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# City of Grand Island



**Tuesday, October 12, 2010**

## **Council Session Packet**

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### **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**

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**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.

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## **Pledge of Allegiance**

## **Roll Call**

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### **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.

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### **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.

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### **MAYOR COMMUNICATION**

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.

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# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item C1

### Recognition of "Savvy Awards"

*The City of Grand Island Public Information Division recently was recognized for two national awards by the City-County Communications and Marketing Association's (3CMA). The Savvy Awards competition recognizes outstanding local government achievements in communications marketing, public relations and citizen-government relationships. The Public Information Office was notified in July that two submitted entries were selected as a finalist as part of the Savvy Award competition.*

*At the 3CMA National Conference the Public Information Division was notified of their standings. The City of Grand Island's "Leave-a-Mark, Adopt-a-Park" event, sponsored by the Community Youth Council in partnership with the Parks Department, received the first place Savvy Award for all city population sizes, in the category of 2009-10 Special Events—One Time Event. At the City Council meeting Paige Liess, youth co-chair of the event and Brad Foster, representing the Parks Department, will be recognized for the role their groups played in the event.*

*The second category that the Public Information Division was recognized by the 3CMA organization was the 2009-10 TV Promotional Video—population of 1 to 82,172. At the City Council meeting, the efforts of Grand Island Television audio technician Jeremy Watson, in partnership with Police Department, will be recognized for receiving the second place Silver Circle Award, for the Police Recruitment Video, entitled "A Dedication to Serve." Last year the City of Grand Island took home the Savvy Award in this same category for GITV's Fire Recruitment Video.*

*3CMA received over 580 entries this year in three divisions containing 13 categories. Savvy Award entries are judged on overall accomplishments, with measurable outcomes being heavily weighted. In addition, entries are judged on overall creativity, quality of content, design and production, and budget.*

Staff Contact: Wendy Meyer-Jerke



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item E1

**Public Hearing on Request from Olsson Associates on behalf of Helen Foreman for a Conditional Use Permit for a Soil Vapor Extraction and Air Sparge Remediation Trailer Located near 1515 West 2nd Street**

Staff Contact: Craig Lewis

# **Council Agenda Memo**

**From:** Craig A. Lewis, Building Department Director

**Meeting:** October 28, 2008

**Subject:** Request of Olsson Associates on behalf of Ms. Helen Forman for a Conditional Use Permit for a Temporary Trailer Located at 1515 West 2<sup>nd</sup> Street

**Item #'s:** E-1 & H-1

**Presenter(s):** Craig Lewis – Building Department Director

## **Background**

This request is for approval of a conditional use permit to allow for the placement of a vapor extraction trailer to facilitate the removal of petroleum contamination from groundwater at the site. The site is currently zoned (B-2) General Business. Trailers and temporary buildings are only allowed within this zoning classification if approved by the City Council in the form of a conditional use permit. The request is for approval for a five year period.

## **Discussion**

This proposal is to allow for the use of the trailer at the site to aid in the clean up of groundwater. The proposed length of time is for five years, however the City code provides for a two year approval with the possibility of subsequent approvals. The site location is such that it would not appear that this request will have any negative impact on the neighboring properties, and no concerns have been presented.

The proposal includes the installation of a cedar picket fence for screening. It does appear appropriate to include this as a condition to any approval as the Business Improvement District and local property owners have a considerable investment in providing landscaping along the 2<sup>nd</sup> Street corridor.

## **Alternatives**

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

1. Approve the request for a Conditional Use Permit 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 with the condition that the proposed picket fence be maintained at a height of 6' around the trailer and associated equipment during the duration of the conditional use permit and for a two year period, finding that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

### **Sample Motion**

Move to approve the request for a conditional use permit to allow for the use of a temporary vapor extraction facility for a two year period, including staff recommendations, finding that the application conforms with the purpose of the zoning regulations.



September 27, 2010

Ms. RaNae Edwards  
City Clerk  
City of Grand Island  
100 E 1<sup>st</sup> Street  
Grand Island, NE 68801



Re: Conditional Use Permit Application  
SVE & AS Remediation System  
Olsson Project No. 004-0838

Ms. Edwards,

On behalf of Ms. Helen Foreman, Olsson is submitting the enclosed conditional use permit application, list of property owners within 200 feet of the installation, project description, check for \$200, and one set of construction plans for the permitting process for installation of a ground water remediation system at 1515 West 2<sup>nd</sup> Street.

Please direct all correspondence regarding this permit process to my attention:

Jeff McPeak  
Olsson Associates  
PO Box 84608  
Lincoln, NE 68501-4608

If you have any questions or need additional information, feel free to contact me at (402) 458-5909.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Jeff E. McPeak'.

Jeff McPeak  
Project Manager

encl.

cc: file  
Ms. Helen Foreman  
Ms. Nancy Mann – NDEQ

F:\Projects\20040838\doc\GI Cond Use Permit 910.doc

## Conditional Use Permit Application

pc: Building, Legal, Utilities  
Planning, Public Works

1. The specific use/construction requested is: Soil Vapor Extraction and  
Air Sparge Remediation Trailer
2. The owner(s) of the described property is/are: Walgreen Co An Illinois Corp Store #03467
3. The legal description of the property is: Kernohan & Decker's Add LT4 XC City & W 56' LT 3  
XC State Blk 17
4. The address of the property is: No address for this parcel. Walgreen's Store is 1515 W 2nd St.
5. The zoning classification of the property is: Commercial
6. Existing improvements on the property is: No improvements on this lot
7. The duration of the proposed use is: 5 years
8. Plans for construction of permanent facility is: See Attached
9. The character of the immediate neighborhood is: Residential and Commercial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: See attached narrative and construction plans.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/~~We~~ do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

9-24-10  
Date

Helen Foreman  
Owners(s) - Ms. Helen Foreman

402-466-5500  
Phone Number

5500 Havelock Ave  
Address

Lincoln NE 68504  
City State Zip

**Please Note: Delays May Occur if Application is Incomplete or Inaccurate.**



**Attachment to Conditional Use Permit**

**Soil Vapor Extraction and Air Sparge Remediation System**

**Kernohan&Decker's Add LT 4 XC City & W 56' LT 3 XC State BLK 17**

**Item #10 – Landowners within 200' of parcel (information per Hall County GIS Maps after 7)**

1515 W 2<sup>nd</sup> St - Walgreen Co An Illinois Corp Store #03467

1622 and 1616 1<sup>st</sup> St W – Dale and Karleen Beckman

1610 1<sup>st</sup> St W – Charles & Holly Ortega

1606 1<sup>st</sup> St W – LBE Family Limited Partnership

104 Monroe St. N – LBE Family Limited Partnership

112 Monro St. N – Brian & Dawn Willey

1703 2<sup>nd</sup> St W – Autozone Development Corp

1704 2<sup>nd</sup> St W – Five Points Bank

1602 2<sup>nd</sup> St W – Grand Island Properties Brian Rourke

**Item #11 – Explanation of Request**

Ms. Helen Foreman is requesting this Conditional Use Permit to install a soil vapor extraction (SVE) and air sparge (AS) remediation system in the parking lot area of the Walgreen's property in the southeast corner of 2<sup>nd</sup> Street and Broadwell Avenue. This remediation system is being installed to remediate petroleum contaminated soil and groundwater on the property. These remedial activities are being conducted as directed and approved by the Nebraska Department of Environmental Quality.

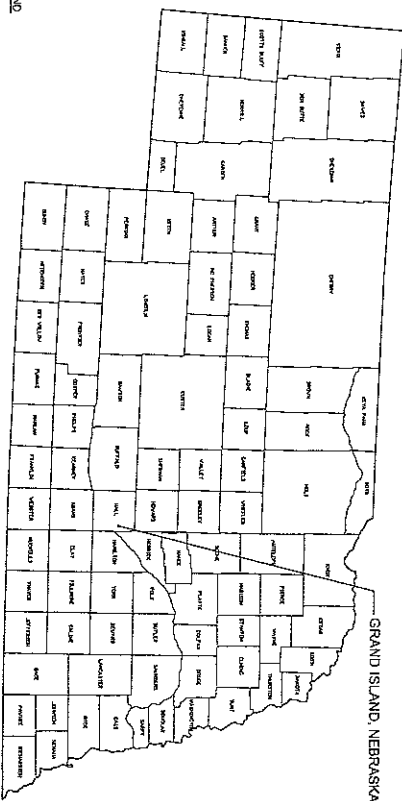
The remediation equipment will be installed in a portable trailer that will be secured to the ground with a pier foundation. A new electrical service will be provided to the trailer. The remediation equipment will be connected to wells via underground piping. The remediation equipment will be surrounded by a cedar, picket fence for screening purposes. Ms. Foreman has coordinated with Walgreens and will be obtaining an access agreement for this installation. Details of the proposed installation are provided on the enclosed construction plans.

# SOIL VAPOR EXTRACTION AND AIR SPARGE REMEDIATION SYSTEM

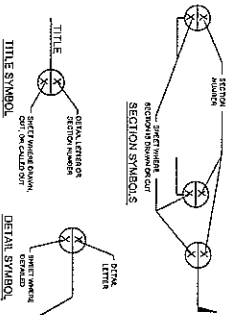
FORMER PETRO 220  
 2nd ST & BROADWELL AVE  
 GRAND ISLAND, NEBRASKA  
 NDEQ NO. UG# 120594-CT-1005  
 IIS# 59383



PROJECT LOCATION



## SYMBOLS LEGEND



- INDEX OF DRAWINGS
1. COVER SHEET
  2. REMEDIATION SYSTEM LAYOUT MAP
  3. WELL AND TRENCH DETAILS
  4. REMEDIATION BUILDING LAYOUT AND ELECTRICAL DETAILS
  5. ELECTRICAL SITE PLAN AND RISER DIAGRAM
  6. ELECTRICAL SPECIFICATIONS
  7. PROCESS SCHEMATIC

COVER SHEET

SOIL VAPOR EXTRACTION AND AIR  
 SPARGE REMEDIATION SYSTEM

GRAND ISLAND, NEBRASKA

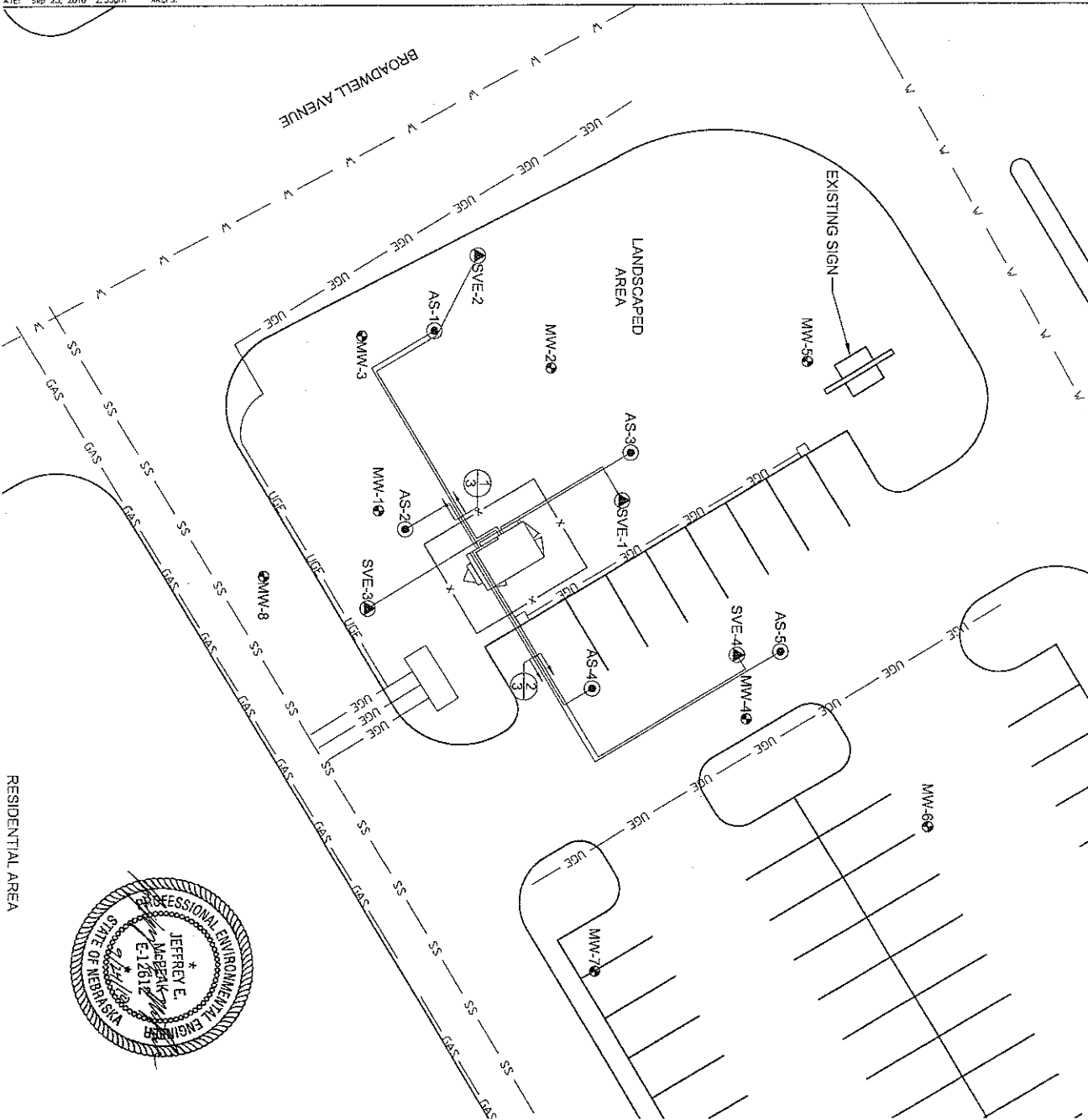
2010

REVISIONS

**OLSSON**  
 ASSOCIATES

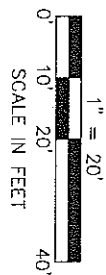
1111 Lincoln Mall, Suite 111  
 P.O. Box 94028  
 Lincoln, NE 68501-4028

TEL 402.474.6311  
 FAX 402.474.6162  
 www.olsonassociates.com



# LEGEND

- STS — STS — STORM SEWER
- GAS — GAS — GAS LINE
- SS — SS — SANITARY SEWER
- W — W — WATER LINE
- UCE — UCE — UNDERGROUND ELECTRIC
- MW-1 MONITOR WELL
- SVE-1 SVE WELL



## NOTES:

1. SVE & AS WELLS INSTALLED BY OTHERS.
2. REMEDIATION EQUIPMENT IS PROVIDED. CONTRACTOR RESPONSIBLE FOR TRANSPORTING TRAILER MOUNTED EQUIPMENT FROM 373 N VINE, GRAND ISLAND OR NDEQ WAREHOUSE IN LINCOLN TO THE SITE.
3. VERIFY EXACT TRAILER MAINLINE AND EXHAUST LOCATIONS. CONTRACTOR SHALL MAKE WELL PIPING, EXHAUST, ELECTRICAL AND PHONE CONNECTIONS TO APPROPRIATE EXISTING LOCATIONS ON REMEDIATION EQUIPMENT.
4. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. CONTRACTOR TO FIELD VERIFY LOCATION OF ALL PUBLIC AND PRIVATE UTILITIES.

REMEDATION SYSTEM LAYOUT MAP

SOIL VAPOR EXTRACTION AND AIR SPARGE REMEDIATION SYSTEM

GRAND ISLAND, NEBRASKA

2010

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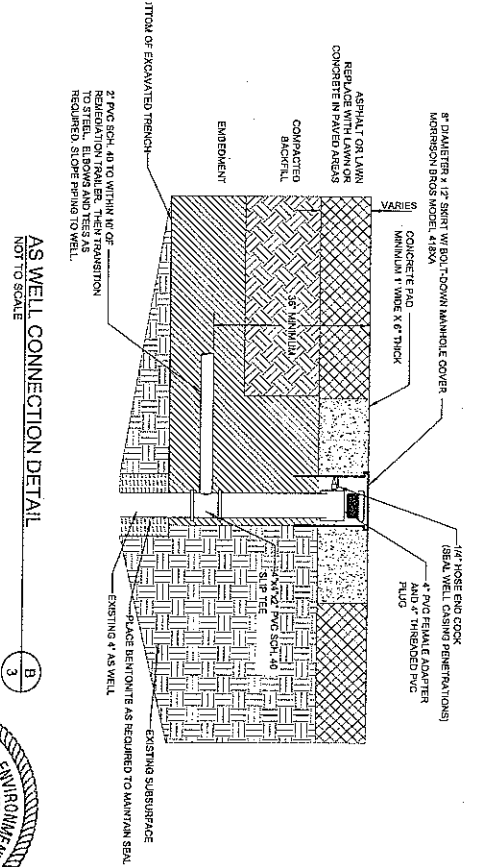
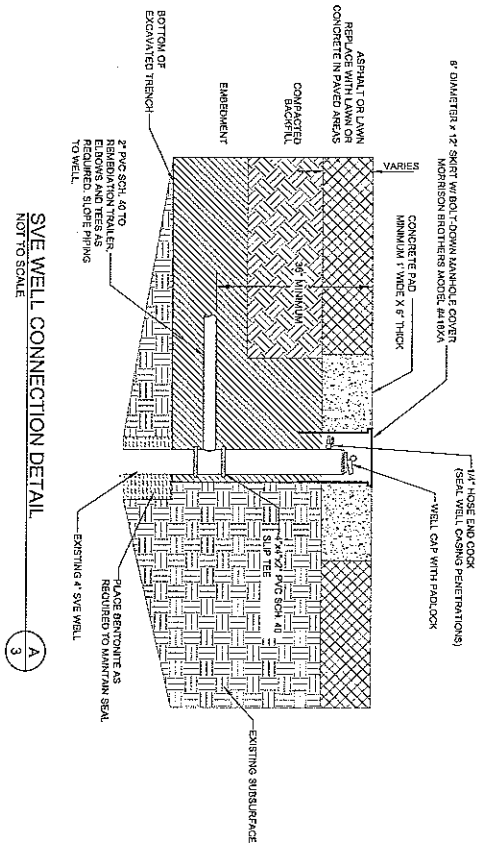
REV	DATE	REVISIONS DESCRIPTION
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**OLSSON ASSOCIATES**

1311 Lincoln Blvd., Suite 111  
 P.O. Box 8468  
 Lincoln, NE 68501-0508

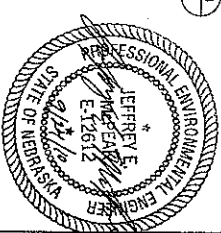
TEL: 402.474.8511  
 FAX: 402.474.5100

www.olsson-engineering.com



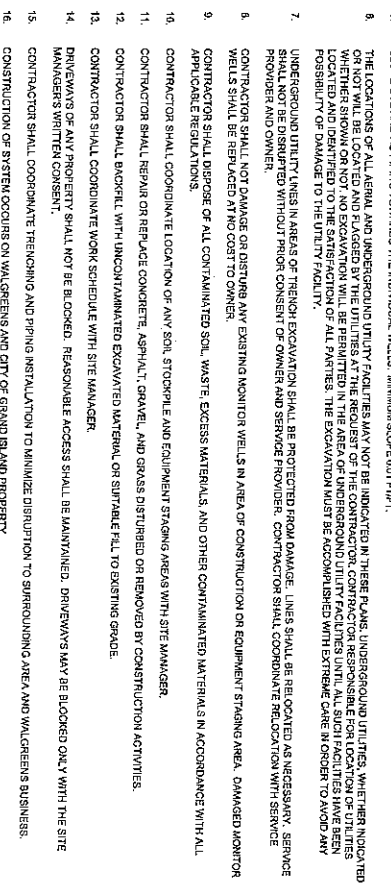
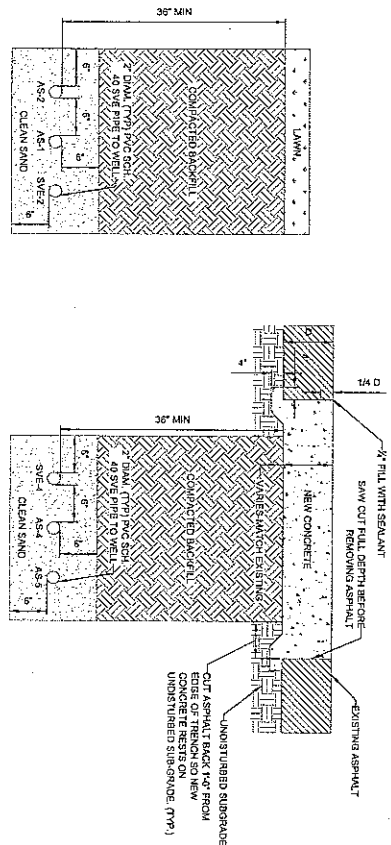
NOTES:

1. CONCRETE MIX FOR WORK: M20 418 MIX WITH THE FOLLOWING PROPERTIES
2. COMPRESSIVE STRENGTH AT 7 DAYS: 2,660 PSI
3. COMPRESSIVE STRENGTH AT 28 DAYS: 3,500 PSI
4. SLUMP: 3 TO 4 INCH
5. AIR CONTENT: 6% +/- 2%
6. AGGREGATE: 475 SAND AND GRAVEL, AS SPECIFIED BY M20
7. COMPACT SAND FILL WITH VIBRATORY COMPACTOR IN CONTINUOUS LAYERS, NOT TO EXCEED 8 INCHES
8. COMPACTED BACKFILL SHALL BE UNCONTAMINATED SOIL OR SELECT FILL, FREE OF VEGETATION, COMPACTED TO 98% STANDARD PROCTOR DENSITY.
9. CONTRACTOR RESPONSIBLE FOR LOCATING ALL UNDERGROUND ELECTRIC, IRRIGATION AND OTHER UTILITIES IN THE WORK AREA.
10. SLOPE SIDE AND AS PAVING TOWARDS THE INDIVIDUAL WELLS. MINIMUM SLOPE 0.01 FT/FT.
11. THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT, SHALL BE LOCATED BY THE CONTRACTOR. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES WHETHER SHOWN OR NOT AND EXCAVATION THEREAFTER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE EXCAVATION MUST BE ACCORDING TO THE INDICATED LOCATIONS AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE EXCAVATION MUST BE ACCORDING TO THE INDICATED LOCATIONS AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES.
12. UNDERGROUND UTILITY LINES IN AREAS OF TRENCH EXCAVATION SHALL BE PROTECTED FROM DAMAGE. LINES SHALL BE RELOCATED AS NECESSARY. SERVICE PROVIDER AND OWNER.
13. CONTRACTOR SHALL NOT DAMAGE OR DISTURB ANY EXISTING MONITOR WELLS IN AREA OF CONSTRUCTION OR EQUIPMENT STAGING AREA. DAMAGED MONITOR WELLS SHALL BE REPLACED AT NO COST TO OWNER.
14. CONTRACTOR SHALL DISPOSE OF ALL CONTAMINATED SOIL, WASTE, EXCESS MATERIALS AND OTHER CONTAMINATED MATERIALS IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
15. CONTRACTOR SHALL COORDINATE LOCATION OF ANY SOIL, STOCKPILE AND EQUIPMENT STAGING AREAS WITH SITE MANAGER.
16. CONTRACTOR SHALL REPAIR OR REPLACE CONCRETE, ASPHALT, GRAVEL, AND GRASS DISTURBED OR REMOVED BY CONSTRUCTION ACTIVITIES.
17. CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH SITE MANAGER.
18. DRIVeways OF ANY PROPERTY SHALL NOT BE BLOCKED. REASONABLE ACCESS SHALL BE MAINTAINED. DRIVeways MAY BE BLOCKED ONLY WITH THE SITE MANAGER'S WRITTEN CONSENT.
19. CONTRACTOR SHALL COORDINATE TRENCHING AND PAVING INSTALLATION TO MINIMIZE DISRUPTION TO SURROUNDING AREA AND WALGREENS BUSINESS.
20. ALL WELLS INSTALLED BY OTHERS, CONTRACTOR RESPONSIBLE FOR CONNECTIONS TO 4 SVE WELLS, 5AS WELLS, PIPING AND SURFACE COMPLETION.
21. CONTAMINATED SOIL AND GROUND WATER HAVE BEEN DOCUMENTED IN AREA OF WORK.
22. CONTRACTOR RESPONSIBLE FOR DISPOSAL OF ALL CONTAMINATED SOIL ENCOUNTERED DURING PROJECT CONSTRUCTION. PROVIDE COPIES OF LANDFILL APPLICATION, DUMP TICKETS AND QUANTITY SUMMARIES AT COMPLETION OF PROJECT.



