant to the Biometrics program.
7. Health Screening Schedule means the schedule providing the dates and times, Health Screening Sites, and number of Eligible Persons scheduled for each Health Screening Event.
8. Health Screening Site means a City of Grand Island work site or other location mutually acceptable to AHSI and City of Grand Island or Plan, as applicable, where a Health Screen is administered.
9. Incentive-Eligible Participant means a Participant who qualifies under Plan’s Incentive Program as described in Exhibit B to receive a financial incentive from City of Grand Island or Plan, as applicable.
10. Incentive-Ineligible Participant means a Participant who does not qualify to receive an incentive under the Incentive Program.
11. Incentive Program means a health and wellness incentive program, as described in Exhibit B offered by Plan, or offered by City of Grand Island through Plan, whereby certain Participants may be eligible to receive a discount in their health care premium payments, or receive other similar incentive compensation permitted by law.
12. Personal Health Report means the customized personal health report described in Exhibit B prepared by AHSI for each Participant who has completed all of the following: (a) a Health Screen, from which the blood test results and biometric measurements shall have been submitted to AHSI with sufficient identifying data to permit AHSI to match such data accurately to the Participant, (b) a WBA, which shall have been submitted to AHSI with sufficient identifying data to permit AHSI to match accurately the WBA to the

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

Participant, and (c) all consent forms required by AHSI and Plan in connection with participation in the Biometrics Program, which consent forms shall have been submitted to AHSI. City of Grand Island and Plan, if applicable, acknowledge that AHSI cannot prepare a Personal Health Report (including a Biometrics Score) for any Participant who has completed some, but not all, of the foregoing requirements.

13. Biometrics Program means AHSI proprietary program for providing health risk management and population health screening and support services for employer-sponsored group health plans as described in Exhibit B.
14. Biometrics Score means the score between 0 and 100 that is assigned to each Participant in the Participant's Biometrics Personal Health Report using AHSI proprietary health risk assessment system, and which is based on the results of the Participant's Health Screen.
15. Off-Line Participant means a Participant who receives a paper version by standard mail of the Personal Health Report.
16. Participant means an Eligible Person who is scheduled for a Health Screen at least ten (10) days prior to the Health Screening Event, or an Eligible Person not scheduled at least ten days prior to a Health Screening Event and under goes a Health Screen.
17. Patient Compliance Certification (PCC) means a specific form provided by AHSI to Plan for distribution to Eligible Persons. For purposes of the Incentive Program, a PCC signed by an Eligible Person's physician and returned to AHSI shall serve as a substitute for such Participant's attainment of any Biometrics Score that is required for the Participant to be Incentive-Eligible. In the event PCC is a substitute for participation, the form shall be returned to AHSI within thirty (30) days of receipt of the Biometrics Personal Health Report.
18. Personal Data means (i) the contents of any Participant's WBA; (ii) the results of any Participant's Health Screen; (iii) the Participant's Biometrics Score; (iv) the reason that any Participant is Incentive-Eligible (whether because of the Biometrics Score, score improvement, or PCC); (v) the reason that any Participant is Incentive-Ineligible (whether because of a failure to improve the Biometrics Score or non-participation); and (vi) any other information considered to be Protected Health Information.
19. Program Fee means those fees owed and payable by City of Grand Island or Plan, as applicable, to AHSI, as described in Exhibit C of this Agreement.

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

EXHIBIT B

BIOMETRICS PROGRAM

1. AHSI Protocol for the Biometrics Program

(a) Incentive Design

If requested, AHSI will assist Plan in the development of an Incentive Program to encourage participation by Eligible Persons and reduce health risks. Incentives may include a health insurance premium employee contribution discount or other financial incentive as determined by Plan and communicated to AHSI. AHSI recommends that each Participant who receives a Biometrics Personal Health Report, regardless of his or her Biometrics Score or satisfies a qualified alternative standard under the Wellness Program Exception, shall be Incentive-Eligible in the first year that he or she participates in the Biometrics Program. After the first year of participation, AHSI Recommends that each Participant who receives a Biometrics Personal Health Report shall be Incentive-Eligible for such year if he/she also:

1. Attains a Biometrics Score for such year greater than 70; or
2. Improves his or her Biometrics Score by five (5) or more points compared to the previous year; or
3. Participates in a Plan-sanctioned intervention program; or
4. Satisfies a qualified alternative standard under the Wellness Program exception, such as submission of a PCC signed by such Participant's physician.

