
City of Grand Island



Tuesday, August 10, 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, August 10, 2010

Council Session

Item C1

Recognition of Pat Larson, GIS Specialist for Special Achievement Award at the Annual Esri International User Conference

The Mayor and City Council would like to recognize Pat Larson, GIS Specialist for the Special Achievement in GIS (SAG) Award he received at the 30th annual Esri International User Conference. Grand Island was one of only 87 recipients from within the United States and 57 winners from outside the United States selected to receive the award from more than 300,000 eligible organizations worldwide.

Mr. Larson has served the city for seven years as GIS Specialist. GIS combines computer hardware, software data and people to collect, manage and analyze geographic information. Mr. Larson met the goal of bringing GIS into the mainstream of decision making for the entire city making GIS more accessible to all users, by first implementing an ArcIMS website that gave all citizens access to data. The website was designed in a way that allowed non-technical users the ability to navigate around data with ease. Then, to go further, an enterprise license agreement was made with Esri, which resulted in desktop access to all users.

We congratulate Mr. Larson for his outstanding work in the area of GIS.

Staff Contact: Mayor Hornady

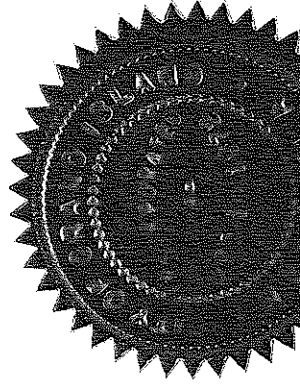


Certificate of Recognition

Awarded to

“Pat Larson”

GIS Specialist for Special Achievement Award received at the
Annual Esri International User Conference



Margaret Hornady
Mayor, Margaret Hornady

RaNae Edwards
City Clerk, RaNae Edwards



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item C2

Recognition of Life Saving Efforts

Staff Contact: Troy Hughes

Council Agenda Memo

From: Fire Chief Troy Hughes

Meeting: August 10, 2010

Subject: Citizens Commendation Award

Item #'s: C-2

Presenter(s): Russ Blackburn, Fire Division Chief
Renae Foster of the American Red Cross

Background

Choking is the inability to breathe because the trachea is blocked, constricted, or swollen shut. Choking is a medical emergency. When a person is choking, air cannot reach the lungs. If the airways cannot be cleared, death follows within 4 to 6 minutes. Grand Island has 24/7 staffed fire stations that are strategically located in a fashion that allows emergency responders to beat this life and death deadline of 4-6 minutes.

On May 10, 2010 Maycee Mazanec had a febrile seizure while she was eating, when the seizure finished the food she was eating had become a foreign body airway obstruction. Her daughter was not able to breathe and turning blue. Ms. Mazanec called 911 and the Emergency Center dispatcher dispatched the Fire Department. Then Ms. Mazanec remembered her neighbor, who runs a daycare, was trained in CPR. She called her neighbor Stacia Rice for help. Ms. Rice came over, and used her training from the Red Cross, to clear the airway of the infant, saving her life. When GIFD emergency responders arrived Maycee's airway was clear and she was breathing on her own.

This incident shows the importance of having as many people as possible in the community trained in CPR. Even though help from the Fire Department is usually less than five minutes away, immediate care provided by people already at the scene can have the greatest affect on the outcome of these medical emergencies, and increase survival rates.

The Grand Island Fire Department would like to present Stacia Rice with the Citizen's Commendation Award for her display of heroism shown on May 10, 2010 in which her efforts saved the life of Maycee Mazanec.

Recommendation

It is recommended that Stacia Rice be presented with the Citizen Commendation Award for her life saving efforts on May 10, 2010.



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item E1

Public Hearing on Request from GI Hospitality, Inc. dba GI Hospitality, 805 Allen Drive for a Class "I" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 10, 2010

Subject: Public Hearing on Request from GI Hospitality, Inc. dba
GI Hospitality, 805 Allen Drive 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

GI Hospitality, Inc. dba GI Hospitality, 805 Allen Drive has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol, 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 Demi Menke, Doniphan, Nebraska.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for GI Hospitality, Inc. dba GI Hospitality, 805 Allen Drive for a Class "I" Liquor License contingent upon final inspections and Liquor Manager designation for Demi Menke, Doniphan, Nebraska contingent upon Ms. Menke completing a state approved alcohol server/seller training program.

08/05/10
13:04

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 10:20:51 07/22/2010
Occurred before : 10:20:51 07/22/2010
When reported : 10:20:51 07/22/2010
Date disposition declared : 07/22/2010
Incident number : L10073231
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 805 Allen Dr
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 : 483
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	31299	07/26/10	Menke, Demi A	Manager
NM	31300	07/26/10	Menke, Brad S	Demi's Husband
NM	158314	07/26/10	Younes, Paul J	President
NM	158315	07/26/10	Younes, Linda M	Paul's Wife
NM	158316	07/26/10	Fairfield Inn and Suites,	Hotel

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT14	Hotel/Motel/Etc.	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application from GI Hospitality for a Class I(On Sale)License at the New Fairfield Inn & Suites. I also Received a Copy of a Liquor Manager Application from Demi Menke for the hotel.

08/05/10
13:04

Grand Island Police Department
LAW INCIDENT TABLE

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LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
---	-----	-----
1	Vitera D	12:56:29 07/26/2010

Grand Island Police Department
Supplemental Report

Date, Time: Mon Jul 26 12:56:44 CDT 2010

Reporting Officer: Vitera

Unit- CID

In looking at GI Hospitality's application, the trade name is Marriott; and the actual name of the business at the location where the liquor license would be is the Fairfield Inn and Suites. Paul Younes is listed as the president of the corporation. His wife, Linda, signed a spousal affidavit of non-participation. I also noticed that besides Paul Younes, Tom Kruger is listed as a person who will be able to write checks and make withdrawals on the business account. I don't see Tom's name or corresponding information anywhere else on the application. Paul stated that he and his wife have lived in Kearney since 1990.

One part of the application asks if anyone who is a party to the application has ever been convicted of any charge. The "no" box was checked. I checked Spillman for Paul and Linda Younes. Neither one of them are listed. I also checked NCJIS. Paul has been convicted of speeding in 2002 and 2004. He was also convicted of improper passing and a seat belt violation in 1995. Linda was convicted of speeding in 2006.

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."

Paul failed to disclose multiple convictions which 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 convictions are an infraction or a misdemeanor that do not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license. Linda's failure to disclose her speeding conviction has the same affect as Tom's failure to disclose his convictions even though she signed a non-participation agreement.

On 7/26/10, I tried to contact Larry Butler by telephone. Larry works for Butler, Voigt, & Stewart law firm in Kearney. Larry is listed on the application as assisting with the completion of the application. I reached a receptionist and asked her to have Larry call me. I want to ask Larry about the discrepancy in the Trade Name. On one part of the application it is listed as Marriott, on another as GI Hospitality, yet the business is listed as the Fairfield Inn and Suites. I also want to get more information on Tom Kruger and

08/05/10
13:04

Grand Island Police Department
LAW INCIDENT TABLE

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figure out why is authorized to deposit and withdrawal money from the business account, but he is not mentioned anywhere else on the application. The last concern I want to address is the fact that Paul and Linda didn't disclose any convictions, yet convictions were found.

I was able to speak with Larry Butler over the phone later in the afternoon on 7/26/10. Larry told me that GI Hospital is Paul's business corporation which has several hotels in various cities in Nebraska. He also advised that Tom Kruger is Paul's accountant. Larry knew that Tom writes a lot of checks for

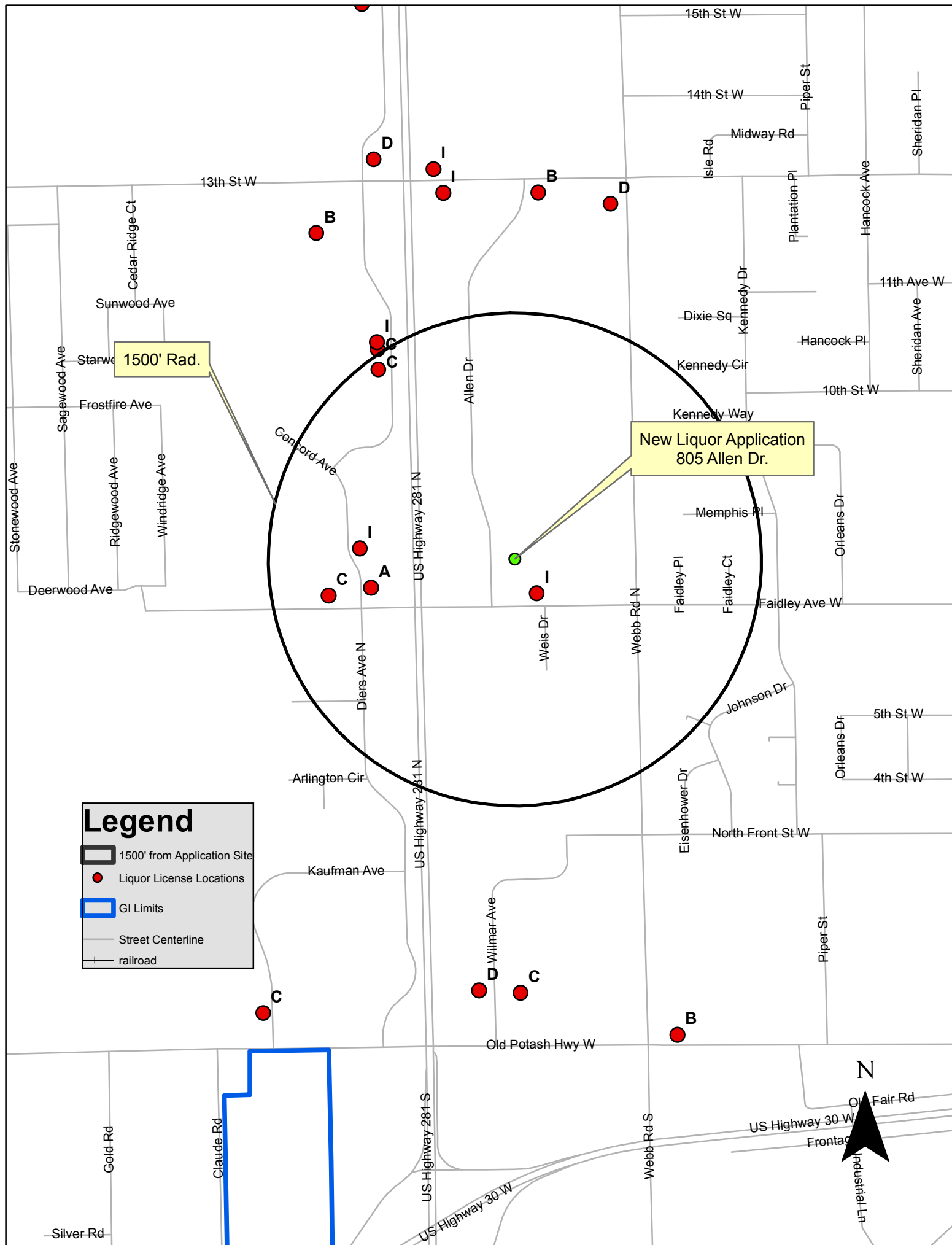
Paul's other businesses, so Larry thought he would include Tom on the application. Larry added that Tom has no ownership in the corporation. On the issue of the undisclosed convictions, Larry said that he had talked with the NLCC and was under the impression that they were just interested in liquor violations from the other businesses.

He apologized for not reading the application closer. He said that while Paul had to sign the application, the misunderstanding was Larry's fault. Larry also told me that the Fairfield Inn and Suites does not plan on selling liquor. The hotel is just planning on having a "happy hour" or "manager's reception" for a couple of hours in the afternoon Monday through Thursday where hotel guests can get some free drinks. Larry also volunteered to fill out some additional paperwork with Paul and Linda's convictions. I told him that it was not necessary due to our phone conversation.

Demi Menke is the proposed liquor manager for the Fairfield Inn & Suites. I looked Demi up in Spillman. She has some contacts but nothing that suggests any kin of convictions. I also looked Demi up in NCJIS. She has a conviction for a littering violation which occurred on 7/18/99. Demi had checked the "no" box on the application where it asks if she's ever been convicted of anything. Like I stated above, her failure to disclose her conviction technically makes the application false. However, this Class III misdemeanor does not automatically nullify the application.

Demi listed on the application that she has resided in Doniphan, NE since 1993. One conviction for a minor offense in seventeen years is barely notable.

The Grand Island Police Department has no objection to GI Hospitality doing business as the Fairfield Inn and Suites receiving a liquor license or to Demi Menke being the liquor manager.





City of Grand Island

Tuesday, August 10, 2010

Council Session

Item E2

Public Hearing on Acquisition of Sanitary Sewer Easement in Lot One (1) of McGovern Subdivision – 2530 N Diers Avenue (James E. & Carole M. Kimbrough)

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 10, 2010

Subject: Public Hearing on Acquisition of Sanitary Sewer Easement in Lot One (1) of McGovern Subdivision – 2530 N Diers Avenue (James E. & Carole M. Kimbrough)

Item #'s: E-2 & G-8

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing be conducted with the acquisition approved by the City Council. A public Sanitary Sewer Easement is needed in Lot One (1) of McGovern Subdivision to accommodate a private sanitary sewer service. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of the private sanitary sewer service within the easement.

Discussion

The new easement will be twenty (20') feet wide. The property at 2536 North Diers Avenue is currently served by a private septic tank and leach field system and would like to connect to the City's sanitary sewer system. This easement will allow the property at 2536 North Diers Avenue access to the public sanitary sewer system.

Alternatives

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

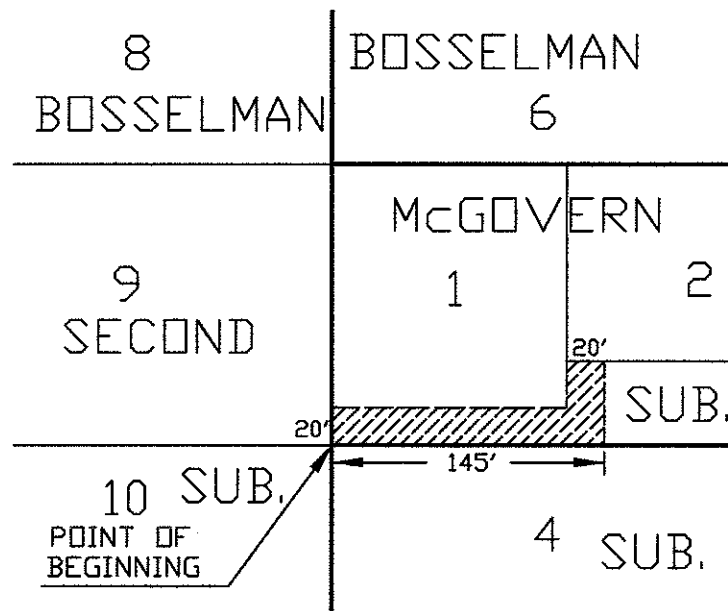
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Easement.

Sample Motion

Move to approve the acquisition of the Easement.



 20' SANITARY SEWER EASEMENT

ACQUIRED FROM:
JAMES E. & CAROLE M. KIMBROUGH



EXHIBIT "A"

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 7-27-10
DRN BY: P.E.S.
SCALE: 1"=100'

PLAT TO ACCOMPANY
SANITARY SEWER
EASEMENT



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item E3

**Public Hearing for Neighborhood Stabilization Program Property
Purchase Located at 201 West 17th Street**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development Administrator
Meeting: August 10, 2010
Subject: Consideration of the Purchase of 201 W. 17th Street
Item #'s: E-3 & G-4
Presenter(s): Joni Kuzma, Community Development Administrator

Background

In 2009, the City received a \$993,000 grant from the Department of Economic Development to purchase and demolish six (6) vacant, blighted structures and to redevelop the lots with new housing. Additional grant funds of \$190,000 were awarded to the City in June and will fund the purchase, demolition and construction of a seventh (7th) home.

Community Development is proposing the purchase of the structures and property at 201 W. 17th Street as a part of the Neighborhood Stabilization Program using Community Development Block Grant funds. The structures were inspected, deemed to be blighted and are eligible for demolition. The Nebraska Department of Economic Development concurred with the blighted status of the structures and has given approval for the purchase and demolition of such. All structures on the properties are to be demolished and the lot redeveloped into a new single-family home to be sold to a low-to-middle income first-time homebuyer.

Discussion

A third-party appraisal of the structures and property was conducted by Alder Real Estate Appraisals who determined the market value of the properties as of July 24, 2010. Per Neighborhood Stabilization Guidelines, property must be purchased at or below 1% below fair market value based on the appraised value. The property owner has accepted the offer of the City and a signed Purchase Agreement is in place, contingent on council approval of the purchase.

The structures will be demolished and the property redeveloped by a non-profit housing developer as was set forth in the grant contract between the City and the Department of Economic Development approved by Council.

Alternatives

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

1. Move to approve the purchase of the identified property and structures
2. Postpone the issue to a future date.
3. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the purchase of identified property and structures.

Sample Motion

Move to approve the purchase of identified property and structures.



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item F1

#9266 - Consideration of Annexation Request of a Tract of Land Being Platted as Lake Heritage Second Subdivision located at the Southeast Corner of U.S. Highway 34 and Blaine Street (Second Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 10, 2010

Subject: Lake Heritage Annexation (C-18-2010GI) Ordinance
(Second Reading)

Item #'s: F-1

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

Background

Annexation of land, located at the southeast corner of the intersection of Blaine Street and U.S. Highway 34, into the Grand Island City Limits see the attached map. The owner of this property has submitted Lake Heritage Second Subdivision as an addition to the City of Grand Island and by doing so asked Council to consider annexation of this property.

Discussion

On July 7, 2010 the Hall County Regional Planning Commission held a public hearing before considering this matter.

O'Neill opened the Public Hearing.

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

Nabity explained this property is contiguous with the Grand Island City Limits. The owners have requested that Lake Heritage Subdivision be approved as an addition to the City so that they could receive subdivision approval.

These properties are within the Grand Island Utilities Electrical Service District. These properties are all within the Cedar Hollow/Northwest School District. These annexations will not impact the two-mile extraterritorial jurisdiction of Grand Island.

Water is available to the property. Sewer is available to the southern edge of property in Bass Road. Lots fronting onto Blaine Street and U.S. Highway 34 are estate sized lots 3+ acres and do not have sewer available. Septic systems will be permitted on these lots until

such time as sewer can be extended. This property is within the Grand Island Utilities Electrical Service District. This property is within the Grand Island School District. Annexing this property **will not** impact the two mile extraterritorial jurisdiction of Grand Island.

On July 27th, the Grand Island City Council held a public hearing on this action. No members of the public spoke at the hearing. Council passed the ordinance to annex on first reading and approved the preliminary plat for Lake Heritage Second Subdivision.