CROSS-SECTION 1 AND TRENCH DETAIL 2

CROSS-SECTION 2 AND TRENCH DETAIL 2



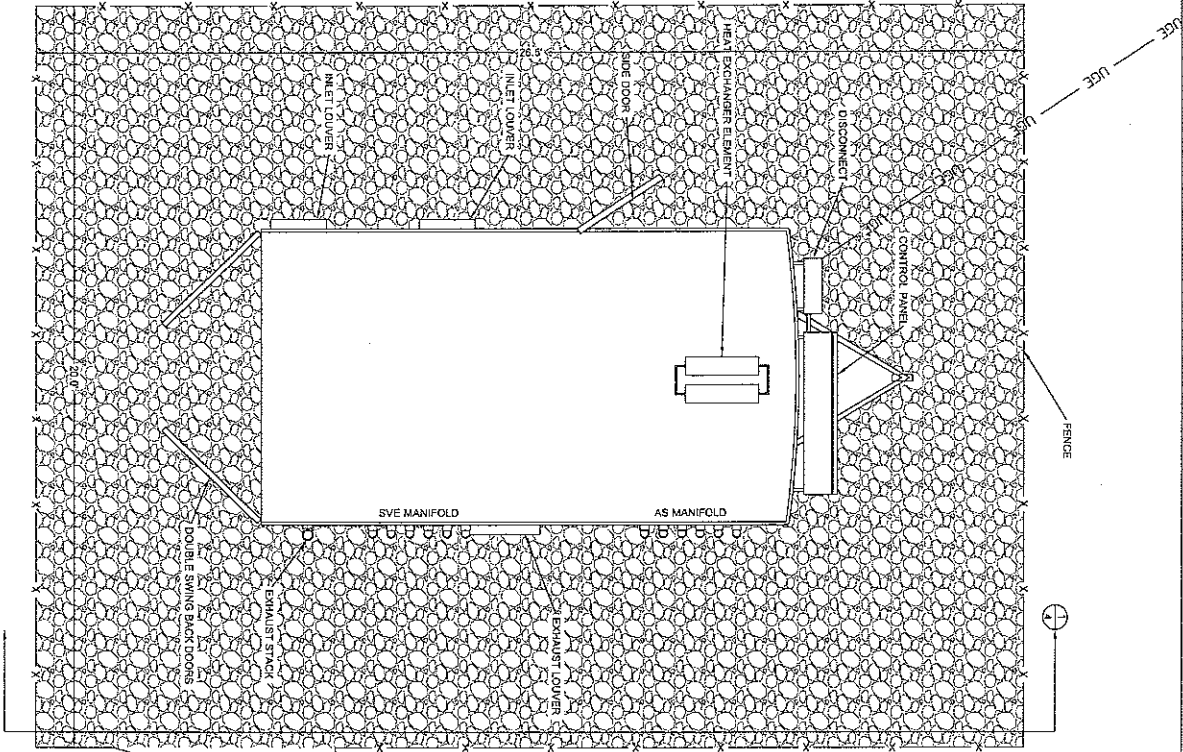
WELL AND TRENCH DETAILS		REVISIONS	
NO.	DATE	DESCRIPTION	BY
1	2010	GRAND ISLAND, NEBRASKA	
SOIL VAPOR EXTRACTION AND AIR SPARGE REMEDIATION SYSTEM		REVISIONS	
SHEET		2010	

**MOLSSON ASSOCIATES**

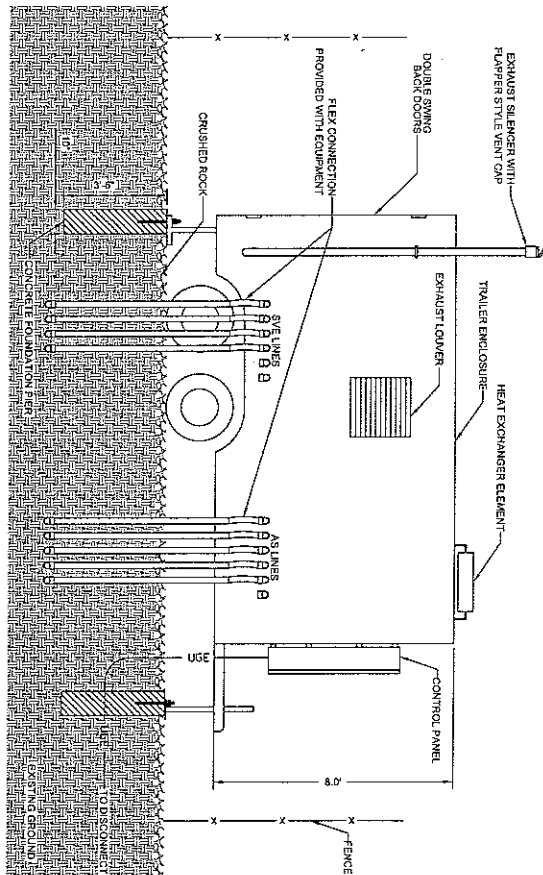
1111 Lincoln Mall, Suite 111  
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 Lincoln, NE 68501-4608

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PLAN VIEW  
 NOT TO SCALE

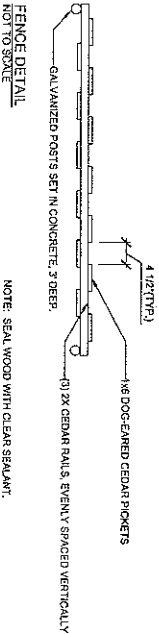


1 PROFILE VIEW  
 4 NOT TO SCALE



NOTES:

1. THE PIPING LOCATION TO THE AS MANIFOLD AND SVE MANIFOLD IS TYPICAL, VERIFY UPON RECEIPT OF THE TRAILER.
2. SECURE TRAILER JACKSTANDS TO 3 CONCRETE PIERS, ONE AT EACH REAR CORNER AND ONE AT THE TRAILER TONGUE. EXTEND JACKS TO TAKE PRESSURE OFF THE TIRES, LEVEL THE TRAILER TO PREVENT DIFFERENTIAL SETTLEMENT IN CASE OF FLAT TIRE.
3. CONTRACTOR TO INSTALL 4" STEEL EXHAUST STACK TO 12" ABOVE GROUND LEVEL, STUBBED THROUGH TRAILER SIDE AND ANCHORED TO TRAILER.
4. FOR SQUARE COVER WITHIN TENDED AREA, REMOVE VEGETATION AND PROVIDE BLACK POLYPROPYLENE WEED BARRIER SHEET 27 MILS THICK, 42.00' WIDE, COVERED BY 4" CRUSHED ROCK.



NOTE: SEAL WOOD WITH CLEAR SEALANT.



REMEDATION BUILDING LAYOUT

SOIL VAPOR EXTRACTION AND AIR  
 SPARGE REMEDIATION SYSTEM

GRAND ISLAND, NEBRASKA

2010

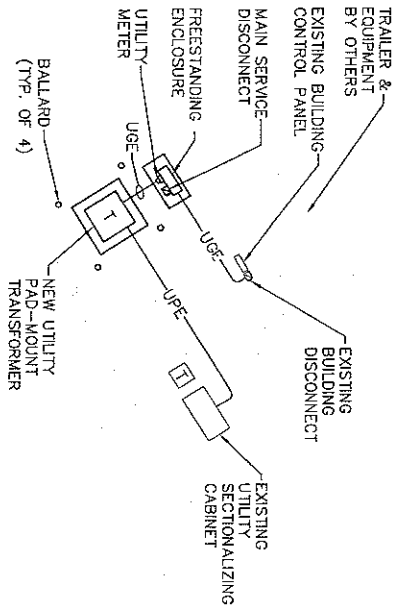
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 ASSOCIATES

5111 Lincoln Mall, Suite 111  
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 Lincoln, NE 68501-4922

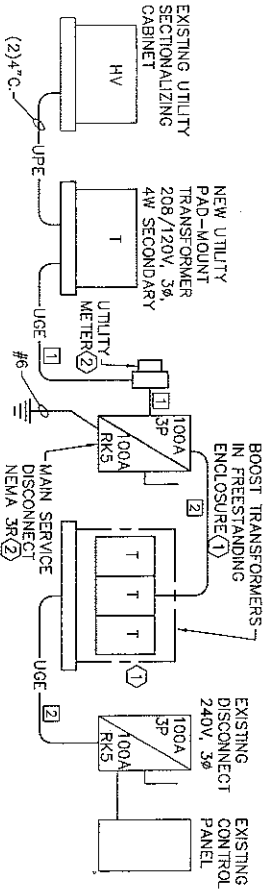
TEL: 402.474.8311  
 FAX: 402.474.5160

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## ELECTRICAL SITE PLAN

SCALE: 1" = 20'-0"



## RISER DIAGRAM

NOT TO SCALE

CONDUIT AND WIRE SCHEDULE		
WIRE	WIRE AND CONDUIT SIZE	NOTES
1	4#, 1-1/2" C.	
2	4#, #6 GND, 1-1/2" C.	

1. PROVIDE BOOST TRANSFORMERS TO ACCOMMODATE EXISTING TRAILER 240V, 3Ø CONTROL PANEL AND EQUIPMENT. BOOST TRANSFORMERS (TOTAL OF THREE) SHALL BE 1.5 KVA, 208/120V Y PRIMARY, 240 VOLT OPEN DELTA SECONDARY, ACME #1-1-13074, OR APPROVED EQUAL. TRANSFORMERS SHALL BE MOUNTED IN NEMA 3R VENTILATED FREE-STANDING ENCLOSURE, 72" HIGH, 24" WIDE, 12" DEEP, MINIMUM. PROVIDE 4" PAD EXTENDING 6" BEYOND EQUIPMENT IN ALL DIRECTIONS.
2. METER SOCKET AND SERVICE DISCONNECT SHALL BE MOUNTED ON FREE-STANDING ENCLOSURE. UNISTRUT MOUNTING IS NOT ACCEPTABLE.
- ELECTRICAL LEGEND**
- UPE UNDERGROUND PRIMARY ELECTRIC SERVICE
  - UGE UNDERGROUND ELECTRICAL
  - SURFACE MOUNTED POWER PANEL
  - FUSED DISCONNECT SWITCH
  - UTILITY METER
  - UTILITY TRANSFORMER

### GENERAL NOTES:

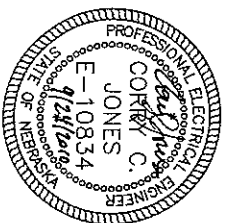
- A. COORDINATE ALL ELECTRICAL SERVICE REQUIREMENTS WITH LOCAL UTILITY CITY OF GRAND ISLAND, UTILITY DEPARTMENT, ROBERT SMITH, 402-385-5444 EXT. 288. TRANSFORMER, METER, & PRIMARY FEEDERS PROVIDED BY UTILITY. PRIMARY CONDUITS FROM EXISTING SECTIONALIZING CABINET, TRANSFORMER PAD, BOLLARDS, SECONDARY CONDUIT & WIRE, AND METER SOCKET PROVIDED BY ELECTRICAL CONTRACTOR. INSTALLATION SHALL MEET GRAND ISLAND UTILITIES CRITERIA.
- B. GROUND SERVICE ENTRANCE AND ALL ASSOCIATED EQUIPMENT IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND AS REQUIRED BY UTILITY AND LOCAL AUTHORITIES.

### SHEET NOTES: (SYMBOLS ①, ②, ETC.)

1. PROVIDE BOOST TRANSFORMERS TO ACCOMMODATE EXISTING TRAILER 240V, 3Ø CONTROL PANEL AND EQUIPMENT. BOOST TRANSFORMERS (TOTAL OF THREE) SHALL BE 1.5 KVA, 208/120V Y PRIMARY, 240 VOLT OPEN DELTA SECONDARY, ACME #1-1-13074, OR APPROVED EQUAL. TRANSFORMERS SHALL BE MOUNTED IN NEMA 3R VENTILATED FREE-STANDING ENCLOSURE, 72" HIGH, 24" WIDE, 12" DEEP, MINIMUM. PROVIDE 4" PAD EXTENDING 6" BEYOND EQUIPMENT IN ALL DIRECTIONS.
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### ELECTRICAL LEGEND

- UPE UNDERGROUND PRIMARY ELECTRIC SERVICE
- UGE UNDERGROUND ELECTRICAL
- SURFACE MOUNTED POWER PANEL
- FUSED DISCONNECT SWITCH
- UTILITY METER
- UTILITY TRANSFORMER



ELECTRICAL SITE PLAN AND RISER DIAGRAM

SOIL VAPOR EXTRACTION AND AIR SPARGE REMEDIATION SYSTEM

GRAND ISLAND, NEBRASKA

2010

REVISIONS

**MOLSSON ASSOCIATES**

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Tel: 402.474.8511  
 Fax: 402.474.5140

www.molssonllc.com

DIVISION 16 - ELECTRICAL PREPARATIONS  
SECTION 16100 - GENERAL PREPARATIONS

GENERAL REQUIREMENTS

ALL REQUIREMENTS UNDER DIVISION ONE AND THE GENERAL AND SUPPLEMENTARY CONDITIONS OF THESE SPECIFICATIONS SHALL APPLY TO THIS SECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

THE CONTRACTOR SHALL PERSONALLY INSPECT THE SITE OF THE PROPOSED WORK AND BECOME FULLY INFORMED AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. FAILURE TO DO SO WILL NOT BE CONSIDERED SUFFICIENT JUSTIFICATION TO REFUSE TO BEGIN WORK OR TO STOP WORK AT ANY TIME.

ALL MATERIAL AND APPARATUS SHALL BE NEW AND IN FIRST CLASS CONDITION. ALL MATERIAL AND APPARATUS SHALL HAVE MANUFACTURER'S OR A VENDOR'S ENDORSEMENT. THE MANUFACTURER AND ENDORSEMENT SHALL BE IN FULL COMPLIANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL FIRE PROTECTION ASSOCIATION, AND THE NATIONAL BUREAU OF STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS AND SUBCONTRACTORS SO THAT VARIOUS COMPONENTS OF THE ELECTRICAL SYSTEMS WILL BE INSTALLED AT THE PROPER TIME, WILL FIT THE AVAILABLE SPACE, AND WILL ALLOW PROPER SERVICE ACCESS TO ALL EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

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SECTION 16100 - BASEMENTS

GENERAL REQUIREMENTS

ALL CONDUIT SHALL BE RUN CONCEALED EXCEPT WHERE OTHERWISE NOTED. ALL CONDUIT RUN UNDERGROUND, EXPOSED TO WEATHER, OR ON OTHER HAZARDOUS CONDITIONS SHALL BE RIGID. ALL OTHER CONDUIT MAY BE THIN-WALL EXCEPT WHERE APPROVED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

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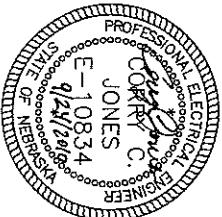
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ELECTRICAL SPECIFICATIONS

SOIL VAPOR EXTRACTION AND AIR SPARGE REMEDIATION SYSTEM

GRAND ISLAND, NEBRASKA

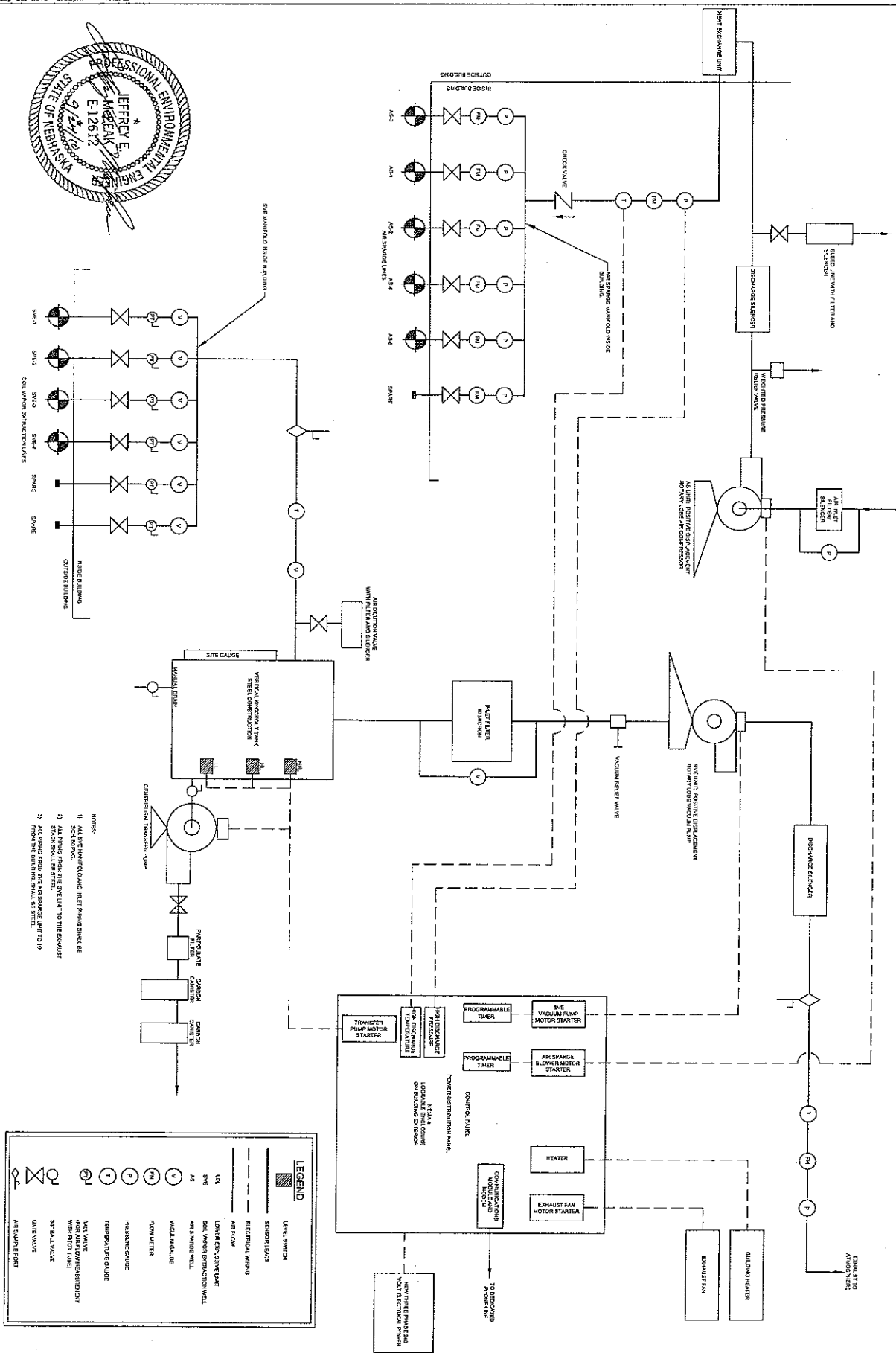
2010

REVISIONS

MOLSSON ASSOCIATES

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FAX: 402.471.0700  
www.molssonassociates.com







# **City of Grand Island**

**Tuesday, October 12, 2010**

**Council Session**

## **Item E2**

**Public Hearing on Acquisition of Utility Easement - 2923 and 2915  
West Louise Street - Rhoads Enterprises, Inc.**

**Staff Contact: Gary R. Mader**

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director

**Meeting:** October 12, 2010

**Subject:** Acquisition of Utility Easement – 2923 & 2915 West Louise Street – Rhoads Enterprises, Inc.

**Item #'s:** E-2 & G-13

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Rhoads Enterprises, Inc., located at 2923 and 2915 West Louise Street, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Rhoads Enterprises, Inc. is constructing two four unit apartments at the addresses listed. The power needed will be fed from a pad-mounted transformer between the two buildings. The easement will be used to locate the transformer and needed underground cable.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.

ADA STREET

ST. JOSEPH BRANCH  
U.P.R.R.

LOUISE STREET 50'

GLADSTONE

LOT 4

LOT 3

LOT 2

10'

10'

20'

20'

BLOCK 4

LOT 5

LOT 6

PLACE

LEGEND



INDICATES 20' X 20'  
UTILITY EASEMENT



CITY OF  
**GRAND ISLAND**

UTILITIES DEPARTMENT

**EXHIBIT "A"**

DRN BY: K.J.M.

SCALE: 1" = 40'

DATE: 9/17/2010

FILE: GLADSTONE



# **City of Grand Island**

**Tuesday, October 12, 2010**

**Council Session**

## **Item E3**

**Public Hearing on Acquisition of Utility Easement - 3321 Island  
Circle & 702 South Webb Road - GMD, LLC & Lacy Construction  
Company**

**Staff Contact: Gary R. Mader**

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director

**Meeting:** October 12, 2010

**Subject:** Acquisition of Utility Easement – 3321 Island Circle and 702 South Webb Road – GMD, LLC & Lacy Construction

**Item #'s:** E-3 & G-14

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of GMD, LLC & Lacy Construction Company located along the south side of property located at 3321 Island Circle and 702 South Webb Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Lacy Construction is constructing a new building for GMD which will need electrical service and a new transformer. This easement will be used to locate the primary electrical cable and another new transformer. It will also allow the Utilities Department to create a loop through the property so each transformer will have the ability to be fed from two directions which will improve reliability.

## **Alternatives**

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

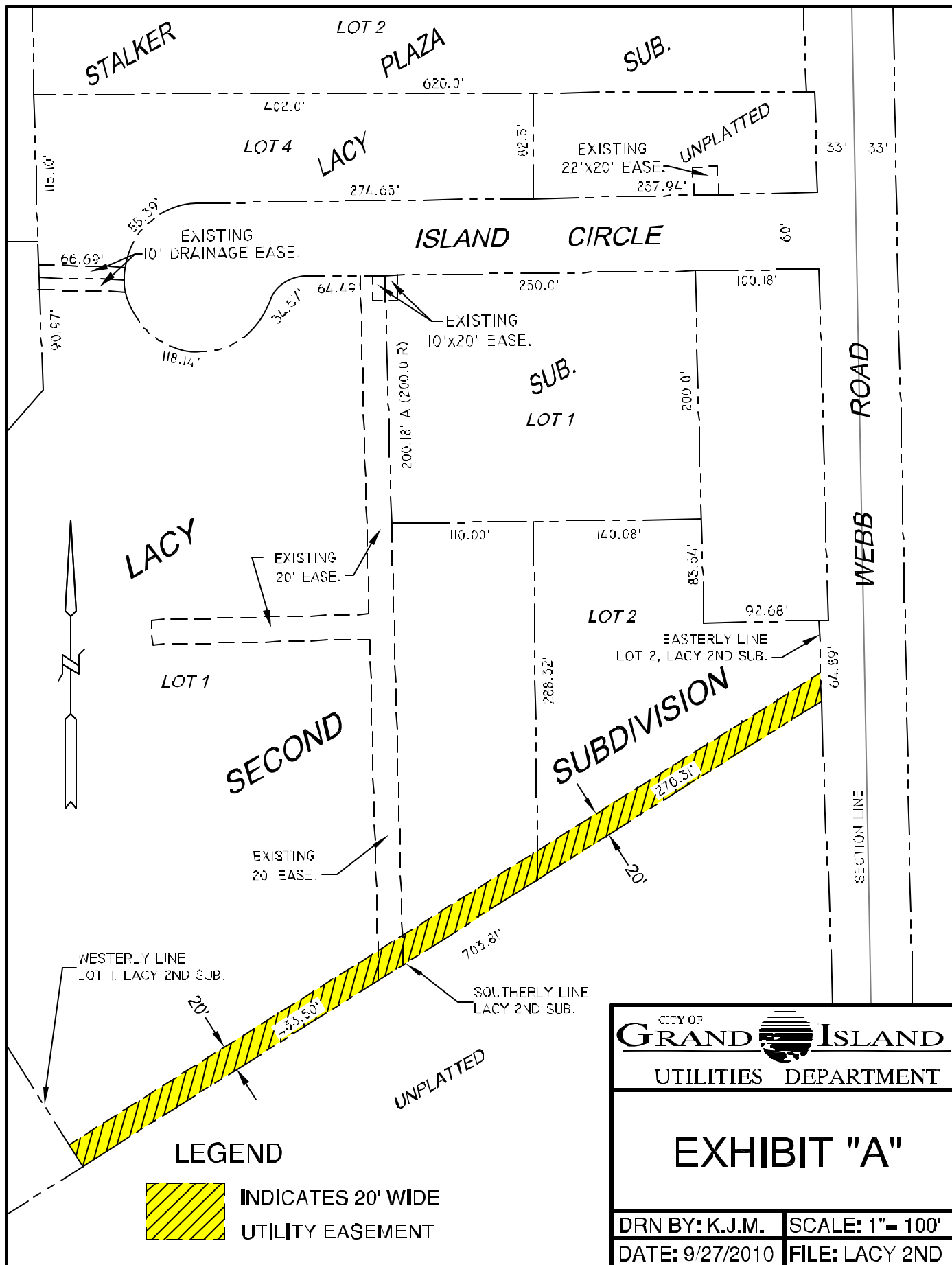
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item E4

**Public Hearing on Acquisition of a Portion of South Locust Street  
between the Grand Island City Limits and the Northernmost  
Terminus of the Exit Ramps to the Interstate 80 Interchange  
(County of Hall, Nebraska)**

Staff Contact: Steven P. Riehle, Public Works Director



# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** October 12, 2010

**Subject:** Public Hearing on Acquisition of a Portion of South Locust Street between the Grand Island City Limits and the Northernmost Terminus of the Exit Ramps to the Interstate 80 Interchange (County of Hall, Nebraska)

**Item #'s:** E-4 & G-16

**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.

Through an Inter-Local Agreement, entered into on April 6, 1992 between the City and Hall County, it is stated that upon completion of its improvements and construction obligations Hall County shall transfer to the City of Grand Island that portion of South Locust Street between the Grand Island city limits and the northernmost terminus of the exit ramps at the Interstate 80 interchange.

## **Discussion**

With the completion of the 4-lane roadway on South Locust Street it is now time to complete the transfer of the portion of South Locust Street named in the Inter-Local Agreement. The County Board approved the transfer of real estate to the City at their September 28, 2010 meeting.

Since the City is taking over maintenance of this section of Locust Street, Public Works Administration will bring forward a resolution for council to refer the property to the RPC for them to consider annexation of the right-of-way into City limits.

## **Alternatives**

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

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

## **Recommendation**

Public Works Administration recommends that the Council conduct a Public Hearing and approve acquisition of that portion of South Locust Street between the Grand Island city limits and the northernmost terminus of the exit ramps at the Interstate 80 interchange.

## **Sample Motion**

Move to approve the acquisition.



# **City of Grand Island**

**Tuesday, October 12, 2010**

**Council Session**

## **Item F2**

**#9278 - Consideration of Amending Ordinance No. 9141 for  
Sidewalk District No. 1, 2007 (Second and Final Reading)**

**Staff Contact: Steven P. Riehle, Public Works Director**

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** October 12, 2010

**Subject:** Amending Ordinance No. 9141 for Sidewalk District No. 1, 2007 (Second and Final Reading)

**Item #'s:** F-1

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

## **Background**

On September 25, 2007 City Council approved Ordinance No. 9141, which created Sidewalk District No. 1, 2007. Property owners at 519 & 523 E 14<sup>th</sup> Street, which are in Sidewalk District No. 1, 2007, have requested their two (2) lots be removed from the District, as they are on a dead end street that leads to the overhead railway. Council action is necessary to make any amendments to an Ordinance.

## **Discussion**

All locations included in Sidewalk District No. 1, 2007, except 519 & 523 E 14<sup>th</sup> Street; 706 Kennedy Drive; and 424 E 14<sup>th</sup> Street have sidewalk installed. In order to final this project and assess the properties involved, a resolution needs to be reached as to whether the property at 519 & 523 E 14<sup>th</sup> Street will be removed from the District or if the sidewalk will be built.