(b) General Communication Information

Communication with Eligible Persons in the implementation of the Biometrics Program shall be provided by AHSI or by Plan, as applicable, using standard mail, e-mail, and/or through website communications. Written (both electronic and paper) communication is dependent upon AHSI having a valid residential address or email address for the Eligible Person. AHSI may contact Participants to inform them about other wellness programs and related resources that may be appropriate for and relevant to Participants.

(c) Introduction to Eligible Persons

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

Introduction of the Biometrics Program to Eligible Persons shall be provided by Plan in a form mutually agreeable to City of Grand Island or Plan, as applicable, and AHSI.

(d) Health Screen

AHSI shall provide, or arrange to provide, the examiners and blood collection kits necessary to conduct Health Screens for Eligible Persons at a Health Screening Site on such dates and times as shall be mutually acceptable to AHSI and City of Grand Island or Plan, as applicable. Once the location, date and time of each Health Screen has been determined, and notice of the location of the Health Screening Site timely provided to AHSI by City of Grand Island or Plan, as applicable, the scheduling of Eligible Persons for Health Screens at such event shall be the primary responsibility of Plan. For efficiency, Plan shall schedule at least ten (10) Eligible Persons with an average of five (5) Eligible Persons scheduled per examiner per hour. City of Grand Island or Plan, as applicable, shall provide the Health Screening Schedule to AHSI at least twenty (20) business days before the date of the Health Screening Event. Such Schedule shall include the number of each Eligible Persons and the date(s) and the beginning and end time for each Health Screening Event. Each Eligible Person must sign and submit to AHSI a written consent, in form and content acceptable to AHSI, before the Health Screen can be performed. For sites with less than ten (10) Eligible Persons, Individual Screenings will be conducted.

(e) Health Risk Assessment

Each Eligible Person will be provided with access to the WBA on an annual basis either in printed form (copies of which shall be provided by AHSI to Plan for distribution to Eligible Persons who do not wish to complete the WBA on-line) or in an electronic format through AHSI's secure web portal.

(f) Biometrics Report and Biometrics Score for Participants

Following the completion by a Participant of all of the requirements necessary for AHSI to prepare a Biometrics Personal Health Report for such Participant (as specified in the definition of "Biometrics Personal Health Report" in Exhibit A), AHSI will deliver a Personal Health Report to such Participant, including his/her Biometrics Score, lab test results and risk-specific educational materials based. AHSI may deliver Reports to Off-Line Participants by standard mail (if defined as an Off-Line Participant) or through secure website access.

(g) Participant Website Access

Participants will have access to a secure personalized web portal to complete WBAs on-line, view their Personal Health Report, receive educational materials,

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

and access links to websites for further clinical content. Participants using the website for Program communication will receive e-mail notification of updates to their web page that includes a password protected log-in screen.

(h) Hotline

A toll-free telephone number and e-mail communication through the website is available to Eligible Persons and Participants to provide technical assistance in accessing the Program website and to provide general information regarding the Biometrics Program. The toll-free telephone service and e-mail account is monitored by AHSI Monday through Friday from 8 a.m. to 5 p.m. Central time.

(i) Quarterly Educational Materials and Reminders

Educational materials will be provided on-line by AHSI on a quarterly basis to Participants who have received their Personal Health Report on-line.

(j) Cooperation with Third Parties

AHSI will cooperate with Plan with regard to making selected Personal Data available to other providers of healthcare related services and employee assistance programs designated by Plan as set forth in Section V of this Agreement. Nothing in this Exhibit B shall require AHSI to change its existing data fields.

(k) Liaison

AHSI will designate one or more representatives of AHSI who will serve as a liaison to Plan and who will be available during normal business hours to respond to inquiries from Plan.

2. Reporting

(a) Aggregate Data Report

Provided there are at least one hundred (100) Participants in a contract year, AHSI will provide Plan (directly or to City of Grand Island employees providing plan administrative services to Plan) with one (1) annual Aggregate Data Report of Plan's Program Data in a manner consistent with the requirements of Section VI(b) and Exhibit D of this Agreement. The Aggregate Data Report may include such items as the following:

- Participation rates
- Population summary of WBA data
- Demographics
- Current conditions

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- Self-health responses and biometrics (if worksite medical screening completed)
- Preventive health practices
- Emotional health status for stress and depression
- Prevalence of chronic conditions and risk factors
- Annual summaries of coaching adherence and movement by stage of change

(b) Incentive Eligibility Report

For Plans utilizing an incentive program, an incentive eligibility file will be provided which will include (i) the number of Participants; (ii) the names of Incentive-Eligible Participants; and (iii) the names of Incentive-Ineligible Participants.