Alternatives

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

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

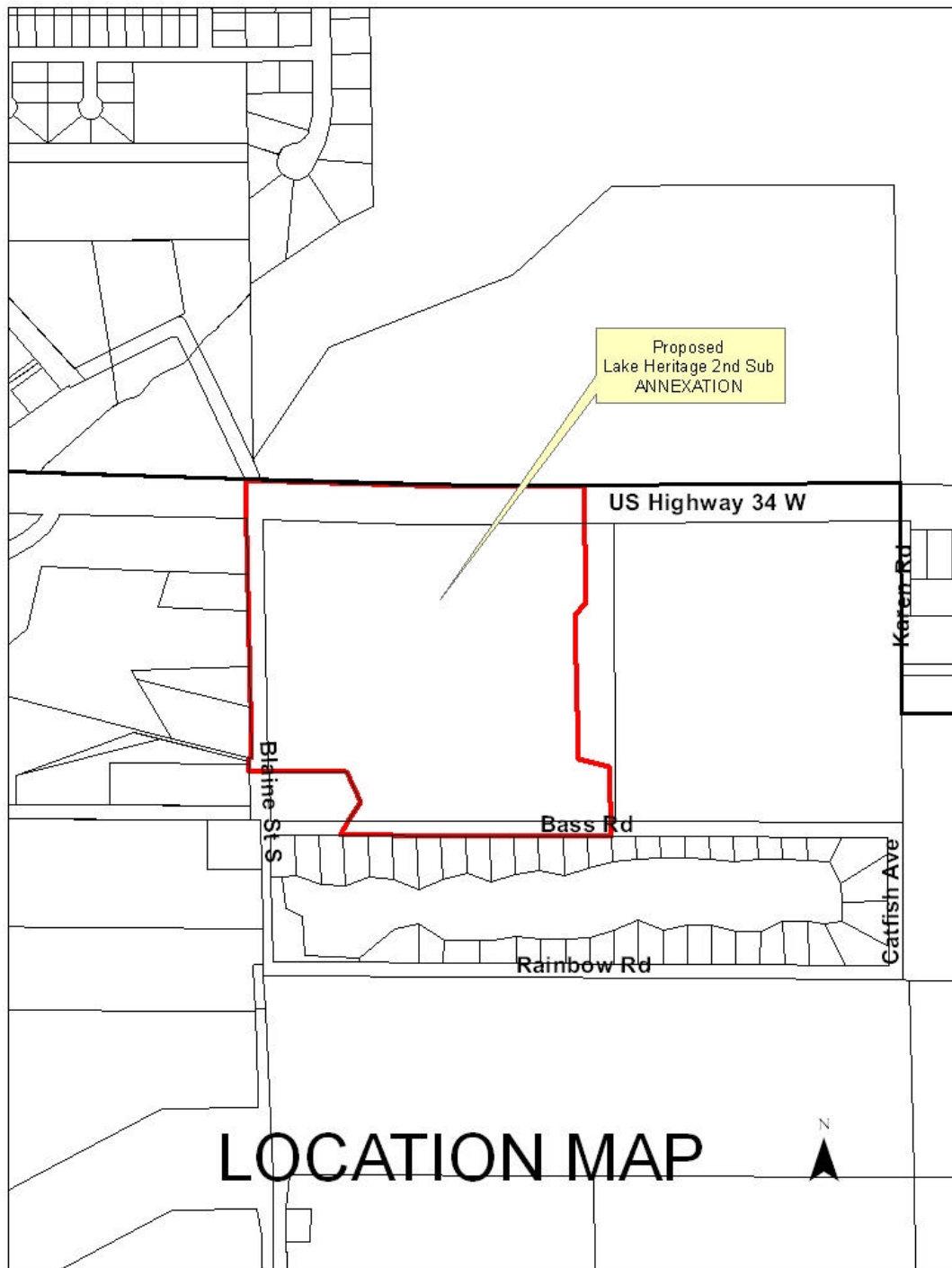
Recommendation

A motion was made by Ruge to approve the annexation of property south of US Hwy 34 and east of Blaine also to approve the Preliminary and Final Plat of Lake Heritage 2nd Subdivision as submitted and seconded by Haskins.

A roll call vote was taken and the motion passed with 9 members present voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Bredthauer, Connelly, Eriksen, Haskins) and no member present voting against.

Sample Motion

Approve the annexation as Submitted





* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9266

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land at U.S. Highway 34 and Blaine Street being platted as Lake Heritage Second Subdivision an Addition to the City of Grand Island along with all adjoining public Right-of-Way in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on July 7, 2010, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

A tract of land comprised of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Outlot A of Lake Heritage Second Subdivision an Addition to the City of Grand Island and all adjoining public Right-of-Way in Hall County, Nebraska,

WHEREAS, after public hearing on July 27, 2010, the City Council of the City of Grand Island found and determined that such annexation be approved; and

Approved as to Form	<input type="checkbox"/> _____
August 6, 2010	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9266 (Cont.)

WHEREAS, on July 27, 2010, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

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

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

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

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

(E) The plan for extending City services is hereby approved and ratified as amended.

ORDINANCE NO. 9266 (Cont.)

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

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

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

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

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

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

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

ORDINANCE NO. 9266 (Cont.)

Enacted: August 10, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9266 (Cont.)

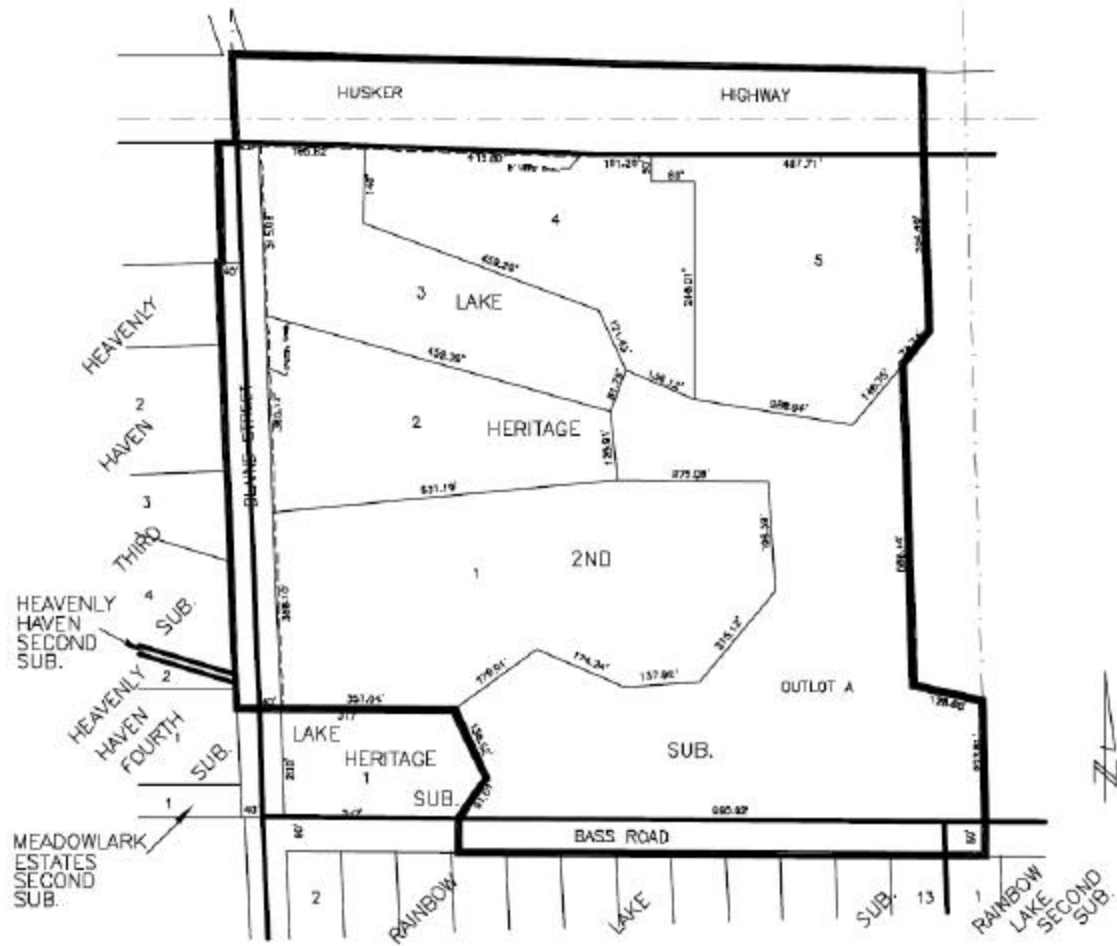


EXHIBIT "A"

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 6/22/10
DRN BY: L.D.C.
SCALE: 1"=300'

PLAT TO ACCOMPANY
ORDINANCE



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item F2

**#9267 - Consideration of the Conveyance of Property Located at
201 West 17th Street**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development Administrator

Meeting: August 10, 2010

Subject: Consideration of Conveyance of Property at 201 West 17th Street

Item #'s: F-2

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The City purchased the structures and property at 201 West 17th Street on August 10, 2010 for \$33,660 as a part of the Neighborhood Stabilization Program (NSP) using Community Development Block Grant funds. All structures on the property are to be demolished and the lot redeveloped into a new single-family home for sale to a low-to-middle income first-time homebuyer. The Housing Development Corporation, in compliance with the contract between the City and the Nebraska Department of Economic Development, previously approved, will build a new single-family home according to NSP and City regulations. A Housing Development Agreement between the City and the Housing Development Corporation was approved by Council on December 15, 2009.

Discussion

Nebraska law requires Council to approve the conveyance of the property at 201 West 17th Street to the Housing Development Corporation by ordinance subject to remonstrance. After the ordinance is passed it must be published for three consecutive weeks in the Grand Island Independent. The terms of the conveyance are contained in the Housing Development agreement which is incorporated by reference into the ordinance.

Alternatives

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

1. Move to adopt the ordinance to convey the property.

2. Postpone the issue to a future date.
3. Take no action on the issue and retain the property.

Recommendation

City Administration recommends that the Council move to convey the property to the Housing Development Corporation and begin the 30 day remonstrance period.

Sample Motion

Move to adopt the ordinance to convey the property to the Housing Development Corporation and begin the 30 day remonstrance period.

ORDINANCE NO. 9267

An ordinance directing and authorizing the sale of real estate to the Housing Development Corporation; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

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

SECTION 1. The City of Grand Island, Nebraska, will convey to the HOUSING DEVELOPMENT CORPORATION, a tract of land legally described as:

Lot One (1), Block Eighty-seven (87), in Wheeler and Bennett's Fourth Addition to the City of Grand Island, Hall County, Nebraska (201 W. 17th St.)

SECTION 2. In consideration for such conveyance the Grantee shall develop the property and abide by the terms of the Neighborhood Stabilization Program guidelines and the Housing Development Agreement between the City and the Housing Development Corporation. Conveyance of the real estate above described shall be by warranty deed.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island

ORDINANCE NO. 9267 (Cont.)

equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to the Housing Development Corporation a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: August 10, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G1

Approving Minutes of July 27, 2010 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 27, 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 July 27, 2010. Notice of the meeting was given in *The Grand Island Independent* on July 21, 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, Ramsey, Zapata, Nickerson, and Gericke. Councilmember Dugan was absent. 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 Garrett Coble and Brock Schmidt. Mayor Hornady stated, on behalf of the City of Grand Island we would like to extend our condolences to Kearney Mayor Stan Clause whose wife LeAnn passed away on Sunday.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Blue Ribbon Roll Out Week" August 2-8, 2010. Mayor Hornady proclaimed the week of August 2-8, 2010 as "Blue Ribbon Roll Out Week". Lindsey Koepke, Executive Director of the Nebraska State Fair 1868 Foundation was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement located between One R and White Cloud Roads and between North and Engleman Roads (George and Sherril Albin). Gary Mader, Utilities Director reported that acquisition of a utility easement located between One R and White Cloud Roads, and between North and Engleman Roads was needed in order to construction a 115 kV transmission interconnection to the north of the City. The negotiated price of the easement was \$2,458.63. Staff recommended approval. No Public testimony was heard.

Public Hearing on Acquisition of Utility Easement located between One R and White Cloud Roads, and between North and Engleman Roads (Michael and Heidi Isley). Gary Mader, Utilities Director reported that acquisition of a utility easement located between One R and White Cloud Roads, and between North and Engleman Roads was needed in order to construction a 115 kV transmission interconnection to the north of the City. The negotiated price of the easement was \$1,500.00. Staff recommended approval. No Public testimony was heard.

Public Hearing on Acquisition of Utility Easement located between Abbott and White Cloud Roads, and between North and Engleman Roads (Robert and Reburta Wenzl – Tract #1). Gary Mader, Utilities Director reported that acquisition of a utility easement located between Abbott and White Cloud Roads, and between North and Engleman Roads was needed in order to

construction a 115 kV transmission interconnection to the north of the City. The negotiated price of the easement was \$12,903.00. Staff recommended approval. No Public testimony was heard.

Public Hearing on Acquisition of Utility Easement located between One R and Chapman Roads, and between North and Engleman Roads (Robert and Reburta Wenzl – Tract #2). Gary Mader, Utilities Director reported that acquisition of a utility easement located between One R and Chapman Roads, and between North and Engleman Roads was needed in order to construction a 115 kV transmission interconnection to the north of the City. The negotiated price of the easement was \$24,442.36. Staff recommended approval. No Public testimony was heard.

Public Hearing on Acquisition of Utility Easement located between One R and White Cloud Roads, and between North and Engleman Roads (Robert and Dianna Mettenbrink). Gary Mader, Utilities Director reported that acquisition of a utility easement located between One R and White Cloud Roads, and between North and Engleman Roads was needed in order to construction a 115 kV transmission interconnection to the north of the City. The negotiated price of the easement was \$23,949.90. Staff recommended approval. No Public testimony was heard.

Public Hearing on Annexation Request of a Tract of Land Being Platted as Lake Heritage Second Subdivision located at the Southeast Corner of U.S. Highway 34 and Blaine Street. Chad Nabity, Regional Planning Director reported that the owner of land located at the southeast corner of U.S. Highway 34 and Blaine Street being platted as Lake Heritage Second Subdivision had submitted Lake Heritage Second Subdivision as an addition to the City and requested annexation of this property. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9265 – Consideration of Amending Chapters 8, 15, 17, 18, 26, and 31 of the Grand Island City Code Relative to Insurance and Sign Hanger’s Licenses

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 this ordinance 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.

Craig Lewis, Building Department Director reported that City Code required insurance to be provided as part of licensing or registration. The insurance industry had revised existing requirements as they related to the Grand Island City Code. The proposed ordinance would amend City Code sections to provide uniform language and modify the requirements of insurance coverage to meet current industry standards.

Motion by Meyer, second by Nickerson to approve Ordinance #9265.

City Clerk: Ordinance #9265 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9265 on final passage. All those in favor of the passage of this ordinance 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, Ordinance #9265 is declared to be lawfully adopted upon publication as required by law.

#9266 – Consideration of Annexation Request of a Tract of Land Being Platted as Lake Heritage Second Subdivision Located at the Southeast Corner of U.S. Highway 34 and Blaine Street (First Reading)

This item related to the aforementioned Public Hearing. This was the first of three readings. Discussion was held regarding sanitary sewer and water access. Mr. Nabity explained the layout of the lots and access to the property.

Motion by Meyer, second by Niemann to approve Ordinance #9266 on first reading. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Consent agenda items G-20, G-21, G-22 and G-23 were pulled for further discussion. Motion by Zapata, second by Ramsey to approve the Consent Agenda excluding items G-20, G-21, G-22 and G-23. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of July 12, 2010 Annual Joint Central District Health Department Meeting.

Approving Minutes of July 13, 2010 City Council Regular Meeting.

Approving Minutes of July 20, 2010 City Council Study Session.

Approving Re-Appointments of Donald Skeen and Steve Grubbs and New Appointment of Mike Spilinek to the Building Code Advisory Board.

Approving Re-Appointment of Bob Loewenstein and New Appointment of Lori Wilson to the Community Development Advisory Board.

Approving Re-Appointment of Scott Zana to the Heartland Events Center Board.

Approving Preliminary Plat for Lake Heritage 2nd Subdivision.

#2010-191 – Approving Final Plat and Subdivision Agreement for Northview Eighth Subdivision. It was noted that Pinnacle Bank, owner had submitted the Final Plat and Subdivision Agreement for Northview Eighth Subdivision for the purpose of creating 20 lots located east of Idaho Avenue and south of NE Highway 2 comprising of approximately 7.25 acres.

#2010-192 – Approving Acquisition of Utility Easement Located Between One R and White Cloud Roads, and Between North and Engleman Roads (George and Sherril Albin).

#2010-193 – Approving Acquisition of Utility Easement Located Between One R and White Cloud Roads, and Between North and Engleman Roads (Michael and Heidi Isley).

#2010-194 – Approving Acquisition of Utility Easement Located Between Abbott and White Cloud Roads, and Between North and Engleman Roads (Robert and Reburta Wenzl – Tract #1).

#2010-195 – Approving Acquisition of Utility Easement Located Between One R and Chapman Roads, and Between North and Engleman Roads (Robert and Reburta Wenzl – Tract #2).

#2010-196 – Approving Acquisition of Utility Easement Located Between One R and White Cloud Roads, and Between North and Engleman Roads (Robert and Dianna Mettenbrink).

#2010-197 – Approving Bid Award for Liquid Ortho-Polyphosphate for Corrosion Control with Carus Phosphates, Inc. of Belmont, North Carolina in an Annual Estimated Amount of \$91,185.75.

#2010-198 – Approving Consent to Assignment of Pole Attachment Agreement from Galaxy Cable to Zito Midwest, LLC.

#2010-199 – Approving Interlocal Agreement for Cooperative Public Safety Services Relating to Interoperable Radio System.

#2010-200 – Approving Purchase of a Skid Steer Loader for Use in the Concrete Repair Operations at the Street Division with Central Nebraska Bobcat of Grand Island, Nebraska in a Replacement Amount of \$2,700.00.

#2010-201 – Approving Revision to Commercial Electric Deposit Interest Rate.

#2010-202 – Approving Peter Keiwit Grant Agreement.

#2010-203 – Approving FY 2010-2011 Annual Budget for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road, and Setting Date for Board of Equalization for September 14, 2010. Discussion was held regarding cash balances and deficits for this budget. Cindy Johnson, Chamber of Commerce President, 309 West 2nd Street explained BID #4 had a cash balance as of June 30, 2010 of \$21,615.00. The Board wanted to keep assessments as low as possible.

Motion by Gilbert, second by Ramsey to approve Resolution #2010-203. Upon roll call vote, all voted aye. Motion adopted.

#2010-204 – Approving FY 2010-2011 Annual Budget for Business Improvement District #6, Second Street, and Setting Date for Board of Equalization for September 14, 2010. Discussion was held regarding cash balances and deficits for this budget. Cindy Johnson, Chamber President, 309 West 2nd Street explained BID #6 had a cash balance as of June 30, 2010 of \$60,774.00.

Motion by Gilbert, second by Ramsey to approve Resolution #2010-204. Upon roll call vote, all voted aye. Motion adopted.

#2010-205 – Approving FY 2010-2011 Annual Budget for Business Improvement District #7, South Locust Street from Highway 34 to Stolley Park Road, and Setting Date for Board of Equalization for September 14, 2010. Mary Lou Brown, Finance Director reported that the council memo needed to be corrected on the following: Special assessments should be \$5.15 for front footage for a total of \$48,325.00. Cindy Johnson, Chamber President, 309 West 2nd Street explained BID #7 had a cash balance as of June 30, 2010 of \$16,348.10.

Motion by Ramsey, second by Gericke to approve Resolution #2010-205. Upon roll call vote, all voted aye. Motion adopted.

#2010-206 – Approving FY 2010-2011 Annual Budget for Business Improvement District #8, Downtown, and Setting Date for Board of Equalization for September 14, 2010. Mary Lou Brown, Finance Director reported that the council memo needed to be corrected on the following: total taxable value of \$31,790,717 with an assessment request of \$90,000 for a tax levy of .283101.

Mark Stelk, 3117 Brentwood Drive commented on the town hall meetings that were held.

Motion by Ramsey, second by Gericke to approve Resolution #2010-206. Upon roll call vote, all voted aye. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Matthew Casey, 1309 West Stolley Park Road for Liquor Manager Designation for Godfather's Pizza, 1916 South Locust Street. City Clerk RaNae Edwards reported that Matthew Casey, 1309 West Stolley Park Road had submitted an application for a Liquor Manager Designation in conjunction with the Class "A-12626" Liquor License for Godfather's Pizza, 1916 South Locust Street. The Police Department investigation showed several undisclosed convictions on the application making it a false application. Staff recommended denial.

Discussion was held concerning the violations. Matthew Casey, 1309 West Stolley Park Road commented he had submitted a list of violations to the Liquor Control Commission. City Clerk RaNae Edwards stated there was no list attached to the application that was received from the Liquor Control Commission.