Council considered the request at the September 28, 2010 regular council meeting and passed the ordinance on 1<sup>st</sup> reading. The ordinance to remove the properties at 519 & 523 E 14<sup>th</sup> Street from the sidewalk district was passed based on council's finding of fact that requiring sidewalk does not serve a public purpose. This evening's council meeting could be the 2<sup>nd</sup> and final reading for the ordinance.

## **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 amend Ordinance No. 9141 to remove the property at 519 E 14<sup>th</sup> Street and 523 E 14<sup>th</sup> Street from Sidewalk District No. 1, 2007.

### **Sample Motion**

Move to approve amendment of Ordinance No. 9141.

ORDINANCE NO. 9278

An ordinance to amend Ordinance No. 9141; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, City Council has approved removing 519 E 14<sup>th</sup> Street and 523 E 14<sup>th</sup> Street from Sidewalk District No. 1, 2007.

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

SECTION 1. 519 E 14<sup>th</sup> Street and 523 E 14<sup>th</sup> Street are hereby removed from Sidewalk District No. 1, 2007.

SECTION 2. The district where sidewalks shall be constructed shall include the following lots and parcels of ground:

ADDRESS	LEGAL DESCRIPTION
507 E 13 <sup>th</sup> St	Lot 4, Block 65, Wheeler & Bennett's 2 <sup>nd</sup> Addition
511 E 13 <sup>th</sup> St	Lot 3, Block 65, Wheeler & Bennett's 2 <sup>nd</sup> Addition
515 E 13 <sup>th</sup> St	Lots 1 & 2, Block 65, Wheeler & Bennett's 2 <sup>nd</sup> Addition
412 E 14 <sup>th</sup> St	Lot 8, Block 78, Wheeler & Bennett's 3 <sup>rd</sup> Addition
424 E 14 <sup>th</sup> St	Lot 10, Block 78, Wheeler & Bennett's 3 <sup>rd</sup> Addition
504 E 14 <sup>th</sup> St	Lot 6, Block 79, Wheeler & Bennett's 3 <sup>rd</sup> Addition
507 E 14 <sup>th</sup> St	Lot 4, Block 66, Wheeler & Bennett's 2 <sup>nd</sup> Addition
304 E 16 <sup>th</sup> St	Lot 6, Block 91, Wheeler & Bennett's 4 <sup>th</sup> Addition
667 Bischeld St	Lot 1, Block 9, Meves 1 <sup>st</sup> Addition
2224 S Blaine St	Lot 1, Elmer's Subdivision
2226 S Blaine St	Lot 2, Elmer's Subdivision, an addition to the City of Grand Island, Hall County, Nebraska, excepting therefrom a tract conveyed to the City of Grand Island by warranty deed recorded as Document NO. 88-101716
2305 S Blaine St	Lots 31 & 33, Block C, Parkview Subdivision
2315 S Blaine St	Lots 32 & 34, Block C, Parkview Subdivision
2409 S Blaine St	Lot 40, Block D, Parkview Subdivision

ORDINANCE NO. 9278 (Cont.)

2410 S Blaine St	A tract of land comprising a part of the West Half of the Northeast Quarter (W1/2NE1/4) of Section Twenty-Nine (29), Township Eleven (11) North, Range Nine (9) West of the 6 <sup>th</sup> p.m., in Hall County, Nebraska, more particularly described as follows: Beginning at a point on the east line of said West Half of the Northeast Quarter (W1/2NE1/4), said point being One Thousand Three Hundred Twenty-Five and Seven Tenths (1,325.7) feet west and One Thousand Three Hundred Twenty-One and Five Tenths (1,321.5) feet south of the northeast corner of said Section Twenty-Nine (29); thence running westerly and parallel to the north line of said West Half of the Northeast Quarter (W1/2NE1/4), a distance of Four Hundred Twenty-Eight (428.0) feet; thence southerly parallel to the east line of said West Half of the Northeast Quarter (W1/2NE1/4), a distance of Six Hundred Nine and Fifty-Five Hundredths (609.55) feet; thence easterly, a distance of Four Hundred Twenty-Eight (428.0) feet, to a point on the east line of said West Half of the Northeast Quarter (W1/2NE1/4); thence northerly along the east line of said West Half of the Northeast Quarter (W1/2NE1/4), a distance of Six Hundred Ten and Seven Tenths (610.7) feet to the place of beginning and containing 5.995 acres, more or less.
4177 W Capital Ave	The easterly Eighty Eight and Ninety Four Hundredths (88.94) feet of Lot Two (2) and the westerly Nineteen and Seventy Hundredths (19.70) feet of Lot Three (3) in Sunset Subdivision, in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Eleven (11), Township Eleven (11) North, Range Ten (10), West of the 6 <sup>th</sup> p.m., in Hall County, Nebraska.
230 S Cherry St	Lot 5, Griesman Subdivision
234 S Cherry St	Lot 4, Griesman Subdivision
238 S Cherry St	Lot 3, Griesman Subdivision
246 S Cherry St	Lot 1, Griesman Subdivision
250 N Darr Ave	Lot 4, and the South Six (6) feet of Lot Five (5), Block 20, Packer & Barr's 2 <sup>nd</sup> Addition
667 Groff St	Lot 1, Block 10 Joehnck's Addition
706 Kennedy Dr	Lot 10, Block 1, Colonial Estates 2 <sup>nd</sup> Subdivision
2104 W North Front St	Lot 1, Block 13, Packer & Barr's Addition
2117 W North Front St	The Easterly One-Half (E1/2) of Lot 6, in Block Twenty (20), in Packer & Barr's 2 <sup>nd</sup> Addition
2123 W North Front St	The West Half (W1/2) of Lot Six (6), in Block Twenty (20), in Packer & Barr's 2 <sup>nd</sup> Addition
414 N Oak St	Lot 2, Habitat for Humanity Subdivision
2526 Pioneer Ave	Lot 2, Parkview 2nd Subdivision

ORDINANCE NO. 9278 (Cont.)

359 S Plum St	The North Fifty-Four (54) Feet of Lot Twenty Two (22), in Block One (1), in Koehler Place an addition to the City of Grand Island, Hall County, Nebraska and also a certain part of Lot Twenty-Two (22) in Block One (1), Koehler Place as originally platted, more particularly described in warranty deed recorded as Document No. 97-104819
828 Saint Paul Rd	Lot 1, Nabob Subdivision – Being a part of Lot Twenty (20), part of Lots Twenty-One (21) and Twenty Two (22) of the County Subdivision of the West Half of the Southwest Quarter (W1/2SW1/4) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6th p.m., Hall County, Nebraska and in part of Lots One (1) and Two (2) and Three (3), Block Four (4), Voitle's Addition, all in the City of Grand Island, Hall County, Nebraska
930 Saint Paul Rd	Lot 5, Nabob Subdivision
1020 Saint Paul Rd	Those portions of Lots 1, 2, 3, 4, 7, 8, and 9 of Block 33 of Russell Wheeler's Addition to Grand Island, Hall County, Nebraska, lying West of Saint Paul Road and lying Easterly of a line drawn parallel with a distance 65.0 feet Easterly, as measure at right angles from the Westerly line of said Block 33 AND also known as a tract of land comprising all of Lots Two (2), Three (3) and Eight (8) and a part of Lots Four (4) and Seven (7) and that part of the vacated alley lying adjacent to said aforementioned lots, all being in Block Thirty Three (33), Russell Wheeler's Addition to the City of Grand Island, Hall County, Nebraska, more particularly described as follows: Beginning at the point of intersection of the northwesterly line of said Block Thirty Three (33) and the Westerly right of way line of Saint Paul Road; thence running Southerly, along and upon said Westerly right of way line of Saint Paul Road, a distance of Two Hundred Eighty Nine and Forty Seven Hundredths (289.47) feet; thence deflecting right 150 degrees 06'24" and running northwesterly, a distance of Two Hundred Fifty Two and Five Tenths (252.50) feet to a point on the Northwesterly line of said Block Thirty Three (33); thence deflecting right 90 degrees 36'49" and running Northeasterly along and upon the northwesterly line of said Block Thirty Three (33), a distance of One Hundred Forty Four and Twenty Seven Hundredths (144.27) feet to the point of beginning
1804 N Webb Rd	Lot 1, Conestoga North Subdivision
1812 N Webb Rd	Lot 2, Conestoga North Subdivision
1816 N Webb Rd	Lot 3, Conestoga North Subdivision



ORDINANCE NO. 9278 (Cont.)

SECTION 3. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 4. 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: October 12, 2010.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, October 12, 2010**

**Council Session**

## **Item G1**

**Approving Minutes of September 28, 2010 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 28, 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 September 28, 2010. Notice of the meeting was given in *The Grand Island Independent* on September 22, 2010.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Meyer, Niemann, Dugan, Ramsey, Zapata and Gericke. Councilmember's Gilbert, Haase, Carney, and Nickerson were absent. 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 Andres Gamboa, Reyna Raymundo and Board Member Jarod Stockwell. Mayor Hornady thanked Lee Elliott for his 10 years of service on the Community Redevelopment Authority Board.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Public Power Week" October 3-9, 2010. Mayor Hornady proclaimed the week of October 3-9, 2010 as "Public Power Week". Utilities Director Gary Mader was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Request from Rezac Enterprizes, Inc. dba Tiki Lounge, 3333 Ramada Road for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "C" Liquor License had been received from Rezac Enterprizes, Inc. dba Tiki Lounge, 3333 Ramada Road. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 30, 2010; notice to the general public of date, time, and place of hearing published on September 18, 2010; notice to the applicant of date, time, and place of hearing mailed on August 30, 2010; along with Chapter 4 of the City Code. Staff recommended denial based on the Police Department report. Bill Francis, Attorney, 222 North Cedar Street, for the applicant spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located South of Capital Avenue and West of Lynn Lane in Merrick County (Joel Leetch & Janet Stryker). Gary Mader, Utilities Director reported that a utility easement was needed south of Capital Avenue and west of Lynn Lane in Merrick County in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place primary underground electric conduit, cable, and a pad-mounted transformer to provide electrical service to a new home. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 2210 North Webb Road (James & Barbara Wiltgen). Gary Mader, Utilities Director reported that a utility easement was needed at 2210 North Webb Road in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformer. This easement would be used to provide electrical conduit, cable and a pad-mounted three phase transformer to a new Taco John's restaurant. Staff recommended approval. No public testimony was heard.

Public Hearing on the Semi-Annual Report by the Citizens' Review Committee (CRC). Mark Stelk, CRC Chairman, 3117 Brentwood Drive gave the semi-annual report for the Citizens' Review Committee. Mentioned was the intent of CRC to bring new businesses and jobs to Grand Island for future growth. No public testimony was heard.

### ORDINANCES:

#9278 – Consideration of Amending Ordinance No. 9141 for Sidewalk District No. 1, 2007 (First Reading)

Public Works Director Steve Riehle reported that property owners at 519 & 523 East 14<sup>th</sup> Street had requested their two lots be removed from the Sidewalk District No. 1, 2007 as they were on a dead end street that leads to the overhead railway.

Discussion was held concerning other areas in the City where there were dead ends and if this would set a precedence if approved. Mr. Riehle stated the Sidewalk Committee discussed this issue and decided this was a dead end because of the railroad track and both properties were owned by the same person. City Attorney Dale Shotkoski stated issues like this needed to be decided on a case-by-case basis with public purpose in mind.

Motion by Meyer, second by Niemann to approve Ordinance #9278 on First Reading.

CONSENT AGENDA: Consent Agenda item G-4 was removed for further discussion. Motion by Zapata, second by Ramsey to approve the Consent Agenda excluding Item G-4. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 14, 2010 City Council Regular Meeting.

Approving Minutes of September 21, 2010 City Council Special Meeting.

Approving Appointment of Michelle Fitzke to the Community Redevelopment Authority Board.

Approving Request from Robert Blue, 917 West 15<sup>th</sup> Street for Liquor Manager Designation for Firehouse Bar, 418 West 4<sup>th</sup> Street contingent upon Mr. Blue completing a state approved alcohol server/seller training program.

Approving Request from Kristine Lange, 2021 West Louise Street for Liquor Manager Designation for Bullwinkle's Bar & Grill, 2118 north Webb Road contingent upon Ms. Lange completing a state approved alcohol server/seller training program.

#201-257 – Approving Semi-Annual Report by the Citizens’ Review Committee on the Economic Development Program Plan.

#2010-258 – Approving Acquisition of Utility Easement Located South of Capital Avenue and West of Lynn Lane in Merrick County (Joel Leetch & Janet Stryker).

#2010-259 – Approving Acquisition of Utility Easement Located at 2210 North Webb Road (James & Barbara Wiltgen).

#2010-260 – Approving Certificate of Final Completion for Water Main Project 2010-W-1; Poplar Street between 9<sup>th</sup> and 12<sup>th</sup> Streets with Diamond Engineering Company of Grand Island, Nebraska.

#2010-261 – Approving Agreement with the Nebraska Game and Parks Commission for Hunter Education Program.

#2010-262 – Approving Change Order No. 1 for Furnishing and Installation of Ball Field Lighting at the Veterans Athletic Field Complex with Ensley Electrical Services, Inc. of Grand Island, Nebraska for an Increase of \$8,370.00 and a Revised Contract Amount of \$239,647.00.

#2010-263 – Approving Bid Award for Purchase and Installation of Sod at the Veteran’s Athletic Field Complex with Tilley Sprinkler Systems of Grand Island, Nebraska in an Amount of \$46,629.00.

#2010-264 – Approving Bid Award for Root Foaming Machine for the Wastewater Treatment Plant with Douglas Products and Packaging of Liberty, Missouri in an Amount of \$24,000.00.

#2010-265 – Approving Bid Award for Root Foaming Chemical for the Wastewater Treatment Plant with Douglas Products and Packaging of Liberty, Missouri in an Amount of \$290.00 Unit Price.

#2010-266 – Approving Contract with Ameritas Investment Corp of Omaha, Nebraska for Bond Underwriter.

#2010-267 – Approving Annual Agreement for Financial Software Licensing and Support with Tyler Technologies, Inc. for Laserfiche Interface in an Amount of \$4,365.90.

Approving Garbage Permits for Clark Brother Sanitation, Heartland Disposal, Mid-Nebraska Disposal and Refuse Permits for Full Circle and O’Neill Transportation and Equipment. Discussion was held regarding signage on the garbage trucks and where the waste was being delivered. City Administrator Jeff Pederson stated in order to have all garbage haulers deliver to the City landfill there would need to be contracts in place, which currently there were none.

Motion by Meyer, second by Gericke to approve the Garbage Permits. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2010-268 – Consideration of Request from Rezac Enterprizes, Inc. dba Tiki Lounge, 3333 Ramada Road for a Class “C” Liquor License and Liquor Manager Designation for Jackie Rezac, 1512 E. Stolley Park Road. This item related to the aforementioned Public Hearing.

Discussion was held regarding the spouses information on the application. Bill Francis stated this was a corporation and it didn’t fall under the Nebraska State Statute §53-125(13). Police Chief Steve Lamken commented on Mr. Rezac’s criminal history and the fact that the financial papers had his name on them. He recommended the Council deny the application.

Motion by Ramsey, second by Zapata to deny Resolution #2010-268 based upon the Police Department report that the applicant’s spouse, Richard Rezac listed a “Fed Felony” conviction which is ineligible under Nebraska State Statute §53-125 (13). Upon roll call vote, Councilmember’s Meyer, Niemann, Ramsey, Zapata, and Gericke voted aye. Councilmember Dugan voted no. Motion failed.

Motion by Dugan, second by Ramsey to forward the application from Rezac Enterprizes, Inc. dba Tiki Lounge, 3333 Ramada Road for a Class “C” Liquor License to the Liquor Control Commission with no recommendation. Upon roll call vote, Councilmember’s Meyer, Niemann, Dugan, Ramsey, and Zapata voted aye. Councilmember Gericke voted no. Mayor Hornady cast the deciding vote. Motion adopted.

#2010-269 – Consideration of Approving Funding of Economic Development Request. This item related to the aforementioned Public Hearing.

Motion by Meyer, second by Niemann to approve Resolution #2010-269. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Ramsey to approve the Claims for the period of September 15, 2010 through September 28, 2010, for a total amount of \$3,286,707.74. Unanimously approved.

Motion by Dugan, second by Ramsey to approve the Claims for the Period of September 15, 2010 through September 28, 2010 for the Veterans Athletic Field Complex for a total amount of \$185,232.58. Unanimously approved.

Motion by Dugan, second by Ramsey to approve the Claims for the Period of September 15, 2010 through September 28, 2010 for the State Fair Recreation Building for a total amount of \$420,956.00. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:45 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G2

**#2010-270 - Approving City Council Meeting Schedule for 2011**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** October 12, 2010  
**Subject:** City Council Meeting Schedule for 2011  
**Item #'s:** G-2  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Grand Island City Code Chapter 2 specifies that Regular Meetings of the City Council shall be held in the Council Chambers of City Hall on the second and fourth Tuesdays of each month beginning at 7:00 p.m. City Council approved Ordinance No. 9009 on September 27, 2005 amending Chapter 2 of the Grand Island City Code allowing Study Sessions to be held at the discretion of the City Council.

## **Discussion**

The City Clerk has prepared the proposed 2011 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 11, 2011. See attached proposed meeting dates.

## **Alternatives**

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

1. Move to approve the 2011 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2011 meeting schedule to meet the wishes of the Council
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the proposed 2011 City Council meeting schedule.

## **Sample Motion**

Move to approve the 2011 City Council meeting schedule as proposed.



# **PROPOSED**

**2011**

## **CITY COUNCIL MEETING DATES**

January 11, 2011	July 12, 2011
January 25, 2011	July 26, 2011
February 8, 2011	August 9, 2011
February 22, 2011	August 23, 2011
March 8, 2011	September 13, 2011
March 22, 2011	September 27, 2011
April 12, 2011	October 11, 2011
April 26, 2011	October 25, 2011
May 10, 2011	November 8, 2011
May 24, 2011	November 22, 2011
June 14, 2011	December 6, 2011
June 28, 2011	December 20, 2011

R E S O L U T I O N   2010-270

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council of the City of Grand Island, Nebraska will meet in the Council Chambers, 100 East First Street at 7:00 p.m. on the below-mentioned dates:

**2011 City Council Meetings:**

January 11, 2011  
January 25, 2011  
February 8, 2011  
February 22, 2011  
March 8, 2011  
March 22, 2011  
April 12, 2011  
April 26, 2011  
May 10, 2011  
May 24, 2011  
June 14, 2011  
June 28, 2011

July 12, 2011  
July 26, 2011  
August 9, 2011  
August 23, 2011  
September 13, 2011  
September 27, 2011  
October 11, 2011  
October 25, 2011  
November 8, 2011  
November 22, 2011  
December 6, 2011  
December 20, 2011

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, October 12, 2010**

**Council Session**

## **Item G3**

**#2010-271 - Approving Agreement for Funding with the Central  
Nebraska Ethnic Festival**

**Staff Contact: Jeff Pederson**

# **Council Agenda Memo**

**From:** Jeff Pederson, City Administrator  
**Meeting:** October 12, 2010  
**Subject:** Approving Funding Contracts for Outside Agencies  
**Item #'s:** G-3 thru G-11  
**Presenter(s):** Jeff Pederson, City Administrator

## **Background**

As part of the City's budget process, Outside Agencies were asked to and submitted their budget requests.

## **Discussion**

Resolutions #2010-271 through #2010-279 are agreements with these agencies to provide their services. No agreement is needed with the Central District Health Department, as there is a current inter-local agreement in place with them which details their services.

## **Alternatives**

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

1. Move to approve the contracts with the Outside Agencies
2. Postpone the issue to a future date
3. Modify the Resolution to meet the wishes of the Council

## **Recommendation**

City Administration recommends that the Council approve the Outside Agency agreements.

## **Sample Motion**

Move to approve the Funding Agreements for the Outside Agencies.

**AGREEMENT FOR OFFICE SPACE AND EQUIPMENT  
BETWEEN THE CITY OF GRAND ISLAND  
AND  
THE CENTRAL NEBRASKA ETHNIC FESTIVAL**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, A Municipal Corporation and **THE CENTRAL NEBRASKA ETHNIC FESTIVAL**, hereinafter referred to collectively as "The Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, the Central Nebraska Ethnic Festival provides cultural opportunities for people in the Grand Island community of various ethnic backgrounds; and,

WHEREAS, it is in the best interests of the City of Grand Island to promote ethnic cultural events; and,

WHEREAS, the Central Nebraska Ethnic Festival has organized and operated the Central Nebraska Ethnic Festival; and,

WHEREAS, to organize, promote and operate the festival, it is necessary to provide Central Nebraska Ethnic Festival personnel with access to office space, office equipment and postal services which are available at City Hall.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Office Space.** The City of Grand Island agrees to provide space in City Hall for the use of the Central Nebraska Ethnic Festival personnel to do work in organizing and promoting the festival. Said space may include the non-exclusive use of a cubicle or an office for the purposes of the festival.

2. **Office Equipment.** The City of Grand Island agrees to make office equipment available for the use of the Central Nebraska Ethnic Festival personnel, including access to a photocopier, computer, facsimile and telephone equipment. These items of equipment will be made available on a non-exclusive basis for the use of Festival workers.

3. **Postal Services.** The City of Grand Island will provide the Central Nebraska Ethnic Festival access to the city's postal services available at City Hall and will not require compensation from the Ethnic Festival for postage expense in conducting the business of organizing, promoting and operating the Central Nebraska Ethnic Festival.

4. **Ethnic Festival.** The Central Nebraska Ethnic Festival agrees to organize, promote and operate an Ethnic Festival during the year 2011 to promote diverse ethnic cultures in the Grand Island community that is similar to the 2010 Ethnic Festival.

5. **Term.** The term of this agreement shall be for the period from October 1, 2010, through September 30, 2011, and either party may terminate this agreement upon thirty (30) days notice to the other party.

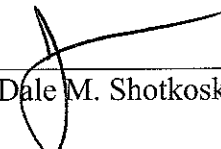
**CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Margaret Hornady, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Dale M. Shotkoski, City Attorney

**CENTRAL NEBRASKA ETHNIC FESTIVAL,**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Manager  
Central Nebraska Ethnic Festival

RESOLUTION 2010-271

WHEREAS, the Central Nebraska Ethnic Festival has planned, coordinated, and conducted an ethnic festival each year for the past ten years to celebrate and support the various ethnic cultures throughout the community; and

WHEREAS, the City of Grand Island has provided office space, supplies and the use of office equipment to the Central Nebraska Ethnic Festival in support of this annual event; and

WHEREAS, the value of providing such office space, supplies and equipment is approximately \$300; and

WHEREAS, it has been recommended that a contract between the Central Nebraska Ethnic Festival and the City of Grand Island be entered into which outlines the obligations of each party, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a contract be entered into between the City and the Central Nebraska Ethnic Festival to provide office space and supplies and the use of office equipment to the Central Nebraska Ethnic Festival through September 30, 2011 to plan, coordinate and conduct the annual Central Nebraska Ethnic Festival.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract with the Central Nebraska Ethnic Festival on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G4

**#2010-272 - Approving Agreement for Funding with the Crisis Center, Inc.**

*This item relates to the aforementioned Consent Agenda Item G-3.*

Staff Contact: Jeff Pederson



## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **CRISIS CENTER, INC.**, a non-profit agency.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to preserve order and secure persons or property from violence, danger and destruction; and

WHEREAS, the Crisis Center provides a 24-hour per day service for victims of family violence and sexual assault; and

WHEREAS, the City desires to contract with the Crisis Center to perform certain services associated with victims of family violence and sexual assault.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the Crisis Center agree as follows:

1. **RESPONSIBILITIES.** The Crisis Center agrees to perform the following services pursuant to this agreement:

(A) Provide a safe shelter for victims and victims' family members who are in danger or when there is a threat of danger.

(B) Provide emergency and support transportation to enable victims and victims' family members to access law enforcement agencies, medical treatment, necessary support agencies, court hearings, and/or a safer environment.

(C) Provide medical attention, if needed, and obtain prescriptions (if not covered by client's insurance or through Medicaid).

(D) Assist in filing protection orders.

(E) Provide clothing/food to persons forced to leave their home without time to pack belongings.

(F) Provide child care while the victim are seeking housing, jobs, and keeping appointments with human service agencies.

(G) Assist victims in developing plans to address goals, feelings, roadblocks and services in the community.

(H) Provide support to victims during criminal and civil court proceedings.

(I) Provide support groups to address domestic violence, sexual assault, and teen dating violence issues.

(J) Conduct presentations on date rape, dating violence, domestic violence, elder abuse, rape, acquaintance rape, incest, child abuse, and suicide issues and concerns to school groups, civic organizations and governmental agencies.

2. COMPENSATION. In consideration of the Crisis Center performing the services provided for in this agreement, the City agrees to pay the Crisis Center Seven Thousand Six Hundred Eighty and No/100 Dollars (\$7,680.00). Such amount shall be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2011.

4. LIMITATION. The Crisis Center hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in the 2010-2011 budget presentation and approved by City Council in the 2010-2011 fiscal year City budget.

5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and the Crisis Center notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Margaret Hornady, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

THE CRISIS CENTER, INC.,  
A Non-Profit Agency,

By: \_\_\_\_\_  
Chairperson of the Board of Directors

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, Chairperson of the Board of Directors of the Crisis Center, Inc., a Non-Profit Agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

RESOLUTION 2010-272

WHEREAS, the City is authorized by state law to contract with The Crisis Center, Inc., a non-profit agency, to provide services to victims of family violence and sexual assault; and

WHEREAS, the City desires to enter into a contract with The Crisis Center to provide such services to victims of family violence and sexual assault; and

WHEREAS, the City shall provide funding to The Crisis Center in the amount of \$7,680 during fiscal year 2010-2011 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and The Crisis Center, Inc. to provide services to victims of family violence and sexual assault.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract with The Crisis Center on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G5

**#2010-273 - Approving Agreement for Funding with the Grand Island Area Council for International Visitors**

*This item relates to the aforementioned Consent Agenda Item G-3.*

Staff Contact: Jeff Pederson

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **GRAND ISLAND AREA COUNCIL FOR INTERNATIONAL VISITORS**, a non-profit agency, hereinafter referred to as "CIV".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, CIV designs and implements professional programs and provides cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars; and

WHEREAS, the City desires to contract with CIV to coordinate visits from international guests in promoting the various aspects of the community.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and CIV agree as follows:

1. **Responsibilities.** CIV shall maintain a group of trained persons available to coordinate arrangements with international guests to promote the Grand Island community. The City will provide administrative assistance in compiling press releases, providing agendas and fax services.