(c) Additional Aggregate Reports

Additional Aggregate Reports will be provided for an additional fee payable to AHSI (refer to Exhibit C for Fees). Provided the locations are included and defined upon submission of the Census File, a three tiered reporting structure can be provided.

3. Services Modification

AHSI reserves the right to make modifications to the services outlined above for the express purpose of continuously improving the effectiveness and/or efficiency of the programs. AHSI will notify Plan in advance of any material modifications. AHSI will not make any material modifications to the services outlined above as a purely cost saving measure.

4. Internet Security

City of Grand Island and Plan acknowledge that the first time an Eligible Person accesses the personal web portal, the Eligible Person will be presented with a user agreement requesting that the Eligible Person agree to the terms and conditions governing use of the personal web portal. City of Grand Island and Plan agree that neither will describe, discuss or promote the web portal to Eligible Persons in any way that is inconsistent with, or would add to, the terms and conditions of use set forth on the web portal.

5. Terms of Use

The use of the web portal by City of Grand Island or Plan or Eligible Persons is subject to the terms and conditions of use located on the web portal, which are incorporated herein by this reference. The terms and conditions of use on the web portal shall control over any conflicting terms herein or made by any party, whether oral or written or referenced herein.

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

APPENDIX 1

DATA TO BE SUPPLIED TO AHSI BY PLAN

No later than sixty (60) days before the first Health Screening Event, Plan shall provide AHSI with the Census File containing the following data for each Eligible Person via a mutually agreeable secure file transfer method. Resubmissions of the Census File by the Plan due to City of Grand Island errors or omissions shall be accepted by AHSI and are subject to additional fees per file transfer (Exhibit C). Any errors or omissions not caused by the City of Grand Island shall be the sole responsibility of AHSI.

City of Grand Island Name
Employee or Dependent Status
Employee Work Site
Employee code
First name
Middle name
Last name
Gender
Date of birth
Email address
Address 1
Address 2
City State
Zip code
Telephone

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

EXHIBIT C

FEES

1. **Program Fee**

The Program Fee for each Participant shall be One Hundred and Ten Dollars (\$110.00) per Participant per year for Participants at Health Screening Events with twenty-one (21) or more Participants. The number of Participants for which the Program Fee is due shall be the greater of (a) the number of Participants actually screened or (b) the number of Participants on the Health Screening Schedule provided to AHSI ten (10) days prior to such Health Screening Event. All Health Screening Events must have twenty-one (21) or more Participants.

2. **Off-Line Participant Fulfillment Fee**

The Off-Line Fulfillment Fee shall be Eighteen and 25/100 Dollars (\$18.25) per Off-Line Participant.

3. **Site Coordination Fee**

The Site Coordination Fee shall be One Hundred and Fifty Dollars (\$150.00) per Health Screening Site. Further, the fee for each pipe and drape set shall be Forty Dollars (\$40).

4. **Annual Fee Increase**

All fees herein may increase by up to three percent (3%) on each anniversary of the Effective Date of this Agreement.

5. **Fee Increase**

In the event that it becomes economically infeasible for AHSI to provide the Biometrics Program for the amount of the fees herein, AHSI may propose new fees for the upcoming year to City of Grand Island for its approval at least ninety (90) days prior to the anniversary of the Effective Date of this Agreement. In the event City of Grand Island does not agree to such fee increase, this Agreement shall automatically terminate at AHSI's option as of the end of the current contract year and AHSI shall be relieved of its obligation to provide the Biometrics Program for the remainder of the term of this Agreement.

6. **Miscellaneous Data and Reporting Fees**

Census File Re-submissions \$500 per submission
The Census File Re-submission fee will be payable by City of Grand Island to AHSI for each re-submission of a Census File that causes AHSI to repeat all or a part of its account

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set-up process, if such re-submission is necessary due to actions of the City of Grand Island.