Motion by Gericke, second by Nickerson to deny the application from Matthew Casey, 1309 West Stolley Park Road for Liquor Manager Designation for Godfather's Pizza, 1916 South Locust Street. Upon roll call vote, Councilmember's Meyer, Niemann, Gilbert, Ramsey, Zapata, Nickerson, and Gericke voted aye. Councilmember's Carney and Haase voted no. Motion adopted.

RESOLUTIONS:

#2010-207 – Consideration of Economic Development Incentive Agreement with Grand Island Area Economic Development Corporation. City Administrator Jeff Pederson reported that Grand Island Area Economic Development Corporation had submitted an application for LB840

funding to be used exclusively for Public Works Improvements at the Platte Valley Industrial park East. Requested was \$575,000.

Discussion was held on how this would be financed. Mr. Pederson stated tap and assessment districts would be used. There were provisions available through the Utilities and Public Works Departments. Train traffic was mentioned. The City contribution of \$700,000 was discussed relating to rate increases. Mr. Pederson stated there would be no rate increase to water and further study of the sanitary sewer rates needed to be done but did not anticipate an increase. Mentioned was that Block Grants were being looked into.

Marlan Ferguson, 2808 Apache Road, EDC President explained that the \$1,000,000 infrastructure grant from the NE EDC would be available and this was good use of the LB 840 funds. Also mentioned was that state and LB 840 funds would be used first before any City funds were used for the \$2.2 million project.

Motion by Meyer, second by Niemann to approve Resolution #2010-207. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady recused herself from the meeting due to a conflict of interest regarding Resolution #2010-208. President Gilbert presided at the meeting.

#2010-208 – Consideration of Economic Development Incentive Agreement with Hornady Manufacturing, Inc. City Administrator Jeff Pederson reported that Hornady Manufacturing, Inc. had submitted an application for LB840 funding for building expansion and an additional 50 employees. Requested was \$200,000.

Jason Hornady, 2517 Apache Road; Pat Langer, 2208 Woodridge Court; and Mark Kroeker, 2009 15th Road, Hampton, Nebraska, employees of Hornady Manufacturing spoke in support. Gary Quandt, 421 East 3rd Street requested the Council make Hornady Manufacturing annex into the City before funds were given to them.

A lengthy discussion was held regarding Hornady Manufacturing not being in the City limits. County Industrial Parks within the City and the process of annexing them was explained.

Motion by Gericke, second by Ramsey to approve Resolution #2010-208. Upon roll call vote, Councilmember's Niemann, Carney, Ramsey, Zapata, Nickerson, and Gericke voted aye. Councilmember's Meyer and Haase voted no. Motion adopted.

Mayor Hornady returned to conduct the meeting.

PAYMENT OF CLAIMS:

Motion by Meyer, second by Niemann to approve the Claims for the period of July 14, 2010 through July 27, 2010, for a total amount of \$3,661,255.12. Unanimously approved.

Motion by Meyer, second by Niemann to approve the Claims for the Period of July 14, 2010 through July 27, 2010 for the Veterans Athletic Field Complex for a total amount of \$14,192.45. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:25 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G2

**Approving Minutes of August 3 and 5, 2010 City Council Special
(Budget) Meetings**

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL BUDGET MEETING

August 3, 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 August 3, 2010. Notice of the meeting was given in *The Grand Island Independent* on July 28, 2010.

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

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

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council members Ava Mackey and Tyler Barrientos. The Mayor mentioned that we would go until 9:30 p.m. unless the council wanted to go longer.

Motion by Nickerson, second by Dugan to reverse the order as presented on the agenda and move the CRA Public Hearing before the Public Hearing for the City Budget. Upon roll call vote, all voted aye. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Community Redevelopment Authority (CRA) Budget. Chad Nabity, Regional Planning Director presented the CRA 2010-2011 Annual Budget. Presented was a PowerPoint presentation explaining the CRA programs and functions. The following budget highlights were presented: 1) \$100,000 to purchase dilapidated properties/infrastructure 2) \$150,000 for façade development and 3) \$800,000 for other projects. Total CRA request was \$425,000 for 2009-2010 which was down from \$475,000 requested in 2008-2009.

Motion by Carney, second by Niemann to approve the Community Redevelopment Authority (CRA) Budget. Motion was withdrawn.

Discussion was held regarding the action to be taken on this item. It was decided that no action could be taken as only the Public Hearing was on the agenda.

Motion by Haase, second Carney to add this item to tonight's agenda. Upon roll call vote, Councilmember's Niemann, Haase, and Carney voted aye. Councilmember's Meyer, Gilbert, Dugan, Ramsey, Zapata, Nickerson, and Gericke voted no. Motion failed.

Motion by Gilbert, second by Nickerson to move Item E-2 to Thursday, August 5, 2010 at 7:00 p.m. Upon roll call vote, all voted aye. Motion adopted.

Public Hearing on Proposed FY 2010-2011 City Single Budget. Mary Lou Brown, Finance Director reported that Council needed to conduct a public hearing to take information from the citizens of Grand Island on the proposed FY 2010-2011 City Single Budget. Adoption of the budget and lid limit increase was needed by Council no later than September 7, 2010. This year marked the formal implementation of Program Prioritization which provided the framework within which budget allocations were driven and decisions made.

The following people spoke with regards to the Proposed FY 2010-2011 City Single Budget:

- David McCarthy, 1812 West John Street – supported maintenance and garbage pick up in the alleys
- Paul Wicht, 936 So. Kimball – suggested keeping the 30 employees scheduled for cutting and getting rid of the newly hired assistant city attorney, engineer, and city administrator
- Jerry Lueth, 4252 Nevada Avenue – suggested doing away with the 5 code inspectors and community service officers. Also mentioned going to a volunteer Fire Department
- Lewis Kent, 624 E. Meves – supported garbage pick up in the allies

No further public testimony was heard.

Review of Proposed FY 2010/2011 City Single Budget. Jeff Pederson, City Administrator commented on the city budget with a change to Program Prioritization. Mr. Pederson stated the budget brought forward for Council's approval was a balanced budget with no increase in the tax levy. The process of Program Prioritization was explained. Mentioned was that the Department Director's were directed to cut \$1.8 million for the 2010/2011 Budget from the previous years budget.

Finance Director Mary Lou Brown commented on the background of the 2010 approved budget and how the numbers fit. The new process was a learning experience. The budget submitted would show the personnel services and operating expenses which was different from last year.

Discussion was held on the process of the budget discussion which was different than last year. Mayor Hornady stated she would like to have motions for any changes so staff would have direction on how to proceed with the final budget. Councilmember Haase suggested that all changes be written down and brought back to Council for a final vote.

The following questions were brought forward in each quartile:

QUARTILE 1 PROGRAMS:

Responsive Patrol:

Q: Is there any study or data that suggest optimum number of officers for a given population size? Is there data that demonstrated the impact that officers have on crime rates (e.g. for each officer added to a police force the crime rate typically drops by XX%)? I would like to see the basic crime data for previous year compared to current year, such as # of violent crimes last year vs. this year.

A: The Department has realigned and reassigned resources from other programs to enhance our ability to address needs in the Responsive Patrol program. We are planning additional realignment and scheduling changes that will provide additional resources to this program.

Police Chief Steve Lamken answered questions concerning the number of officers, proactive policing, and dealing with problem areas with the number of officers on the street. Mr. Pederson answered questions concerning the four Police Officer's positions open from last years budget.

The total number of FTE reduction in the Police Department budget for 2010/2011 was 11. Discussion was held regarding the importance of Public Safety.

Motion by Haase, second by Carney to add back the four Police Officer's positions in the budget and offset it with a reduction of two employees in the Human Resources Department and two employees in the Finance Department. Upon roll call, Councilmember Haase voted aye. Councilmember's Gericke, Nickerson, Zapata, Ramsey, Dugan, Carney, Gilbert, Niemann, and Meyer voted no. Motion failed.

Chief Lamken answered questions concerning the support staff and work load.

Plumbing Inspections – all plumbing:

Q: Why do demolition costs impact the plumbing inspection program?

A: No material impact.

Emergency Communications/911:

Q: The original question was regarding an increase in personnel services dollar and a decrease in FTE. The personnel services number has been corrected.

A: One FTE has been moved from the General Fund to the E911 Landline Fund to maintain this program. Operational expense reductions should have no material impact on the program.

Emergency Management Director Jon Rosenlund answered questions regarding the operating expense funds and FTE's.

Collections:

Q: Why is there an increase in the personnel services cost?

A: No material impact.

Union contract increases, step increases and healthcare costs were mentioned. Collection activity was discussed as it related to outsourcing this program.

Emergency Response to Medical Emergencies:

Q: What changes will occur in this program with the proposed union contract change?

A: Two firefighter Emt-B positions are being eliminated. A slight increase in this program cost is due to a 2% wage increase factor being built in to account for the unknown financial impact of union negotiations. If union negotiations result in a zero financial impact, no FTE reductions would need to occur.

State Fire Marshal Delegated Authority:

Q: Why are the FTE declining and the personnel services costs increasing?

A: Minimal impact to this program. This program is primarily supported only by the efforts of the Fire Division Chief in charge of our Life Safety Division. Rarely do other GIFD employees outside the division chief and administrative assistant work within this program.

Fire Chief Troy Hughes explained the FTE numbers and grant funds.

Prosecution of City Code Violations:

Q: What drives the increase in operating expense?

A: The increase of Police activity increases the cost of prosecution.

Review of Proposed Developments:

Q: Are expenses decreasing in addition to increases in the fee schedule? Is there a recommendation on the towers?

A: FTE reductions are due to more accurately billing time for the planning secretary's time to CRA. Operating expenses have been adjusted downward where possible and new equipment will not be purchased. There are no fees associated with this stage of the process. This activity occurs on an as needed basis and often does not result in anything other than providing answers to a citizen's what if questions.

Regional Planning Director Chad Nabity answered questions concerning increases to the fee schedule. Mentioned were time frames for applications and staff time to complete them. Tower fees and regulations were discussed. Mr. Nabity stated this item would come before Council sometime in October.

Council recessed at 8:50 p.m.

Council resumed at 9:00 p.m.

Snow Removal & Ice Control (both City and contractor provided)

Q: Discuss the impacts of this program change more thoroughly.

A: Contracted snow removal is eliminated. Ice control and emergency snow route plowing are not affected. Residential snow removal will take an estimated 4 to 5 hours longer. The \$50,000 snow removal contingency fund is still available only if needed.

Discussion was held concerning the \$50,000 contingency fund. Public Works Director Steve Riehle commented on the numbers in the proposed budget. Comments were made by Council with regards to the change in service and personnel costs.

QUARTILE 2 PROGRAMS:

Daily Administration of Benefit Plans:

Q: Discuss the shift in EAP dollars.

A: The most significant reason for change in this area is due to moving the expense for EAP services to the general insurance fund. This is a citywide benefit and it is more appropriately handled there.

The General Fund reserve was mentioned to cover this cost. This was a reallocation within the budget. Personnel services were discussed along with automation. Human Resources Director Brenda Sutherland commented on the services provided by the HR Department which required a personal touch and probably should not be automated.

Maintenance for Four Wading Pools:

Q: Wading pools must be clean – describe the impact of this program change more thoroughly.

A: Reduced FTE will increase the percentage of time dedicated to maintenance and impact the number of hours the pools are available to the public.

Park and Recreation Director Steve Paustian explained the maintenance process for each of the wading pools. Two of the four pools would be in operation at any one time. The pool hours would be reduced. Mr. Paustian explained the cuts in FTE's of 4.93 in the current Parks programs to make up the proposed 3.79 FTE's for the new Fieldhouse. Discussion was held regarding the hours of operation for each pool. Comments were made from Council to continue the current service of the wading pools.

Sports Field Management/Maintenance:

Q: Explain where FTE is moving from to create the staffing for the new fieldhouse.

A: No visible impact.

Community Fieldhouse:

Q: Explain where FTE is moving from to create the staffing for the new fieldhouse.

A: New operation.

Shotgun Sports:

Q: What can we do to offset the dollar loss at the shooting park and should we make this an enterprise fund?

A: No visible impact.

Discussion was held on statistics and donated funds to the shooting park.

Motion by Meyer, second by Dugan to schedule a Study Session for setting a policy on subsidy for Heartland Public Shooting Park projects. Upon roll call vote, Councilmember's Gericke, Nickerson, Ramsey, Dugan, Carney, Haase, Gilbert, Niemann, and Meyer voted aye. Councilmember Zapata voted no. Motion

Proactive Patrol:

Q: Is there any study or data that suggest optimum number of officers for a given population size? Is there data that demonstrated the impact that officers have on crime rates (e.g. for each officer added to a police force the crime rate typically drops by XX%)? I would like to see the basic crime data for previous year compared to current year, such as # of violent crimes last year vs. this year.

A: There will be no significant changes to the resources dedicated to proactive patrol. The additional resources shown in this program are offset by the elimination of the Patrol Support Program. The resources of the Patrol Support program were vested in proactive patrol. The Department will be implementing changes in assignments and scheduling in the Patrol Division which we hope will enhance the Proactive Patrol program.

Traffic Control – Signals, Signs and Pavement Markings:

Q: The program impacts identified would appear to drive more cost savings than what has been identified.

A: Three traffic signal controller cabinets now over 25 years old will not be replaced. With no summer hires available, pavement markings that are now painted twice per year will only be painted once.

Public Works Director Steve Riehle commented on the reduction in painting pavement markings. Traffic signal controller cabinets were discussed.

Motion by Gilbert, second by Ramsey to fix the time to which to adjourn to Thursday, August 5, 2010 at 7:00 p.m. Upon roll call vote, all voted aye. Motion adopted.

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

RaNae Edwards
City Clerk

City Council Budget Meeting – Cont.
August 5, 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 August 5, 2010. Notice of the meeting was given in *The Grand Island Independent* on July 28, 2010.

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

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

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council members Katrina Molholm and Kaitlin Hehnke. Mayor Hornady read a letter from Lisa Katsburg representative of the Grand Island Community Foundation stating the City was being awarded \$3,210.00 for three portable bleachers to be used at the Fieldhouse.

It was the consensus of Council to go until 10:00 p.m. tonight.

The City Council resumed review of the 2010/2011 proposed budget.

Public Hearing on Community Redevelopment Authority (CRA) Budget. This Public Hearing was continued from the August 3, 2010 City Council Special (Budget) meeting. Planning Department Director Chad Nabity stated \$425,000 was requested from the CRA for FY 2010/2011 the same as last fiscal year.

Barry Sandstrom, 2117 West Charles Street spoke in support of the CRA budget and thanked the Council for their support of the CRA.

Motion by Gilbert, second by Ramsey to approve the Community Redevelopment Authority (CRA) Budget.

Motion by Carney, second by Haase to amend the main motion to reallocate \$400,000, \$250,000, \$240,000 and reduce Land to \$50,000 for a total of \$890,000 to the Lincoln Park Pool.

Discussion was held regarding reallocating some of these funds to other areas. Discussion was held on the legalities of this process. Mr. Nabity stated the Redevelopment Plan for the City would have to be changed which would take 90 days. Comments were made concerning the short use of the Lincoln Pool Park and the projects planned to be done by the CRA. Concerns were raised about the future of the CRA. Other options regarding Lincoln Pool were mentioned. Mr. Nabity answered questions concerning CRA monies being used for the Lincoln Park Pool renovation.

Parks & Recreation Director Steve Paustian stated the amount to upgrade the pool was between \$1.1 and \$2.4 million. The time to complete an upgrade would probably take up to two years to complete depending on the State Health Departments and other approvals.

Upon roll call vote to reallocate monies, Councilmember's Niemann, Haase, and Carney voted aye. Councilmember's Meyer, Gilbert, Dugan, Ramsey, Zapata, Nickerson, and Gericke voted no. Motion failed.

Motion by Haase, second by Carney to amend the main motion to reduce the property tax request by \$425,000 and expenses by \$425.00.

Discussion was held concerning the cash balance on hand. Reviewed were the decreases in the CRA budget Councilmember Haase suggested. Mr. Nabity explained each of the line items requested and how CRA arrived at those amounts. Explained was that CRA was a taxing entity of its own and if this motion was approved this money would not be collected. Mr. Nabity stated if the cash is not on hand CRA would not be able to do the projects like the demolition on South Locust Street which would be used for parking during the State Fair. Mentioned was the tax rate request for CRA for FY 2010/2011 would be less than last year. Comments were made about the CRA not being part of the Program Prioritization.

Motion by Gericke to postpone this item until after further review of the budget. Motion died due to lack of a second.

Upon roll call vote to reduce property tax and expenses, Councilmember's Niemann, Haase, and Carney voted yes. Councilmember's Meyer, Gilbert, Dugan, Ramsey, Zapata, Nickerson, and Gericke voted no. Motion failed.

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

Review of Proposed FY 2010/2011 City Single Budget.

The following people spoke:

- Kent Coen, 2604 South Stuhr Road spoke in support of the Heartland Public Shooting Park and all parks within the City
- Timothy O'Conner, 2112 West John Street spoke in support of public/private partnership with regards to the Heartland Public Shooting Park
- Steve Hornady, 2323 West John Street spoke in support of parks and recreation areas in a community
- Ralph Naber, 4017 West Capital Avenue wanted to speak about the Capital Improvement Projects

Council took a recess at 8:35 p.m.

Council reconvened at 8:50 p.m.

QUARTILE 3 PROGRAMS:

City Administrator Jeff Pederson explained the reductions and efficiencies throughout the process of Program Prioritization. Finance Director Mary Lou Brown gave an in-depth overview of the reductions in the Finance Department, Human Resources Department, and PW – Traffic Control Signals, Signs, Pavement Markings.

Discussion was held concerning the Finance budget cuts in the General Fund and reduction in the IT Allocation.

Finance Director Mary Lou Brown continued the review of the FY 2010/2011.

Accounts Payable Processing:

- Q.** Explain the increase in personnel services costs.
- A.** Reduction in computer services change – no material impact.

Utility Cashier Services:

- Q.** Does the utilities department in the long run pay for the window clerk or is it totally supported by the General fund? Have we taken any precautions on protecting the employees behind the window up front from dissatisfied customers, other than just adding locks to the doors?
- A.** FTE reduction will lead to the closing of the drive up window. Customers will still be able to drop their payment in the drop box, but we will not staff the position. With the implementation of online payments, we anticipate a reduction in the number of face-to-face payments.

Discussion was held concerning closing the drive-thru window. Comments were made concerning where the reduction was made, utilities fund or general fund.

Safety Training Option Program (STOP):

- Q.** Operating expense in total for legal increased from a projected 2010 amount of \$37,966 to a 2011 proposed budget of \$45,780. What is the driver of the overall increase?
- A.** Increased expenses in payroll and increased volume of traffic tickets.

Juvenile Diversion Program:

- Q.** This program is run by the County. What is the City spending money on?
- A.** Personnel time and expenses to review juveniles in the diversion program.

Park Maintenance Community Parks – (restrooms etc.)

- Q.** Describe the impacts of this program change more thoroughly.
- A.** Less day to day maintenance and turf inputs.

Detention Cell Maintenance – Irrigated and Non Irrigated Areas and Boulevards:

- Q.** How will this program change impact the drainage of the detention cells?
- A.** Less watering, less mowing, less inputs.

Discussion was held concerning conditions in the detention cells and problems related to less maintenance.

Lincoln Pool:

Q. The proposed 2011 budgeted FTE number has been corrected. Why is there an operational budget when this is the last year we can operate it?

A. Correction was made. No visible impact.

Summer Adult/Family Programs – Grand Island Games, Summer Concert Series:

Q. The proposed 2011 budgeted FTE number has been corrected.

A. Correction was made. No visible impact.

GITV City and Other Government Segments:

Q. The FTE has dropped slightly; why does the personnel services increase? What does the graphics template package do that makes it so costly?