2. **Compensation.** In consideration of CIV performing the services provided for in this agreement, the City agrees to pay CIV Six Hundred Forty and No/100 Dollars (\$640.00). Such amount to be paid upon the execution of this agreement by all parties, and approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2011.

4. **Limitation.** CIV hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein and approved by City Council in the City's 2010-2011 fiscal year budget.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and CIV notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A municipal corporation,

By: \_\_\_\_\_  
Margaret Hornady, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

GRAND ISLAND AREA COUNCIL FOR  
INTERNATIONAL VISITORS, a Nebraska  
non-profit agency,

By: \_\_\_\_\_  
Jon E. Heinrich, President

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jon E. Heinrich, President of the Grand Island Area Council for International Visitors, a Nebraska non-profit agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

RESOLUTION 2010-273

WHEREAS, the City is authorized by state law to contract with the Grand Island Area Council For International Visitors, a non-profit agency, to provide cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars in promoting the various aspects of the Grand Island community; and

WHEREAS, the City desires to enter into a contract with the Grand Island Area Council for International Visitors to provide such services; and

WHEREAS, it is recommended that the City provide funding to the Grand Island Area Council for International Visitors in the amount of \$640 during fiscal year 2010-2011 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and the Grand Island Area Council for International Visitors to provide funding in the amount of \$640 in support of cultural activities and home hospitality opportunities for foreign leaders, specialists and international scholars in promoting the various aspects of the Grand Island community.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract with the Grand Island Area Council for International Visitors on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2010.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

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





# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G6

### **#2010-274 - Approving Agreement for Funding with the Convention & Visitors Bureau**

*This item relates to the aforementioned Consent Agenda Item G-3.*

Staff Contact: Jeff Pederson

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **GRAND ISLAND HALL COUNTY CONVENTION & VISITORS BUREAU**, a non-profit agency, hereinafter referred to as "CVB".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, CVB promotes and markets convention business and tourism to the Grand Island/Hall County area; and

WHEREAS, the City desires to contract with CVB to continue coordination efforts to attract and pursue such convention business and tourists to this area.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and CVB agree as follows:

1. **Responsibilities.** CVB shall market and promote the City of Grand Island for the purpose of attracting convention business and tourists to the Grand Island community.

2. **Compensation.** In consideration of CVB performing the services provided for in this agreement, the City agrees to pay CVB Six Thousand Four Hundred and No/100 Dollars (\$6,400.00). Such amount to be paid upon the execution of this agreement by all parties, and approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2011.

4. **Limitation.** CVB hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for 2010-2011 fiscal year.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and CVB notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A municipal corporation,

By: \_\_\_\_\_  
Margaret Hornady, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

GRAND ISLAND HALL COUNTY  
CONVENTION AND VISITORS  
BUREAU, a Nebraska non-profit agency,

By: \_\_\_\_\_  
Renee A. Seifert, Executive Director

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Renee A. Seifert, Executive Director of the Grand Island Hall County Convention and Visitors Bureau, a Nebraska non-profit agency, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

RESOLUTION 2010-274

WHEREAS, the City is authorized by state law to contract with the Grand Island Hall County Convention and Visitors Bureau, a non-profit agency, to market and promote tourism and convention activities in the area; and

WHEREAS, the City desires to enter into a contract with the Grand Island Hall County Convention and Visitors Bureau to provide such services; and

WHEREAS, it is recommended that the City provide funding to the Grand Island Hall County Convention and Visitors Bureau in the amount of \$6,400 during the fiscal year 2010-2011 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and the Grand Island Hall County Convention and Visitors Bureau to provide funding in the amount of \$6,400 in support of tourism and convention activities in the Grand Island area.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract with the Grand Island Hall County Convention and Visitors Bureau on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G7

### **#2010-275 - Approving Agreement for Funding with Izaak Walton Kids Fishing Derby**

*This item relates to the aforementioned Consent Agenda Item G-3.*

Staff Contact: Jeff Pederson

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and the **"IZAAK WALTON KIDS FISHING DERBY"**, hereinafter referred to as the Fishing Derby.

WHEREAS, the City desires to contract with the Fishing Derby to increase public awareness of fishing, to encourage youth to experience the sport first hand and to advocate an alternative activity to drugs and alcohol.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Fishing Derby agrees to perform the services as set forth in the City budget approved on September 14, 2010.

COMPENSATION. In consideration of the Fishing Derby performing the services provided for in this agreement, the City agrees to pay the Fishing Derby One Thousand Two Hundred Eighty and No/100 Dollars (1,280.00). Payment shall be made upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2011.

LIMITATION. The Fishing Derby hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and the Fishing Derby notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Margaret Hornady, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

**"IZAACK WALTON KIDS  
FISHING DERBY"**

By: \_\_\_\_\_

John Meister, Director

STATE OF NEBRASKA       )  
                                      ) ss  
COUNTY OF HALL        )

On \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Meister, Director of "Izaak Walton Kids Fishing Derby", known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

RESOLUTION 2010-275

WHEREAS, in June, 2010, the thirteenth annual "Izaak Walton Kids Fishing Derby" was held at the Nebraska Veterans Home Lake in Grand Island; and

WHEREAS, the goal of this event is to increase public awareness of fishing, to encourage youth to experience the sport first hand and to advocate an alternative activity to drugs and alcohol; and

WHEREAS, the City agrees to pay the Fishing Derby \$1,280 for performing agreed upon services during the 2010-2011 fiscal year as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and the Fishing Derby to perform services to increase public awareness of fishing, to encourage youth to experience the sport first hand and to advocate an alternative activity to drugs and alcohol.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G8

**#2010-276 - Approving Agreement for Funding with Hope Harbor**

*This item relates to the aforementioned Consent Agenda Item G-3.*

Staff Contact: Jeff Pederson

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **HOPE HARBOR**, a Nebraska non-profit corporation.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, Hope Harbor provides a variety of services to needy, homeless and near homeless families located in Grand Island; and

WHEREAS, the City desires to contract with Hope Harbor to assist in the costs of providing a transitional shelter for the needy, homeless and near homeless families of this community, and for providing emergency services to such individuals.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and Hope Harbor agree as follows:

1. **Responsibilities.** Hope Harbor agrees to provide and maintain a transitional shelter for the needy, homeless and near homeless families of the Grand Island community, and shall continue to provide emergency services and referrals to the needy and other service providers.

2. **Compensation.** In consideration of Hope Harbor performing the services provided for in this agreement, the City agrees to pay Hope Harbor Two Thousand Eight Hundred Eighty and No/100 Dollars (\$2,880.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2011.

4. **Limitation.** Hope Harbor hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2010-2011 fiscal year.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and Hope Harbor notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A municipal corporation,

By: \_\_\_\_\_  
Margaret Hornady, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

HOPE HARBOR,  
A Nebraska non-profit corporation,

By: \_\_\_\_\_  
Melissa J. DeLaet, Executive Director

STATE OF NEBRASKA       )  
                                      ) ss  
COUNTY OF HALL        )

On \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Melissa J. DeLaet, Executive Director of Hope Harbor, a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

RESOLUTION 2010-276

WHEREAS, the City is authorized by state law to contract with Hope Harbor, formerly known as Community Humanitarian Resource Center, a non-profit agency, to assist in the operation of a transitional homeless shelter, emergency services and referrals to the needy and other service providers in the Grand Island area; and

WHEREAS, the City desires to enter into a contract with Hope Harbor to provide such services; and

WHEREAS, the City shall provide funding to Hope Harbor in the amount of \$2,880 during fiscal year 2010-2011 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Hope Harbor to assist in the operation of the transitional homeless shelter in Grand Island and to offer emergency services and referrals to the needy and other service providers in the Grand Island area.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

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



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G9

### **#2010-277 - Approving Agreement for Funding with the Grand Island Multicultural Coalition**

*This item relates to the aforementioned Consent Agenda Item G-3.*

Staff Contact: Jeff Pederson

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **THE MULTICULTURAL COALITION**, a Nebraska non-profit corporation.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-246 to maintain the peace, good government, and welfare of the City, and for promoting the public health, safety, convenience, comfort, morals and the general interests and welfare of the inhabitants of the city; and

WHEREAS, The Multicultural Coalition was formed to respond to the needs of the increasingly culturally diverse city of Grand Island; and

WHEREAS, the City desires to contract with The Multicultural Coalition to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services, and stretches limited financial resources of service providers.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and CHRC agree as follows:

1. **Responsibilities.** The Multicultural Coalition agrees to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services, and stretches limited financial resources of service providers.
2. **Compensation.** In consideration of The Multicultural Coalition performing the services provided for in this agreement, the City agrees to pay The Multicultural Coalition Six Thousand Four Hundred and No/100 Dollars (\$6,400.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.
3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2011.
4. **Limitation.** The Multicultural Coalition hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2010-2011 fiscal year.
5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and The Multicultural Coalition notwithstanding any other oral agreements or

understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A municipal corporation,

By: \_\_\_\_\_  
Margaret Hornady, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

THE MULTICULTURAL COALITION,  
a Nebraska non-profit corporation,

By: \_\_\_\_\_  
Carlos Barcenas, Director

STATE OF NEBRASKA       )  
                                      ) ss  
COUNTY OF HALL        )

On \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carlos Barcenas, Director of The Multicultural Coalition, a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

RESOLUTION 2010-277

WHEREAS, the City is authorized by state law to contract with The Multicultural Coalition, a non-profit agency, to provide for the needs of the increasingly culturally diverse city of Grand Island; and

WHEREAS, the City desires to enter into a contract with The Multicultural Coalition to provide a comprehensive service delivery center that serves new immigrants, reduces duplication of services, better utilizes the time of clients and service providers, eliminates barriers to services and stretches limited financial resources of service providers; and

WHEREAS, the City shall provide funding to The Multicultural Coalition in the amount of \$6,400 during fiscal year 2010-2011 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and The Multicultural Coalition to provide services to the increasingly culturally diverse City of Grand Island.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract with The Multicultural Coalition on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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





# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G10

**#2010-278 - Approving Agreement for Funding with Senior Citizens Industries, Inc.**

*This item relates to the aforementioned Consent Agenda Item G-3.*

Staff Contact: Jeff Pederson

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **SENIOR CITIZENS INDUSTRIES, INC.**, a Nebraska non-profit corporation, hereinafter referred to as "SCI".

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-255 to contract with state agencies, political subdivisions, and private non-profit agencies to plan, initiate, operate, maintain, administer funding for, and evaluate facilities, programs and services designed to meet the needs of elderly persons; and

WHEREAS, SCI provides a variety of services to elderly and handicapped individuals; and

WHEREAS, the City desires to contract with SCI to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and SCI agree as follows:

1. **Responsibilities.** SCI agrees to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

2. **Compensation.** In consideration of SCI performing the services provided for in this agreement, the City agrees to pay SCI Nine Thousand Six Hundred and No/100 Dollars (\$9,600.00). Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2011.

4. **Limitation.** SCI hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their budget presentation for the 2010-2011 fiscal year.

5. **Entire Agreement.** This agreement constitutes the entire agreement between the City and SCI notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A municipal corporation,

By: \_\_\_\_\_  
Margaret Hornady, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

SENIOR CITIZENS INDUSTRIES, INC.,  
a Nebraska non-profit corporation,

By: \_\_\_\_\_  
Theresa Engelhardt, Executive Director

STATE OF NEBRASKA        )  
                                      ) ss  
COUNTY OF HALL         )

On \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Theresa Engelhardt, Executive Director of the Senior Citizens Industries, Inc., a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

RESOLUTION 2010-278

WHEREAS, the City is authorized by state law to contract with Senior Citizens Industries, Inc., a Nebraska non-profit corporation, to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals; and

WHEREAS, the City desires to enter into a contract with Senior Citizens Industries, Inc. to provide such services; and

WHEREAS, the City shall provide funding to Senior Citizens Industries in the amount of \$9,600 during fiscal year 2010-2011 for performing agreed upon services as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Senior Citizen Industries, Inc. to provide the equipment, buildings, utilities and goods including food to provide services to elderly and physically challenged individuals.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract with Senior Citizens Industries, Inc. on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G11

### **#2010-279 - Approving Agreement for Funding with Clean Community System**

*This item relates to the aforementioned Consent Agenda Item G-3.*

Staff Contact: Jeff Pederson

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA - CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to and the City Council has approved such expenses within the 2010-2011 fiscal year's budget adopted by City Council on September 14, 2010 to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts three to four times per year on environmental issues.

(B) Develop and print 20,500 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Twenty Thousand and No/100 Dollars (\$20,000.00). Payment shall be made upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2011.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Margaret Hornady, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

GRAND ISLAND AREA - CLEAN  
COMMUNITY SYSTEM

By: \_\_\_\_\_  
Betty Curtis, Executive Coordinator

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Betty Curtis, Executive Coordinator for the Grand Island Area - Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public



RESOLUTION 2010-279

WHEREAS, the City is authorized to establish and provide for the support of any service, facility or system required by the Integrated Solid Waste Management Act; and

WHEREAS, the City desires to contract with Grand Island Area – Clean Community System to perform certain services associated with environmental education which are required by the Integrated Solid Waste Management Act; and

WHEREAS, the City agrees to pay Grand Island Area – Clean Community System \$20,000 for performing agreed upon services during the 2010-2011 fiscal year as outlined in the agreement; and

WHEREAS, such funding was approved by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, an agreement by and between the City and Grand Island Area – Clean Community System to perform services associated with environmental education.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract with Grand Island Area – Clean Community System on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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



# **City of Grand Island**

**Tuesday, October 12, 2010**

**Council Session**

## **Item G12**

**#2010-280 - Approving Memorandum of Understanding for  
Nebraska Foster Youth Council Project**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development

**Meeting:** October 12, 2010

**Subject:** Approve Memorandum of Understanding for Nebraska Foster Youth Council Project

**Item #'s:** G-12

**Presenter(s):** Joni Kuzma, Community Development Administrator

## **Background**

The Nebraska Children and Families Foundation (NCFF) offered the City, through the Coalition for Children (CfC), an opportunity to enhance resources and support for youth with foster care experience in our community and in Nebraska. NCFF has funded a variety of programs and collaboration building activities in Grand Island for almost 15 years. For the past four years, the CfC has been building mutual community partnerships, with guidance from NCFF, in preparation for this and other projects that enhance the Child Well-being Prevention System of Care.

The CfC invited Coalition members and other interested parties to submit proposals to conduct the work outlined by NCFF to create a local Foster Youth Council. Court Appointed Special Advocates (CASA) submitted a proposal and has agreed to carry out the scope of work as outlined in Attachment A: Scope of Services (Items A and C) and to meet grant requirements identified in the Independent Contractor Agreement between the City and NCFF.

## **Discussion**

The Foster Youth Advisor and Council Development offer generally includes:

- Financial support of up to \$10,000 to select and provide funding for a part-time staff person to enhance and support a local Nebraska Foster Youth Council (NFYC) Chapter.
- Additional financial support of up to \$2,000 for facilitating monthly Nebraska Foster Youth Council meetings in Central Nebraska
- Technical support to assist in creating a strategic plan for foster youth
- \$1,000 for community partner meeting expenses

The City will act as fiscal agent. The Coalition for Children in collaboration with Community Development will work with CASA to carry out the Scope of Work, Items A and C, between October 1, 2010 and January 31, 2011.

### **Alternatives**

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

1. Approve the Memorandum of Understanding
2. Refer the issue to a Committee
3. Postpone the issue to future date

### **Recommendation**

City administration recommends that Council approve the Memorandum of Understanding.

### **Sample Motion**

Move to approve the Memorandum of Understanding with the Coalition for Children and Court Appointed Special Advocates for the specified project and authorize the Mayor to sign all related documents.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Between**  
**CITY OF GRAND ISLAND**  
**And**  
**NEBRASKA CHILDREN AND FAMILIES FOUNDATION**

**TERM OF CONTRACT: May 1, 2010 – September 30, 2010**

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This CONTRACT is made and entered into effective May 1, 2010 by and between Nebraska Children and Families Foundation, 215 Centennial Mall S, Suite 200, Lincoln, NE 68508 (hereinafter known as the "FOUNDATION") and the City of Grand Island, PO Box 1968, Grand Island, NE 68802 (hereinafter known as the "CONTRACTOR").

**I. TERM AND TERMINATION**

- A. **TERM.** This Contract shall be in effect from May 1, 2010 to September 30, 2010 unless otherwise terminated as provided herein below.
- B. **TERMINATION.** This Contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party. The FOUNDATION may also terminate the Contract in accord with provisions designated under "AVAILABILITY OF FUNDING" or "BREACH OF CONTRACT." In the event that either party terminates this contract, the contractor shall provide all work in program/completed to the FOUNDATION.
- C. **PURPOSE.** The purpose of this contract is for a part-time staff person to enhance and support a local Nebraska Foster Youth Council (NFYC) Chapter, as outlined in original offer letter dated February 19, 2010.

**II. CONSIDERATION**

- A. The FOUNDATION agrees to pay the CONTRACTOR the total amount not to exceed \$13,000.00 for services specified herein.
- B. The FOUNDATION agrees to make one payment for \$13,000.00. The payment will be made upon signing of the contract and is contingent upon availability of funding.
- C. The FOUNDATION further agrees to reimburse the CONTRACTOR up to \$3,000.00 in additional funds for the following:
  - a. Up to \$2,000.00 for facilitating monthly NFYC meetings in the Grand Island community, and
  - b. Up to \$1,000.00 for community partner meeting expenses.
- D. The FOUNDATION agrees to make these payments upon a received and approved invoice from the CONTRACTOR.

**III. SCOPE OF SERVICES**

The CONTRACTOR agrees to perform the services as outlined in Attachment A.

**IV. REPORTING REQUIREMENTS**

The CONTRACTOR will submit monthly documentation to the FOUNDATION, specifically the Foster Youth Initiative, as outlined in Attachment A. Further, a final Plan for Project Everlast

implementation will be due to the FOUNDATION, specifically the Foster Youth Initiative, by September 30, 2010.

#### V. TERMS AND CONDITIONS


- A. **MODIFICATION.** Either party hereto may request a modification of this Agreement upon submission of written notice to the other party at least ten (10) days prior to the effective date of change. Both parties must agree to the modification.
- B. **TERMINATION.** Either party hereto may cancel this Agreement for any reason upon submission of written notice to the other party at least ten (10) days prior to the effective date of cancellation. The FOUNDATION may, at its discretion, terminate the Agreement immediately upon written notice, should the CONTRACTOR breach this Agreement.
- C. **NON-DISCRIMINATION.** The CONTRACTOR agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training including apprenticeship. The CONTRACTOR agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the CONTRACTOR. The CONTRACTOR further agrees to insert similar provisions in all sub-contracts for services allowed under this Agreement under any program or activity.
- D. **ASSIGNABILITY.** The CONTRACTOR agrees not to assign or transfer any interest, rights, or duties in this Agreement to any person, firm, or corporation without prior written consent of the FOUNDATION.
- E. **CONFIDENTIALITY.** The CONTRACTOR agrees that any and all information regarding individual consumers of services gathered in the performance of this Agreement, either independently or through the FOUNDATION, shall be held in the strictest confidence and shall be released to no one other than the FOUNDATION, without the prior written authorization of the FOUNDATION, provided, that contrary Agreement provisions set forth hereinabove shall be deemed to be authorized specific exceptions to this general confidentially provision.
- F. **COPYRIGHT.** The CONTRACTOR may copyright any of the copyrightable material produced in conjunction with the performance required under this Agreement. The FOUNDATION hereby reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.
- G. **BREACH OF CONTRACT.** Should the CONTRACTOR breach this Agreement, the FOUNDATION may, at its discretion, terminate the Agreement immediately upon written notice to the CONTRACTOR. The FOUNDATION shall pay the CONTRACTOR only for such performance as has been properly completed and is of use to the FOUNDATION.

The FOUNDATION may, at its discretion, contract for provision of the services required to complete this Agreement and hold the CONTRACTOR liable for all expenses incurred in such additional contract over and above the total cost of performance set forth. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

- H. UNAVAILABILITY OF FUNDING. Due to possible future reductions in State and/or Federal appropriations, the FOUNDATION cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, the FOUNDATION may terminate the Agreement or reduce the consideration upon notice in writing to the CONTRACTOR. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. The FOUNDATION shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the state and/or federal funding reduction, whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the CONTRACTOR may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the FOUNDATION.

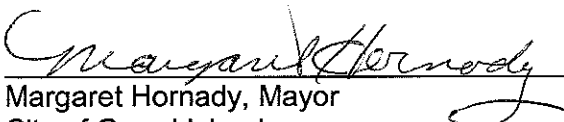
Executed by the parties or their duly authorized representatives on the dates indicated below.

FOR THE FOUNDATION:

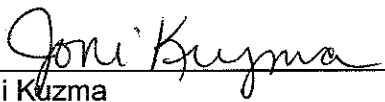
  
\_\_\_\_\_  
Mary Jo Pankoke, President  
Nebraska Children and Families Foundation

4/29/10  
Date

FOR THE CONTRACTOR:

  
\_\_\_\_\_  
Margaret Hornady, Mayor  
City of Grand Island

5-10-10  
Date

  
\_\_\_\_\_  
Joni Kuzma  
City of Grand Island

5-14-10  
Date

Federal ID: 47-6006205

## **Attachment A: Scope of Services**

### **I. Scope of Services. SERVICES TO BE PROVIDED: The CONTRACTOR will:**

#### ***PART I:* Identify Host Agency to:**

- A. Monthly and Ongoing
  - a. Participate in Foster Youth Initiative trainings
  - b. Submit monthly documentation to the FOUNDATION, specifically the Foster Youth Initiative, including:
    - i. Need Based Fund recommendations
    - ii. New Member Applications and supplementing forms
    - iii. Monthly Meeting cost expense forms
    - iv. Update on local NFYC Chapter, including monthly council activities and meeting agenda notes
    - v. Copies of presentation request forms and evaluations
  - c. Participate in regularly held peer conference calls with other Youth Advisors regarding support, technical assistance, sustainability and development and attend and participate in weekly peer conference
  - d. Recruit and engage new Nebraska Foster Youth Council Members and track both, number of recruited NFYC Chapter Members and attendance at NFYC Chapter meetings
  - e. Support NFYC Speaker's Bureau and Leadership Board activities
    - i. Information disseminated to community members of the opportunity to have presentations from the Speaker's Bureau
    - ii. Identification and referral of members for service on the Speaker's Bureau
    - iii. Assistance to Speaker's Bureau Coordinator in arranging transportation, identifying and contacting appropriate speakers and chaperoning / facilitating presentations
    - iv. Assistance in Leadership Board transportation, meeting planning, and chaperoning
    - v. Assistance in identifying and referring Youth Leaders to participate in Leadership Board
- B. Youth Planning (to be completed by June 30, 2010)
  - a. Facilitate Four (4) Youth Planning Meetings
    - i. Utilization of Youth Planning Guide and Planning Template
    - ii. Notes from four weekly meetings
    - iii. Number of youth involved
    - iv. Meeting evaluations
  - b. Community Meeting Planning
    - i. Confirm location, date and meeting details
    - ii. Invitations created and disseminated to community partners
- C. Community Engagement and NFYC Chapter Start-Up (to be completed by July 30, 2010)
  - a. Host Community Meeting
    - i. Partner / community attendance
    - ii. Meeting notes and outcomes
    - iii. Meeting evaluations



- b. Complete Environmental Scan with community
  - c. Compile and submit draft Youth/Community sections of Plan
    - i. Local action steps in each of the six Project Everlast outcomes
    - ii. Identified Community Partners' roles and next steps
  - d. Begin hosting monthly NFYC Chapter meetings
    - i. Location, times, dates, agendas
    - ii. Identification of Youth Leaders
    - iii. Monthly meeting notes
    - iv. Meeting evaluations
- D. NFYC Meetings and Sustainability Planning (to be completed by August 30, 2010)
- a. Generate and submit draft Sustainability piece of Plan
    - i. Identification of Host Agency for implementing Lincoln Project Everlast Plan and NFYC Chapter
    - ii. Process for transitioning Project Everlast and NFYC Chapter to Host Agency, to include but not limited to
      - 1. Timeline
      - 2. Mission, vision, goals for Project Everlast Plan/NFYC Chapter
      - 3. Plans for sustainability
      - 4. Plans for maintenance and oversight
      - 5. Roles and responsibilities
    - iii. Letter of support from Host Agency
  - b. Establish local Community Partnership Board to support local NFYC Chapter and Project Everlast
    - i. Diversity and number of Community Partners
    - ii. Number of meetings
    - iii. Outcomes and accomplishments
    - iv. Meeting notes
    - v. Meeting evaluations
  - c. Host monthly NFYC Chapter meetings
    - i. Location, times, dates, agendas
    - ii. Monthly meeting notes
    - iii. NFYC Chapter Member evaluations
- E. Final Plan and Transition (to be completed by September 30, 2010)
- a. Compilation of Final Project Everlast Plan
    - i. Youth and Community Action Steps
    - ii. Sustainability Plan
    - iii. Trans Transition Plan (if applicable)
    - iv. Success and lessons learned
    - v. List of partners and their roles (if applicable)
  - b. Begin transition to Host Agency
    - i. Regular meetings
    - ii. Communication with Foundation Staff and Host Agency Staff
    - iii. NFYC Chapter meeting evaluations focused on transition
  - c. Host Community Meetings
    - i. Location, times, dates, agendas
    - ii. Monthly meeting notes
    - iii. Meeting evaluations
  - d. Host monthly NFYC Chapter meetings
    - i. Location, times, dates, agendas

- ii. Monthly meeting notes
- iii. NFYC Chapter Member evaluations

*PART II:* Support NFYC Chapter and Project Everlast activities, events, and meetings through Coalition for Children Member participation

*PART III:* Provide oversight and fiscal management of host agency deliverables

II. Scope of Services. SERVICES TO BE PROVIDED: The FOUNDATION will provide:

- A. Training to the selected Youth Advisor on the FOUNDATION's Foster Youth Initiative
- B. Specific and on-going training and technical assistance on facilitating an NFYC Chapter
- C. Oversight and management of NFYC Leadership Board and Speakers Bureau, including training of NFYC LB and SB Members
- D. Management and facilitation of annual NFYC sibling event, Camp Catch-Up
- E. Connection to research and TA from national and state partners
- F. Opportunities for Youth Advisor development
- G. Staff and Consultants for on-going support and assistance
- H. Peer conference calls for all Youth Advisors
- I. Documents and materials for NFYC, including:
  - a. NFYC Handbook
  - b. NFYC Code of Conduct
  - c. NFYC's – How to Structure a Local Meeting
  - d. Foster Youth Initiative Policy and Procedure Manual
  - e. Marketing and recruitment material including brochures, NFYC business cards, etc.
  - f. Youth Connection newsletters
  - g. Other supportive material
- J. Training and technical assistance on Project Everlast
- K. Travel expense assistance

## **MEMORANDUM OF UNDERSTANDING NEBRASKA FOSTER YOUTH COUNCIL INITIATIVE**

This Memorandum of Understanding is approved and executed on this 12th day of October, 2010, by THE CITY OF GRAND ISLAND (The City), COURT APPOINTED SPECIAL ADVOCATES (CASA), and the COALITION FOR CHILDREN (CfC).