Additional Aggregate Data Reports	\$250 per report
Standard Data Transfer	\$500
Custom Data Transfer	\$500 + \$150 per hour for Design Work

7. **Screening Cancellation Fee**

City of Grand Island or Plan shall pay Fifty Dollars (\$50.00) per scheduled Participant for any Health Screening Event that is cancelled by City of Grand Island or Plan less than or equal to ten (10) days prior to the confirmed Health Screening Event.

8. **Customization Fee**

Participants will be able to access biometric screening results as well as complete the WBA via the website. Note that the fees listed above provide for the standard website; customization of the site, including single sign on capabilities, beyond that agreed upon in the contract, will be charged at \$150 per hour based on a mutually agreed upon scope of work.

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

EXHIBIT D

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the “Addendum”) supplements that certain Health Screening and Support Services Agreement (the “Agreement”) by and between City of Grand Island (“Company”) and American Healthways Services, Inc. (“Healthways”). To the extent that there are any inconsistencies between this Addendum and the Agreement, this Addendum shall govern. Company and Healthways agree that the parties incorporate this Addendum into the Agreement in order to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (“ARRA”) and their implementing regulations set forth at 45 CFR Parts 160 and 164 (the “Privacy and Security Rule”). To the extent Healthways is acting as a Business Associate of Company pursuant to the Agreement, the provisions of this Addendum shall apply and Associate shall be subject to the penalty provisions as specified by ARRA (42 USC §§ 17931(c), 17934(c)).

1. **Defined Terms.** Unless otherwise indicated in this Addendum, all capitalized terms shall have the meanings provided in Applicable Privacy Law from time to time. “Applicable Privacy Law” refers collectively to HIPAA, ARRA the Privacy and Security Rule and any other state or federal laws or regulations relating to the confidentiality of health information. “PHI” means Protected Health Information created or received by Healthways from Company or on Company’s behalf.

2. **Use and Disclosure of PHI.** Healthways shall not use or disclose PHI except as Required By Law or as permitted or required by this Addendum. Healthways will not sell PHI or use or disclose PHI for purposes of marketing or fundraising, as defined and proscribed in the Privacy and Security Rule and ARRA. Healthways may: (i) use and disclose PHI for purposes of providing services to Company and fulfilling its obligations under the Agreement and for purposes of providing Health Care Operations on behalf of Company, provided that such use or disclosure would not violate Applicable Privacy Law if done by; (ii) use PHI for the proper management and administration of Healthways and to carry out the legal responsibilities of Healthways; (iii) disclose PHI for the purposes described in (ii) above, if Required By Law or if Healthways obtains reasonable assurances from the recipient of such information that the PHI will be kept confidential and only used or further disclosed if Required By Law or for purposes described in (ii) above and that the recipient will notify Healthways of any instances of which it is aware in which the confidentiality of the information has been breached; (iv) use PHI to provide Data Aggregation services relating to the Health Care Operations of Company; (v) use or disclose PHI as otherwise requested by Company, provided that such use or disclosure would not violate Applicable Privacy Law if done by Company; and (vi) use PHI to create information that is de-identified in accordance with 45 CFR §164.514. In the event Company notifies Healthways of a restriction request that would restrict a use or disclosure otherwise permitted by this Agreement, Healthways shall comply with the terms of the restriction request.

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

3. **Minimum Necessary.** Healthways represents that the PHI requested, used or disclosed by Healthways shall be the minimum amount necessary to carry out the purposes of the Agreement. Healthways will limit its uses and disclosures of, and requests for, PHI (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases subject to the requirements of 45 CFR §164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
4. **Safeguards; Security.** Healthways shall maintain appropriate safeguards to prevent the use or disclosure of PHI other than as provided herein. Healthways agrees to implement administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI in compliance with the Privacy and Security Rule.
5. **Reporting.** To the extent known to or discovered by Healthways, Healthways shall report to Company any use or disclosure of PHI in violation of this Addendum, any Security Incident involving electronic PHI and any Breach of Unsecured Protected Health Information involving PHI. The Parties acknowledge and agree that this section constitutes notice by Healthways to Company of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Company shall be required. “Unsuccessful Security Incidents” shall include, but not be limited to, pings and other broadcast attacks on Healthways’ firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI. All reports of Breaches shall be made in compliance with 45 CFR §164.410.
6. **Downstream Contracts.** Prior to disclosing PHI to any agent (including subcontractors) of Healthways (collectively “BA Subcontractors”), Healthways shall ensure that BA Subcontractors agree to the same or similar restrictions and conditions as those contained herein with respect to PHI.
7. **Access and Amendment.** Healthways shall permit Company or, at Company’s request, an Individual (or the Individual’s personal representative) to inspect and obtain copies of any PHI about the Individual that is maintained by Healthways in a Designated Record Set. Healthways will, upon receipt of notice from Company, promptly amend any portion of PHI so that Company may meet its amendment obligations under 45 CFR §164.524.
8. **Accounting.** Except for disclosures excluded from the accounting obligation by the Privacy and Security Rule and regulations issued pursuant to ARRA, Healthways will record for each disclosure that Healthways makes of PHI the information necessary for Company to make an accounting of disclosures pursuant to the Privacy and Security Rule. Healthways will make this information available to Company promptly upon Company’s request for the period requested, but for no longer than the six (6) years preceding Company’s request for the information (except Healthways need not have any information for disclosures occurring before the effective date of this Addendum or with respect to disclosures required to be recorded by ARRA, the effective date of the ARRA regulations with respect to Company).