A. The Public Information budget has moved .15 FTE to the Community Youth Council budget to cover the costs of salary and benefits for the Community Youth Council coordinator. This change allowed the Public Information budget to include a graphics template package for GITV.

Discussion was held concerning GITV Channels 6 and 12. Public Information Officer Wendy Meyer-Jerke stated Channel 12 was a public information channel and Channel 6 was video. City Attorney Dale Shotkoski stated the cable franchise agreement with Charter made the channels available to the City. There would be no cost savings to have just one channel.

GITV Educational:

Q. Same questions regarding the graphics template package.

A. Same answer as above.

Pavement Maintenance – Grade Alleys:

Q. How will traffic flow and safety be affected if there is a ban on alley garbage service, especially on streets that typically have cars parked at curb most times of day or on busy streets like Broadwell and Eddy that have only 1 traffic lane?

A. This cut can only be made if garbage collection is changed to curb service only.

Discussion was held regarding garbage service in the alleys. Public Works Director Steve Riehle reported the cost savings to not grade the alleys was estimated at \$25,000.

Motion by Niemann, second by Meyer to leave the garbage collection in the alleys. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:50 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G3

Approving Request of Fonner Park Exposition and Events Center, Inc. for Ratification of Election of Board of Directors

At the December 21, 1998 City Council Meeting, Resolution #98-332 was adopted supporting the application of Fonner Park to the Internal Revenue Service for a 501(c)(3) exemption for construction and operation of an Exposition and Events Center. This approval created the formation of the Fonner Park Exposition and Events Center, Inc. The Internal Revenue Service requires the election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. be ratified by the Grand Island City Council. The appointments of George Wanitschke, Steve Dowding, Jim Cannon, Barry Sandstrom, and Scott Zana to the Board of Directors for the Fonner Park Exposition and Events Center, Inc. are recommended.

Staff Contact: RaNae Edwards

**LEININGER, SMITH, JOHNSON, BAACK,
PLACZEK & ALLEN**

ATTORNEYS AT LAW

ESTABLISHED IN 1929

104 N. WHEELER STREET
P.O. BOX 790
GRAND ISLAND, NE 68802
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OFFICE AT SUPERIOR:

145 EAST 4TH STREET
P.O. BOX 186
SUPERIOR, NE 68978
(402) 879-3251

A.J. LUEBS (1903-1996)

D. STEVEN LEININGER
BRUCE I. SMITH
MICHAEL L. JOHNSON
AREND R. BAACK
DANIEL M. PLACZEK
CATHLEEN H. ALLEN
BRANDON S. CONNICK
SONYA K. KOPERSKI
TANYA J. JANULEWICZ
JORDAN W. ADAM
BLAKE J. SCHULZ

JAMES A. BELTZER
SPECIAL COUNSEL

July 29, 2010

Mayor Margaret Hornady
City Hall Building
100 E. First Street
P.O. Box 1968
Grand Island, NE 68802

Re: Fonner Park Exposition and Events Center, Inc.

Dear Mayor Hornady:

Please have the City Clerk of the City of Grand Island, Nebraska place the following matter on the agenda of the meeting of the City Council of the City of Grand Island, Nebraska scheduled for August 10, 2010:

"Fonner Park Exposition and Events Center, Inc./Ratification of Election of Board of Directors"

On July 28, 2010, the following persons were elected as directors of the Fonner Park Exposition and Events Center, Inc.:

Jim Cannon
Steve Dowding
Barry Sandstrom
George Wanitschke
Scott Zana

The Fonner Park Exposition and Events Center, Inc. is a nonprofit corporation formed under Section 501(c)(3) of the Internal Revenue Code for the purposes of lessening the burdens of government. Specifically, the Fonner Park Exposition and Events Center, Inc. was formed to lessen the burdens of the City of Grand Island, Nebraska in planning, constructing and operating an agricultural exposition and events center in the City of Grand Island, Nebraska.

Mayor Margaret Hornady
July 29, 2010
Page 2

As a condition to obtaining exemption under Section 501(c)(3) of the Internal Revenue Code, the Internal Revenue Service required that the following provisions be included in the Bylaws of Fonner Park Exposition and Events Center, Inc.:

- (1) The Mayor of the City of Grand Island, Nebraska nominates one (1) member of the Board of Directors of Fonner Park Exposition and Events Center, Inc.; and
- (2) The election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. is submitted to the City Council of the City of Grand Island, Nebraska for ratification.

Because Fonner Park Exposition and Events Center, Inc. was formed for the purpose of lessening the burdens of government, the Internal Revenue Service imposed the foregoing requirements on Fonner Park Exposition and Events Center, Inc. so that there would be an opportunity for oversight by the City of Grand Island, Nebraska in regard to the election of directors of Fonner Park Exposition and Events Center, Inc.

As you know, you nominated Scott Zana as a member of the Board of Directors of Fonner Park Exposition and Events Center, Inc. in compliance with the requirements of (1) above. The election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. should now be submitted to the City Council of the City of Grand Island, Nebraska for ratification in compliance with the requirements of (2) above.

Thank you for your time and consideration.

Sincerely,

LEININGER, SMITH, JOHNSON,
BAACK, PLACZEK & ALLEN



MICHAEL L. JOHNSON
MLJ/eje

cc: Ms. RaNae Edwards, City Clerk
Mr. Hugh Miner, Jr.



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G4

**#2010-209 - Approving Neighborhood Stabilization Program
Purchase of Property Located at 201 West 17th Street**

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

Staff Contact: Joni Kuzma

R E S O L U T I O N 2010-209

WHEREAS, the City of Grand Island, Nebraska was awarded \$993,000 and an additional \$190,000 in Neighborhood Stabilization Program (NSP) grants from the Nebraska Department of Economic Development; and

WHEREAS, the grant has enabled the city to purchase and demolish six (6) vacant, blighted structures and redevelop the lots into six (6) new homes,

WHEREAS, the City has been granted permission to purchase and demolish an additional vacant, blighted structure for redevelopment into a new home for a middle-income first-time homebuyer;

WHEREAS, the property and structures at 201 W. 17th Street meets the blighted criteria as set by the Neighborhood Stabilization Program and the Nebraska Department of Economic Development;

WHEREAS, a public hearing was held on August 10, 2010 for the purpose of discussing the proposed acquisition of the following real estate:

Lot 1 (1), Block Eighty-seven (87) in Wheeler and Bennett's Fourth Addition to the City of Grand Island, Hall County, Nebraska (201 W. 17th St.)

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 acquire the property and structures at 201 W. 17th Street and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ August 6, 2010 <input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G5

#2010-210 - Approving the Discontinuation of the Joint Marketing Agreement between the City of Grand Island and Nebraska Public Power District (NPPD)

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: August 10, 2010

Subject: Discontinuing the Joint Marketing Agreement between
Grand Island and Nebraska Public Power District

Item #'s: G-5

Presenter(s): Gary Mader, Utilities Director

Background

In 2000, Grand Island Utilities entered into an agreement with Nebraska Public Power District (NPPD) designating NPPD as the sole marketer and seller of excess power produced by Grand Island power plants. Due to the fact that Grand Island's electric system is entirely surrounded by and connected with NPPD, it was logical to utilize NPPD to market any excess power. In May, 2009, Omaha Public Power District's (OPPD) Nebraska City #2 (NC2) power plant began commercial operation. Grand Island is a participant in this plant with a maximum share of 34 MW. The Participation Power Agreement between Grand Island and OPPD allows for power to be marketed and sold directly from the plant without needing to bring it to Grand Island first. In order to take advantage of this flexibility, provisions need to be made regarding Grand Island's Joint Marketing Agreement with NPPD. In addition, an agreement with OPPD is needed to allow them to market excess power directly from NC2.

Discussion

On January 26, 2010, City Council approved a marketing agreement with OPPD to allow them to market and sell any excess of Grand Island's share of power produced by NC2 directly from NC2. Concurrently, a temporary operational procedure was created between Grand Island and NPPD allowing the use of OPPD to market that power. This created a trial period with OPPD to determine and evaluate any long-term benefits of marketing NC2 power directly through OPPD. That trial period has expired with a desire to continue the arrangement. NPPD has determined that the Joint Marketing Agreement between Grand Island and NPPD is no longer necessary and has submitted a letter

requesting termination (see attached). Grand Island will continue to utilize NPPD to market excess power generated locally.

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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the discontinuation of the Joint Marketing Agreement between Grand Island and Nebraska Public Power District.

Sample Motion

Move to approve the discontinuation of the Joint Marketing Agreement between Grand Island and Nebraska Public Power District.



Nebraska Public Power District
"Always there when you need us"

July 28, 2010

Mrs. Margaret Hornaday, Mayor
City of Grand Island
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968

Dear Mayor Hornaday,

Nebraska Public Power District (NPPD) and the City of Grand Island (GRIS) have mutually agreed to terminate their Joint Marketing Agreement that was originally effective June 1, 2000, and which has been in effect year to year since this time. Since NPPD and GRIS have mutually agreed to terminate this Joint Marketing Agreement, the termination will become effective August 10, 2010.

Additionally, the Six Month Market Operation Procedure for NC2 that is effective February 1, 2010 through July 31, 2010 will no longer remain in effect. GRIS or its designated agent will be responsible for scheduling NC2 using NERC approved requirements.

NPPD and GRIS will continue to be able to market energy to each other using NERC approved Tags and Transmission Reservations.

The parties indicate their agreement to the items above by affixing their signatures in the appropriate areas below.

Ron Thompson
Energy Supply Manager
Nebraska Public Power District

Margaret Hornaday
Mayor
City of Grand Island

7/28/10

Date

Date

RESOLUTION 2010-210

WHEREAS, in 2000, Grand Island Utilities entered into an agreement with Nebraska Public Power District (NPPD) designating NPPD as the sole marketer and seller of excess power produced by Grand Island Power Plants; and

WHEREAS, in May, 2009, Omaha Public Power District's (OPPD) Nebraska City #2 (NC2) power plant began commercial operation; and

WHEREAS, Grand Island is a participant in this plant with a maximum share of 34 MW;
and

WHEREAS, the Participation Power Agreement between Grand Island and OPPD allows for power to be marketed and sold directly from the plant without needing to bring it to Grand Island first;
and

WHEREAS, on January 26, 2010, Council approved a marketing agreement with OPPD to allow them to market and sell any excess of Grand Island's share of power produced by NC2 directly from NC2; and

WHEREAS, a trial period with OPPD has expired with a desire to continue the arrangement; and

WHEREAS; NPPD has determined that the Joint Marketing Agreement between Grand Island and NPPD is no longer necessary and has submitted a letter requesting termination.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the discontinuation of the Joint Marketing Agreement between Grand Island and NPPD is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2010.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
August 6, 2010	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G6

**#2010-211 - Approving Contract with HDR for Uranium Removal
System Design and Specifications**

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: August 10, 2010

Subject: Uranium Removal Equipment Procurement Engineering Services

Item #'s: G-6

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

Background

The City's municipal water system is supplied primarily from its Platte River Well Field. This well field is comprised of 21 wells and a pumping station. Recent testing for State regulatory requirements has indicated composite uranium levels to be approaching the Maximum Containment Level (MCL) established by the EPA. Testing of individual wells for uranium has indicated some wells exceed this MCL. To allow use of these wells during high water system demand periods, additional piping was installed in the past year for blending with lower uranium concentration wells.

As a proactive measure, in case uranium levels cannot be controlled below the new MCL by well blending, the Department recommended that more detailed investigation be undertaken to determine uranium removal methods and evaluate those best suited for the Grand Island system. Factors in the evaluation included; the review of available technologies; amount of uranium removal; capital costs; operational costs; and waste disposal. This type of evaluation is best performed by engineering consultants with wide ranging experience in the design of water treatment systems and with expertise in treatment economics and water chemistry.

A Request for Proposal was developed and advertised in accordance with City Purchasing Policy. The Request for Proposal was based on firms providing a "not to exceed" price for a preliminary evaluation of uranium removal processes. Should further evaluation of treatment processes, such as pilot testing, or actual implementation of treatment processes be required, billing rates were required as part of the proposals to allow the City to negotiate subsequent phases of the project should that be deemed necessary. Company and personnel experience in the field of water treatment were

requested for evaluation of the proposal, including detailed design and construction management experience in water treatment facilities.

On October 27, 2009, Council awarded the contract for the uranium treatment system engineering evaluation to HDR Engineering, Inc. of Lincoln, NE. HDR recently completed the evaluation of treatment options. The evaluation screened known water treatment methods and focused on coagulation/filtration, ion exchange, and adsorptive media as the most viable options for radionuclide removal. The recommendation from the screening study was an adsorptive media system. Recognizing that state regulatory agencies may not be familiar with the details of this technology which might be used to address treatment for the relatively new uranium regulations, HDR's design approach was presented at a meeting with Nebraska Health and Human Services, and Nebraska Department of Environmental Quality. The use of this type of technology has been shown to be very effective in radionuclide removal, but it has not been used in an application as large as would be required to treat Grand Island's water demand. The consensus at the meeting was that it may be useful to perform a large scale pilot program on selected wells at the Platte River Well Field. It is anticipated that a full capacity treatment system would be comprised of several modules the size of a pilot plant, therefore, utilization of the pilot plant could be incorporated into the final design solution. Based on the multiple phase structure of the uranium engineering services RFP, HDR was requested to provide a proposal for preparing specifications to issue for bids for an adsorptive media pilot plant. These specifications are for the components and accessories of an integrated treatment system. The suppliers for these systems are very specialized and details for the systems are not standard, therefore, the bidders may be required as part of the bidding process to perform small pilot demonstrations of their system's effectiveness in radionuclide removal from Grand Island's water. It is anticipated that the next phase would be to design facilities and infrastructure modifications for installing the removal system and prepare specifications to issue for bids for installation contractors.

History:

In 2003, the new regulation placing a MCL on uranium in drinking water became effective. Uranium is a naturally occurring element in the aquifers of Nebraska and other states across the nation. Implementation of the new MCL began with the sampling of the state's municipal water systems in accordance with the EPA specified testing protocol. Samples of the Grand Island water supply for regulatory compliance were first taken in 2004. The sampling protocol requires testing for four consecutive quarters, with the average of the year long sampling results being the level by which system compliance is established.

Sampling and testing of the Grand Island water system thus far show full compliance with the EPA regulation. Uranium is naturally occurring in the aquifer in central Nebraska. Uranium is not an acute concern but rather is a concern over a lifetime of exposure. According to the *Neb-Guide from the University of Nebraska*, "*....uranium in water supplies produces very little radioactivity, the health effects from exposure to uranium are primarily thought to be associated with the chemical properties of soluble uranium. Studies suggest that ingestion of high levels of uranium may be associated with*

an increased risk of kidney damage...Exposure to soluble uranium in drinking water has not been shown to increase the risk of developing cancer.”

Discussion

As required in the RFP for uranium removal engineering services, HDR provided a proposal to perform the next phase in the uranium removal project for the Utilities Department. This phase is to develop specifications for procurement of uranium removal equipment for a large scale pilot plant and to assist in the bidding process. The proposal is based on a multiple phase project agreement with task orders to be specified as the project progresses and phase scopes can be defined and includes Task Order No. 1 for procurement of uranium removal equipment. Engineering fees will be billed as costs are incurred. The Task Order includes personnel billing rates with a not to exceed price of \$34,900. Utilities staff has reviewed the scope and fees for Task Order No. 1 and recommends acceptance.

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 Multiple Phase Project Agreement for Professional Services, Exhibit A - Task Order No. 1 with HDR Engineering, Inc. of Lincoln, Nebraska, in an amount not to exceed \$34,900.

Sample Motion

Move to approve the Multiple Phase Project Agreement for Professional Services, Exhibit A - Task Order No. 1 with HDR Engineering, Inc. of Lincoln, NE as submitted.

MULTIPLE PHASE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this _____ day of _____, 2010, between the City of Grand Island, Nebraska with principal offices at 100 East 1st Street, Grand Island, Nebraska, 68802-1968, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time; by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Grand Island, Nebraska

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

NAME: Ronald J. Sova

TITLE: Vice President

ADDRESS: 8404 Indian Hills Drive
Omaha, NE 68114

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the

appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER:

(i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

EXHIBIT A
TASK ORDER

This Task Order pertains to an Agreement by and between City of Grand Island, Nebraska, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated _____, 20____, ("the Agreement"). Engineer shall perform services on the project phase described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT PHASE NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE
PROJECT:

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO ENGINEER:

PART 6.0 OTHER:

EXHIBIT A
URANIUM REMOVAL WATER TREATMENT PLANT
TASK ORDER NO. 1

This Task Order pertains to an Agreement by and between City of Grand Island, Nebraska, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated _____, 2010, ("the Agreement"). Engineer shall perform services on the project phase described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 1
PROJECT PHASE NAME: URANIUM REMOVAL EQUIPMENT PROCUREMENT

PART 1.0 PROJECT DESCRIPTION:

- 1.1 The City of Grand Island (City) Water Supply System consists of nineteen low pressure wells, located in town, under Permit A-10267 and twenty-one low pressure wells, located in 1200 acre well field, under Permit A-10266. The twenty-one wells under permit 10266 have been tested for high uranium concentrations. A study was completed to examine uranium removal for these twenty one wells.

Raw water from the well field is drawn from a 1200 acre island in the Platte River. The wells are classified as a groundwater supply, approximately 130-ft to 140-ft deep, yielding up to 2 mgd each of generally good quality water. Uranium is the parameter of concern (Maximum Contaminant Level (MCL) of 30 ug/L), for the wells under Permit A-10266, with composite levels ranging from 20 ug/L to a maximum of 50 ug/L dependent upon the wells in operation.

The objective of the previously completed study was to define the nature and extent of regulatory issues, analyze the alternatives, address the water quality issues and define the recommended improvements and an implementation plan. The study report consisted of two technical memorandums addressing the following:

- Water Demand, Water Quality, and Technology Screening
- Uranium Removal Evaluation

Water quality data suggested that Uranium and gross alpha are the only contaminants of concern in the raw water.

The treatment technologies of coagulation/filtration, ion exchange and adsorptive media (Water Remediation Technologies (WRT)) were screened as viable technologies to be investigated and evaluated further to determine the recommended improvement. Screened technologies were evaluated on issues of process viability, system configuration, finished water quality, residuals management and capital and O&M costs.

It has been recommended that an adsorptive media (WRT) treatment plant be implemented for the well field in a phased construction approach. A five (5) MGD plant is recommended to be implemented at this time as a demonstrative project. The plant will treat flows from a few selected wells. Future phases will be constructed when required to meet the regulatory requirements of the remainder of the wells.

The City of Grand Island desires to prepare equipment procurement documents to receive bids for the purchase of the adsorptive media treatment equipment. Bids will be evaluated to make a selection of the desired equipment to be purchased. The City of Grand Island will assign the equipment purchase contract for implementation as part of the second phase of the project for the design and construction of the water treatment facility. The first phase of the project to be authorized by this Task Order is for the procurement of the adsorptive media treatment equipment.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:

2.1 This Scope of Services for this Task Order is for Engineer to provide engineering services ("Services") to the OWNER. Major categories of work in this scope of services include:

- Project Management
- Procurement by OWNER of Uranium Removal Treatment Equipment

See detailed summary of tasks below:

TASK SERIES 100 - PROJECT MANAGEMENT

Objective: Provide management activities over Project duration including planning, organizing and monitoring Project team activities, preparing and monitoring bidding document production standards, attending meetings, and Project cost projections

HDR Activities

110 - Team Management and Project Control

- Resource management and allocation based on Project schedules and activities
- Budget and invoice management
- Schedule monitoring and update for Project development
- Production coordination

120 – Production Guide Standards

- Review OWNER design standards and bidding document standards
- Develop Project Guide including OWNER specific design standards applicable for the Project Guide will document to all personnel Project activities, constraints, guidelines, budgets and procedures.
- Maintain Project Guide, distribute and update as activities dictate

130 - Meetings

- Project kickoff meeting
- Project coordination meetings – Additional Service
- Bid Package Review Meeting

TASK SERIES 200 – EQUIPMENT PROCUREMENT DOCUMENTS

Objective: Develop bidding documents for equipment procurement outside of the construction contract.