### **I. Project Description.**

The purpose of this Memorandum of Understanding is to state the general terms, conditions, scope of work and commitments of respective parties to administer and meet the contract specifications of the "Nebraska Foster Youth Council" grant award to the City of Grand Island by the Nebraska Children and Families Foundation. This document will outline the understanding between the parties to this agreement to enhance resources and supports for youth with foster care experience in Grand Island and surrounding communities through a collaborative assessment and planning process.

### **II. Background.**

The Nebraska Children and Families Foundation (NCFF) offered the City, through the CfC, an opportunity to enhance resources and support for youth with foster care experience in our community and in Nebraska.. NCFF has funded a variety of programs and collaboration building activities in Grand Island for almost 15 years. For the past four years, the CfC has been building mutual community partnerships, with guidance from NCFF, in preparation for this and other projects that enhance the Child Well-being Prevention System of Care.

The CfC invited Coalition members and other interested parties to submit proposals to conduct the work outlined by NCFF to create a local Foster Youth Council. CASA submitted a proposal and has agreed to carry out the scope of work as outlined in Attachment A: Scope of Services and to meet grant requirements identified in the Independent Contractor Agreement between the City and NCFF.

### **III. Recitals.**

WHEREAS, the City of Grand Island, a Nebraska Municipal Corporation, is an eligible applicant, collaborates with the Coalition for Children and Court Appointed Special Advocates. and has received a grant award for funding the creation of a Foster Youth Council in Central Nebraska; and

WHEREAS, the Nebraska Children and Families Foundation has asked the Coalition for Children to identify a Host Agency for this project; and

WHEREAS, Court Appointed Special Advocates has expressed interest and intent to act in the capacity of Host Agency in collaboration with the Coalition for Children; and

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

#### **IV. Roles and Responsibilities**

##### **City of Grand Island, Hall County, Nebraska will**

- Act as the fiscal agent for the cooperative agreement;
- Ensure compliance with spending and reporting requirements of NCFF;
- Support the collaborative efforts of the project by providing meeting space and other support;
- Designate staff members from appropriate departments (i.e. the Police Department and Community Development Division) to participate on the Coalition for Children;
- Approve the proposed project budget in collaboration with the CfC and expenditures for reimbursement.

##### **Coalition for Children, local collaborative for Child Well-being, will**

- Identify the Host Agency
- Collaborate with Director and staff of CASA support NFYC Chapter activities and events;
- Oversee Host Agency deliverables
- Participate on Community Youth Partnership Board
- Assist in community engagement and NFYC Chapter Start-Up
- In collaboration with CASA and NCFF, create a Foster Youth Council, community environmental scan, and a local Community Partnership Board during Phase 1; Phase 2 includes the development of a sustainability plan and a final Project Everlast Plan
- Approve the proposed project budget.

##### **Court Appointed Special Advocates will**

- Dedicate employed staff members and volunteers to provide the services outlined in Attachment A: Scope of Services;
- Support growth of the collaborative effort;
- Submit monthly documentation to the CfC and the City on progress meeting outlines in Attachment A: Scope of Work and the Foster Youth Initiative;
- Submit financial documentation for all expenditures attributable to allowable costs;
- Maintain confidentiality about youth participating in the Foster Youth Council;
- Provide facilities for program service objectives;

- In collaboration with CASA and NCFF, create a Foster Youth Council, community environmental scan, and a local Community Partnership Board during Phase 1; Phase 2 includes the development of a sustainability plan and a final Project Everlast Plan

#### **V. Time Line.**

The beginning and ending dates of this collaborative effort would coincide with the approved NCFF grant period of October 1, 2010 to January 31, 2011, or any subsequent extension or amendment as approved by NCFF. Any previously approved MOU will become null and void as of the effective date of this document.

**VI.** Nothing in this MOU is intended to create a legal partnership, joint venture, or agency relationship between the parties.

**VII.** The City of Grand Island reserves the right to withdraw from participation in this agreement at any time during the grant period.

#### **VIII. Funding**

This MOU includes the reimbursement of funds between the two parties.

The Foster Youth Advisor and Council Development offer generally includes:

- Financial support of up to \$10,000 to select and provide funding for a part-time staff person to enhance and support a local Nebraska Foster Youth Council (NFYC) Chapter.
- Additional financial support of up to \$2,000 for facilitating monthly Nebraska Foster Youth Council meetings in Central Nebraska
- Technical support from NCFF to assist in creating a strategic plan for foster youth
- \$1,000 for community partner meeting expenses

#### **IX. Record Retention**

All records must be retained for three years from fiscal closure. This requirement applies to fiscal records, reports and client information. Supporting documentation may be kept at the subcontractor level, but must be available for review for three years from the date of quarterly claim submittal. Any costs that cannot be substantiated by source documents will be disallowed as charges to the project.

#### **X. Future Amendments.**

Occasionally the undersigned may jointly desire to amend the terms of this Memorandum of Understanding for any future agreement. Such consent shall not be unreasonably withheld but must be acknowledged in writing by all original parties to this Memorandum of Understanding before going into effect.

## APPROVAL

We, the undersigned have read and agree with this MOU. Further, we have reviewed the portion of the proposed project budget pertaining to the collaborative effort described here, and approve it.

By \_\_\_\_\_  
Diana Meyer, Executive Director  
Court Appointed Special Advocates

Date \_\_\_\_\_

By \_\_\_\_\_  
Margaret Hornady, Mayor  
City of Grand Island

Date October 12, 2010

By \_\_\_\_\_  
Robbie Wilke, Board Chair  
Court Appointed Special Advocates

By \_\_\_\_\_

(Dave Reed)

By \_\_\_\_\_

(Randy See)

By \_\_\_\_\_

(Beth Schuler)

By \_\_\_\_\_

(Joni Kuzma, Grant administrator)

Coalition for Children Steering Committee

Date \_\_\_\_\_

## ATTEST:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Date \_\_\_\_\_

R E S O L U T I O N    2010-280

WHEREAS, the Nebraska Children and Families Foundation is awarded a Foster Youth Advisory and Council Development grant to the City of Grand Island; and

WHEREAS, the grant includes financial support of up to \$13,000 to complete a community assessment and strategic plan for foster youth;

WHEREAS, a Foster Youth Council must be formed and a community assessment completed by January 31, 2011, or as amended or extended by the Nebraska Children and Families Foundation;

WHEREAS, the Coalition for Children sought independent proposals for a Host Agency to coordinate the project in collaboration with Coalition members and Community Development; and

WHEREAS, Court Appointed Special Advocates (CASA) submitted a proposal and has agreed to carry out the Scope of Work as identified by the Nebraska Children and Families Foundation; and

WHEREAS, the Coalition will work closely with CASA in completing the project; and

WHEREAS, the City of Grand Island will serve as fiscal agent for dispersing grant funds and monitoring expenses; and

WHEREAS, a Memorandum of Understanding has been prepared outlining the responsibilities of the City of Grand Island, the Coalition for Children and Court Appointed Special Advocates;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Understanding between the City, the Coalition for Children and Court Appointed Special Advocates is approved and that the Mayor is hereby authorized and directed to execute any related documents on behalf of the City of Grand Island for such agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G13

**#2010-281 - Approving Acquisition of Utility Easement - 2923 and 2915 West Louise Street - Rhoads Enterprises, Inc.**

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

Staff Contact: Gary R. Mader



RESOLUTION 2010-281

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

WHEREAS, a public hearing was held on October 12, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

The southerly twenty (20.0) feet of the westerly ten (10.0) feet of Lot Three (3), Block Four (4), Gladstone Place; and the southerly twenty (20.0) feet of the easterly ten (10.0) feet of Lot Four (4), Block Four, Gladstone Place.

The above-described easement and right-of-way containing a combined total of 400 square feet, more or less, as shown on the plat dated 9/17/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Roads Enterprises, Inc., on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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

ADA STREET

ST. JOSEPH BRANCH  
U.P.R.R.

LOUISE STREET 50'

GLADSTONE

LOT 4

LOT 3

LOT 2

10'

10'

20'

20'

BLOCK 4

LOT 5

LOT 6

PLACE

LEGEND



INDICATES 20' X 20'  
UTILITY EASEMENT



CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

**EXHIBIT "A"**

DRN BY: K.J.M.

SCALE: 1" = 40'

DATE: 9/17/2010

FILE: GLADSTONE



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G14

**#2010-282 - Approving Acquisition of Utility Easement - 3321  
Island Circle and 702 South Webb Road - GMD, LLC & Lacy  
Construction**

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-282

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

WHEREAS, a public hearing was held on October 12, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

The southerly twenty (20.0) feet of Lot One (1) Lacy Second Subdivision and the southerly twenty (20.0) feet of Lot Two (2) Lacy Second Subdivision.

The above-described easement and right-of-way containing a total of 0.32 acres, more or less, as shown on the plat dated 9/27/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from GMD, LLC & Lacy Construction Company on the above-described tract of land.

- - -

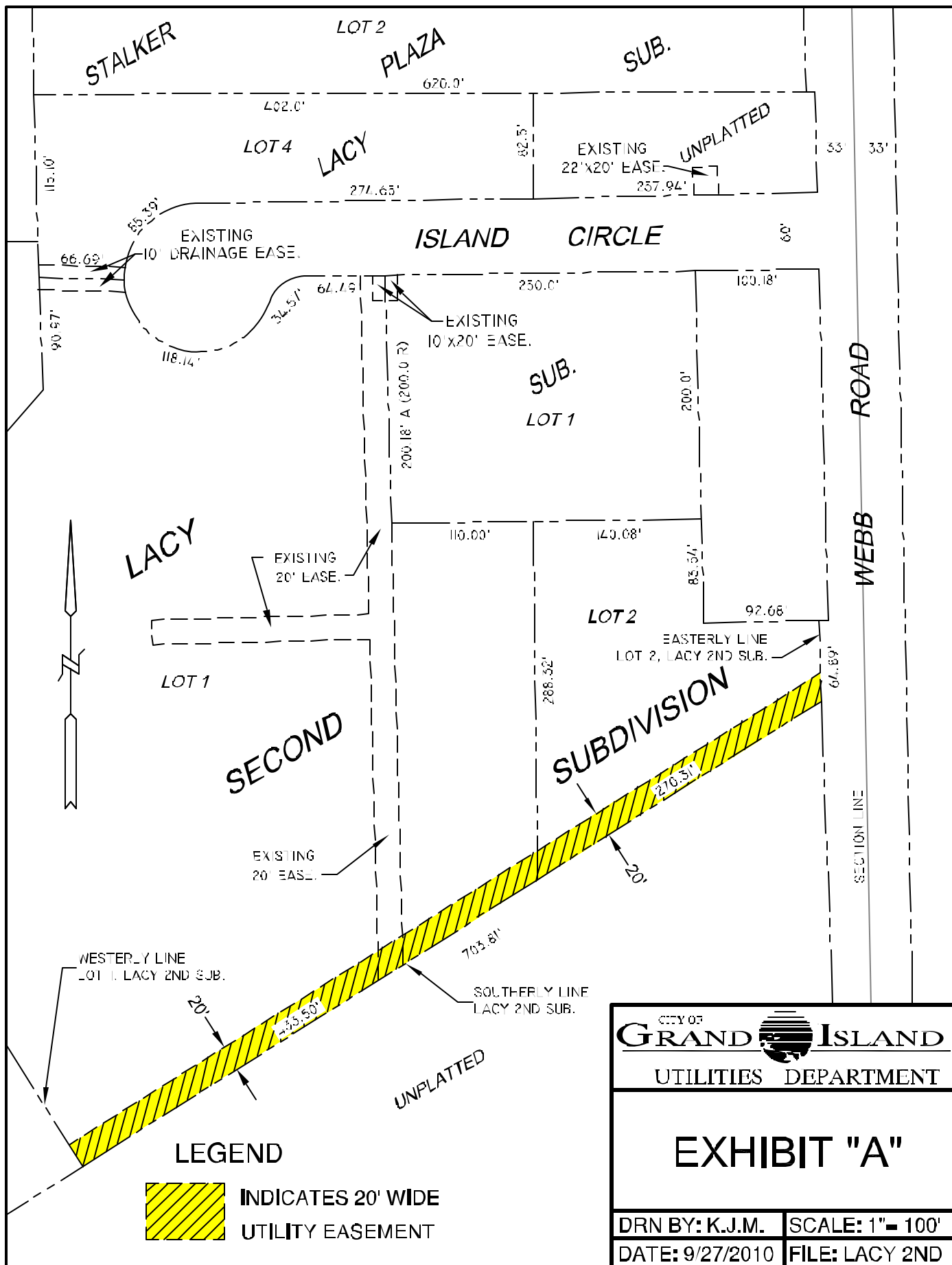
Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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





# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G15

**#2010-283 - Acquisition of Utility Easements for St. Libory  
Transmission Line by Condemnation - Leisers - Tracts 6 & 10**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

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

**Meeting:** October 12, 2010

**Subject:** Acquisition of Utility Easements – George W. Leiser, Trustee and William G. and Sandra K. Leiser 115 kV Line; Tracts 6 and 10

**Item #'s:** G-15

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

## **Background**

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

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

## **Discussion**

Unlike the other 21 tracts associated with the transmission line construction project, we were unable to reach a negotiated settlement on two easements, Tract 6 (extending ½ mile north of Abbot Road), and Tract 10 (a ¼ mile long tract north of White Cloud Road). Both Tract 6 and 10 are owned by George W. Leiser, Trustee; William G. Leiser and Sandra K. Leiser, Husband and Wife. Maps of the easement locations are attached

for reference. Because of the inability to reach a negotiated settlement, the City Attorney's Office filed the appropriate court documents to proceed with the appointment of a Board of Appraisers and to proceed with a condemnation process to acquire the needed easements. The Board of Appraisers convened on Monday, September 27, 2010 at the Hall County Court House. After hearing testimony from the City and from the property owner, the hearing was re-convened at the locations of the properties in question where the appraisers viewed actual field conditions. The Board of Appraisers issued their findings later that same afternoon. Their ruling sets the value of the easement on Tract 6 at \$3,590.00, and the value of the easement on Tract 10 at \$1,615.00. A copy of Appraisers' ruling is attached.

Note: The attached appraisers' document also refers to property owned by Norma, Jerry and Barbara Simonson. Prior to the hearing, a tentative negotiated settlement was reached with those parties. Therefore a hearing was not conducted and no rulings made on the Simonson's properties.

### **Alternatives**

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

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

### **Recommendation**

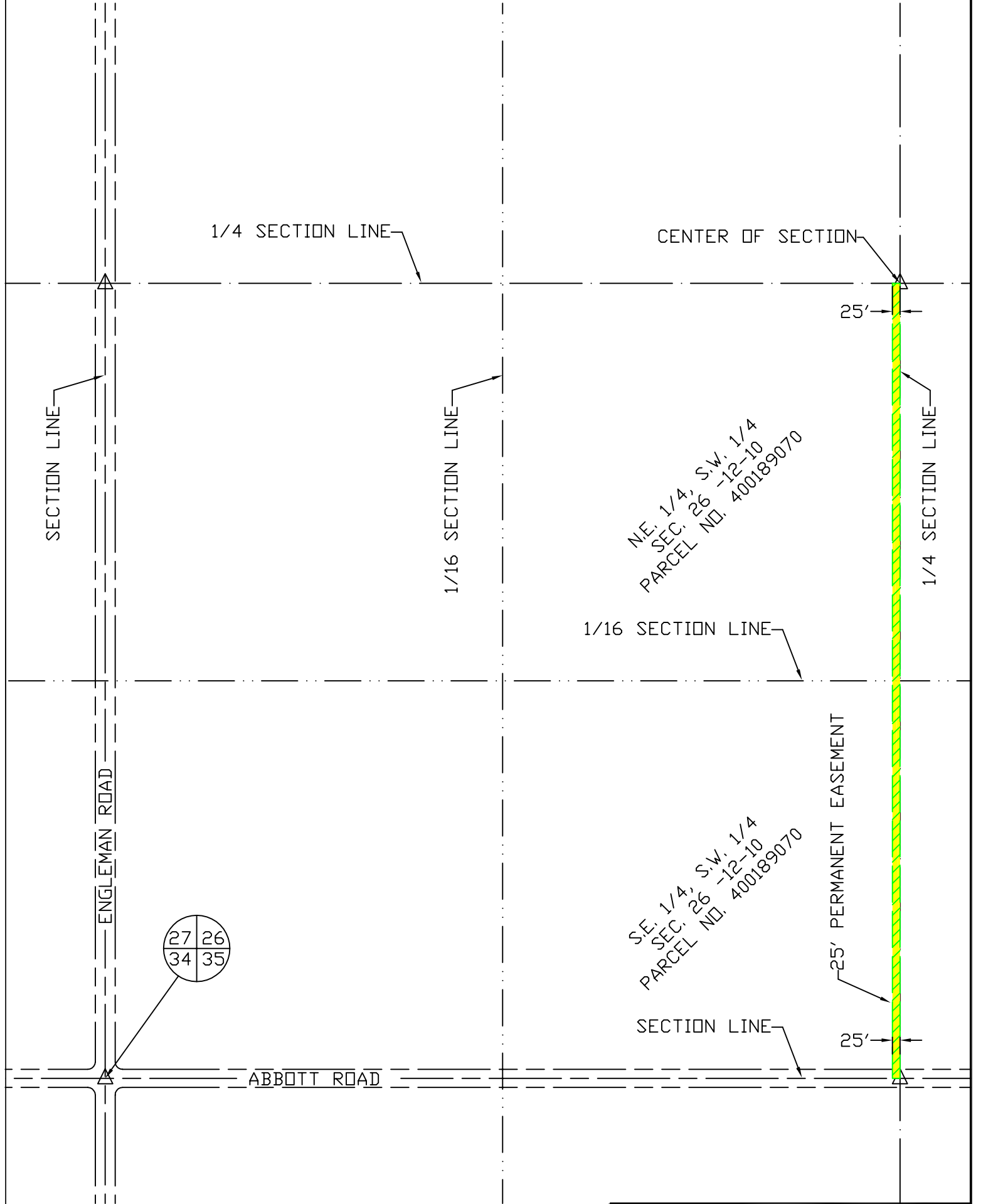
City Administration recommends that the Council accept the findings of the court appointed appraisers and authorize payment of \$3,590.00 for the electrical easement on Tract 6 and payment of \$1,615.00 for the electrical easement on Tract 10.

### **Sample Motion**

Move to accept the findings of the court appointed appraisers and authorize payment of \$3,590.00 for the electrical easement on Tract 6 and payment of \$1,615.00 for the electrical easement on Tract 10.



TRACT #6



LEGEND

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

CITY OF

GRAND ISLAND

UTILITIES DEPARTMENT

EXHIBIT "A"

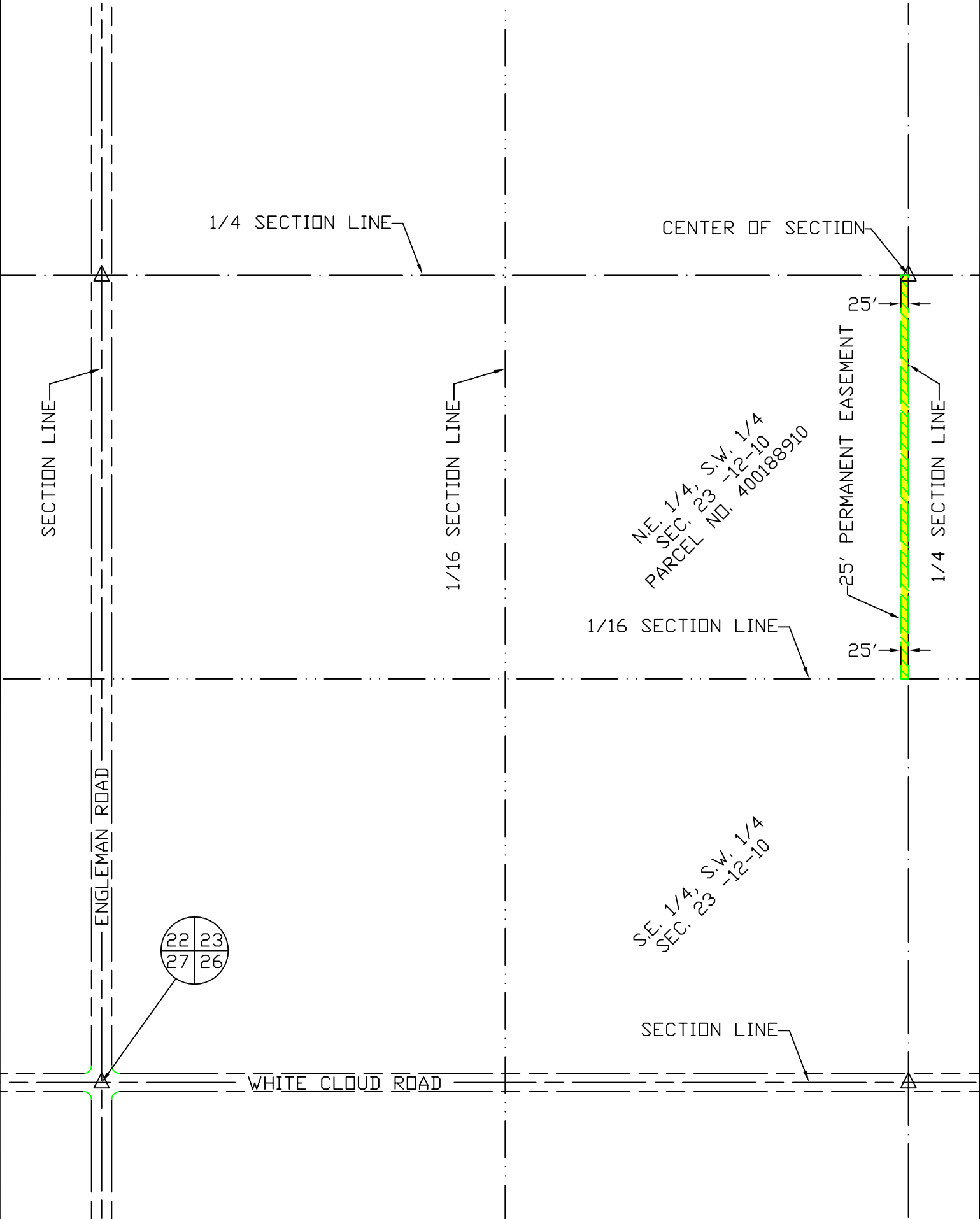
DRN BY: A.C.H.

SCALE: 1" = 400'

DATE: 11/09/2009

# G. LEISER

TRACT #10



LEGEND

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



CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

EXHIBIT "A"

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

**FILED**

IN THE COUNTY COURT OF HALL COUNTY, NEBRASKA

SEP 27 2010

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

Condemner,

v.

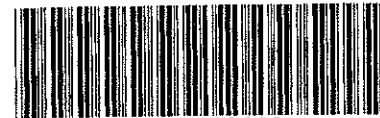
GEORGE W. LEISER, TRUSTEE;  
WILLIAM G. LEISER and SANDRA K.  
LEISER, Husband and Wife; NORMA J.  
SIMONSON; JERRY J. SIMONSON  
and BARBARA J. SIMONSON, Husband and  
Wife,

Condemnees.

REYNALDA A CARPENTER  
CLERK MAGISTRATE  
HALL CO COURT

Case No. CI10-4664

REPORT OF APPRAISERS



000077233C08

NOW on this 27 day of September, 2010, the undersigned, being the duly appointed, qualified and acting appraisers in the above-entitled matter, do hereby make and file this report, showing unto the Court:

1. The undersigned were duly appointed appraisers in the above-entitled matter by Order Appointing Appraisers dated September 7, 2010.

2. Before entering upon the duties as appraisers in the above-entitled matter, the undersigned duly took and subscribed an oath to support the Constitutions of the United States and the State of Nebraska, and to faithfully and impartially discharge their duties as required by law.

3. The undersigned appraisers carefully inspected and viewed the real estate hereinafter specified sought to be taken and also any other property of the Condemnees damaged thereby and heard all parties interested therein to the amount of damages while so inspecting and viewing the property. Those appearing were: Robin Hendricksen, 2514 North Webb Road, Grand Island, NE 68803; Roberta Herbst, 2211 Woodridge Court, Grand Island, NE 68801; and Patrick McGuire, c/o

Exchange Bank, 1204 Allen Drive, P.O. Box 5793, Grand Island, NE 68802.

4. Said appraisers did meet on Sept 27, 2010, at 9 o'clock, A.m., to assess the damages that the Condemnees sustained by the taking of the hereinafter specified property by the Condemner, at which time said appraisers did receive evidence relative to the amount of damages that will be sustained by the owner of said real estate. Those who appeared were: Robin Hendricksen, Roberta Herbst, and Patrick McGuire, Appraisers; Dale Shotkoski.