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

9. **Access to Books and Records.** Healthways shall make available to the Secretary of the U.S. Department of Health and Human Services (“HHS”), upon request, Healthways’ internal practices, books and records relating to the use or disclosure of PHI created or received for or from Company for purposes of determining compliance with the Privacy and Security Rule.

10. **Return/Destruction of PHI.** Upon termination or expiration of this Addendum for any reason, Healthways will, if feasible, destroy, de-identify (in accordance with 45 CFR §164.514), or return to Company all PHI that Healthways has or maintains in any form (including copies of such PHI). To the extent it is not feasible for Healthways to return, de-identify or destroy all PHI, Healthways shall extend the protections of this Addendum to such PHI and limit its further use and disclosure to those purposes that make return, de-identification or destruction of such PHI infeasible, for so long as Healthways maintains such PHI.

11. **Term/Termination.** This Addendum shall be effective as of the effective date of the Agreement and shall remain in effect until termination of the Agreement. Either party may terminate this Addendum and the Agreement effective immediately if it determines that the other party has breached a material provision of this Addendum and failed to cure such breach within thirty (30) days of being notified by the other party of the breach. If termination is not feasible, the non-breaching party shall report the breach to HHS. Upon termination of this Addendum for any reason, all of Healthways’ obligations under this Addendum shall survive termination and remain in effect (a) until Healthways has completed the return or destruction of PHI as required by this Section and (b) to the extent Healthways retains any PHI pursuant to this Section.

12. **Obligations of Company.** Company shall (i) provide Healthways with a copy of the notice of privacy practices that Company produces pursuant to 45 CFR § 164.520 and with copies of any material changes to such notice; (ii) notify Healthways of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Healthways’s permitted or required uses or disclosures; (iii) notify Healthways of any confidential communication request or restriction to the use or disclosure of PHI affecting Healthways that Company has agreed to in accordance with 45 CFR §164.522; and (iv) not request Healthways to use or disclose PHI in any manner that would not be permissible under Applicable Privacy Law if done by Company, except that Healthways may use or disclose PHI as described in Section 2 hereof.

13. **Changes In Law.** To the extent there are material changes to Applicable Privacy Law following the date this Addendum is executed (including state law not preempted by HIPAA), the Parties agree to meet and confer in good faith about amending this Addendum and/or the Agreement as reasonably necessary to be in compliance with such Applicable Privacy Law.

14. **Miscellaneous.** Any ambiguity in this Addendum shall be resolved to permit the Parties to comply with Applicable Privacy Law. Nothing in this Addendum shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties. A reference in this Addendum to a section in the Privacy and Security Rule means the section as in effect or as amended.