HDR Activities:

210 - Equipment Procurement Bid Package

- Establish viable equipment manufacturers for procurement bid package for adsorptive media equipment to provide:
 - Treatment vessels
 - Adsorptive media
 - Process piping
 - Instrumentation/Controls/PLC's
 - Valves
 - Electrical control equipment
 - All other auxiliary equipment for process operation
- Procurement package will include protocol/requirements for pilot testing for alternate manufacturers (other than WRT). All equipment required for pilot plant shall be the responsibility of the manufacturer.
- Equipment procurement specifications will be developed. Approved Manufacturers listed in those specifications will be given opportunity to comment on specification content prior to issuance of bid package.
- HDR will work in conjunction with OWNER to develop Notice-To-Bidders, Bid Form and Agreement using EJCDC procurement documents as a basis for development. Manufacturers will provide bid for the equipment which will include
 - Complete Uranium Removal adsorptive media System
 - Supervision and assistance for the installation of system and start up of equipment package.
 - Operator training and Operation and Maintenance Manuals.
 - Maintenance of the system during period of contract.
 - Radioactive Materials License for system operation and media handling for the term of the contract.
 - Handling of all treatment media.
 - Installation and replacement of media.
 - Safe transportation and disposal of spent media in a licensed facility.
 - Operating analytical fees (analysis of samples required by the manufacturer for operational monitoring)
 - Performance guarantees to meet the design criteria for uranium removal.

220 - Bid Package Review.

- Submit equipment procurement bid packages to OWNER for review and comment
- Schedule meeting with OWNER to discuss and resolve comments.
- Finalize equipment procurement bid package and issue to regulatory agency
- Conduct internal QC of bid documents
- Incorporate OWNER, regulatory agency and internal HDR QC comments into final bid document package.

230 - Distribution and Bidding

- Print bidding documents and distribute to bidders.
- Provide interpretations and answer questions concerning the bidding documents as requested by the perspective bidders
- Develop addenda as appropriate to interpret, clarify and expand the bidding documents in response to bidder's questions
- Attend bid letting for receipt of bids
- Review each bid proposal received
- Provide written recommendation for award

2.2 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

- 1) Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
- 2) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
- 3) Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Part 1.
- 4) Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
- 5) Furnishing services of Engineer's Consultants for other than Basic Services.
- 6) Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contract as allowed by the Bidding Documents.

- 7) Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required.
- 8) Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 9) Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- 10) Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

PART 3.0 OWNER'S RESPONSIBILITIES:

3.1 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Task Order of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer

and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Provide, as required for the Project:
 - 1) Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2) Legal services with regard to issues pertaining to the Project as Owner requires or deems appropriate, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 - 3) Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4) Placement and payment for advertisement for Bids in appropriate publications.
- N. Attend the pre-bid conference and bid opening.

PART 4.0 PERIODS OF SERVICE:

HDR will perform services under this Task Order with in a period of 120 calendar days following notice to proceed from OWNER.

PART 5.0 PAYMENTS TO ENGINEER:

- 5.1 Compensation For Basic Services and Additional Services – Salary Costs Times a Factor Method of Payment
 - A. Owner shall pay Engineer for Basic Services set forth in Task Order No. 1, as follows:
 - 1) An amount equal to Engineer's Salary Costs times a factor of 2.15 for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses, and Engineer's Consultant's charges. HDR Billing Rates are summarized as follows:

CLASSIFICATION	HOURLY RATE	ASSIGNED STAFF FOR URANIUM TREATMENT EQUIPMENT PROCUREMENT
Principal-In-Charge	\$170-\$270	\$215
Project Manager	\$120-\$270	\$200
QA/QC Engineer	\$170-\$270	\$270
Senior Engineer/Process Engineer	\$120-\$190	\$160-\$180
Staff Engineer	\$80-\$150	\$110-\$130

CLASSIFICATION	HOURLY RATE	ASSIGNED STAFF FOR URANIUM TREATMENT EQUIPMENT PROCUREMENT
Environmental Engineer	\$115-\$220	\$218
CADD Technician	\$70-\$110	\$90
Hydrogeologist	\$130-\$180	\$155
Administrative Assistant	\$50-\$75	\$72
Architect	\$80-\$170	-
Electrical	\$90-\$175	-
Structural	\$90-\$160	-
Mechanical	\$90-\$165	-
Instrumentation	\$90-\$175	-
Civil	\$85-\$150	-
Clerical	\$40-\$60	\$53

- 2) The total compensation for services under Part 5 is estimated to be \$34,900 based on the Fee Summary Sheet attached.
- 3) Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by Owner.
- 4) The total compensation for Engineer's services incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.
- 5) The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges.
- 6) Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.

- 7) The Salary Costs and the factor applied to Salary Costs will be adjusted annually (as of 01/01/10) to reflect equitable changes in the compensation payable to Engineer.

5.2 Compensation for Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses including the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Task Order No. 1, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. HDR reimbursable expenses are summarized as follows:
- 1) Personal auto mileage invoices at current IRS rate \$0.55 per mile.
 - 2) Other transit (airfare, rental car, gas for rental car, lodging, and meals) invoiced at actual cost incurred.
 - 3) Telephone, postage and copy costs will be invoiced at actual cost incurred.
 - 4) Technology charges will be invoiced at \$3.70 for each labor hour.
 - 5) Charges for sub consultants will be billed at the invoice cost plus 5%.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.

This Task Order is executed this _____ day of _____, 2010.

_____ "OWNER"	HDR ENGINEERING, INC. "ENGINEER"
BY: _____	BY: _____
NAME: _____	NAME: <u>Ronald J. Sova</u>
TITLE: _____	TITLE: <u>Vice President</u>
ADDRESS: _____ _____	ADDRESS: <u>8404 Indian Hills Drive</u> <u>Omaha, NE 68114</u>

TASK ORDER NO. 1

FEE SUMMARY SHEET
URANIUM REMOVAL WATER TREATMENT PLANT
EQUIPMENT PROCUREMENT

TASK DESCRIPTION	PRINC	PROJ MGR	SR. PROJECT ENGINEER	SR ENGR/QC	HYDRO- GEOLOGIST	PROJECT ENGR	SENIOR PROCESS ENGR	URANIUM TREATMENT SPECIALIST	ASSIST. PROJECT ENGR	SR TECH	ENVIRON. ENGINEER	ADM. ASSIST	CLERICAL	TOTAL HOURS
Task Series 100 – Management/ Project Implementation	0.0	34.0	0.0	0.0	0.0	28.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	68.0
Task Series 110 - Project Management	0.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0
- Team Management		2.0												2.0
- Budget and Invoicing		8.0												8.0
- Schedule		1.0												1.0
- Coordination		4.0												4.0
Task Series 120 - Production Guide Standard	0.0	7.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	25.0
- Design and Bidding Standards		2.0				6.0								10.0
- Project Guide		4.0				4.0							4.0	12.0
- Maintain Project Guide		1.0											2.0	3.0
Task Series 130 - Meetings		12.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	28.0
- Project Kick off Meeting		8.0				6.0								14.0
- Bid Package Review Meeting		6.0				8.0								14.0
- Special Meetings as requested by Owner - Additional Service														0.0
Task Series 200 - Equipment Procurement Documents	0.0	33.0	0.0	6.0	0.0	84.0	8.0	2.0	0.0	0.0	0.0	0.0	38.0	109.0
Task 210 Equipment Procurement Bid Package	0.0	6.0	0.0	0.0	0.0	40.0	6.0	2.0	0.0	0.0	0.0	0.0	16.0	72.0
- Establish Visible Equipment Manufacturers		2.0				6.0		2.0						12.0
- Pilot Testing Protocol		1.0				6.0	4.0							13.0
- Procurement Specifications		1.0				16.0	4.0						12.0	33.0
- Bid Form/Bidding Requirements		2.0				6.0							4.0	14.0
Task 220 Bid Package Review	0.0	10.0	0.0	6.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	40.0
- Submit Bid Package						4.0							4.0	8.0
- Schedule Review Meeting		2.0												2.0
- Complete Bid Package/Submit to NHHS		2.0				6.0							4.0	14.0
- QA/QC Bidding Document		4.0		6.0										10.0
- Incorporate Final Comments		2.0				4.0								6.0
Task 230 Distribution and Bidding	0.0	17.0	0.0	0.0	0.0	28.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	57.0
- Print and Distribute Bidding Documents		1.0				4.0							8.0	13.0
- Address Bidder Questions		2.0				6.0								10.0
- Prepare Addenda as required		2.0				6.0							4.0	14.0
- Attend Bid Listing		4.0												4.0
- Review Bid Proposals		4.0				6.0								12.0
- Written Recommendation		4.0												4.0
Task Series 100 – Management/ Project Implementation	0.0	34.0	0.0	0.0	0.0	28.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	68.0
Task Series 200 – Equipment Procurement Documents	0.0	33.0	0.0	6.0	0.0	84.0	8.0	2.0	0.0	0.0	0.0	0.0	38.0	109.0
TASK SERIES 100 - 400 SUBTOTAL	0.0	67.0	0.0	6.0	0.0	112.0	8.0	2.0	0.0	0.0	0.0	0.0	42.0	237.0

TOTAL LABOR COST	\$32,723
EXPENSES	\$2,177
TOTAL PROJECT COST	\$34,900

TASK ORDER NO. 1

FEE SUMMARY SHEET
URANIUM REMOVAL WATER TREATMENT PLANT
EQUIPMENT PROCUREMENT

Expense Description	Brandhuber	Mileage/mile	Meals each, avg.	Printing	Miscellaneous	Total Cost
Rate	1	\$0.50	\$12.50	1	1	
Expenses						
Technical fee					\$876.90	
Initial Meeting		250	5			
Print Preliminary Review Documents				\$50.00		
Bid Document Review Meeting				\$50.00		
Print Regulatory/QA/QC Review Documents				\$150.00		
Print Bidding Documents				\$500.00		
Attend Bid Letting		250	4			
Bid Document Review Meeting		250	5			
Meals (5)						
SUBTOTAL	\$0.00	\$375.00	\$175.00	\$750.00	\$876.90	\$2,176.90



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
URANIUM REMOVAL METHODS EVALUATION ENGINEERING SERVICES**

RFP DUE DATE: October 8, 2009 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: September 22, 2009

NO. POTENTIAL BIDDERS: 4

SUMMARY OF PROPOSALS RECEIVED

CH2M Hill
Omaha, NE

Olsson Associates
Lincoln, NE

HDR Engineering, Inc.
Lincoln, NE

cc: Gary Mader, Utilities Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Pat Gericke, Utilities Admin. Assist.
Tim Luchsinger, Utilities Assist. Director

Bob Smith, Assist. Utilities Director
Mary Lou Brown, Finance Director
Wes Nespor, Purchasing Agent
Karen Nagel, Utilities Secretary

P1372

RESOLUTION 2010-211

WHEREAS, the City's municipal water system is supplied primarily from its Platte River Well Field; and

WHEREAS, uranium is naturally occurring in the aquifer in central Nebraska; and

WHEREAS, testing of individual wells for uranium has indicated some wells exceed the Maximum Containment Level (MCL) established by the EPA; and

WHEREAS, to allow use of these wells during high water system demand periods, additional piping was installed in the past year for blending with lower uranium concentration wells; and

WHEREAS, as a proactive measure, in case uranium removal is necessary in the future, a Request for Proposal for uranium treatment system engineering services was awarded to HDR Engineering, Inc., of Lincoln, Nebraska on October 27, 2009; and

WHEREAS, HDR is familiar with the details of the Uranium Removal Water Treatment technology; and

WHEREAS, the Request for Proposal included provisions for additional engineering services; and

WHEREAS, HDR has provided a price quotation to provide engineering services for procurement of uranium removal equipment for a large scale pilot treatment plant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Multiple Phase Project Agreement for Professional Services, Task Order No. 1, between the City of Grand Island, and HDR Engineering, Inc., of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2010.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
August 6, 2010	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G7

#2010-212 - Approving Nebraska Power Association Mutual Aid Agreement Among Nebraska Utilities

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: August 10, 2010

Subject: Nebraska Power Association (NPA) Mutual Aid Agreement

Item #'s: G-7

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

Background

For decades, there was an unwritten rule in the electric business that required each utility to assist others in the event that other utility was severely damaged as a result of storms. In our region, ice storms and tornadoes are the primary causes of the type of widespread destruction that would require outside assistance to accomplish electric system restorations in a timely manner. Of particular note for Grand Island, were the 1980 tornados. At that time, electric utilities from across the region responded with personnel, equipment and materials to assist in the rebuilding of the City's electric system. Over the years, Grand Island Electric too has responded to requests for assistance from several other utilities in the region to repair severe storm damage.

Discussion

As the electric business and society as a whole have become more complex, and at times more litigious, Nebraska's public power utilities deemed it prudent to set the previously unwritten rules for emergency assistance into a formal written agreement. The intent of the agreement is to avoid any disputes as to the responsibilities of the various parties in addressing requests for emergency assistance and storm repair activities. To that end, the Nebraska Power Association (NPA) has developed the attached Mutual Aid Agreement.

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 NPA Mutual Aid Agreement and that the Utilities Director be authorized to execute that agreement on behalf of the City.

Sample Motion

Move to approve the NPA Mutual Aid Agreement.

RESOLUTION 2010-212

WHEREAS, area electric utilities provide emergency assistance to one another; and

WHEREAS, Grand Island Utilities has assisted with emergencies in the past, and has responded to requests for emergency assistance in the past; and

WHEREAS, Nebraska's public power utilities deem it prudent to set the previously unwritten rules for emergency assistance into a formal written agreement, and have developed a Mutual Aid Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the NPA Mutual Aid Agreement between the City of Grand Island and other area electric utilities, is hereby approved, and the Utilities Director is authorized to sign the agreement on behalf of the City of Grand Island..

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 6, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G8

#2010-213 - Approving Acquisition of Sanitary Sewer Utilities Easement in Lot One (1) of McGovern Subdivision - 2530 N. Diers Avenue (James E. & Carole M. Kimbrough)

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

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2010-213

WHEREAS, a public sanitary sewer easement is required by the City of Grand Island, from James E. & Carole M. Kimbrough, to construct and maintain the utilities within McGovern Subdivision; and

WHEREAS, a public hearing was held on August 10, 2010, for the purpose of discussing the proposed acquisition of an easement comprised of a part of Lot One (1) McGovern Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF LOT ONE (1) McGOVERN SUBDIVISION, THENCE EASTERLY OF THE SOUTH LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 145', THENCE NORTHERLY ON A LINE TO A POINT ON THE SOUTH LINE OF LOT TWO (2) McGOVERN SUBDIVISION, THENCE WEST ON THE SOUTH LINE OF LOT TWO (2) McGOVERN SUBDIVISION FOR A DISTANCE OF 20' TO THE SOUTHWEST CORNER OF LOT TWO (2) McGOVERN SUBDIVISION, THENCE SOUTHERLY ON A LINE BEING AN EXTENSION OF THE WEST LINE OF LOT TWO (2) McGOVERN SUBDIVISION TO A POINT 20' NORTH OF THE SOUTH LINE OF LOT ONE (1) McGOVERN SUBDIVISION, THENCE WEST ON A LINE 20' NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT ONE (1) McGOVERN SUBDIVISION TO THE WEST LINE OF LOT ONE (1) McGOVERN SUBDIVISION, THENCE SOUTHERLY ON THE WEST LINE OF McGOVERN SUBDIVISION FOR A DISTANCE OF 20' TO THE POINT OF BEGINNING.

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 sanitary sewer easement from James E & Carole M. Kimbrough, on the above-described tract of land.

- - -

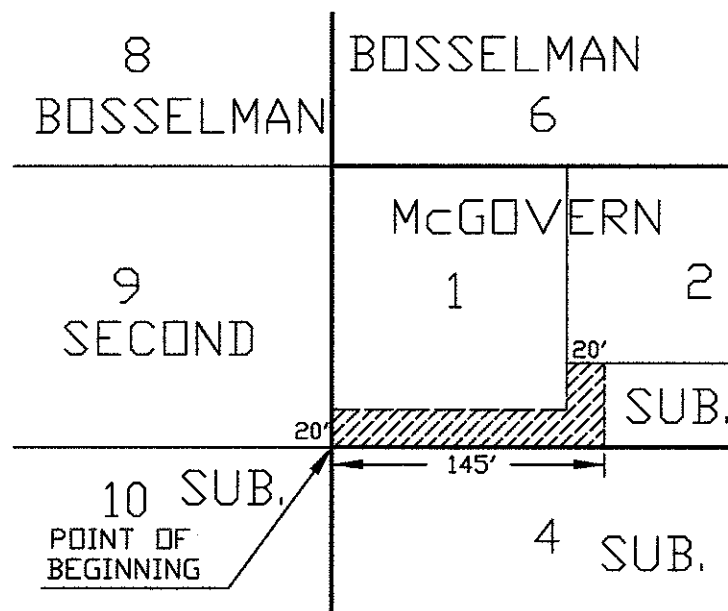
Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 6, 2010	☐ City Attorney



 20' SANITARY SEWER EASEMENT

ACQUIRED FROM:
JAMES E. & CAROLE M. KIMBROUGH



EXHIBIT "A"

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 7-27-10
DRN BY: P.E.S.
SCALE: 1"=100'

PLAT TO ACCOMPANY
SANITARY SEWER
EASEMENT



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G9

**#2010-214 - Approving Restricted Parking on College Street, from
Custer Street to Lafayette Avenue**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 10, 2010

Subject: Approving Restricted Parking on College Street between Custer Avenue and Lafayette Avenue.

Item #'s: G-9

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

Background

Council action is required to designate parking restrictions on any public street.

On street parking is allowed along the south side of College extending 285' east of Custer Avenue. The remainder of College Street between Custer and Lafayette Avenues has a parking restriction from 7:00 a.m. to 4:00 p.m.

Discussion

Grand Island Public School administration, has requested restricted parking along the south side of College Street from the east back of curb line on Custer Avenue 285' east, to help maintain a safe environment for students and ease congestion in the area. This request would complete a parking restriction between Custer and Lafayette Avenues along College Street.

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 restricting parking on College Street from Custer Avenue to Lafayette Avenue between the hours of 7:00 a.m. and 4:00 p.m..

Sample Motion

Move to approve the restricted parking on College Street.

RESOLUTION 2010-214

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 Grand Island Public School System has requested to create a restricted parking zone between the hours of 7:00 a.m. and 4:00 p.m. along College Street from Custer Avenue to Lafayette Avenue; 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 between the hours of 7:00 a.m. and 4:00 p.m. :
 - Along College Street from Custer Avenue to Lafayette Avenue;
2. The City's Street Division of the Public Works Department shall erect and maintain the signs and/or pavement markings necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 6, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G10

**#2010-215 - Approving Change Order No. 1 for Asphalt
Maintenance Project 2010-AC-1**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 10, 2010

Subject: Approving Change Order Number 1 for Asphalt Maintenance Project 2010-AC-1

Item #'s: G-10

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

Background

Gary Smith Construction Co., Inc. of Grand Island, Nebraska was awarded an \$804,818.68 contract by the council on May 11, 2010 for the annual asphalt overlay project. The estimate for the 2010 asphalt resurfacing project was \$901,539 with a total of \$950,000 in funds budgeted.

Discussion

The Streets Division of the Public Works Department is requesting to add an additional block to the asphalt overlay on Locust Street between Charles Street and Koenig Street. The section of roadway is failing and not believed to last through another winter season.

Sections 9 & 10 of the 2010 asphalt resurfacing program were on Stolley Park Road between South Locust Street and Stuhr Road. The budgeted amount for the two (2) sections was \$200,000.00 with the bid for the two (2) sections coming in at \$141,335.61.