Attorney for the City of Grand Island; Hall Co. NE, William + SANDRA LEISER,  
GARY MANER, TRAVIS BURDETT, GARY HASSELBROOK, + JACIE BORGMETER

5. The undersigned appraisers find that the amount of damages sustained by the Condemnees, as owner of the below described real estate, by reason of the taking thereof by the Condemner for public right of way and temporary easements, to be as follows:

**TRACT 6 PERMANENT ELECTRICAL EASEMENT**

A PUBLIC UTILITY EASEMENT AND RIGHT-OF-WAY LOCATED IN THE SOUTHWEST QUARTER (SW¼) OF SECTION TWENTY-SIX (26), TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY TWENTY-FIVE (25) FEET OF THE SOUTHWEST QUARTER (SW¼) OF SECTION TWENTY-SIX (26), TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA. SAID EASEMENT AND RIGHT-OF-WAY CONTAINING A TOTAL OF 1.52 ACRES, MORE OR LESS.

For permanent easement and right of way the sum of

GEORGE W. LEISER, TRUSTEE

\$ 3,590.<sup>00</sup>/100

**TRACT 10 PERMANENT ELECTRICAL EASEMENT**

A PUBLIC UTILITY EASEMENT AND RIGHT-OF-WAY LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER (N $\frac{1}{2}$ SW $\frac{1}{4}$ ) OF SECTION TWENTY-THREE (23), TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY TWENTY-FIVE (25) FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) OF SECTION TWENTY-THREE (23), TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA. SAID EASEMENT AND RIGHT-OF-WAY CONTAINING A TOTAL OF .76 ACRES, MORE OR LESS.

For permanent easement and right of way the sum of

WILLIAM G. LEISER AND SANDRA KAY LEISER     \$ 1615.<sup>00</sup>

**TRACT 21 PERMANENT ELECTRICAL EASEMENT**

A PUBLIC UTILITY EASEMENT AND RIGHT-OF-WAY LOCATED IN THE THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ ) OF SECTION ELEVEN (11), TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA; EXCEPTING A ONE-ACRE TRACT OF LAND LOCATED IN THE SOUTHEAST CORNER OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 12 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11, RUNNING THENCE NORTH, ALONG AND UPON THE EAST SIDE OF SAID SECTION 11, A DISTANCE OF 208.75 FEET, RUNNING THENCE WEST AND PARALLEL WITH THE SOUTH SIDE OF SECTION 11 A DISTANCE OF 208.75 FEET, RUNNING THENCE SOUTH AND PARALLEL WITH THE EAST SIDE OF SAID SECTION 11 A DISTANCE OF 208.75 FEET, RUNNING THENCE EAST, ALONG AND UPON THE SOUTH SIDE OF SAID SECTION 11 A DISTANCE OF 208.75 FEET TO THE POINT OF BEGINNING, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY TWENTY-FIVE (25) FEET OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ ) OF SECTION ELEVEN (11), TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE 6<sup>TH</sup> P.M., HALL COUNTY, NEBRASKA. SAID

EASEMENT AND RIGHT-OF-WAY CONTAINING A TOTAL OF 1.52 ACRES,  
MORE OR LESS.

For permanent easement and right of way the sum of

NORMA J. SIMONSON

\$ N/A

**TRACT 22 PERMANENT ELECTRICAL EASEMENT**

A PUBLIC UTILITY EASEMENT AND RIGHT-OF-WAY LOCATED IN THE  
SOUTHWEST QUARTER (SW¼) OF SECTION ELEVEN (11), TOWNSHIP  
TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE 6<sup>TH</sup> P.M., HALL  
COUNTY, NEBRASKA; EXCEPT LOT 1, SIMONSON SUBDIVISION, HALL  
COUNTY, NEBRASKA AND EXCEPT LOT 1, VANBIBBER SUBDIVISION,  
HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

THE EASTERLY AND NORTHERLY TWENTY-FIVE (25) FEET OF THE  
SOUTHWEST QUARTER (SW¼) OF SECTION ELEVEN (11), TOWNSHIP  
TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE 6<sup>TH</sup> P.M., HALL  
COUNTY, NEBRASKA. SAID EASEMENT AND RIGHT-OF-WAY  
CONTAINING A TOTAL OF 3.02 ACRES, MORE OR LESS.

For permanent easement and right of way the sum of

JERRY J. SIMONSON and BARARA J. SIMONSON,  
Husband and Wife

\$ N/A

NOW, THEREFORE, the undersigned appraisers do hereby find and assess the damages that  
will be suffered by the Condemnees by reason of the taking of the real estate for an easement for  
public utilities to be:

For permanent easement and right-of-way the sum of

GEORGE W. LEISER, TRUSTEE

\$ 3,590.<sup>00</sup>

WILLIAM G. LEISER AND SANDRA KAY LEISER

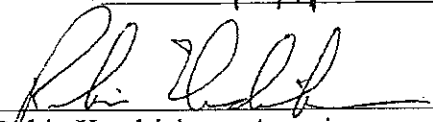
\$ 1,615.<sup>00</sup>

NORMA J. SIMONSON

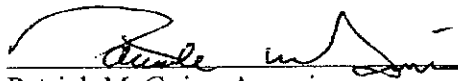
\$ N/A

JERRY J. SIMONSON and BARBARA J. SIMONSON

\$ N/A

  
Robin Hendricksen, Appraiser

  
Roberta Herbst, Appraiser

  
Patrick McGuire, Appraiser

R E S O L U T I O N    2010-283

WHEREAS, on April 28, 2009, by Resolution No. 2009-98, the City Council of Grand Island, Nebraska, authorized City staff to acquire certain tracts of land for a 115 kV transmission and substation system from Grand Island Utilities Department (GIUD) Substation F to Nebraska Public Power District's St. Libory Junction Northwest of the City; and

WHEREAS, a condemnation hearing was held in Hall County Court on September 27, 2010 wherein the Board of Appraisers issued their determination; for the acquisition of Tracts 6 and 10; and

WHEREAS, in order to continue with the Transmission Line Project, it is necessary that the City deposit with Hall County Court the amount of \$3,590.00 for Tract 6, and \$1,615.00 for Tract 10, (total of \$5,205.00) as determined by the Board of Appraisers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City deposit with the Hall County Court the sum of \$3,590.00 for Tract 6, and \$1,615.00 for Tract 10 (Total of \$5,205.00), in accordance with the laws of eminent domain.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

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Margaret Hornady, Mayor

Attest:

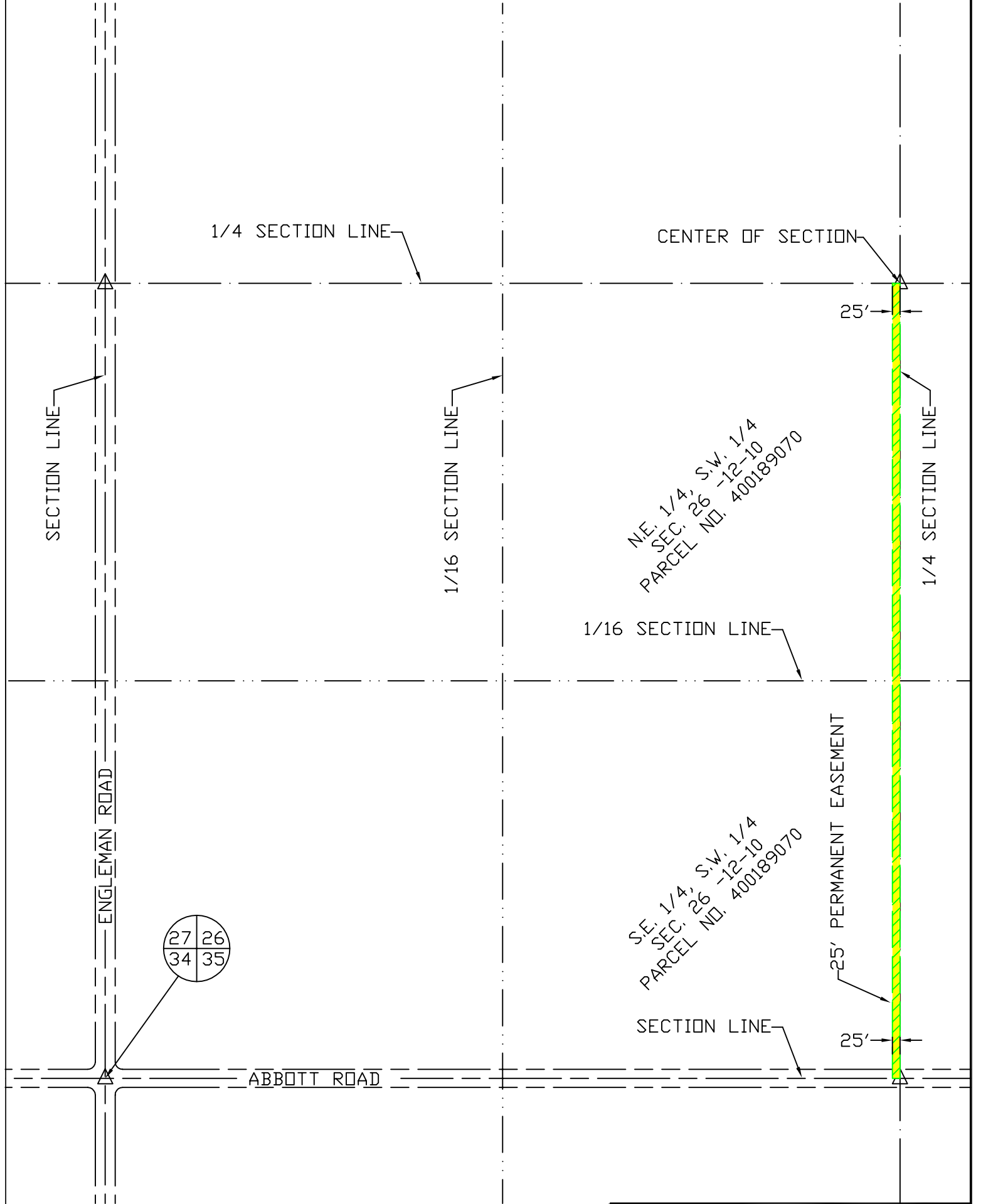
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RaNae Edwards, City Clerk

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



TRACT #6



LEGEND

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



CITY OF

GRAND ISLAND

UTILITIES DEPARTMENT

EXHIBIT "A"

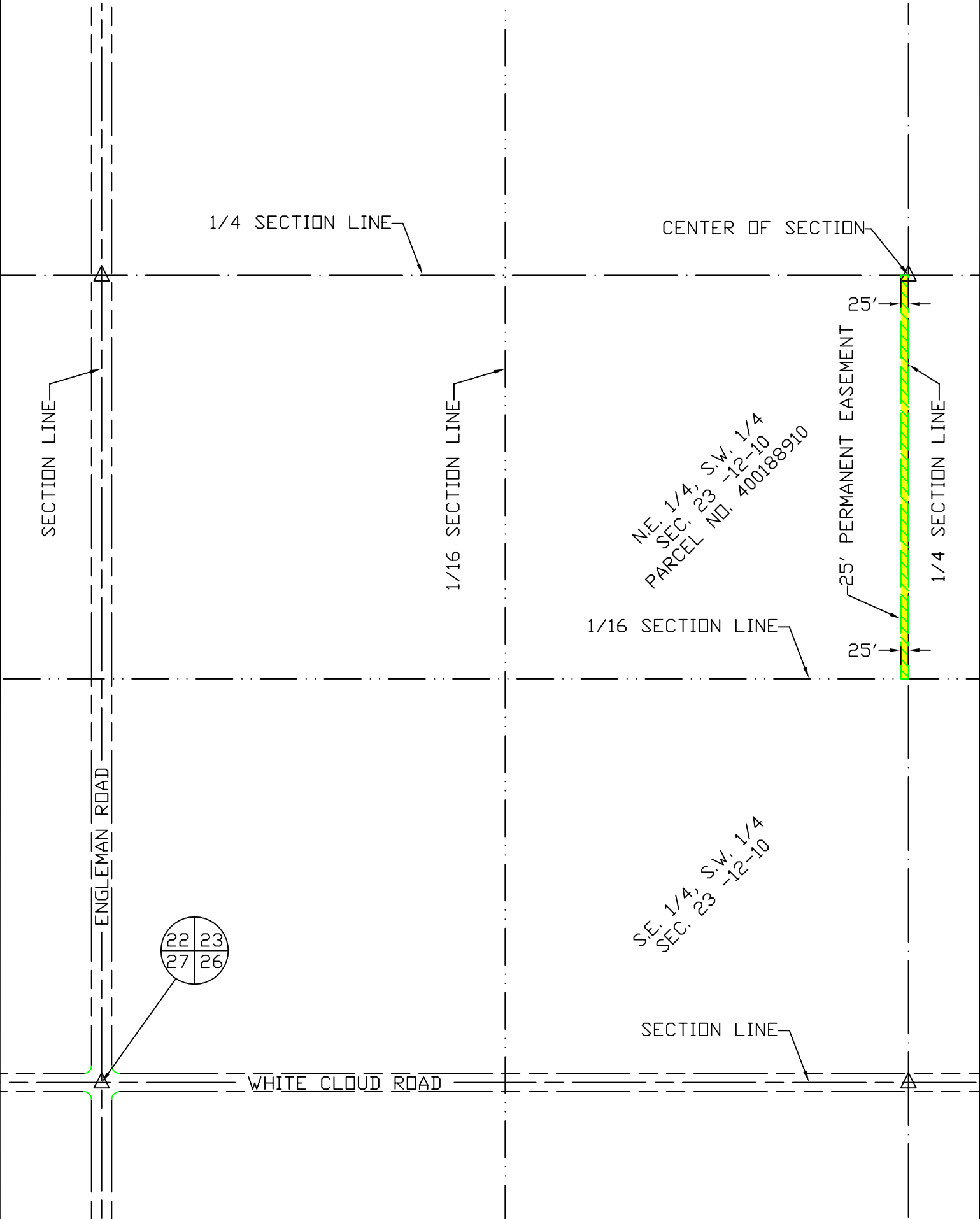
DRN BY: A.C.H.

SCALE: 1" = 400'

DATE: 11/09/2009

# G. LEISER

TRACT #10



LEGEND

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

CITY OF

GRAND ISLAND

UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: A.C.H.

SCALE: 1" = 400'

DATE: 11/09/2009

# W. LEISER



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G16

**#2010-284 - Approving Acquisition of a Portion of South Locust Street between the Grand Island City Limits and the Northernmost Terminus of the Exit Ramps to the Interstate 80 Interchange (County of Hall, Nebraska)**

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

Staff Contact: Steven P. Riehle, Public Works Director

## RESOLUTION 2010-284

WHEREAS, on April 6, 1992, the City of Grand Island entered into an Inter-Local Cooperation Agreement with the Nebraska Department of Roads and Hall County, for the purpose of the improvement of South Locust Street and the construction of an interchange at the intersection of South Locust Street and Interstate 80; and

WHEREAS, said Inter-Local Cooperation Agreement imposed upon the County of Hall, Nebraska certain obligations in furtherance of said improvement and construction project; and

WHEREAS, said Inter-Local Cooperation Agreement further provides that upon completion of its improvements and construction obligations under said agreement, the County of Hall, Nebraska, shall transfer to the City of Grand Island, Nebraska, and the City shall accept all right and obligations the County may have in and to that portion of South Locust Street between the Grand Island city limits and the northernmost terminus of the exit ramps at the Interstate 80 interchange; and

WHEREAS, a public hearing was held on October 12, 2010, for the purpose of discussing the proposed acquisition of the portion of South Locust Street, particularly described as follows:

Real property known as South Locust Street situated in Hall County, Nebraska:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 193.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SOUTHERLY DEFLECTING 88°36'52" RIGHT A DISTANCE OF 552.03 FEET; THENCE WESTERLY DEFLECTING 91°17'24" RIGHT A DISTANCE OF 32.82 FEET; THENCE SOUTHWESTERLY DEFLECTING 84°19'09" LEFT A DISTANCE OF 243.29 FEET; THENCE SOUTHERLY DEFLECTING 6°58'15" LEFT A DISTANCE OF 328.08 FEET; THENCE SOUTHEASTERLY DEFLECTING 8°31'52" LEFT A DISTANCE OF 66.35 FEET; THENCE SOUTHERLY DEFLECTING 8°31'52" RIGHT A DISTANCE OF 132.17 FEET; THENCE WESTERLY DEFLECTING 91°26'01" RIGHT A DISTANCE OF 29.54 FEET; THENCE SOUTHERLY DEFLECTING 91°26'01" LEFT A DISTANCE OF 229.46 FEET; THENCE SOUTHEASTERLY DEFLECTING 7°58'07" LEFT A DISTANCE OF 165.64 FEET; THENCE SOUTHERLY DEFLECTING 9°01'13" RIGHT A DISTANCE OF 926.70 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, WESTERLY DEFLECTING 90°25'45" RIGHT ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 117.70

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

FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTHERLY DEFLECTING 88°31'11" RIGHT ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 2,639.34 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 8.61 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 9 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33 THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 2,639.34 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE WESTERLY DEFLECTING 91°47'14" RIGHT A DISTANCE OF 79.43 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, NORTHERLY DEFLECTING 89°37'17" RIGHT A DISTANCE OF 166.50 FEET; THENCE NORTHERLY DEFLECTING 1°24'30" LEFT A DISTANCE OF 721.78 FEET; THENCE NORTHWESTERLY DEFLECTING 4°17'21" LEFT A DISTANCE OF 131.60 FEET; THENCE NORTHERLY DEFLECTING 4°17'21" RIGHT A DISTANCE OF 299.98 FEET; THENCE NORTHEASTERLY DEFLECTING 7°55'15" RIGHT A DISTANCE OF 71.43 FEET; THENCE NORTHERLY DEFLECTING 7°55'15" LEFT A DISTANCE OF 137.71 FEET; THENCE CONTINUING NORTHERLY DEFLECTING 0°00'00" RIGHT A DISTANCE OF 377.38 FEET; THENCE NORTHWESTERLY DEFLECTING 17°55'46" LEFT A DISTANCE OF 191.83 FEET; THENCE NORTHERLY DEFLECTING 17°55'46" RIGHT A DISTANCE OF 551.81 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, EASTERLY DEFLECTING 91°03'18" RIGHT ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 134.37 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 5.53 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 130.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SOUTHERLY DEFLECTING 87°03'39" RIGHT A DISTANCE OF 402.17 FEET; THENCE SOUTHERLY DEFLECTING 2°57'32" RIGHT A DISTANCE OF 919.67 FEET;

THENCE SOUTHERLY DEFLECTING 2°51'05" LEFT A DISTANCE OF 1,322.72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTHERLY DEFLECTING 2°32'33" RIGHT A DISTANCE OF 1,056.50 FEET; THENCE SOUTHERLY DEFLECTING 0°42'42" LEFT A DISTANCE OF 1589.72 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, WESTERLY DEFLECTING 91°15'19" RIGHT ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 137.51 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTHERLY DEFLECTING 88°44'10" RIGHT ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 2,645.95 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTHERLY DEFLECTING 0°24'13" LEFT ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 2,643.04 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 16.61 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2,643.04 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTHERLY DEFLECTING 0°24'13" RIGHT ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2,645.95 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE WESTERLY DEFLECTING 91°12'27" RIGHT ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 85.53 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, NORTHERLY DEFLECTING 88°48'07" RIGHT A DISTANCE OF 288.80 FEET; THENCE NORTHEASTERLY DEFLECTING 10°28'12" RIGHT A DISTANCE OF 108.33 FEET; THENCE NORTHERLY DEFLECTING 9°54'52" LEFT A DISTANCE OF 330.02 FEET; THENCE NORTHERLY DEFLECTING 0°33'40" LEFT A DISTANCE OF 596.69 FEET; THENCE NORTHWESTERLY DEFLECTING 7°56'35" LEFT A DISTANCE OF 165.88 FEET; THENCE NORTHERLY DEFLECTING 8°06'19" RIGHT A DISTANCE OF 1,158.41 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE NORTHERLY DEFLECTING 0°34'19" LEFT A DISTANCE OF 1,322.05 FEET; THENCE CONTINUING NORTHERLY DEFLECTING

0°0'00" RIGHT A DISTANCE OF 1,322.31 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, EASTERLY DEFLECTING 91°42'40" RIGHT ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 81.90 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 9.56 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 140.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SOUTHERLY DEFLECTING 88°14'10" RIGHT A DISTANCE OF 378.99 FEET; THENCE SOUTHERLY DEFLECTING 2°24'38" RIGHT A DISTANCE OF 195.30 FEET; THENCE SOUTHERLY DEFLECTING 2°59'57" LEFT A DISTANCE OF 2,068.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTHERLY DEFLECTING 2°02'55" LEFT A DISTANCE OF 595.53 FEET; THENCE SOUTHWESTERLY DEFLECTING 64°15'00" RIGHT A DISTANCE OF 103.31 FEET; THENCE SOUTHERLY DEFLECTING 62°24'44" LEFT A DISTANCE OF 354.89 FEET; THENCE NORTHEASTERLY DEFLECTING 140°40'08" LEFT A DISTANCE OF 8.71 FEET; THENCE NORTHEASTERLY DEFLECTING 27°45'06" RIGHT A DISTANCE OF 402.00 FEET; THENCE NORTHEASTERLY DEFLECTING 2°45'00" LEFT A DISTANCE OF 99.44 FEET; THENCE SOUTHWESTERLY DEFLECTING 161°22'06" RIGHT A DISTANCE OF 15.01 FEET TO A POINT OF CURVATURE; THENCE ON A 213.06 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 166.49 FEET SUBTENDING A CENTRAL ANGLE OF 44°46'21" TO A POINT OF TANGENCY; THENCE TANGENT SOUTHERLY DEFLECTING 0°00'00" RIGHT A DISTANCE OF 176.03 FEET TO A POINT OF CURVATURE; THENCE ON A 279.06 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 438.35 FEET SUBTENDING A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHERLY DEFLECTION TO THE INITIAL TANGENT OF 90°00'00" LEFT A DISTANCE OF 1,242.35 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, WESTERLY DEFLECTING 91°21'39" RIGHT ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 158.56 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTHERLY DEFLECTING 88°01'56" RIGHT ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 2,642.94 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST

QUARTER OF SAID SECTION 10; THENCE NORTHERLY DEFLECTING 00°00'50" RIGHT ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 2,643.07 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 19.94 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 2,643.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTHERLY DEFLECTING 0°00'50" LEFT ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 2,642.94 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE WESTERLY DEFLECTING 91°00'03" RIGHT ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 110.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, NORTHERLY DEFLECTING 90°04'21" RIGHT A DISTANCE OF 490.37 FEET; THENCE NORTHERLY DEFLECTING 2°10'03" RIGHT A DISTANCE OF 115.02 FEET; THENCE NORTHERLY DEFLECTING 3°54'27" LEFT A DISTANCE OF 1,015.16 FEET; THENCE NORTHERLY DEFLECTING 1°14'11" RIGHT A DISTANCE OF 286.18 FEET; THENCE CONTINUING NORTHERLY DEFLECTING 0°00'00" RIGHT A DISTANCE OF 737.87 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE NORTHERLY DEFLECTING 2°07'45" RIGHT A DISTANCE OF 33.01 FEET; THENCE NORTHERLY DEFLECTING 2°54'38" LEFT A DISTANCE OF 912.73 FEET; THENCE NORTHERLY DEFLECTING 0°57'04" RIGHT A DISTANCE OF 1,510.83 FEET; THENCE NORTHERLY DEFLECTING 2°43'47" RIGHT A DISTANCE OF 186.66 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, EASTERLY DEFLECTING 88°42'54" RIGHT ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 68.45 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 11.64 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:



BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 15 A DISTANCE OF 158.56 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SOUTHERLY DEFLECTING 88°47'55" RIGHT A DISTANCE OF 703.87 FEET; THENCE SOUTHERLY DEFLECTING 1°33'03" RIGHT A DISTANCE OF 624.76 FEET; THENCE SOUTHERLY DEFLECTING 1°00'46" RIGHT A DISTANCE OF 394.22 FEET; THENCE SOUTHERLY DEFLECTING 2°48'45" LEFT A DISTANCE OF 951.49 FEET; THENCE SOUTHERLY DEFLECTING 1°37'30" RIGHT A DISTANCE OF 581.49 FEET; THENCE SOUTHERLY DEFLECTING 0°33'08" LEFT A DISTANCE OF 1,548.66 FEET; THENCE SOUTHERLY DEFLECTING 3°06'10" RIGHT A DISTANCE OF 531.25 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 15; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, WESTERLY DEFLECTING 86°04'29" RIGHT ALONG THE SOUTH LINE OF SAID SECTION 15 A DISTANCE OF 145.70 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTHERLY DEFLECTING 90°57'55" RIGHT ALONG THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 2,668.57 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 15; THENCE CONTINUING NORTHERLY DEFLECTING 0°00'11" RIGHT ALONG THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 2,669.05 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 20.38 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 2,669.05 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 16; THENCE CONTINUING SOUTHERLY DEFLECTING 0°00'11" RIGHT ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 2,668.57 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY DEFLECTING 89°01'42" RIGHT ALONG THE SOUTH LINE OF SAID SECTION 16 A DISTANCE OF 75.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE NORTHERLY DEFLECTING 90°58'18" RIGHT AND PARALLEL WITH AND 75.00 FEET DISTANT FROM THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1,336.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE WESTERLY DEFLECTING 91°06'15" LEFT ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16 A DISTANCE OF 56.28 FEET; THENCE NORTHERLY DEFLECTING 91°37'29" RIGHT A DISTANCE OF 85.96 FEET; THENCE NORTHERLY DEFLECTING 0°52'03" RIGHT A DISTANCE OF 459.97 FEET; THENCE CONTINUING NORTHERLY DEFLECTING 0°00'00" RIGHT A DISTANCE OF 394.98 FEET; THENCE NORTHEASTERLY DEFLECTING 73°36'05" RIGHT A DISTANCE OF 35.90 FEET; THENCE NORTHERLY DEFLECTING 74°59'35" LEFT A DISTANCE OF

384.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE WESTERLY DEFLECTING 91°13'30" LEFT ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 A DISTANCE OF 17.00 FEET; THENCE NORTHERLY DEFLECTING 91°04'54" RIGHT A DISTANCE OF 620.10 FEET; THENCE NORTHERLY DEFLECTING 2°01'18" RIGHT A DISTANCE OF 328.23 FEET; THENCE NORTHERLY DEFLECTING 4°34'51" LEFT A DISTANCE OF 197.10 FEET; THENCE NORTHERLY DEFLECTING 1°52'18" RIGHT A DISTANCE OF 189.70 FEET; THENCE NORTHERLY DEFLECTING 1°07'58" RIGHT A DISTANCE OF 597.09 FEET; THENCE NORTHERLY DEFLECTING 2°09'07" LEFT A DISTANCE OF 588.67 FEET; THENCE NORTHERLY DEFLECTING 2°08'05" RIGHT A DISTANCE OF 149.15 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, EASTERLY DEFLECTING 88°59'27" RIGHT ALONG THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 110.11 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 11.41 ACRES MORE OR LESS.