HEALTH SCREENING AND SUPPORT SERVICES AGREEMENT

RESOLUTION 2010-186

WHEREAS, the City of Grand Island advertised a request for proposal for its wellness plan; and

WHEREAS, the City received and reviewed proposals from vendors; and

WHEREAS, American Healthways Services, Inc. is the vendor recommended to provide services for the wellness plan; and

WHEREAS, the proposed contract is for \$110 per participant with a guarantee of no more than a 3% increase per year for the contract duration of three years and a site set up fee of \$150 per location;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve a contract with American Healthways Services, Inc. for the City's wellness plan.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item I1

**#2010-187 - Consideration of Request from La Cabana LLC dba
La Cabana, 1201 South Locust Street, Suite A for a Class "I"
Liquor License and Liquor Manger Designation for Alberto
Baldovinos, 235 North Custer Street**

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-187

WHEREAS, an application was filed by La Cabana LLC doing business as La Cabana, 1201 South Locust Street, Suite A for a Class "T" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on July 3, 2010; such publication cost being \$15.18; and

WHEREAS, a public hearing was held on July 13, 2010 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Alberto Baldovinos, 235 North Custer Street as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
July 8, 2010	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item I2

#2010-188 - Consideration of Request from Lily, Inc. dba Conoco One Stop, 2105 West 2nd Street for a Class "D" Liquor License and Liquor Manager Designation for Mohammad Kalam, 2307 West 1st Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-188

WHEREAS, an application was filed by Lily, Inc. doing business as Conoco One Stop, 2105 West 2nd Street for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on July 3, 2010; such publication cost being \$16.52; and

WHEREAS, a public hearing was held on July 13, 2010 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Mohammad Kalam, 2307 West 1st Street as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 8, 2010	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item I3

#2010-189 - Consideration of Request from Doc & Fritz's Shady Bend LLC dba Doc & Fritz's Shady Bend, 3409 East Highway 30 for a Class "C" Liquor License and Liquor Manager Designation for Craig Woodward, 819 Stockyards Lane

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-189

WHEREAS, an application was filed by Doc & Fritz's Shady Bend LLC doing business as Doc & Fritz's Shady Bend, 3409 East Highway 30 for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on July 3, 2010; such publication cost being \$15.18; and

WHEREAS, a public hearing was held on July 13, 2010 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Craig Woodward, 819 Stockyards Lane as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
July 8, 2010	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item I4

#2010-190 - Consideration of Amending the IAFF Contract

Staff Contact: Troy Hughes

Council Agenda Memo

From: Jeff Pederson, City Administrator
Meeting: July 13, 2010
Subject: Approving Amending IAFF Contract
Item #'s: I-4
Presenter(s): Jeff Pederson, City Administrator

Background

The current Agreement between the City of Grand Island and Local 647 of the IAFF expires September 30 of this year. Negotiations for a new Agreement would typically begin months prior to the expiration. The 2010-2011 Proposed Budget has been prepared in anticipation of some expense increase associated with potential changes to the Agreement.

Discussion

The City was approached by the IAFF several weeks ago with an interest in extending the current Agreement by one year. Discussions took place regarding the impact that the 2010/2011 budget reduction would have on staffing levels, and the prospect for position retention should the current Agreement be extended at current terms for wages and benefits.

Included in the discussion was an interest expressed by the IAFF in discussing the prospect of a sick leave incentive plan.

Subsequent to those discussions, Local 647 of the IAFF has voted to agree to a one-year extension of the current Labor Agreement under present terms and conditions with the further understanding that sick leave incentive would be an item for negotiation for the next Agreement.

I recommend that the City Council approve this addendum, as it would give the City the ability to retain current positions in the Fire Department through FY 2010/2011.

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 addendum to the IAFF contract.

Sample Motion

Move to approve the addendum to the IAFF contract.

RESOLUTION 2010-190

WHEREAS, the City of Grand Island and Local No. 647, International Association of Fire Fighters, AFL-CIO have previously entered into a Labor Agreement which became effective on October 1, 2007 and will continue through September 30, 2010; and

WHEREAS, it is the desire of both parties to extend the Agreement through September 30, 2011 under the same terms and conditions; and

WHEREAS, both parties agree that a sick leave incentive plan will be an item to be included in the negotiations for a new Agreement to follow the term of the Amended Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Addendum #1 to the Labor Agreement ("Agreement") between the City of Grand Island and Local No. 647, International Association of Fire Fighters, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 9, 2010	☐ City Attorney



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item J1

Approving Payment of Claims for the Period of June 23, 2010 through July 13, 2010

The Claims for the period of June 23, 2010 through July 13, 2010 for a total amount of \$3,729,103.11. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item J2

**Approving Payment of Claims for the Period of June 23, 2010
through July 13, 2010 for the Veterans Athletic Field Complex**

*The Claims for the Veterans Athletic Field Complex for the period of June 23, 2010 through
July 13, 2010 for the following requisitions.*

#21 \$6,184.24

A MOTION is in order.

Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 21

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

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Hall Co Weed Control	2807 W 2 nd Street Grand Island, NE 68803	\$284.74	Weed spraying
Diamond Engineering Co	P.O. Box 1327 Grand Island, NE 68802	\$5,899.50	Utility improvement

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 24 day of June,
2010.

CITY OF GRAND ISLAND,
NEBRASKA, as Owner

By Mary Jo Brown
Owner Representative

Schedule of Bills

Vendor

<u>Org</u>	<u>Object</u>	<u>Name/Number</u>
40044450		PARKS & RECREATION
90122		ATHLETIC COMPLEX
1	154	DIAMOND ENGINEERING CO
1	235	HALL CO WEED CONTROL

Description

UTILITY IMPROVEMENT VETS FIELD
SPRAY WEEDS

<u>Invoice</u>	<u>PO #</u>	<u>WO#</u>	<u>Check #</u>	<u>Amount</u>
06/14/10 PMT 6 5462	22116		157075 157133	5,899.50 284.74
	40044450	Org Total	6,184.24	

COPY

CITY OF GRAND ISLAND

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

CITY OF GRAND ISLAND, NEBRASKA

PAYMENT NO.
DATE:

6
6/14/2010

UTILITY IMPROVEMENTS VETERANS ATHLETIC FIELD

Item No.	Description	Price Bid	Quantities	Plan	Quantities	Total Cost	Placed	Total Amount	Amt. Paid	Total Due
								Completed	Prev. Est.	This Est.
BID SECTION D - STORM SEWER						\$ -		\$ -		\$ -
1	Type D Modified Curb Inlet	\$ 1,605.00	1 e.a.			\$ 1,605.00	0.00 e.a.	\$ -	\$ -	\$ -
2	Area Inlet	\$ 1,445.00	3 e.a.			\$ 4,335.00	3.00 e.a.	\$ 4,335.00	\$ 4,335.00	\$ -
3	24" Reinforced Concrete Flared End Section	\$ 695.00	1 e.a.			\$ 695.00	1.00 e.a.	\$ 695.00	\$ 695.00	\$ -
4	15" Reinforced Concrete Storm Sewer Pipe	\$ 27.00	254 l.f.			\$ 6,858.00	250.00 l.f.	\$ 6,750.00	\$ 6,750.00	\$ -
5	18" Reinforced Concrete Storm Sewer Pipe	\$ 33.30	550 l.f.			\$ 18,315.00	540.00 l.f.	\$ 17,982.00	\$ 17,982.00	\$ -
6	24" Reinforced Concrete Storm Sewer Pipe	\$ 47.35	100 l.f.			\$ 4,735.00	100.00 l.f.	\$ 4,735.00	\$ 4,735.00	\$ -
7	Silt Fence	\$ 4.35	192 l.f.			\$ 835.20	l.f.	\$ -		\$ -
8	Erosion Control Blanket	\$ 9.65	40 s.y.			\$ 386.00	40.00 s.y.	\$ 386.00	\$ 386.00	\$ -
BID SECTION E - WATER MAIN										
1	12" D.I. Water Main (CO #2 dated 3/23/2010 increased from 432 l.f. to 654 l.f. for a difference of 222 l.f.)	\$ 30.30	654 l.f.			\$ 19,816.20	600.00 l.f.	\$ 18,180.00	\$ 18,180.00	\$ -
1a	10" D.I. Water Main (CO #2 dated 3/23/2010 add on)	\$ 36.75	8 l.f.			\$ 294.00	8.00 l.f.	\$ 294.00	\$ 294.00	\$ -
2	8" D.I. Water Main (CO #2 dated 3/23/2010 decreased from 941 l.f. to 826 l.f. for a difference of 115 l.f.)	\$ 21.20	826 l.f.			\$ 17,511.20	800.00 l.f.	\$ 16,960.00	\$ 16,960.00	\$ -
3	6" D.I. Water Main (CO #2 dated 3/23/2010 decreased from 29 l.f. to 17 l.f. for a difference of 12 l.f.)	\$ 18.00	17 l.f.			\$ 306.00	17.00 l.f.	\$ 306.00	\$ 306.00	\$ -
4	Jack and Bore 18" Steel Casing (CO #2 dated 3/23/2010 decreased from 40 l.f. to 0 l.f. for a difference of 40 l.f.)	\$ 255.83	0 l.f.			\$ -	l.f.	\$ -		\$ -
4a	Jack and Bore 24" Steel Casing (CO #2 dated 3/23/2010 add on)	\$ 420.22	40 l.f.			\$ 16,808.80	40 l.f.	\$ 16,808.80	\$ 16,808.80	\$ -
5	12" Tapping Saddle and Valve w/box (CO #2 dated 3/23/2010 decreased from 4640 ea to 0 for a difference of 4640.00 ea)	\$ 4,640.00	0 e.a.			\$ -	e.a.	\$ -		\$ -
5a	10" x 10" M.J Tee (CO #2 dated 3/23/2010 add on)	\$ 1,523.12	1 e.a.			\$ 1,523.12	1 e.a.	\$ 1,523.12	\$ 1,523.12	\$ -
5b	10" x 12" M.J Reducer (CO #2 dated 3/23/2010 add on)	\$ 332.79	1 e.a.			\$ 332.79	1 e.a.	\$ 332.79	\$ 332.79	\$ -
5c	10" Sleeve Coupling (CO #2 dated 3/23/2010 add on)	\$ 556.26	2 e.a.			\$ 1,112.52	2 e.a.	\$ 1,112.52	\$ 1,112.52	\$ -
6	12"x8" M.J. Tee	\$ 384.25	1 e.a.			\$ 384.25	1.00 e.a.	\$ 384.25	\$ 384.25	\$ -
7	12"x6" M.J. Tee	\$ 353.50	1 e.a.			\$ 353.50	1.00 e.a.	\$ 353.50	\$ 353.50	\$ -
7a	12" Retainer Gland (CO #2 dated 3/23/2010 add on)	\$ 195.98	8 e.a.			\$ 1,567.84	8 e.a.	\$ 1,567.84	\$ 1,567.84	\$ -
8	12" M.J. Cap	\$ 287.15	1 e.a.			\$ 287.15	1.00 e.a.	\$ 287.15	\$ 287.15	\$ -