The plans were prepared for the section of Stolley Park Road south of the new State Fair buildings to be resurfaced without milling. The roadway was in poor shape because of the tough winter and State Fair construction traffic, so a decision was made to mill this section of Stolley Park Road before placing the asphalt overlay.

The plans were prepared to widen Stolley Park Road at Stuhr Road without resurfacing the existing roadway. A decision was made to overlay the existing roadway to provide for a more uniform surface for the new 3-lane roadway at Stuhr Road.

The estimated cost for the additional work on Locust Street is \$22,210.28. The estimated cost for the additional work on Stolley Park Road was \$16,841.61. There are adequate funds in the line item budget for the 2010 asphalt street resurfacing program.

The cost for the additional work will come from funds in the Street Resurfacing Fund, Account No. 10033506.85354.

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 Change Order No. 1 for Asphalt Maintenance Project 2010-AC-1.

Sample Motion

Move to Approve Change Order Number1 for Asphalt Maintenance Project 2010-AC-1.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 1

Date of Issuance: August 10, 2010

PROJECT: Asphalt Maintenance Project 2010-AC-1

CONTRACTOR: Gary Smith Construction Co., Inc.

CONTRACT DATE: May 11, 2010

To add an additional block to the asphalt overlay on Locust Street between Charles Street and Koenig Street, to mill the section of Stolley Park Road east of Locust, and to overlay Stolley Park Road west of Stuhr Road.

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Type "A" Asphalt	499 tons	\$22.50/ton	\$ 11,227.50
2. Asphalt Cement	5,938 gal	\$ 2.30/gal	\$ 13,657.40
3. Tack Coat	267 gal	\$ 1.90/gal	\$ 507.30
4. Milling	8,591 s.y.	\$ 1.59/s.y.	<u>\$13,659.69</u>
TOTAL OF CHANGE ORDER NO. 1			\$39,051.89

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order \$804,818.68

Net Increase/~~Decrease~~ Resulting from this Change Order..... \$ 39,051.89

Revised Contract Price Including this Change Order \$843,870.57

Approval Recommended:

By _____
Steven P. Riehle, Public Works Director

Date _____

The Above Change Order Accepted:

Gary Smith Construction Co., Inc.
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2010-215

WHEREAS, on May 11, 2010, by Resolution 2010-128, the City of Grand Island awarded Gary Smith Construction Co., Inc. of Grand Island, Nebraska the bid in the amount of \$804,818.68 for Asphalt Resurfacing Project Number 2010-AC-1; and

WHEREAS, it has been determined that modifications to the work to be performed by Gary Smith Construction Co., Inc. are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, it is recommended that modifications to the work to be done by Gary Smith Construction Co., Inc. are necessary; and

WHEREAS, the result of such modifications will increase the contract amount by \$39,051.89 for a revised contract price of \$843,870.57.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Gary Smith Construction Co., Inc. of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
August 6, 2010	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G11

**#2010-216 - Approving Bid Award for 2010-MH REHAB-1
Sanitary Sewer Manhole Rehabilitation Project**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 10, 2010

Subject: Approving Bid Award for 2010-MH REHAB-1 Sanitary Sewer Manhole Rehabilitation Project

Item #'s: G-11

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

Background

On June 30, 2010 the Waste Water Treatment Division of the Public Works Department advertised for bids for 2010-MH REHAB-1 Sanitary Sewer Manhole Rehabilitation Project. The manholes are on a 24" or 27" vitrified clay pipe (VCP) sanitary sewer interceptor. The manholes need rehabilitated to maintain the integrity of the system. The project area is as follows:

1. Capital Avenue from the Burlington Northern SantaFe Railroad Tracks (BNSF) to Geddes Street;
2. Geddes Street from Capital Avenue to 7th Street;
3. 7th Street from Geddes Street to approximately 300' west of Sky Park Road.

Discussion

Two bids were received and opened on July 27, 2010. The Wastewater Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the two bids:

Midlands Contracting, Inc.
\$186,868.25

The Diamond Engineering Co.
\$278,349.64

The bid of \$186,868.25 from Midlands Contracting, Inc. of Kearney, Nebraska, is under the Engineer's estimate of \$350,000.

Funds are available in account number 53030055-85213.

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 bid award to Midlands Contracting, Inc. of Kearney, Nebraska in the amount of \$186,868.25.

Sample Motion

Move to award the bid to Midlands Contracting, Inc.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale Shotkoski, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 27, 2010 at 2:00 p.m.

FOR: 2010 MH-REHAB – 1 SANITARY SEWER MANHOLE
REHABILITATION PROJECT

DEPARTMENT: Public Works

ESTIMATE: \$350,000.00

FUND/ACCOUNT: 53030055-85213-53009

PUBLICATION DATE: June 30, 2010

NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	<u>Midlands Contracting, Inc.</u> Kearney, NE	<u>The Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	Travelers Casualty & Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$124,203.50	\$178,180.64
Additive Bid:	<u>\$ 62,664.75</u>	<u>\$100,169.00</u>
Total Bid:	\$186,868.25	\$278,349.64

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

Fred Tustin, Collections Manager
Catrina DeLosh, Administrative Assistant

P1424

RESOLUTION 2010-216

WHEREAS, the advertisement to bidders for 2010-MH REHAB-1 Sanitary Sewer Manhole Rehabilitation Project was published in the Grand Island Daily Independent on June 30, 2010; and

WHEREAS, the City of Grand Island invited sealed bids for the furnishing of materials and services for the 2010-MH REHAB-1 Sanitary Sewer Manhole Rehabilitation Project, according to plans and specifications on file with the City Engineer; and

WHEREAS, on July 27, 2010 bids were received, opened and reviewed; and

WHEREAS, Midlands Contracting, Inc. of Kearney, Nebraska, submitted the lowest responsible and responsive bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$186,868.25; and

WHEREAS, the bid for this project is below the engineer's estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Midlands Contracting, Inc. of Kearney, Nebraska, in the amount of \$186,868.25 for 2010-MH REHAB-1 Sanitary Sewer Manhole Rehabilitation Project, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 6, 2010	☐ City Attorney



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G12

#2010-217 - Approving Certificate of Final Completion for Engineering Services for the Wastewater Collection and Treatment Systems Comprehensive Plan Update for the City of Grand Island

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 10, 2010

Subject: Approving Certificate of Final Completion for Engineering Services for the Wastewater Collection and Treatment Systems Comprehensive Plan Update for City of Grand Island

Item #'s: G-12

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

Background

The Completion for Engineering services for the Wastewater Collection and Treatment Systems Comprehensive Plan Update for Wastewater Division City of Grand Island was awarded to CH2M Hill, Inc. of Englewood, Colorado by Resolution No. 2005-293, on October 11, 2005.

On September 11, 2007, by Resolution 2007-217, the City Council approved Amendment Number 1, with CH2M Hill which accounts for scope and schedule modifications.

On April 28, 2009 by Resolution 2009-100 the City Council approved Amendment Number 2 which modified the scope of the original contract without the appropriation of additional funds.

On August 25, 2009 by Resolution 2009-203 City Council approved Amendment Number 3, which represents scope, budget and schedule modifications to perform additional analysis in order to minimize capital improvement program project needs.

Work was completed on June 15, 2010.

Discussion

The project has been reviewed and the work completed in accordance with the terms, conditions, and stipulations of the contract. The Engineering Services contract was completed at a total cost of \$406,118.00.

An update to the city of Grand Island's (City's) Wastewater Collection and Treatment Systems Comprehensive Plan has been prepared to provide a prioritized list of capital improvement program (CIP) recommendations for the City to address anticipated regulatory requirements as well as capacity and condition concerns through the year 2029 planning horizon. Alternative strategies to alleviate existing deficiencies and comply with anticipated future regulatory requirements were evaluated. A rate study update is being prepared by Black & Veatch that will use this plan. The prioritized CIP includes both sanitary sewer collection system and wastewater treatment plant (WWTP) improvement recommendations as summarized below.

Collection System

- Condition Assessment of Concrete Sewers
- Update Costs for hydraulic capacity based improvements identified in the 2000 Sanitary Sewer Comprehensive Plan Update

WWTP

- Aerated Static Pile and Biofilter Odor Control Pilot and Odor Analysis Summary
- Comparison of Industrial Wastewater Rates
- Comparison of Residential Wastewater Rates
- Staffing Analysis for Public Works Department, Wastewater Division
- Regulatory Analysis
- Flows and Loadings Analysis
- Capacity Analysis
 - 1. Hydraulic Capacity
 - 2. Process (Loading) Capacity
 - 3. Condition Assessment
 - 4. Alternatives Analysis

Prioritized CIP

- Capital Improvement Program report for 2010 - 2029 planning horizon

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for the Comprehensive Plan Update for the Wastewater Division.

Sample Motion

Move to approve the Certificate of Final Completion of the Wastewater Comprehensive Plan Update.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Engineering Services for the Wastewater Collection and Treatment Systems Comprehensive Plan Update
CITY OF GRAND ISLAND, NEBRASKA

August 10, 2010

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

This is to certify that Engineering Services for the Wastewater Collection and Treatment Systems Comprehensive Plan Update, has been fully completed by CH2M Hill, Inc. of Englewood, Colorado under contract dated October 18, 2005. The work was completed in accordance with the terms, conditions, and stipulations of said agreement and complies with the agreement. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Director of Public Works in accordance with the provisions of Section 16-650 R.R.S., 1943.

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

ENGINEERING SERVICES FOR THE WASTEWATER COLLECTION AND TREATMENT SYSTEMS COMPREHENSIVE PLAN UPDATE

Contract Agreement 2005-293	\$	346,200.00
Amendment Number 1	\$	0.00
Amendment Number 2	\$	35,038.00
Amendment Number 3	\$	24,880.00
TOTAL COST	\$	406,118.00

TOTAL COST OF ENGINEERING SERVICES FOR THE WASTEWATER COLLECTION AND TREATMENT SYSTEMS COMPREHENSIVE PLAN UPDATE	\$	406,118.00
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Respectfully submitted,

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

August 10, 2010

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

I hereby recommend that the Engineer's Certificate of Final Completion for ENGINEERING SERVICES FOR THE WASTEWATER COLLECTION AND TREATMENT SYSTEMS COMPREHENSIVE PLAN UPDATE be approved

Respectfully submitted,

Margaret Hornady
Mayor

RESOLUTION 2010-217

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for the Engineering Services for the Wastewater Collection and Treatment Systems Comprehensive Plan Update certifying that CH2M Hill, Inc. of Englewood, Colorado completed the work according to the terms, conditions, and stipulations of the agreement for such engineering services; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the Engineering Services for the Wastewater Collection and Treatment Systems Comprehensive Plan Update is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form
August 9, 2010

City Attorney



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G13

#2010-218 - Approving Renewal of Contract with MUNIS

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: August 10, 2010

Subject: Approving Annual Agreement for Financial Software Licensing and Support

Item #'s: G-13

Presenter(s): Mary Lou Brown, Finance Director

Background

On July 10, 2001, Council approved the purchase and implementation of the MUNIS integrated financial software system. In order to receive needed software upgrades and technical assistance from the company, it is necessary to enter into an annual Support Agreement.

Discussion

The total cost for the period of 9/14/2010 to 9/13/2011 is \$119,946 which includes: Operating System Database Administrative Support of \$22,369.20, MUNIS Module Support and Update Licensing of \$89,476.80, GUI Support of \$3,000 and IBM (Informix) IDS Support of \$5,100.00. The need for annual support and their related costs were presented to Council at the time of the initial purchase.

Alternatives

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

1. Approve the 2010-2011 Contract with Tyler Technologies, Inc for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the 2010-2011 Annual Financial Support Agreement with Tyler Technologies, Inc.

Sample Motion

Move to approve the Annual Financial Support Agreement with Tyler Technologies, Inc.

Annual Agreement For Operating System & Database Administration Support

Invoice to: City of Grand Island

Contact: Mary Lou Brown

Address: P. O. Box 1968 Grand Island, NE 68802

Telephone: (308) 385-5444

This Agreement (herein "Agreement") is entered into between City of Grand Island (CUSTOMER) with its principal place of business at P. O. Box 1968 Grand Island, NE 68802 and Tyler Technologies, Inc., MUNIS Division (MUNIS) with its principal place of business at 370 US Route One Falmouth, Maine, 04105 on this 15 day of July, 2010.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

CUSTOMER agrees to purchase and MUNIS agrees to provide the services listed below in accordance with the following terms and conditions.

I. Term of Agreement:

This Agreement is effective as of 09/14/2010 and shall remain in force until 09/13/2011 (one year term). Upon termination of this Agreement CUSTOMER may renew the Agreement for subsequent one year periods at the then current fee structure as established by MUNIS.

II. Scope of the Agreement:

Both parties acknowledge that this Agreement covers the services described below, for the operations of:

X City/Town School County Other
(This Agreement is limited to only those entities marked.)

III. Payment:

1. CUSTOMER agrees to pay MUNIS \$22,369.20, for the services as described below. This payment is due and payable upon execution of the Agreement.
2. Additional Charges. Any maintenance performed by MUNIS for CUSTOMER who is not covered by the Agreement will be charged at the then applicable time rate. All materials supplied in connection with such non-covered maintenance or support will be charged to CUSTOMER. Any additional charges will be added to the next invoice submitted to CUSTOMER and shall be due on the same date as the other charges included in that invoice.

IV. Covered System:

Specified Hardware System:
Dell PowerEdge 6850
Windows 2003

Database Products:
Informix IDS 11 WGE
50 Users

V. Terms and Conditions for Support:

1. Scope of Services: MUNIS will provide the following services for the benefit of CUSTOMER.
 - a. OS/DBA Service is available during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement.
 - b. OS/DBA related trouble calls can be placed by dialing 1-800-772-2260 and choosing option 3, then choosing option 5. . . At particular times, your call may be forwarded to the OS/DBA mailbox at extension 5545. In either case, your call will be recorded and answered on a first in first out basis, except on reports that declare your system is down, which are moved to the head of the queue.
 - c. The Windows System Administration services are restricted to the Application Server that MUNIS is installed on. In cases where a stand by server is employed, the stand by server is included as long as the stand by server is only used in the event of the primary application server failing. Specifically, the standard OS/DBA contract for Windows System Administration support is intended to be for a single Windows Server; the MUNIS Application Server.
 - d. Database: The intended coverage for a standard OS/DBA contract is for a single MUNIS Application Server running any number of MUNIS Application modules utilizing 1 live and 1 training database. Therefore, the Database Administration services are restricted to 2 MUNIS Databases, defined as one live database and one training database.
 - (1) In cases where multiple live databases exist, as is the case when more than one business entity shares the MUNIS Application Server, each additional separate business entity is required to contract for the Database Administration Services portion of the OS/DBA Services contract separately at a rate of 50% of the quoted OS/DBA contract price. In this event, one of the business entities sharing the MUNIS Application Server is required to purchase the OS/DBA contract at full price.
 - (2) In cases where multiple databases exist, and all databases belong to a single business entity, only one live and one training database will be covered. Each additional database pair of one live and one training, or one live and no training, must be contracted for separately at the rate of 50% of the quoted OS/DBA contract price.
 - e. MUNIS Application Software: MUNIS GUI: The standard OS/DBA service includes coverage for one or two complete sets of MUNIS GUI application programs and forms, defined as one live set and one training set.
 - f. MUNIS Required Foundation Software
 - (1) The standard OS/DBA contract includes a single installation of all MUNIS required foundation software.

- (2) MUNIS required foundation software is defined as any software required to run MUNIS. This includes Database Engine software, Informix 4GL Runtime software, Informix Dynamic 4GL software and 4J's Universal Compiler Runtime software.
- (3) In no case does the OS/DBA contract supply support for any Microsoft Product including the PC operating system.
- g. In cases where multiple installations of foundation software exist for any purpose other than as required for a stand by or back up server configuration, such as a development installation, only the installation required to run MUNIS is covered under the standard OS/DBA contract.
- h. The scope of the service provided by a standard OS/DBA contract is restricted to the installation and configuration of MUNIS Application software and MUNIS required foundation software as originally installed on the MUNIS Application Server.
- i. Further services in the category of Windows System Administration are limited to administrative tasks on the installed Operating System.
- j. Further services in the category of Data Base Administration are limited to administrative tasks on the installed Database Engine software.
2. **Limitations and Exclusions:**
- a. This Agreement does include the installation and configuration of a new or upgraded server once every two years.
- b. This Agreement does not include the installation and configuration of a new Informix Engine.
- c. This Agreement does not provide support for software not required to run MUNIS.
- e. This Agreement does not provide support for software required but not recommended (i.e. terminal emulation software that has not been recommended by MUNIS).
3. **CUSTOMER Responsibilities:**
- a. CUSTOMER shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
- b. CUSTOMER shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. CUSTOMER shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by CUSTOMER in each instance.
4. **Non-Assignability:** CUSTOMER shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by CUSTOMER for services under this Agreement. CUSTOMER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE. EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF CUSTOMER'S CLAIM.

VI. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with, the laws of the client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both CUSTOMER and MUNIS.
3. **Suspension:** Support and services will be suspended whenever CUSTOMER's account is thirty days overdue. Support and services will be reinstated when CUSTOMER's account is made current.
4. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of MUNIS, Inc.

CUSTOMER¹²

Tyler Technologies, Inc., MUNIS Division



Richard E. Peterson, Jr., President

July 15, 2010

Date

Date

¹²CUSTOMER's acceptance signature is optional. Payment of this contract by CUSTOMER signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE**

Invoice to:	City of Grand Island	Contact:	Mary Lou Brown
1181	PO Box 1968		
Address:	Grand Island, 68802	Telephone:	308.385.5444

This Support and License Agreement (herein "Agreement") is entered into between City of Grand Island
(Licensee) with its principal place of business at 100 East First Street, Grand Island, NE
and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One,
Falmouth, Maine, 04105 on this
14th day of September 2010

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 09/14/10 and shall remain in force until 09/13/11 (one-year term).
Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: ☒ City/Town/Village ☐ School ☐ County ☐ Other
(This Agreement is limited to only those entities marked.)

III. Payment

- Licensee agrees to pay MUNIS \$ 89,476.80, for licensing and support services, as described below.
This payment is due and payable upon execution of the Agreement.
- Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

This Agreement is limited to the following listed products which are registered for Licensee's Windows 2003 system.

Application:

Accounting/GL/BG/AP	F
Accounts Receivable	F
Employee Self Service	D
Fixed Assets	F
General Billing	F
HR Management	D
UB Special Assessments	D
MUNIS Crystal Reports	F
MUNIS Office	F
Payroll	D
Project & Grant Accounting	F
Purchase Orders	F
Requisitions	F
Timekeeping Interface	D
Tyler Forms Processing	F

Application:

Tyler Technologies, Inc., MUNIS Division


Richard E. Peterson, Jr., President

Licensee¹

Date

Date

July 14, 2010

* Current Billable Service Rates are available on request.

Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

¹ Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
 - a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
 - b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
 - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
 - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
 - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
 - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
 - a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
 - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
 - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
 - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

RESOLUTION 2010-218

WHEREAS, on July 10, 2001, by Resolution 2001-180, the City of Grand Island approved the proposal of Process, Inc., d/b/a Munis, to implement new accounting software with an integrated financial program; and

WHEREAS, in order to receive continued upgrades and technical assistance from the company, it is necessary to enter into an annual Financial Support Agreement; and

WHEREAS, the cost for the period of September 14, 2010 to September 13, 2011 for Operating System Database Administrative support is \$22,369.20; and

WHEREAS, the cost for the period of September 14, 2010 to September 13, 2011 for Munis Module support and update licensing is \$89,476.80; and

WHEREAS, the cost for the period of September 14, 2010 to September 13, 2011 for GUI support is \$3,000.00; and

WHEREAS, the cost for the period of September 14, 2010 to September 13, 2011 for IBM (Informix) IDS Support is \$5,100.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual Financial Support Agreement by and between the City and Tyler Technologies, Inc. for the amount of \$119,946.00 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2010.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
August 6, 2010	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item G14

#2010-219 - Approving Employee Assistance Plan EAP Contract

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 10, 2010

Subject: Approval of Employee Assistance Plan (EAP) Contract

Item #'s: G-14

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City Of Grand Island has provided its employees with an Employee Assistance Program (EAP) benefit for the past thirteen years. This benefit is designed to provide employees with mental health or substance abuse counseling by qualified mental health professionals. The services provided assist employees with matters of a personal nature. The City has also benefited from management training and in-house employee training on various issues dealing with things like sexual harassment, parenting, stress management, budgeting, etc. The City currently has a contract with Family Resources of Greater Nebraska that will expire September 30, 2010.