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 said portion of South Locust Street from the County of Hall, Nebraska, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G17

**#2010-285 - Approving Agreement with NDOR for National Bridge  
Inspection Standards Responsibilities**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** October 12, 2010

**Subject:** Approving Agreement with NDOR for National Bridge Inspection Standards Responsibilities

**Item #'s:** G-17

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

## **Background**

All agreements must be approved by the City Council. The Nebraska Department of Roads (NDOR), at the request of the Federal Highway Administration (FHWA), has prepared an agreement between the City and the NDOR to establish uniform bridge inspection and load rating guidelines in accordance with the National Bridge Inspection Standards (NBIS).

## **Discussion**

The State is responsible for the inspection and evaluation of all State Highway System bridges, while the City is responsible for the inspection and evaluation of all bridges on streets and roadways within their respective jurisdiction. Bridge inspections and load ratings are a requirement of the NBIS and the Nebraska Bridge Inspection Program (BIP). A BIP Manual was developed by the NDOR to set forth methods and procedures that enable local public bridge owners to comply with the NBIS. The NDOR will create and maintain a database for bridge inventory and load rate data for all public bridges in Nebraska.

Funding for such inspections will be from a combination of federal aid and local funds.

## **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 a resolution authorizing the Mayor to sign the agreement.

### **Sample Motion**

Move to approve authorization for the Mayor to sign the agreement.

## AGREEMENT

### CITY OF GRAND ISLAND STATE OF NEBRASKA, DEPARTMENT OF ROADS NATIONAL BRIDGE INSPECTION STANDARDS RESPONSIBILITIES

THIS AGREEMENT, made and entered into by and between the City of Grand Island, hereinafter referred to as the "Local Bridge Owner," and the State of Nebraska, Department of Roads, hereinafter referred to as the "State" regarding the National Bridge Inspection Standards responsibilities.

#### WITNESSETH:

WHEREAS, the State is responsible for the inspection and evaluation of all State Highway System bridges,

WHEREAS, the various Counties and Municipalities are responsible for the inspection and evaluation of all bridges on streets and roadways within their respective jurisdictions,

WHEREAS, the Nebraska Bridge Inspection Program (BIP) Manual sets forth methods and procedures that enable local public bridge owners to comply with the NBIS,

WHEREAS, bridge inspections and load ratings are a requirement of the NBIS and the BIP, and

WHEREAS, at the request of FHWA, the parties wish to enter into this agreement to establish uniform bridge inspection and load rating guidelines in accordance with the NBIS.

NOW THEREFORE, in consideration of these facts and the promises of the parties, the parties hereto agree as follows:

#### SECTION 1: DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, the Director of the Department, or an authorized representative.

"LOCAL BRIDGE OWNER" means a Nebraska county, Nebraska municipality or other entity that has jurisdiction over public roads and the bridges on the same.

"FHWA" means the Department of Transportation, Federal Highway Administration.

"NBIS" means the National Bridge Inspection Standards, Code of Federal Regulations

Title 23, Part 650, Subpart C.

“BIP” means the Nebraska Bridge Inspection Program for implementing the NBIS including all operations required by the NBIS (inspection, load rating etc.) defined in the BIP Manual and described herein.

“BIP MANUAL” means the current version of the compilation of policies and procedures to accomplish the objectives of the NBIS in Nebraska. The BIP Manual currently in effect is the issue dated January 25, 2010.

“PUBLIC ROAD” means any road or street under the jurisdiction of and maintained by a public authority and open to public travel, defined in Code of Federal Regulations Title 23 Part 101(a)(27).

“MAINTENANCE” means the act, operation, continuous process of repair, reconstruction or preservation of the whole or any part of any highway, including surface, shoulders, roadsides, traffic control devices, structures, waterways, and drainage facilities, for the purpose of keeping it at or near or improving upon its original standard of usefulness and safety, defined in Nebraska State Statute § 39-101(6). Maintenance encompasses the bridge management practices of inventory inspection and load rating.

#### SECTION 2: PURPOSE

The purpose of this agreement is to define the Local Bridge Owner’s responsibilities in complying with the NBIS, which, in part requires that every bridge be load rated and that inventory inspections are done at specified intervals.

#### SECTION 3: SCOPE OF LOCAL BRIDGE OWNER RESPONSIBILITIES AND SCHEDULE

##### FOR COMPLETION

##### 1. Load Rating

All bridges; new, reconstructed, and deteriorated (based on inspection results), except those described in subsection 3 below, shall be load rated by the Local Bridge Owner or their consultant using the methods and procedures in the BIP Manual. This requires, in part, that the load rating documents be stamped and signed by a Nebraska professional engineer and submitted to the State’s Bridge Division in compliance with the procedures and timeframes in the BIP Manual. All load ratings will undergo a Quality Control check by the Local Bridge Owner or their consultant.

##### 2. Bridge Inventory Inspection

All bridges, except those described in subsection 3 below, shall be inspected by the Local Bridge Owner or their consultant in compliance with the procedures in

the BIP Manual. This requires, in part, that the inspection be completed by an NDOR-certified bridge inspection team leader within the specified inspection time interval for a given bridge, and that the reports to be submitted to the State's Bridge Division following the procedures and timeframes set out in the BIP Manual. All inventory inspections will undergo a Quality Control check by the Bridge Owner or their consultant.

3. Bridge Inventory Inspection and Load Rating – Fracture Critical

The State, on behalf of the Local Bridge Owner, will contract with a private consultant for the inspection and load rating of all fracture critical bridges.

Funding for these inspections and load ratings will be from a combination of Federal aid and Local funds.

SECTION 4: STATE DUTIES

The State will be responsible for creating and maintaining a database for bridge inventory and load rating data for all public bridges in Nebraska. The State will continue to have jurisdictional responsibility for all public bridges on the State highway system. Further, the State will be responsible for arranging for the inspection by consultants, for the local bridge owners, on the fracture critical bridges as described in Section 3 above. The State will also provide underwater bridge inspection services for the local bridge owner. It is the intent of the parties that this agreement does not shift to the local bridge owner any jurisdictional responsibility for bridges on the State highway system, and does not shift any duty to the State for jurisdictional responsibility of any bridges off of the State highway system.

SECTION 5: SANCTIONS—FEDERAL-AID FUNDING WITHHOLDING

The FHWA and the State on its behalf, retain the right to withhold federal-aid bridge and highway funding from any Local Bridge Owner that fails to inspect and load rate its bridges using the methods or within the applicable time frames of the NBIS or the BIP.

SECTION 6: FUNDING FOR BIP RESPONSIBILITIES

The Local Bridge Owner may use local funds or Federal aid for completing its BIP responsibilities. If a Local Bridge Owner chooses to use Federal aid for their Bridge Inspection responsibilities, a separate agreement between NDOR and the Local Bridge Owner will be prepared and executed for that purpose.

SECTION 7: RESOLUTION

The Local Bridge Owner shall complete a resolution adopting and approving the execution of this agreement and include it as Exhibit "A" to this agreement.



IN WITNESS WHEREOF, the Local Bridge Owner and State hereto have caused this agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Bridge Owner this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

Witness:

Local Bridge Owner

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS

\_\_\_\_\_  
Mark Traynowicz  
Bridge Engineer

City Agr.

Resolution Number \_\_\_\_\_

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF NEBRASKA, DEPARTMENT OF ROADS REGARDING THE NATIONAL BRIDGE INSPECTION STANDARDS RESPONSIBILITIES

Be it resolved by the City Council, City of \_\_\_\_\_, Nebraska, that:

1. The City shall enter into an Agreement with the Nebraska Department of Roads for the purpose of defining responsibilities in meeting the National Bridge Inspection Standards
2. The Mayor is hereby authorized and directed to execute said agreement on behalf of the City of \_\_\_\_\_, and the City Clerk is authorized to attest said execution.
3. This resolution will be marked Exhibit "A" and a copy attached to each original agreement.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Exhibit "A"



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G18

**#2010-286 - Approving Bid Award for Downtown  
Lawn/Landscape Maintenance and Sidewalk Snow Removal  
Adjacent to Public Parking Lots**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** October 12, 2010

**Subject:** Approving Bid Award for Downtown Lawn/Landscape Maintenance and Sidewalk Snow Removal Adjacent to Public Parking Lots

**Item #'s:** G-18

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

## **Background**

On August 22, 2010 the Engineering Division of the Public Works Department advertised for bids for Downtown Lawn/Landscape Maintenance and Sidewalk Snow Removal adjacent to public parking lots in Parking District #2, including equipment and labor. There were five (5) potential bidders for the work.

## **Discussion**

One bid was received and opened on September 21, 2010. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bid that was received. The bid is shown below.

<b>Bidder</b>	<b>Description</b>	<b>Bid</b>	<b>Estimate</b>
Rick's Lawn Care Co. of Grand Island, NE	Mowing	\$35.00 each	\$50.00 each
	Maintenance	\$2,840.00 yearly lump sum	\$9,000.00 yearly lump sum
	Snow Removal	\$125.00 per hour	\$160.00 per hour

The exceptions listed by Rick's Lawn Care Co. were to use sterilization to prevent grass and plants from growing in the sidewalks; parking lot concrete joint and crack areas; shrub and tree beds; and the tree grate areas. The bid specifications called for Spring Pre-Emergent to be used for the prevention of grass and plants growing in the previously listed areas, the bid to use sterilization is deemed acceptable. An item was also added at \$45.00 per hour shovel time for snow removal on sidewalks; this will help reduce the overall cost of the snow removal.

Funds are available in Account Numbers 27010001-85213 & 27110010-85213 for this maintenance. The cost for this work is paid for through assessments to downtown businesses in Parking District #2. The specifications include automatic renewal of the contract with a 60 day cancellation clause.

The Downtown Board made a request to the City this past spring that certain work be eliminated from the Downtown Lawn/Landscape Maintenance and Snow Removal contract. The work that has been removed from the contract consists of litter pickup; and shrub, tree & grate maintenance and can be attributed to the reduced cost of lump sum maintenance work that included things such as grate cleanup work. This maintenance work will be done by the Green Team, which is managed by the Downtown Board.

### **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 awarding the contract for Downtown Lawn/Landscape Maintenance & Snow Removal to Rick's Lawn Care Company of Grand Island, Nebraska.

### **Sample Motion**

Move to approve awarding the contract for Downtown Lawn/Landscape Maintenance & Snow Removal to Rick's Lawn Care Company of Grand Island, Nebraska.

Purchasing Division of Legal Department  
**INTEROFFICE MEMORANDUM**



Jason Eley, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** September 21, 2010 at 2:00 p.m.

**FOR:** Downtown Lawn Maintenance & Snow Removal

**DEPARTMENT:** Public Works

**ESTIMATE:** Mowing - \$50.00 each  
Maintenance - \$9,000 (yearly lump sum)  
Snow Removal - \$160 Bobcat -- \$50 per man/shovel

**FUND/ACCOUNT:** 27010001-85213 & 27110010-85213

**PUBLICATION DATE:** August 22, 2010

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

**Bidder:** Rick's Lawn Care, Co.  
Grand Island, NE

**Exceptions:** Noted

**Bid Price:**

**A) Mowing:** \$ 980.00

**B) Maintenance:** \$2,840.00

**Bid Grand Total:** \$3,820.00

**C) Snow Removal:** \$125.00 per hour

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

Catrina DeLosh, PW Admin. Assist.  
Jason Eley, Purchasing Agent

**P1430**

RESOLUTION 2010-286

WHEREAS, the City Of Grand Island invited sealed bids for Downtown Lawn/Landscape Maintenance and Sidewalk Snow Removal adjacent to public parking lots in Parking District #2, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on September 21, 2010, one bid was received, opened and reviewed; and

WHEREAS, Rick's Lawn Care Company of Grand Island, Nebraska, submitted a bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

Mowing	\$35.00 each
Maintenance	\$2,840.00 yearly lump sum
Snow Removal	\$125.00 per hour
Snow Shovel	\$15.00 per hour/per shovel

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Rick's Lawn Care Company of Grand Island, Nebraska for Lawn/Landscape Maintenance and Snow Removal in the amounts identified above is hereby approved.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such Lawn/Landscape Maintenance and Snow Removal be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City Of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

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



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G19

**#2010-287 - Approving Bid Award for One (1) 2011 Dozer**

Staff Contact: Steven P. Riehle, Public Works Director



# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** October 12, 2010

**Subject:** Approving Bid Award for One (1) 2011 Model Tracked Dozer (Solid Waste Division)

**Item #'s:** G-19

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

## **Background**

On August 14, 2010 the Solid Waste Division of the Public Works Department advertised for a 2011 Model Tracked Dozer. There were three potential bidders for this machine. Funds for the dozer are in the approved 2010/2011 budget.

The tracked dozer is an essential front-line machine used at the landfill on a daily basis. It is used for pushing and spreading incoming solid waste at the working face operating in tandem with the compactor, pushing and spreading WWTP sludge for use as alternate daily cover, and for pushing and spreading soil for use as intermediate cover, among other essential tasks. We typically replace this machine every four years and utilize a total cost of ownership bid process which includes a re-purchase agreement, total machine warranty, and a preventative maintenance/customer service agreement. The total cost of ownership bid process has served us well.

## **Discussion**

Bids were received and opened on September 8, 2010. The Solid Waste Division of the Public Works Department and the Purchasing Division reviewed the bids that were received. The dozer bid by Roadbuilders Machinery of Grand Island, NE is the lowest bid based on an anticipated 4-year ownership, but several important exceptions were noted. The dozer bid by NMC, Inc. of Doniphan, NE meets all of the specifications with no exceptions.

<b>Bidder</b>	<b>Base Price</b>	<b>Repurchasing Agreement</b>	<b>Net Cost of Ownership</b>
NMC, Inc. of Doniphan, NE	\$668,899	4 yrs or 9,250 hours = \$211,092	\$457,807
Roadbuilders Machinery of Grand Island, NE	\$570,158	4 yrs or 9,250 hours = \$140,000	\$430,158

\*Base price includes 7,500 hour total machine warranty and 8,000 hour service agreement

There were several noteworthy exceptions to the specifications in the bid submitted by Roadbuilders Machinery. Changing the exceptions after the bid opening could be considered negotiating and is not allowed.

1. The specifications required heavy-duty swing-out screens for the cab doors, which Roadbuilders Machinery stated they would not provide. The screens are meant to prevent debris from shattering the cab glass and for operator safety and protection. It is also necessary for the screens to swing-out in order for the equipment operators to be able to clean the glass for visibility while operating the machine. The estimated cost to add the screen is \$1,500.00.

2. Roadbuilders Machinery also listed a stipulation to their re-purchase agreement that the dozer's undercarriage must have at least 50% service life left on all components in order for the City to receive the guaranteed re-purchase amount when the City replaces the machine. A tracked dozer's undercarriage consists of several high-wear steel components that would cost the City an estimated \$32,000 to \$39,000 to replace. The Solid Waste Division has operated several tracked machines at the Landfill in the past, none of which have ever had 50% service life left on the undercarriage when the machine was replaced. All of the undercarriages were replaced by the dealer after trade-in before being sold to another customer.

3. The bid specifications also stated that the bidders should include warranty details with the machine and that failure to comply may cause bid rejection. As part of the base bid, a 7,500 hour total machine warranty was specified in the bid documents. The warranty details provided with Roadbuilders Machinery's bid was a sample warranty which did not meet many of the criteria for the requested 7,500 hour total machine warranty.

### **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 purchase of the 2011 Model Tracked Dozer from NMC, Inc.

### **Sample Motion**

Move to approve purchase of the 2011 Model Tracked Dozer from NMC, Inc.

Purchasing Division of Legal Department  
**INTEROFFICE MEMORANDUM**



Jason Eley, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** September 8, 2010 at 2:00 p.m.

**FOR:** (1) 2011 Dozer

**DEPARTMENT:** Public Works

**ESTIMATE:** \$715,000.00

**FUND/ACCOUNT:** 50530043-85615

**PUBLICATION DATE:** August 14, 2010

**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<u>Roads Builders</u> Grand Island, NE	<u>NMC, Inc.</u> Doniphan, NE
<b>Bid Security:</b>	Fidelity & Deposit Co.	Travelers Casualty & Surety Co.
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>	\$570,158.00	\$668,899.00
<b>Trade-In:</b>	\$175,000.00	\$169,485.00
<b>Repurchasing Agreement:</b>		
1 yr or 2,250 hrs.	\$376,000.00	\$343,728.00
2 yrs or 4,500 hrs.	\$260,000.00	\$292,168.00
3 yrs or 6,750 hrs.	\$200,000.00	\$248,343.00
4 yrs or 9,250 hrs.	\$140,000.00	\$211,092.00
<b>Delivery Date:</b>	5 – 6 months	90 – 120 days

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

Catrina DeLosh, PW Admin. Assist.  
Jason Eley, Purchasing Agent  
Jeff Wattier, Solid Waste Supt.

RESOLUTION 2010-287

WHEREAS, the City Of Grand Island invited sealed bids for one (1) 2011 model Tracked Dozer, according to specifications on file with the Public Works Department; and

WHEREAS, on September 8, 2010 bids were received, opened and reviewed; and

WHEREAS, NMC, Inc. of Doniphan, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, at a base price of \$668,899.00; and

WHEREAS, the base bid of NMC, Inc. is less than the estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of NMC, Inc. of Doniphan, Nebraska, at a base price of \$668,899.00, for a 2011 model Tracked Dozer is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G20

**#2010-288 - Approving Amendment #1 To Agreement For Landfill  
Re-Permitting**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** October 12, 2010

**Subject:** Approving Amendment #1 To Agreement For Landfill Re-Permitting

**Item #'s:** G-20

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

## **Background**

The City of Grand Island owns and operates a Transfer Station and Landfill for solid waste management operations for the City of Grand Island and the surrounding area. Both facilities are operated under NDEQ Title 132 regulations. The current Title 132 operating permit for the Landfill expires on April 15, 2011.

On May 25, 2010 the City Council approved the award of proposal for Professional Services with Aquaterra Environmental Solutions, Inc. for consulting services related to re-permitting of the Solid Waste Landfill. Any amendments to the agreement must be approved by the City Council. The agreement provided technical work to meet with the City and the NDEQ to determine the requirements of the re-permitting process, represent the City in meetings and public hearings, review and revise all permit drawings, and incorporate the recently completed major permit modification into the permit application at a maximum cost of \$43,605.

## **Discussion**

Aquaterra Environmental Solutions submitted the permit application and supporting documentation to the NDEQ on August 20, 2010. The NDEQ reviewed the permit application documents and responded with numerous comments pertaining to the permit application on September 14, 2010. The majority of the comments from the NDEQ that need to be addressed pertain to sections of the permit that had been previously approved in the City's 2001 and 2006 operating permits. This amount of effort was not previously thought to be necessary and, consequently, was not part of the original scope of work covered under the original agreement.

The NDEQ has identified and commented on several appendices from the current operating permit that must be changed as summarized below:

1. Appendix A (Operational Plan) – language pertaining to leachate re-circulation, which is not permitted at our Landfill, but the NDEQ wants it documented in our permit.
2. Appendix E (Ground Water Monitoring Plan) – multiple sections pertaining to monitoring system adjustments and sampling procedures.
3. Appendix F (Landfill Gas Monitoring Plan) – add detailed language pertaining to well/probe locations, boring logs, and reporting timelines.
4. Appendix G (Closure/Post-Closure Plan) – language pertaining to the capping system, venting layer, erosion layer, and final cover vegetation.
5. Appendix H (Financial Assurance) – individual costs for future closure/post-closure activities.
6. Appendix I (Construction Quality Assurance Plan) – language pertaining to CQA for letdown structures, drainage structures, and corrective action.
7. Appendix K (Permit Drawings) – permit drawings such as additional cross sections, adding future gas vent locations, and separating a certain drawing into two new drawings.

The NDEQ requires that these comments be addressed and re-submitted to them by November 15, 2010 in order to comply with their pre-determined deadlines to complete the re-permitting process by April 2011.

### **Alternatives**

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

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

### **Recommendation**

Public Works Administration recommends that the Council approve the amendment to the agreement with Aquaterra Environmental Solutions, Inc. for Professional Services related to re-permitting of the Solid Waste Landfill with work being performed at actual costs with a maximum amount of \$15,879.

### **Sample Motion**

Move to approve Amendment Number 1 with Aquaterra Environmental Solutions, Inc.



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

**AMENDMENT NUMBER 1**

**Date of Issuance:** October 12, 2010

**PROJECT:** Landfill Re-Permitting

**CONSULTANT:** Aquaterra Environmental Solutions, Inc.

**CONTRACT DATE:** May 27, 2010

To respond to Nebraska Department of Environmental Quality's comments pertaining to the application for the Re-Permitting of the Grand Island Solid Waste Landfill.

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

Agreement Price Prior to This Change Order ..... \$43,605.00

Net Increase/~~Decrease~~ Resulting from this Change Order..... \$15,879.00

**Revised Agreement Price Including this Amendment..... \$59,484.00**

**Approval Recommended:**

By \_\_\_\_\_  
Steven P. Riehle, Public Works Director

Date \_\_\_\_\_

**The Above Amendment Accepted:**

\_\_\_\_\_  
Aquaterra Environmental Solutions, Inc.  
Consultant

By \_\_\_\_\_

Date \_\_\_\_\_

**Approved for the City of Grand Island:**

By \_\_\_\_\_  
Margaret Hornady, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

Date \_\_\_\_\_

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

RESOLUTION 2010-288

WHEREAS, on May 25, 2010, by Resolution 2010-141, the Grand Island City Council approved an agreement with the consulting engineering firm, Aquaterra Environmental Solutions, Inc., of Omaha, Nebraska for the professional services for the Re-Permitting of the Solid Waste Landfill; and

WHEREAS, additional work beyond the scope of work that was included in the original agreement is needed to address comments received from the Nebraska Department of Environmental Quality on the previously approved 2001 & 2006 operating permits; and

WHEREAS, City Staff has negotiated Amendment #1 with the consulting firm, Aquaterra Environmental Solutions, Inc., of Omaha, Nebraska modifying the scope of the original agreement to allow for the addressing of comments; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment #1 with the consulting firm, Aquaterra Environmental Solutions, Inc. of Omaha, Nebraska is hereby approved; and

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, October 12, 2010**

**Council Session**

## **Item G21**

**#2010-289 - Approving Contract for Modification of Concrete  
Work at the Veterans Athletic Field Complex**

**Staff Contact: Steve Paustian**

# **Council Agenda Memo**

**From:** Steve Paustian, Parks and Recreation Director

**Meeting:** October 12, 2010

**Subject:** Contract Modification for Concrete Work at the Veterans Athletic Field Complex

**Item #'s:** G-21

**Presenter(s):** Steve Paustian, Parks and Recreation Director

## **Background**

In November of 2009 bids were received for the construction of a parking lot and other concrete work at the Veterans Athletic Field Complex. Diamond Engineering of Grand Island submitted the low responsible bid for this work. A line item in the original bid called for the construction of a 10 ft. sidewalk leading from the parking lot to the commons area. Diamond engineering submitted a unit cost of \$24.30 per square yard for this work. This price provided by Diamond Engineering was the lowest unit cost price for this work when compared to the four other bids received.

## **Discussion**

As part of the original design, we are now ready to pour the sidewalks and commons area around the concession/restroom building and under the bleachers and picnic shelters. Diamond Engineering, having submitted the low bid for this type of work it is in the best interest of the City to modify the contract to extend the publicly bid unit price submitted by Diamond Engineering.

## **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 contact modification in the amount of \$58,320.00 to allow for the concrete flatwork associated with the commons area around the concession/restroom building and under the bleachers and picnic shelters at the Veterans Athletic Field Complex, based upon the unit bid price of \$24.30 per square yard.

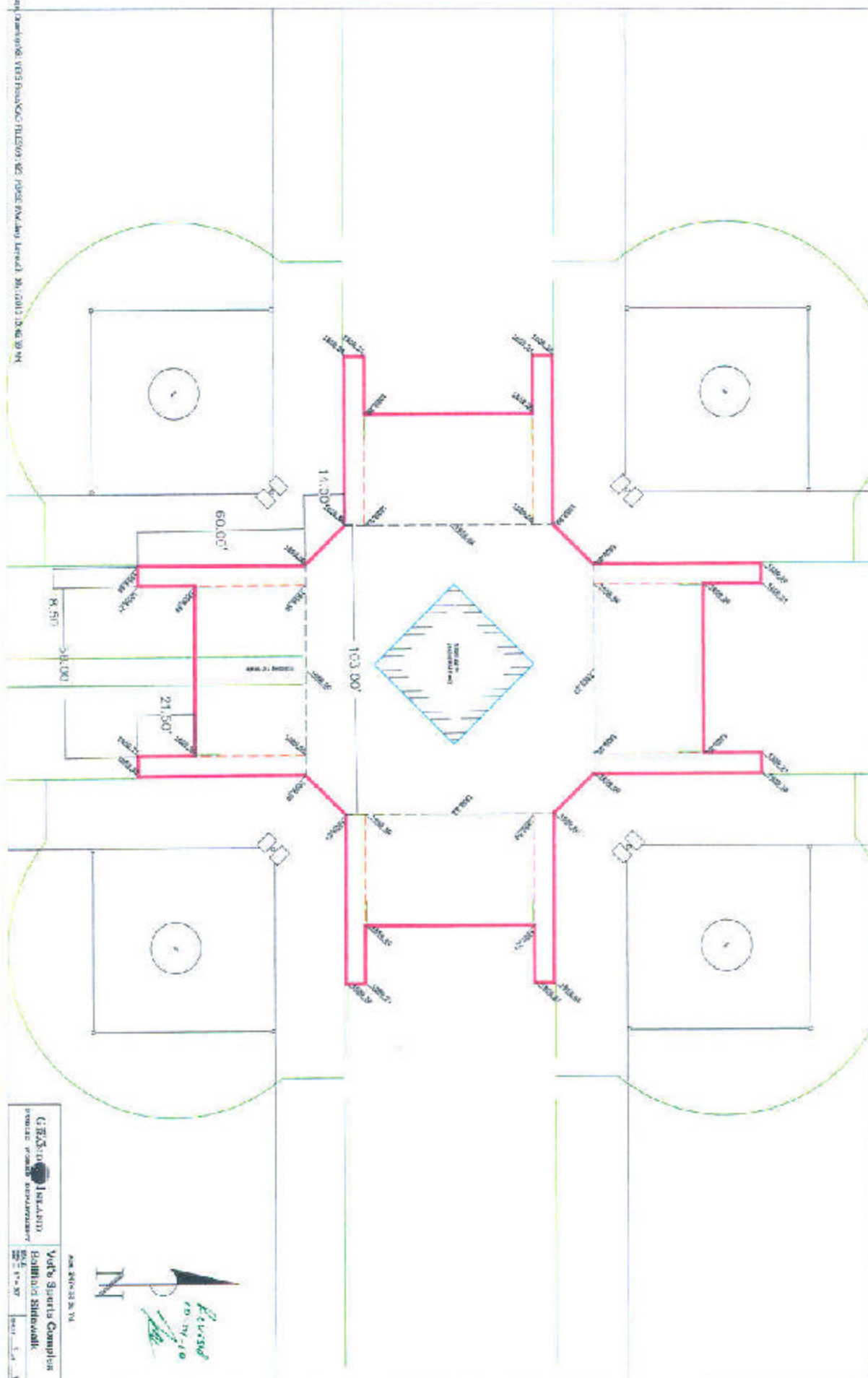
## **Sample Motion**

Move to modify the contract to Diamond Engineering by \$58,320.00 for concrete work in the commons area of the Veterans Athletic Field Complex.