Hall County Weed Control

2807 W. 2nd St.

Grand Island, NE 68803

(308) 385-5097

Invoice

Date	Invoice #
6/9/2010	5462

Bill To

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

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

Quantity	Description	Rate	Amount																
352	2,4-D Amine Bulk/oz.	0.10	35.20T																
640	Glystar Plus 30 gal. drum/oz.	0.13	83.20T																
54	Chemsurf 90 - nonionic surf./oz	0.10	5.40T																
88	Synurgize (Ams, Surf.)/oz.	0.13	11.44T																
1	Pickup Spraying/hr	67.00	67.00																
1.5	4-wheeler labor - 1st hour	55.00	82.50																
	Sales Tax	0.00	0.00																
<p>Voucher #</p> <table><tr><td>PO #</td><td>N/A</td></tr><tr><td>Vendor #</td><td>235</td></tr><tr><td>Invoice #</td><td>5462</td></tr><tr><td>Description</td><td>Spray Weeds</td></tr><tr><td>Approved by</td><td>MAB</td></tr><tr><td>Org-obj#</td><td>40044450-90122</td></tr><tr><td>Date</td><td>6-9-10</td></tr><tr><td>Amount</td><td>284.74</td></tr></table>				PO #	N/A	Vendor #	235	Invoice #	5462	Description	Spray Weeds	Approved by	MAB	Org-obj#	40044450-90122	Date	6-9-10	Amount	284.74
PO #	N/A																		
Vendor #	235																		
Invoice #	5462																		
Description	Spray Weeds																		
Approved by	MAB																		
Org-obj#	40044450-90122																		
Date	6-9-10																		
Amount	284.74																		
A Service Charge will be assessed on accounts over 60 days.		Total \$284.74																	



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: Paul 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.

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.

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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

AMOUNT DUE

117.05

SERVICE ADDRESS:
525 E FONNER PARK RD

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

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

CURRENT CHARGES 117.05

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



City of Grand Island

Tuesday, July 13, 2010

Council Session

Item X1

Discussion Concerning FOP, IBEW - Service/Clerical and AFSCME Contractual Issues

The City Council may vote to go into Executive Session as required by State law to discuss FOP, IBEW - Service/Clerical, and AFSCME contractual issues for the protection of the public interest.

Staff Contact: Jeff Pederson