Discussion

The City advertised a request for proposals for interested parties to provide EAP services to the employees at the City of Grand Island. Six proposals were submitted by vendors. Finalists that best met the criteria advertised were interviewed. Family Resources of Greater Nebraska PC is the vendor being brought forward for consideration to provide EAP services.

Currently the City pays \$14,475 per year to Family Resources to provide EAP services to City employees. The contract being recommended for approval is for \$10,000 per year to provide these same services. During Family Resource's presentation, they expressed a desire to be a strong community partner and understand the belt tightening that is occurring through the budget process. Through the negotiation process annual fees were reduced by \$4,475 per year. This represents a 30% reduction over previous years. They have guaranteed this price for the three year duration of the contract. The services provided by Family Resources are outlined in the attached contract.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the contract with Family Resources of Greater Nebraska PC to provide EAP services to City employees.

Sample Motion

Move to approve the contract with Family Resources of Greater Nebraska to provide EAP services to City employees.



Dale Shotkoski, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
EMPLOYEE ASSISTANCE PROGRAM**

RFP DUE DATE: July 6, 2010 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: June 14, 2010

NO. POTENTIAL BIDDERS:

SUMMARY OF PROPOSALS RECEIVED

Primark, Inc
Grand Island, NE

People Resources, Inc
St. Louis, MO

Anne Buettner, MA
Grand Island, NE

Family Resources of Greater Nebraska P.C.
Grand Island, NE

Directions Employee Assistance Program, LLC
Lincoln, NE

EMPAC, Inc.
Wichita, KS

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

Terri Svoboda, HR Specialist
Mary Lou Brown, Finance Director

P1423

EMPLOYEE ASSISTANCE PROGRAM CONTRACT
between
The City of Grand Island
and
Family Resources of Greater Nebraska PC



Serving Individuals, Families & Businesses

October 1, 2010 – September 30, 2013

July 28, 2010

FAMILY RESOURCES OF GREATER NEBRASKA PC EMPLOYEE ASSISTANCE PROGRAM

EMPLOYER AGREEMENT

This Agreement is made by and between **Family Resources of Greater Nebraska, PC**, a Nebraska professional corporation, (hereinafter FRGN) and **the City of Grand Island** (hereinafter Employer.)

Whereas, FRGN provides Employee Assistance Program services; and

Whereas, Employer desires to provide such services to its employees;

Now therefore, the parties agree that Employer will purchase from FRGN, Employee Assistance Program services for its employees in the manner and on the terms and conditions as set forth below.

Term and Termination: This agreement shall be for a term of three years commencing October 1, 2010. Either party may terminate this Agreement at any time upon sixty days prior written notice to the other party.

Eligibility for Services: The services provided by FRGN under this agreement shall be available to Employer's employees and employee family members, hereinafter called clients. Employee family members as used herein shall mean:

- a. the employee's spouse;
- b. the employee's domestic partner
- c. the employee's minor children;
- d. the employee's parents, siblings or others who regularly reside with the employee and are legal dependents of the employee.

Fees: For services provided under this agreement, the Employer shall pay FRGN an annual fee of \$10,000.00; total contract fee of \$30,000.00 to be billed on a quarterly basis yearly. The fee shall be paid quarterly each year in installments equal to twenty-five percent (25%) of the annual which will be billed in the amount of \$2500.00.

The City of Grand Island agrees to submit an updated employee roster on a quarterly basis.

CONTRACT RENEWAL OPTION

The City of Grand Island may have the option to request renewal of the contract on a year to year basis at the conclusion of this agreement. Request for renewal should be made a minimum of sixty days prior to October 1, 2013, however a cost adjustment may occur. Should an agreement to extend the contract be reached between the City of Grand Island and FRGN, a simple one page renewal extension form would be submitted.

If this agreement is terminated by either party during a period for which payment has already been made, FRGN shall refund to the Employer within thirty (30) days after the effective date of termination, the pro-rata portion of fees paid for the period of time following termination.

Program Services: In consideration for the fee described in paragraph 3, FRGN will provide program services that are designed to identify and resolve problems for clients impaired by personal concerns. These services may vary from case to case depending upon the nature of the client's presenting issue(s) and the various resources available for its resolution, but shall generally include the following **Employee Assistance services**:

- a. Meet with client for assessment of presenting issues and/or concerns.
- b. Develop and recommend a plan of action.
- c. When clinically appropriate, mental health/substance abuse professionals shall provide short-term, solution-focused counseling to assist clients resolve concerns.
- d. When clinically appropriate, refer within FRGN or to outside professionals, for appropriate diagnosis, treatment, on-going therapy and/or assistance.
- e. Where the client is referred for treatment, on-going therapy and/or assistance, provide follow-up contact to monitor progress and assist with post-treatment planning.
- f. Assist with assessing insurance or other third-party payment of expenses of outside services to which referred.

Employer services:

Consult with and train appropriate persons within the Employer's organization to identify and resolve job-performance issues relating to employee concerns.

The above services shall be limited in quantity to those services purchased by Employer and described in EXHIBIT A, attached hereto. Additional services described in EXHIBIT B are also available to Employer on an as-needed basis at the fees stated therein.

This Employee Assistance Program shall not provide medical diagnosis or treatment, long term counseling, psychiatric care, legal advice or financial advice, but may refer employees to appropriate resources within FRGN or to other professionals that provide those services.

Access to Services: All initial contacts by the client shall be with FRGN's Grand Island office, either in person or by telephone. Assessment and counseling services for clients will be provided at the offices of FRGN in Grand Island unless it is in the best interest of the client to be served in another location with services provided by a FRGN affiliate provider.

Additional Services: If a client is referred for services beyond those provided under this Agreement, the clients will be advised of this and his/her financial responsibility for the cost of such services, and assisted in evaluating any available health insurance reimbursement or other third-party coverage. Such services may, when deemed appropriate, be provided by FRGN or an affiliate described in paragraph 5 above.

Reports: FRGN shall provide annual and quarterly reports to the Employer that shall contain the following information:

Quarterly:

- a. Total number of client inquiries regarding program services.
- b. Total number of clients who actually used the services.

Annually as requested:

- c. Total number of contacts with employees and family members.
- d. Whether the contacts were in person or telephone sessions.
- e. What additional referrals, if any, were made to professional or community resources.
- f. Nature of referrals to services, (i.e., whether they were self-initiated, initiated by a family member or by the Employer.)
- g. Such other information to which the parties mutually agree.

Employer's Obligations: In addition to payment of fees as provided in paragraph 4 herein, the Employer shall:

- a. Provide FRGN with a current employee roster, including employee's mailing address and update such information on a quarterly basis.
- b. Appoint an internal employee assistance coordinator to plan and assist in implementing the program and act as Liaison with the program.
- c. Provide FRGN with a copy of all employment policies currently in force.
- d. Provide FRGN with current hospitalization and health insurance policies and other employee benefits relevant to the program to enable FRGN to make effective referrals.

Confidentiality: Reports and information provided to Employer shall be summaries and shall not identify any employee or family member by name or other identifier. Information regarding any identified or identifiable individual employee or family member shall be confidential, and shall not be provided to the Employer without the individuals' expressed written consent. A copy of FRGN's Policy on Client Confidentiality is attached to this agreement.

HIPAA Privacy Rule: Family Resources of Greater Nebraska agrees to the provisions of these requirements to protect the interest of all parties and agrees to provide each client with the appropriate HIPPA documentation.

Miscellaneous: The laws of the State of Nebraska shall govern this agreement. This agreement may not be assigned, except as provided in paragraph 5 regarding FRGN affiliates, without the written agreement of both parties. The foregoing constitutes the entire agreement of the parties and supersedes all prior agreements either oral or written.

IN WITNESS THEREOF, the parties have executed this agreement on _____, 2010.

City of Grand Island

*Family Resources of Greater
Nebraska, PC*

By: _____
Mayor

By: *Dan Larson*
President

Attest:

By: _____
City Clerk

Resolution # _____

Approved as to Form:

By: *D. M. Sheldahl*
City Attorney

EXHIBIT A

Employee Assistance Program Services Purchased by The City of Grand Island From Family Resources of Greater Nebraska, PC

Six Session Per Incident EAP

Provide up to six 50-minute sessions per family member per incident with a licensed mental health professional or substance abuse counselor, per contract year. Sessions for initial consultation and assessment are included in the six-session limit. A substance abuse evaluation does require the use of two of the six sessions to complete. Sessions remaining after the assessment is completed may be used for short-term, solution focused therapy if such therapy is determined by the assessing clinician to be clinically appropriate. Sessions are available to all full and part time employees, their spouses, life partners, significant others if in two year minimum relationship, their dependent children under the age of 22, and dependent parents who resides with the employee (proof of residence and dependency required).

Provide up to two follow-up phone contacts per client, per incident if deemed necessary by the therapist.

Provide 24-hour emergency telephone access to a licensed mental health professional.

Provide up to four employee orientation meetings for new hires upon request of personnel department as well as unlimited access via the Family Resources website.

Provide up to twenty hours of onsite supervisory and/or employee Wellness Education In-services, when requested. Topics to be selected from the following but not limited to the following:

Critical Incident Stress Debriefings	Stress
Behavioral Issues	Alcohol and Drugs in the Workplace
Parenting	Alcohol Awareness
Home Budgeting	Time Management
Balancing Work & Home	Employee Burnout
Depression	Working with Difficult Employees

Provide Mandatory Supervisory Sessions upon request and obtain all necessary paperwork to conduct business with referral source. At the discretion of Family Resources staff, up to six sessions may required per mandatory referral, at no additional cost to the city. This process would not affect an employees' personal sessions.

Provide sufficient posters at Employer's sites to promote EAP services.

Provide electronic newsletters up to six times per contract year to the office of Human Resources for inclusion in the city's employee newsletter.

Compile and submit quarterly utilization reports to the Employer Liaison.

Provide up to 50 hours per contract year of telephone consultation with licensed mental health professionals for Employer's designated managers. The time of each call will be recorded and counted against the annual total. The minimum time recorded shall be 10 minutes. Response time for this consultation will be 15 minutes for those calls designated as an "emergency" by Employer's designated managers and 2 hours for all other calls. (Employer will provide FRGN with list of managers/administrators approved to receive this service)

EXHIBIT B

Additional Employee Assistance Program Services Available to The City of Grand Island From Family Resources of Greater Nebraska, PC

*The following services are available on an as-requested basis.

On-site critical incident stress debriefing services: \$150.00/counselor/hour (including travel time)

This service includes the following: FRGN shall provide a qualified mental health provider who will serve as the coordinator of Critical Incident Stress Debriefing services. This mental health provider will work closely with Employer's existing in-house team of trained professionals and will serve as the contact for initiation of services, contact and coordination of the team, oversee periodic meetings and training and will serve as the mental health provider at each incident as requested by Employer. The mental health provider's time will be recorded in minimum segments of at least 15 minutes and charges for the service will be billed to Employer quarterly.

Additional phone consultation with designated managers @\$25.00 per call. This service allows Employer the opportunity to purchase telephone consultation in addition to the 10 hours provided in Exhibit A.

Additional follow-up phone calls for employees and covered family members @ \$25.00 per call. This service allows employer the opportunity to purchase additional follow-up services beyond the two follow-up contacts provided in Exhibit A. (This service may be helpful for clients using EAP services because of a supervisory referral.)

With the prior approval of Employer, in-person, follow-up for employees or covered family members @ \$80.00 per hour

Behavioral health educational in-services: \$150.00/hour.

Interpretation Services: \$50.00 per hour

Contracted interpreters must meet certain standards as set forth by the management of Family Resources of Greater Nebraska.

Group Conflict Resolution: \$150.00 per hour plus mileage

Emotional Quotient Inventory: \$200.00 per employee

- Includes testing, scoring, individual employee report, one department report, and one department follow-up session with Family Resources staff.
- Recommended delivery through departments
- Can be contracted for one department up to full staff

Confidentiality Policy Employee Assistance Program

As an Employee Assistance Program Provider, Family Resources of Greater Nebraska (FRGN) strives to maintain the highest standards of program confidentiality to comply with legal and ethical mandates and meet the needs of our clients. In this regard, we have established specific guidelines for our own professional conduct with respect to protecting the confidence of client company employees and immediate family members.

Basic Philosophy: Except as noted in subsequent sections, FRGN, including our clinicians, staff, sub-contractors and affiliates will refrain from disclosing or communicating any information identifying and/or describing a user of our services to anyone, including an employee's family, fellow employees or supervisors, or any other persons outside our organization.

Release of Confidential Information: When assistance of any employee is requested by that person's employer and/or supervisor, we will request that the employee sign a Release of Information Form allowing our clinicians (including sub-contractors, consultants and affiliates) to communicate with the company and/or supervisor to facilitate the documentation, assessment and resolution of work-related performance problems. That release shall specify the information that may be disclosed, the purpose for such disclosure, and the effective period during which confidential information may be released to a specific party. If the employee declines to sign the Release of Information Form, we cannot confirm that the employee is a client. The company and/or supervisor may request such a release from the employee in conjunction with reviewing the performance-based consequences that will occur if the clinician cannot provide the company/supervisor with reason to expect a realistic improvement in the employee's job performance. We will request from the employee a signed Release of Information Form, which authorizes the EAP to release information to the company and/or supervisor when documentation of work performance or relationships appears necessary for making an accurate assessment or to ensure appropriate action on the part of the employee or supervisor in resolving the problem.

Communication with Treatment Providers: When an employee's issues necessitate referral to a treatment provider outside of FRGN, the employee will be asked to sign a Release of Information Form allowing our clinician or consultant to share relevant assessment information with the intended treatment provider. If it is not possible to obtain a written release (as in telephone assessment), the clinician will ask for verbal permission to release the aforementioned information and will document in the employee's record whether permission is verbally granted.

Communication of Aggregate Information: In the case of employees who refer themselves to FRGN or who are referred by a family member, we will verify such referrals only through aggregate demographic data reported to the company on a quarterly basis. The same type of information will be reported on employee family members who use our services. This demographic information does not contain data that could be used to identify specific individuals and/or family members.

Disclosure Without a Release: Federal or state laws may, in specific instances, require the disclosure of employee information irrespective of a signed and authorized release form. When a clinician has reasonable suspicion that physical or sexual abuse of a child or vulnerable adult has occurred or that there is a threat of harm to oneself or another person by the employee or an immediate family member, then disclosure to the appropriate authorities is necessary and, in many instances, legally mandated. Records may also have to be released without a signed consent by the employee or family member if subpoenaed by a court of law.

Security Clearance: With client companies whose employees have security clearances, FRGN agrees to work cooperatively with security personnel, within established State and Federal guidelines, on medical records and information. FRGN requests that the company's personnel and/or department charged with overseeing and maintaining security continues to assume primary responsibility to ensure the integrity of the company security system. Security personnel will need to manage and assess security issues with those employees referred by self or the company for EAP services. If security obtains a signed consent from a referred employee for the disclosure of confidential information to the company and/or security personnel, FRGN will provide the designated information that may be needed by security personnel to assess the employee's risk in this respect. In the absence of a signed and authorized release, the employer must assume the responsibility for monitoring employees deemed to be a risk for breaching security.

POINTS OF CLARIFICATION

INTERPRETOR NEEDS:

Family Resources of Greater Nebraska agrees to provide interpretive services if and when any employee of the City of Grand Island and/or their family members as covered in the EAP, who do not speak proficient English or who may be hearing impaired, requests utilization of the EAP services. The City of Grand will be billed all fees, in addition to the basic contract amount, incurred by Family Resources through interpreter contracting. See fee schedule. **Spanish Counseling services are provided in the Grand Island office of Family Resources only.**

EMPLOYEE LIST:

The City of Grand Island must agree to provide a current employee list at the beginning of each quarter of the contract to be utilized for employment verification at the initial time of service.

HANDLING OF HARRASSMENT ISSUES:

Should any therapist providing service to any employee of the City of Grand Island become aware of any type of harassment issues occurring in the workplace, it will be the policy of Family Resources of Greater Nebraska to request said employee to sign a release of information so that open communication can begin between the employee, the therapist, and the Personnel Administrator for the City of Grand Island.

RANDOM DRUG TESTING FOLLOW-UP:

In accordance with a organization's drug testing policy, Family Resources through the contracted EAP service, would provide counseling and evaluation services, up to six sessions, to any employee who tests positive for drug use in the workplace. These mandatory sessions do not count against an employees' personal sessions. Complete substance abuse evaluations require the use of two of the six EAP sessions available to any one individual to complete.

CONFLICT RESOLUTION SERVICES:

If conflict resolution is needed between two employees, their individual EAP sessions may be utilized. If conflict resolution services are needed between three or more people or within a total department, additional group conflict resolution services may be purchased. See fee schedule.

LOCATION OF SERVICE DELIVERY:

All EAP services would be delivered in the Family Resources of Greater Nebraska offices in Grand Island, Kearney or York, NE unless it is in the best interest of the client to be served by an affiliate provider in another location. Practice staff will determine this need upon initial contact with the Family Resources office.

RESOLUTION 2010-219

WHEREAS, the City of Grand Island advertised a request for proposal for its Employee Assistance Plan (EAP); and

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

WHEREAS, Family Resources of Greater Nebraska PC is the vendor recommended to provide services for the EAP; and

WHEREAS, the proposed contract is for \$10,000 per year for the contract duration of three years;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve a contract with Family Resources of Greater Nebraska PC for the City's Employee Assistance Plan (EAP).

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item H1

**Consideration of Amendment to Fonner Park Conditional Use
Permit for Primitive Pads at the Fonner R.V. Park for the 2010
State Fair**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: August 10, 2010

Subject: Request of Sallie Atkins, Chairman, Nebraska State Fair Board to Amend the Conditions of the Approved Conditional Use Permit for the Recreational Vehicle Camper Site at 915 E. Fonner Park Road

Item #'s: H-1

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request for approval to allow for modification to the construction of a recreational vehicle camper site at Fonner Park, in the northeast corner adjacent to Fonner Road and Stuhr Road. The current zoning classification of the site is B-2, a general business zone, which requires campgrounds to come before the City Council and receive approval in the form of a conditional use permit. The original request was approved by the City Council on June 8, 2010.

Discussion

The City code provides for campgrounds with the following conditions specified in the code; 36-69 (B) 2. (a) Developer shall submit a diagram of the proposed camp ground including a plot plan of the pads, landscaping plan, utility plan and interior street plan with the application for a conditional use permit.

(b) A minimum of one toilet and one lavatory for each sex shall be provided for the exclusive use of the park occupants. An additional toilet and lavatory for each sex shall be provided for each fifteen (15) sites or fraction thereof.

(c) All RV pads shall be provided with a landscape buffer yard as identified in the landscaping section of this code.

(d) Pads shall not be accessible from any public way.

Additionally section 36-6 Definitions, require Recreational Vehicle Pads: a space for parking a recreational vehicle within a campground or other allowed place consisting of no less than 800 square feet with a minimum width of 12 feet. Improvements included within the pad space include 1 hard surfaced improved parking space of not less than 180 square feet (20x9 or 18x10) and 2 hard surfaced improved parallel tire pads of not less than 2.5 feet by 24 feet.

The applicant is requesting at this time to be allowed to provide primitive sites for any sites they are not able because of time constraints to provide services for at the time of the state fair event. It appears that of the 211 spaces proposed only about 50 to 100 will have utility connections. The remaining sites will not have any electric, water or sewer connects. This is contrary to the original proposal requiring the city council to amend the original approval.

Alternatives

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

1. Approve the request, finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Disapprove or /Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and a finding of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

Recommendation

Approve the request to modify the conditional use permit for a camper site with the condition that sites without utility services will only be utilized during the 2010 State Fair event from August 27, 2010 to September 6, 2010. Finding that the proposed use and application promotes the health, safety, and general welfare of the community, protect property against blight and depreciation, and is generally harmonious with the surrounding neighborhood. After the first year of operation the park shall provide all the required improvement for each subsequent year based on the number of improved parking pads in the identified schedule of the original approval. The restroom facilities shall be provided for the number of improved pads in each subsequent year. All of the required landscaping and road improvement shall be provided within the first year prior to operation.

Sample Motion

Move to approve the request for modifications to the conditional use permit to allow for primitive camper sites during the 2010 State Fair from August 27th through September 6th, 2010 as identified in the staff memorandum and presented at the City Council meeting and finding that the application conforms to the purpose of the zoning regulations.



July 31, 2010

Jeff Pederson, City Administrator
Grand Island City Council
100 East First Street
Grand Island, NE 68801

Mr Pederson:

The Nebraska State Fair Board hereby requests permission to allow the pads for the RV Park being constructed at the new Nebraska State Fair site at Fonner Park to remain primitive through the 2010 Fair.

The reason for this request is to be able to have as many sites at the RV Park available for use during the State Fair as possible.

Following the State Fair, the Nebraska State Fair Board would move forward with our original agreement to pave the RV parking sites in phases.

Thanks for your consideration on this matter. We look forward to hearing from you. You can communicate your decision with Tam or you are welcome to contact me by phone or email:
Ph: 308-645-9046 or sallieatkins@yahoo.com.

Sincerely,

Sallie Atkins, Chairman
Nebraska State Fair Board

pc: Tam Allan
Joseph McDermott



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item I1

**#2010-220 - Consideration of Request from GI Hospitality, Inc.
dba GI Hospitality, 805 Allen Drive for a Class "I" Liquor License
and Liquor Manager Designation for Demi Menke, Doniphan,
Nebraska**

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-220

WHEREAS, an application was filed by GI Hospitality, Inc. doing business as GI Hospitality, 805 Allen Drive 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 31, 2010; such publication cost being \$14.73; and

WHEREAS, a public hearing was held on August 10, 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 Demi Menke, Doniphan, Nebraska as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
August 6, 2010	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item J1

Approving Payment of Claims for the Period of July 28, 2010 through August 10, 2010

The Claims for the period of July 28, 2010 through August 10, 2010 for a total amount of \$2,395,898.00. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item J2

**Approving Payment of Claims for the Period of July 28, 2010
through August 10, 2010 for the Veterans Athletic Field Complex**

*The Claims for the Veterans Athletic Field Complex for the period of July 28, 2010 through
August 10, 2010 for the following requisitions.*

#23 \$19,513.80

A MOTION is in order.

Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 23

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>
Ensley Electric Services Inc	PO Box 5822 Grand Island, NE 68802	\$6,445.00	Electrical service to well and maintenance building
Diamond Engineering	PO Box 1327 Grand Island, NE 68802	\$11,612.56	Sanitary sewer line, electrical conduit and utility improvements
Aurora Coop Elevator	1140 S Lincoln Ave Grand Island, NE 68801	\$310.00	Soil sampling
Ace Irrigation	4740 E 39 th Kearney, NE 68847-9789	\$1,146.24	Storm drainage extension

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 30 day of July,
2016.

CITY OF GRAND ISLAND,
NEBRASKA, as Owner

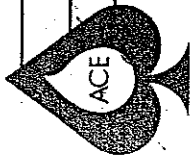
By Mary Lou Brown
Owner Representative

Schedule of Bills

Vendor		Invoice		PO # WO#		Check # Amount	
Org	Object	Name/Number		Description			
40044450	90122	PARKS & RECREATION		ATHLETIC COMPLEX			
	1	2320 ACE IRRIGATION		STORM DRAINAGE EXTENSION 90'		148717	1,146.24
	1	119 AURORA COOP ELEVATOR		SOIL SAMPLES-VETS COMPLEX		439683	200.00
	1	119 AURORA COOP ELEVATOR		SOIL SAMPLING AT VETS COMPLEX		439682	110.00
	1	154 DIAMOND ENGINEERING CO		ADDITION/SEWER LINE & CONDUIT		07/19/10 PMT 7	8,902.20
	1	154 DIAMOND ENGINEERING CO		UTILITY IMPROVEMENT VETS FIELD		07/19/10-PMT 7	2,710.36
	1	180 ENSLEY ELECTRIC SERVICES INC		ELECTRICAL SERVICE WELL		4255	6,445.00

40044450 Org Total 19,513.80

COPY



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 68847-9789 • (308) 237-5173

FAX (308) 236-5768

sales@ace Nebraska.com

CITY OF GRAND ISLAND (PARKS DEPT)

ATTN: GREG BOBBELMAN

100 E 1 ST

P.O. BOX 1968

GRAND ISLAND, NE 68802-1968

(308) 385-5424 FAX (308) 000-0000

S
H
I
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T
O

VETERANS SPORTS COMPLEX
HWY 281 & BROADWELL STREET, JUST NORTH
GRAND ISLAND, NEBR.
PER FRED WITH DIAMOND ENGINEERING CO.
STEVE PAUSTIAN.

INVOICE

DATE	W.O/INVOICE NO.	SALESPERSON
7/22/2010	148717	CODY

NO MERCHANDISE TO BE RETURNED WITHOUT
AUTHORIZATION FROM THIS OFFICE CLAIMS FOR
SHORTAGE TO BE MADE WITHIN TEN DAYS.

DESCRIPTION	P.O. NUMBER	CUST. NUMBER	BACKORDERED FROM	DATE SHIPPED	SHIPPED VIA	TERMS	PAGE	1 OF 1
41Y40-SP1FRED/DIA		5844		7/07/2010	DIAMONDENG	NET 30		

PART NUMBER	QTY. ORD	QTY. SHIP	QTY. B/O	DESCRIPTION	LIST PRICE	UNIT	NET EACH	NET AMOUNT
3-24205	2	2		024" X 30' 16 GA SPIROL W/RR 2 2/3 X 1/2	17.91	FT	17.9100	1074.60
3-4245A	2	2		ANNUAL BAND 24" X 50 WIDE	35.82	EA	35.8200	71.64
3-BOLTS	6	6		BOLT 1/2" X 6" CARRIAGE BAND BOLTS		EACH		
3-NUT12F	6	6		NUT 1/2" (FLANGED) ZINC PL		EACH		
Voucher #								
PO #				23124				
Vendor #				2330				
Invoice #				148717				
Description				Culvert Extension of daylight ditches				
Approved by				Date 7-22-10				
Org-obj#				Amount				
				1,146.24				
				40044450-90122				

SUBTRACT	IF PAID IN TEN DAYS	11.46	1146.24
			1146.24

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



100 E 1st St * PO Box 1968 * Grand Island NE 68802-1968
(308) 385-5444 Ext 193

Purchase Order

Fiscal Year 2010

Page 1 of 1

B
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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68802
308-385-5444 EXT 290
308-385-5488 FAX

V
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ACE IRRIGATION
4740 E 39TH ST
KEARNEY NE 68847-9789

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T
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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68802
308-385-5444 EXT 290
308-385-5488 FAX

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

23124-00

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				22699			
Date Ordered	Vendor Number	Entered By	Requested By			Department/Location	
07/22/2010	2320	pattib	Patti Buettner			PARKS & RECREATION	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
-	CULVERTS FOR DAYLIGHT DRAINAGE DITCH EXTENSION			1.0	Each	\$1,146.240	\$1,146.24
	40044450 - 90122						
	40044450 - 90122						

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

PO Total

\$1,146.24

GRAND ISLAND UPTOWN
AURORA COOPERATIVE
1140 S LINCOLN AVE
GRAND ISLAND NE 68801
308-382-3030

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INVOICE

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PAGE 1
INVOICE NO. 439683
ORDER DATE 05/20/10
ACCOUNT NO. 0013210370
BATCH 333

CITY OF G I - PARKS DEPT
PO BOX 1968
GRAND ISLAND NE 68802-1968

P.O.#	SHIP DATE	TERMS	SLS LOC			
	05/20/10	25th Follow Mo	CO 120			
PACKAGES SOLD	DESCRIPTION		UNITS SOLD	UNIT PRICE	EXTENDED	
	Doc #743650 5/19/10 Invoice 1					
	064956					
4 EAC	Soil sample-composite fertili		4 EAC	50.0000	200.00	
				TOTAL DUE	\$\$	200.00

Nicole,
Original invoice was never sent or picked up.
I asked that they send me a copy for processing.
Patty

Voucher #

PO #	21061		
Vendor #	119		
Invoice #	439683		
Description	Soil Sample- Vet's complex		
Approved by	PA	Date	7-14-10
Org-obj#	40044450-90122	Amount	200.00

GRAND ISLAND UPTOWN
AURORA COOPERATIVE
1140 S LINCOLN AVE
GRAND ISLAND NE 68801
308-382-3030

=====

PAGE 1
INVOICE NO. 439682
ORDER DATE 05/20/10
ACCOUNT NO. 0013210370
BATCH 333

CITY OF G I - PARKS DEPT
PO BOX 1968
GRAND ISLAND NE 68802-1968

P.O.#	SHIP DATE	TERMS	SLS LOC			
	05/20/10	25th Follow Mo	CO 120			
PACKAGES SOLD	DESCRIPTION	UNITS SOLD	UNIT PRICE	EXTENDED		
	Doc #743646 5/19/10 invoice 1 064967 chemical testing of soil					
2 EAC	Sampling Other - Grain, Feed,	2 EAC	55.0000	110.00		
				TOTAL DUE	\$\$	110.00

*note,
Original invoice was never sent or picked up.
I asked that they send me a copy.
fllt.*

Voucher #

PO #	21061
Vendor #	119
Invoice #	439682
Description	Soil Sampling at Vet's Complex
Approved by	<i>[Signature]</i>
Org-obj#	40044450 - 90122
Date	7-14-10
Amount	110.00

BID SECTION G - ELECTRICAL CONDUIT								
1	4" P.V.C. Conduit	\$ 6.00	1389 l.f.	\$ 8,334.00	1035.00 l.f.	\$ 6,210.00	\$ 6,210.00	\$ -
2	2" P.V.C. Conduit (CO #1 dated 2/9/2010 increased from 403 l.f. to 1353 l.f. for a difference of 950 l.f.)	\$ 1.76	1353 l.f.	\$ 2,381.28	655.00 l.f.	\$ 1,152.80	\$ 1,152.80	\$ -
3	Type 1 Pull Box (CO #1 dated 2/9/2010 increased from 4 e.a. to 9 e.a. for a difference of 5 e.a.)	\$ 560.00	9 e.a.	\$ 5,040.00	e.a.	\$ -		\$ -
TOTAL PROJECT COST:				\$ 212,665.60		\$ 189,995.51	\$ 177,771.76	\$ 12,223.75
5% Retainage								\$ (611.19)
TOTAL DUE THIS PAYMENT								\$ 11,612.56
DIAMOND ENGINEERING CO.				CITY OF GRAND ISLAND				
Signed	<i>Frank E. Hoising</i>	Date	7/19/10	Signed	<i>St. J. [Signature]</i>	Date	7-19-10	

Voucher #

\$8,902.20

\$2,710.36

PO #	22230 + 22116
Vendor #	154
Invoice #	07/19/10 PMT 7
Description	Utility Improvement # 7
Approved by	<i>[Signature]</i>
Org-obj#	40044450-90122
Date	7-19-10
Amount	11,612.56

40044450-90122

11,612.56



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

CITY OF GRAND ISLAND, NEBRASKA

PAYMENT NO.
DATE:

7
7/19/2010

UTILITY IMPROVEMENTS VETERANS ATHLETIC FIELD

Item No.	Description	Price Bid	Plan Quantities	Total Cost	Quantities Placed	Total Amount Completed	Amt. Paid Prev. Est.	Total Due This Est.
BID SECTION D - STORM SEWER								
				\$ -		\$ -		\$ -
1	Type D Modified Curb Inlet	\$ 1,605.00	1 e.a.	\$ 1,605.00	0.00 e.a.	\$ -	\$ -	\$ -
2	Area Inlet	\$ 1,445.00	3 e.a.	\$ 4,335.00	3.00 e.a.	\$ 4,335.00	\$ 4,335.00	\$ -
3	24" Reinforced Concrete Flared End Section	\$ 695.00	1 e.a.	\$ 695.00	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" MJ 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" MJ 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	\$ -

[illegible]



100 E 1st St * PO Box 1968 * Grand Island NE 68802-1968
(308) 385-5444 Ext 193

Purchase Order

Fiscal Year 2010

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

22116-00

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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68801
308-385-5444 EXT 290
308-385-5488 FAX

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DIAMOND ENGINEERING CO
PO BOX 1327
GRAND ISLAND NE 68802

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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68801
308-385-5444 EXT 290
308-385-5488 FAX

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
			21514			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
01/19/2010	154	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	UTILITY IMPROVEMENTS AT THE NEW VETERANS ATHLETIC FIELD COMPLEX AS PER BID, SECTIONS D, E, F AND G. RESOLUTION #2009-303. 40044450 - 90122		1.0	JOB	\$191,335.180	\$191,335.18
	40044450 - 90122					\$191,335.18

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

PO Total

\$191,335.18



100 E 1st St * PO Box 1968 * Grand Island NE 68802-1968
(308) 385-5444 Ext 193

Purchase Order

Fiscal Year 2010

Page 1 of 1

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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68801
308-385-5444 EXT 290
308-385-5488 FAX

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DIAMOND ENGINEERING CO
PO BOX 1327
GRAND ISLAND NE 68802

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS

Purchase
Order #

22230-00

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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68801
308-385-5444 EXT 290
308-385-5488 FAX

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
			21654			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
02/10/2010	154	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	CHANGE ORDER #1 - ADDITION OF 276' OF 6" SANITARY SEWER LINE AND ADDITION OF 950' OF 2" ELECTRICAL CONDUIT AS PER RESOLUTION 2010-39. 40044450 - 90122 \$8,902.20		1.0	Each	\$8,902.200	\$8,902.20
	40044450 - 90122 \$8,902.20					

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

PO Total

\$8,902.20

Ensley Electrical Services, Inc.

PO Box 5822

Grand Island, NE 68802

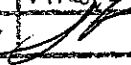
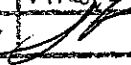
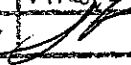
Phone (308) 382-8432 * Fax (308) 395-8102

Invoice

Date	Invoice #
7/12/2010	4255

City of Grand Island
Parks Administration
PO Box 1968
Grand Island, NE 68802

P.O. No.	TERMS
4071	Due on receipt

Description	Amount																
PURCHASE ORDER #22844-00 Electrical Service to Well and Maintenance Building--requested by Patti Buettner	6,445.00																
Voucher #																	
<table><tr><td>PO #</td><td>22844</td></tr><tr><td>Vendor #</td><td>180</td></tr><tr><td>Invoice #</td><td>4255</td></tr><tr><td>Description</td><td>Final Service to Well & Maint. Bldg.</td></tr><tr><td>Approved by</td><td></td><td>Date</td><td>7-14-10</td></tr><tr><td>Org-obj#</td><td>40044450-90122</td><td>Amount</td><td>6,445.00</td></tr></table>		PO #	22844	Vendor #	180	Invoice #	4255	Description	Final Service to Well & Maint. Bldg.	Approved by		Date	7-14-10	Org-obj#	40044450-90122	Amount	6,445.00
PO #	22844																
Vendor #	180																
Invoice #	4255																
Description	Final Service to Well & Maint. Bldg.																
Approved by		Date	7-14-10														
Org-obj#	40044450-90122	Amount	6,445.00														
We appreciate your business! Please pay from this invoice---no statement will be sent.																	
TERMS: Finance charges will be added to all invoices not paid within 15 days of invoice date.																	
Balance Due \$6,445.00																	



100 E 1st St * PO Box 1968 * Grand Island NE 68802-1968
(308) 385-5444 Ext 193

Purchase Order

Fiscal Year 2010

Page 1 of 1

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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68802
308-385-5444 EXT 290
308-385-5488 FAX

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS	
Purchase Order #	22844-00

**V
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ENSLEY ELECTRIC SERVICES INC
PO BOX 5822
GRAND ISLAND NE 68802-5822

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PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68802
308-385-5444 EXT 290
308-385-5488 FAX

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
		(308) 395-8102	22363			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
05/28/2010	180	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	ELECTRICAL SERVICE TO WELL AND MAINTENANCE BUILDING		1.0	JOB	\$12,890.000	\$12,890.00
	40044450 - 90122					\$12,890.00
	40044450 - 90122					\$12,890.00

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

PO Total **\$12,890.00**



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item J3

**Approving Payment of Claims for the Period of July 14, 2010
through August 10, 2010 for the State Fair Recreation Building**

*The Claims for the Period of July 14, 2010 through August 10, 2010 for the State Fair
Recreational Building for the following requisition:*

#24 \$852.78

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 024

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	\$852.78	Electrical and water usage for 6/15/2010 through 7/19/2010

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.

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

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

7. Lessee attaches hereto the following items:

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

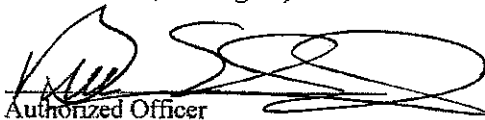
(b) an insurance certificate showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Jo Brown
Title: Finance Director
Date: 7/28/10

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


Authorized Officer

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

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 024

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	\$852.78	Electrical and water usage for 6/15/2010 through 7/19/2010

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.

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: Marylou Brown
Title: Finance Director
Date: 7/28/10

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

Authorized Officer

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

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: 7/26/2010

SERVICE ADDRESS:
525 E FONNER PARK RD

AMOUNT DUE

969.83

PAYMENT DUE BY 8/05/2010

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
10,400	880	9,520

15120 7/27/10

ENERGY CHARGE 686.32
POWER ADJ. .01066 /KWH 101.48

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: 7/26/2010
LAST READ DATE: 7/19/2010
PRIOR READ DATE: 6/15/2010
DAYS IN BILLING CYCLE: 34
ENERGY COST PER DAY: 23.17
TOTAL UTILITY COST PER DAY: 25.47
LAST PAYMENT DATE: 6/16/2010
LAST PAYMENT AMOUNT: 100.51

WATER/SEWER BILLING:

PRESENT	PREVIOUS	CONSUMPTION
37 7/27/10 30		30

WATER CHARGE 25.95
FEDERAL CLEAN WATER ACT .35

SEWER CHARGE 51.74

CURRENT CHARGES 865.84

PREVIOUS BALANCE 103.99

current charges 865.84
sales tax credit <13.06>
amt owed 852.78

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 969.83

SHUT OFF NOTICE

Dear Customer:

We regret being in a position to advise you of a delinquency in your account. We are aware that errors can occur. Please check your records immediately and notify us if our records are incorrect or if any adjustments are necessary. Per City code, the total amount is due now. Please call us at 308-385-5480 if you have any questions or need to make other arrangements regarding this bill. If this bill is not paid in full or satisfactory arrangements for payment are not made by 8/05/2010, your service will be disconnected. If your service is disconnected, there will be a reconnection charge of \$35.00 from 8:00 AM to 4:30 PM on a normal business day or \$200.00 if reconnection is made after 4:30 PM on a normal business day.



City of Grand Island

Tuesday, August 10, 2010

Council Session

Item X1

Continuation of Discussion and Review of Proposed FY 2010/2011 City Single Budget

The Mayor and City Council will continue the discussion of the Proposed FY 2010/2011 City Single Budget.

Staff Contact: Jeff Pederson