**PAVING IMPROVEMENTS  
VETERANS ATHLETIC FIELD COMPLEX  
GRAND ISLAND, NEBRASKA**

BID TABULATION  
November 15, 2025  
11:00 a.m.

CONTRACTOR				Chief Construction Co.	Stephens & Smith Const. Inc.	Diamond Engineering	Platte Valley Precast Inc.		
				Grand Island, Nebraska	Lincoln, Nebraska	Grand Island, Nebraska	Columbus, Nebraska		
Bid No.	Item	Unit	Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BID SECTION A - PAVING									
1	6" Concrete Pavement W/Integral Curb	SY	1255.0	23.95	\$303,207.00	28.40	\$355,544.00	28.20	\$353,712.00
2	6" Concrete Sidewalk	SY	414	40.20	\$16,642.80	30.50	\$12,627.00	24.30	\$10,050.20
3	Detectable Warning Plates	EA	6	183.00	\$1,098.00	242.25	\$1,538.00	120.00	\$550.00
4	Earthwork	LS	1	20852.00	\$20,852.00	37352.00	\$37,352.00	1335.00	\$1,335.00
TOTAL BID SECTION A					\$342,005.80		\$411,461.00		\$305,087.20
BID SECTION B PAVING									
1	6" Concrete Pavement W/Integral Curb	SY	250.4	23.66	\$59,070.80	29.75	\$73,842.00	23.15	\$57,987.80
2	Earthwork	LS	1	2550.00	\$2,550.00	7563.00	\$7,563.00	630.00	\$630.00
TOTAL BID SECTION B					\$62,620.80		\$81,405.00		\$58,597.80
BID SECTION C - PAVING									
1	6" Concrete Pavement W/Integral Curb	SY	2445	23.95	\$58,557.75	29.40	\$71,883.00	23.15	\$56,601.75
2	Earthwork	LS	1	2512.00	\$2,512.00	7563.00	\$7,563.00	625.00	\$625.00
TOTAL BID SECTION C					\$61,199.75		\$79,446.00		\$57,226.75
TOTAL BASE BID SECTIONS A, B, & C					\$465,756.35		\$571,712.00		\$421,891.55
								Bid Bond	\$12,339.97
									\$506,170.31





Working Together for a  
Better Tomorrow, Today.

**CONTRACT MODIFICATION**

TO: **Diamond Engineering Co.**  
**PO Box 1327**  
**Grand Island, NE 68802**

PROJECT: **Paving Improvements Sections A & B – Veterans Athletic Field Complex**

You are hereby directed to make the following change in your contract.

1. Additional concrete flatwork per contracted unit price. increase \$58,320.00  
\$24.30 per sq yd x 2,400 sq yd

The original Contract Sum **\$364,664.80**

Previous Modification Change Amount **\$ 0.00**

The Contract Sum is increased by this Contract Modification **\$ 58,320.00**

The total modified Contract Sum to date **\$422,984.80**

The Contract Time has been changed to November 1, 2010.

Approval and acceptance of this Contract Modification acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.

APPROVED: **CITY OF GRAND ISLAND**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_

\_\_\_\_\_  
Approved as to Form, City Attorney

ACCEPTED: **Diamond Engineering Co.**

By James A. Henderson, Pres Date OCT 7<sup>th</sup> 2010



RESOLUTION 2010-289

WHEREAS, on November 24, 2009 by Resolution 2009-302, the City Council of the City of Grand Island awarded the Diamond Engineering Co. from Grand Island, Nebraska, the bid in the amount of \$364,664.80, for the Paving Improvements Sections A and B at the new Veterans Athletic Field Complex; and

WHEREAS, it has been determined that additional flatwork needs to be added to the existing contract; and

WHEREAS, such modifications have been incorporated into a Contract Modification; and

WHEREAS, the result of such modifications will increase the contract amount by \$58,320.00 for a revised contract price of \$422,984.80.

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 a Contract Modification between the City of Grand Island and the Diamond Engineering Co. from Grand Island, Nebraska to provide the modifications set out as follows:

Additional concrete flatwork at \$24.30 per sq yd x 2,400 sq yd.....\$58,320.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item G22

**#2010-290 - Approving Assignment of Investment Advisory  
Contract with McCarthy Group Advisors, L.L.C.**

Staff Contact: Mary Lou Brown

# **Council Agenda Memo**

**From:** Mary Lou Brown, Finance Director

**Meeting:** October 12, 2010

**Subject:** Approving Assignment of Investment Advisory Contract with McCarthy Group Advisors, L.L.C.

**Item #'s:** G-22

**Presenter(s):** Mary Lou Brown, Finance Director

## **Background**

McCarthy Group Advisors, L.L.C. (MGA) provides the investment advisory services for the reserve funds held at Smith Hayes. These funds are the backstop to the pension obligations that are administered by Wells Fargo.

## **Discussion**

MGA has entered into a definitive agreement with Westwood Holdings Group (WHG) for WHG's acquisition of MGA which will result in the combination of the two companies' resources. MGA concluded that WHG's approach to preservation and growth of capital, their core values and their commitment to excellence were compatible with their own. All employees of MGA will become employees and shareholders of WHG and offices will be maintained in Omaha and Dallas. MGA's current offerings will continue; MGA will assume the WHG name.

The transaction results in the assignment of the City's investment advisory contract with MGA to WHG. Under the existing investment advisory agreement, the City's consent is required for the assignment to occur.

## **Alternatives**

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

1. Move to approve the assignment of the City's investment advisory contract with MGA to WHG.

2. Postpone the issue to a future meeting.
3. Take no action.

### **Recommendation**

City Administration recommends that the Council approve the assignment of the City's investment advisory contract with MGA to WHG.

### **Sample Motion**

Move to approve the assignment of the City's investment advisory contract with MGA to WHG.

**CONSENT TO ASSIGNMENT OF INVESTMENT ADVISORY AGREEMENT**

The undersigned client ("Client") has one or more investment advisory agreements with McCarthy Group Advisors, L.L.C. ("MGA"). By letter dated September 20, 2010, MGA notified Client of a definitive agreement between MGA and Westwood Holdings Group, Inc. ("Westwood") pursuant to which Westwood proposes to acquire ownership of 100% of the equity interests in MGA (the "Transaction"). If consummated, the Transaction will result in the "assignment" (within the meaning of the Investment Advisers Act of 1940) to Westwood of Client's investment advisory agreement(s) with MGA. Under Client's investment advisory agreement(s) with MGA, Client's consent is required for such assignment.

By executing this Consent, Client confirms and agrees as follows:

(a) Client consents to the assignment to Westwood of its investment advisory agreement(s) with MGA which will result from the Transaction.

(b) Following such assignment, its investment advisory agreement(s) will remain in full force and effect as written.

Dated: \_\_\_\_\_, 2010.

Client Name: Grand Island Firefighters  
Address: c/o Mary Lou Brown  
P.O. Box 1968  
Grand Island, NE 68802

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or typed name of signator

\_\_\_\_\_  
Printed or typed title of signator (if signing for a legal entity)

RESOLUTION 2010-290

WHEREAS, the City has an investment advisory agreement with McCarthy Group Advisors, L.L.C.; and

WHEREAS, the City has been notified of a definitive agreement between McCarthy Group Advisors, L.L.C. and Westwood Holdings Group, Inc. pursuant to which Westwood Holdings Group, Inc. proposes to acquire ownership of 100% of the equity interests in McCarthy Group Advisors, L.L.C.; and

WHEREAS, the transaction will result in the assignment to Westwood Holdings Group, Inc. of the City's investment advisory agreement with McCarthy Group Advisors, L.L.C.; and

WHEREAS, the City's investment advisory agreement with McCarthy Group Advisors, L.L.C. requires consent for such assignment;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, the Consent to Assignment of Investment Advisory Agreement consenting to the assignment to Westwood Holdings Group, Inc. of the City's investment advisory agreement with McCarthy Group Advisors, L.L.C. which will result from the transaction and following such assignment, the investment advisory agreement will remain in full force and effect as written.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

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



# **City of Grand Island**

**Tuesday, October 12, 2010**

**Council Session**

## **Item G23**

**#2010-291 - Approving Extension of the Escrow Agreement for the Fieldhouse at Fonner Park**

**Staff Contact: Mary Lou Brown**

# **Council Agenda Memo**

**From:** Mary Lou Brown, Finance Director

**Meeting:** October 12, 2010

**Subject:** Approving Extension of the Escrow Agreement for the Fieldhouse

**Item #'s:** G-23

**Presenter(s):** Mary Lou Brown, Finance Director

## **Background**

The City of Grand Island (Lessee), Wells Fargo Brokerage Services, LLC (Lessor) and Wells Fargo Bank, NA (Escrow Agent) entered into an escrow agreement dated July 1, 2009. The escrow agreement is related to the financing of the Fieldhouse.

## **Discussion**

Section 2.03 of the escrow agreement states that "Amounts for payment of costs of the Project shall be disbursed no later than August 31, 2010." Since payments of costs related to the Project are continuing, it is appropriate to make a change to the existing escrow agreement. The Lessor is proposing that an amendment to the escrow agreement be executed and that the amendment move the date from August 31, 2010 to June 30, 2011.

Costs totaling \$4,494,253.12 have been submitted to Council through the September 28, 2010 Council meeting. It is expected that the remainder of the \$5,000,000 will be expended prior to June 30, 2011; however, in order to accommodate the unknown, it is recommended that the date be extended to June 30, 2011.

## **Alternatives**

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

1. Move to approve the amendment to the escrow agreement by and between the Lessor, the Lessee and the Escrow Agent. The amendment extends the payment of costs from August 31, 2010 to June 30, 2011.



2. Postpone the issue to a future meeting.
3. Take no action.

### **Recommendation**

City Administration recommends that Council approve the amendment to the escrow agreement by and between the Lessor, the Lessee and the Escrow Agent. The amendment extends the payment of costs from August 31, 2010 to June 30, 2011

### **Sample Motion**

Move to approve the amendment to the escrow agreement by and between the Lessor, the Lessee and the Escrow Agent.

**Exhibit C to Escrow Agreement**

**AMENDMENT**

THIS AMENDMENT TO ESCROW AGREEMENT is dated as of September 27 2010 (this "Amendment") by and between Wells Fargo Securities, LLC formerly known as Wells Fargo Brokerage Services, LLC (the "Lessor"), the City of Grand Island, Nebraska, (the "Lessee") and Wells Fargo Bank, National Association, (the "Escrow Agent").

**RECITALS**

A. The Lessor, the Lessee and the Escrow Agent have entered into an Escrow Agreement dated as of July 1, 2009 (the "Escrow Agreement").

B. Pursuant to Section 7.09 of the Escrow Agreement, the Lessor and the Lessee may, without the consent of the Escrow Agent, amend the date specified in Section 2.03 of the Escrow Agreement to a date no more than three years after the date of delivery of the Lease.

C. The Lessor and the Lessee desire to amend the date specified in Section 2.03 of the Escrow Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. The Lessor and the Lessee amend Section 2.03 of the Escrow Agreement by replacing the date "August 31, 2010" as it appears in the second sentence thereof with the date "June 30, 2011."

2. This Amendment shall become effectively only upon execution hereof by duly authorized officers or representatives of the Lessor and the Lessee.

3. All other terms and conditions of the Escrow Agreement not specifically amended by this Amendment shall remain in full force and effect and are hereby ratified and confirmed by the Lessor and the Lessee.

4. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in their respective corporate names by their duly authorized officers, all as of the date first written above.

WELLS FARGO SECURITIES, LLC,  
Lessor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THE CITY OF GRAND ISLAND, NEBRASKA,  
Lessee

By: \_\_\_\_\_  
Title: \_\_\_\_\_

RESOLUTION 2010-291

WHEREAS, Wells Fargo Securities, LLC (Lessor), the City of Grand Island (Lessee) and Wells Fargo Bank, NA (Escrow Agent) entered into an escrow agreement dated July 1, 2009; and

WHEREAS, Section 7.09 of the escrow agreement allows for the amendment of the date specified in Section 2.03 of the escrow agreement to no more than three years after the date of delivery of the Lease; and

WHEREAS, Section 2.03 of the escrow agreement states that project costs shall be disbursed no later than August 31, 2010; and

WHEREAS, the lessor and the lessee desire to amend the date specified in Section 2.03 of the escrow agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign on behalf of the City of Grand Island, the Exhibit C to Escrow Agreement that extends the end date for disbursement of project costs from August 31, 2010 to June 30, 2011.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item H1

**Consideration of Request from Olsson Associates on behalf of Helen Foreman for a Conditional Use Permit for a Soil Vapor Extraction and Air Sparge Remediation Trailer Located near 1515 West 2nd Street**

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

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item J1

### **Approving Payment of Claims for the Period of September 29, 2010 through October 12, 2010**

*The Claims for the period of September 29, 2010 through October 12, 2010 for a total amount of \$3,010,393.75. A MOTION is in order.*

Staff Contact: Mary Lou Brown



# City of Grand Island

Tuesday, October 12, 2010

Council Session

## Item J2

### **Approving Payment of Claims for the Period of September 29, 2010 through October 12, 2010 for the Veterans Athletic Field Complex**

*The Claims for the Veterans Athletic Field Complex for the period of September 29, 2010 through October 12, 2010 for the following requisition.*

#27    \$37,794.87

*A MOTION is in order.*

Staff Contact: Mary Lou Brown

## FORM OF REQUISITION

REQUISITION NO. 27

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>
Diamond Engineering	PO Box 1327 Grand Island, NE 68802	\$9,150.80	Daylight drainage ditches
Denny's Lawns Inc	2603 O'Flannigan Grand Island, NE 68801	\$3,725.00	Site preparation for seeding
Ensley Electric Services Inc	PO Box 5822 Grand Island, NE 68802	\$505.12	Hook up irrigation well
Ensley Electric Services Inc	PO Box 5822 Grand Island, NE 68802	\$1,896.00	Temp electrical wiring for irrigation system and relocation of time clocks
Tri Valley Builders Inc	PO Box 2341 Grand Island, NE 68802	\$22,517.95	Building relocation

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 7 day of October,  
2010.

**CITY OF GRAND ISLAND,**  
**NEBRASKA**, as Owner

By Mary Lou Brown  
Owner Representative



**Schedule of Bills****Vendor**

<u>Org</u>	<u>Object</u>	<u>Name/Number</u>	<u>Description</u>	<u>Invoice</u>	<u>PO #</u>	<u>WO#</u>	<u>Check #</u>	<u>Amount</u>
40044450		PARKS & RECREATION						
90027		MISCELLANEOUS PARK PROJECTS						
1	10	ACE HARDWARE	SUPPLIES/EQUIP-NEW FIELDHOUSE	162173	21056		159001	413.92
1	10	ACE HARDWARE	SUPPLIES/EQUIP-NEW FIELDHOUSE	162113	21056		159001	554.98
1	214	THE GRAND ISLAND INDEPENDENT	AUG 2010 BILL	10AUG10022600			159123	76.59
90122		ATHLETIC COMPLEX						
1	2574	DENNY'S LAWNS INC	SITE PREPARATION FOR SEEDING	705	23291		159084	3,725.00
1	154	DIAMOND ENGINEERING CO	DAYLIGHT DRAINAGE DITCHES	3398	22722		159085	9,150.80
1	180	ENSLEY ELECTRIC SERVICES INC	HOOK UP IRRIGATION WELL	4333	23478		159101	505.12
1	180	ENSLEY ELECTRIC SERVICES INC	REFEED IRRIGATION SYSTEM FONNER	4335	23465		159101	1,896.00
1	401	TRI VALLEY BUILDERS INC	BLDG RELOCATION/RECONSTRUCTION	09/17/10-PAY EST 1	22860		159296	22,517.95

**40044450 Org Total****38,840.36****COPY**

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3,725.00 +

9,150.80 +

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1,896.00 +

22,517.95 +

005

37,794.87 \*

DENNY'S LAWNS INC.  
2603 O'FLANNIGAN  
GRAND ISLAND NE 68803

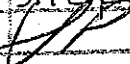
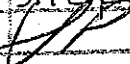
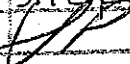
# INVOICE

Date	INVOICE #
9/13/2010	705

Phone 308-384-3504  
Cell 308-379-2432

Bill To
GRAND ISLAND PARKS ADMINISTRATION 100 EAST 1ST ST P.O. BOX 1968 GRAND ISLAND, NE. 68801

P.O. No.	Terms	Due Date	SALES TAX LOCATION
	Due Upon Receipt		

Date	Description	Qty	Amount																
	ROUGH GRADE NEW SOCCER FIELDS SALES TAX	37.25	3,725.00 0.00																
Voucher #																			
<table><tr><td>PO #</td><td>23291</td></tr><tr><td>Vendor #</td><td>2574</td></tr><tr><td>Invoice #</td><td>705</td></tr><tr><td>Description</td><td>Site preparation for soccer fields</td></tr><tr><td>Approved by</td><td></td><td>Date</td><td>9-13-10</td></tr><tr><td>Org-obj#</td><td>40044450-90122</td><td>Amount</td><td>3,725.00</td></tr></table>				PO #	23291	Vendor #	2574	Invoice #	705	Description	Site preparation for soccer fields	Approved by		Date	9-13-10	Org-obj#	40044450-90122	Amount	3,725.00
PO #	23291																		
Vendor #	2574																		
Invoice #	705																		
Description	Site preparation for soccer fields																		
Approved by		Date	9-13-10																
Org-obj#	40044450-90122	Amount	3,725.00																

<b>Total</b>		\$3,725.00
<b>Payments/Credits</b>		\$0.00
<b>Balance Due</b>		\$3,725.00



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 #

23291-00

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DENNYS LAWNS INC  
2603 O FLANNIGAN  
GRAND ISLAND NE 68803

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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		
			22896			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
08/16/2010	2574	patib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	LABOR AND EQUIPMENT FOR SITE PREPARATION TO GET THE FIELDS READY FOR SEEDING. NOT-TO-EXCEED \$4,000.00. 40044450 - 90122		40.0	HOUR	\$100.000	\$4,000.00
						\$4,000.00
	40044450 - 90122					\$4,000.00

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

PO Total

\$4,000.00

## Engineers and Contractors

Job No. G.I. #2083

### An Equal Opportunity Employer



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 #

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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 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		
			22237			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
05/12/2010	154	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	DAYLIGHT DRAINAGE DITCHES					
	40044450 - 90122					
		\$9,150.80	1.0	JOB	\$9,150.800	\$9,150.80
	40044450 - 90122					
		\$9,150.80				

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

PO Total

\$9,150.80

# Ensley Electrical Services, Inc.

PO Box 5822

Grand Island, NE 68802

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

## Invoice

Date	Invoice #
9/14/2010	4333

City of Grand Island  
Parks & Recreation Dept.  
100 East First St. PO Box 1968  
Grand Island, NE 68802

P.O. No.	TERMS
4172	Due on receipt

Description	Amount
Labor and material to hook up controls for irrigation well @ Veteran's Field—Ordered by Steve Paustian	
Labor—Journeyman Electrician hrs 6.5 @ 58.50, Apprentice hrs 2 @ \$45.00	470.00
Materials	35.12
Voucher #	
PO # 23478	
Vendor # 180	
Invoice # 4333	
Description Hook up irrigation controls	
Approved by [Signature] Date 9-14-10	
Org obj# 40044450-90122 505-12	
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	\$505.12



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 # **23478-00**

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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	23133			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
09/16/2010	180	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	LABOR AND MATERIAL TO HOOK UP CONTROLS FOR IRRIGATION WELL.		1.0	JOB	\$505.120	\$505.12
	40044450 - 90122					\$505.12
	40044450 - 90122					\$505.12

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

PO Total **\$505.12**

# Ensley Electrical Services, Inc.

PO Box 5822

Grand Island, NE 68802

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

## Invoice

Date	Invoice #
9/16/2010	4335

City of Grand Island  
Parks & Recreation Dept  
PO Box 1968  
Grand Island, Ne 68802

P.O. No.	TERMS
4177	Due on receipt

Description	Amount												
<p>PURCHASE ORDER #23465-00 Temporary Electrical Wiring for the Irrigation System , Relocation of Time Clocks @ Fomner Park Softball Fields--Ordered by Steve Paustian</p> <p>Voucher #</p> <table><tr><td>PO #</td><td>23465</td></tr><tr><td>Vendor #</td><td>180</td></tr><tr><td>Invoice #</td><td>4335</td></tr><tr><td>Description</td><td>Temporary Electrical Wiring</td></tr><tr><td>Approved by</td><td>[Signature] 9-16-10</td></tr><tr><td>Org obj#</td><td>40044450-90122</td></tr></table> <p>We appreciate your business! Please pay from this invoice---no statement will be sent.</p> <p>TERMS: Finance charges will be added to all invoices not paid within 15 days of invoice date.</p>	PO #	23465	Vendor #	180	Invoice #	4335	Description	Temporary Electrical Wiring	Approved by	[Signature] 9-16-10	Org obj#	40044450-90122	<p>1,896.00</p> <p>Balance Due \$1,896.00</p>
PO #	23465												
Vendor #	180												
Invoice #	4335												
Description	Temporary Electrical Wiring												
Approved by	[Signature] 9-16-10												
Org obj#	40044450-90122												





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 # **23465-00**

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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	23115			
Date Ordered	Vendor Number	Entered By	Requested By	Department/Location		
09/14/2010	180	pattib	Patti Buettner	PARKS & RECREATION		
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	TEMPORARY ELECTRICAL WIRING FOR THE IRRIGATION SYSTEM, RELOCATION OF TIME CLOCKS AT FORMER FONNER PARK SOFTBALL FIELDS. 40044450 - 90122		1.0	JOB	\$1,896.000	\$1,896.00
	40044450 - 90122					\$1,896.00

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

**PO Total** **\$1,896.00**



# Document G703

## Continuation Sheet

AIA Document G702™, Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column J on Contracts where variable retainage for line items may apply.

Invoice # 911710-1

Description Building Relocation

Application No. 40044450-90122

Application Date: 09/17/2010

Period To: 09/17/2010

Architect's Project No: 23517195

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
010	GENERAL REQUIREMENTS	12,868.00	0.00		6,433.00	0.00	6,433.00	6,433.00	643.30
020	SITEWORK	13,500.00	0.00		4,050.00	0.00	4,050.00	9,450.00	405.00
030	CONCRETE	11,903.00	0.00		7,736.95	0.00	7,736.95	4,166.05	773.70
040	MASONRY	16,000.00	0.00		0.00	0.00	0.00	16,000.00	0.00
050	METALS	2,000.00	0.00		1,800.00	0.00	1,800.00	200.00	180.00
060	CARPENTRY	2,500.00	0.00		0.00	0.00	0.00	2,500.00	0.00
070	THERMAL MOISTURE	2,100.00	0.00		0.00	0.00	0.00	2,100.00	0.00
080	HOLLOW METAL	500.00	0.00		0.00	0.00	0.00	500.00	0.00
092	DRYWALL	2,000.00	0.00		0.00	0.00	0.00	2,000.00	0.00
096	FLOOR COVERING	100.00	0.00		0.00	0.00	0.00	100.00	0.00
100	MISC. SPECIALTIES	1,200.00	0.00		0.00	0.00	0.00	1,200.00	0.00
130	PRE ENGINEERED BLDG	6,000.00	0.00		0.00	0.00	0.00	6,000.00	0.00
150	PLUMBING	13,221.00	0.00		5,000.00	0.00	5,000.00	8,221.00	500.00
160	ELECTRICAL	4,110.00	0.00		0.00	0.00	0.00	4,110.00	0.00
Final Total		88,000.00	0.00		25,019.95	0.00	25,019.95	62,980.05	2,502.00
Grand Total									

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# AIA Document G702™ - 1992

## Application and Certificate for Payment

TO: OWNER, GRAND ISLAND, P.O. BOX 1968, GRAND ISLAND, NE 68802-  
FROM: CONTRACTOR, TRI-VALLEY BUILDERS, INC., P.O. BOX 2341, GRAND ISLAND, NE 68802-  
PURPOSE: RECONSTRUCTION AND RECONSTRUCTION OF MULTI APPLICATION NO. 09/17/2010  
PURCHASE ORDER 22860-00  
CONTRACT FOR: CITY OF GRAND ISLAND  
CONTRACT DATE: 06/03/2010  
PROJECT NOS: / /  
DISTRIBUTION TO: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 88,000.00
2. NET CHANGE BY CHANGE ORDERS	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 88,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 25,019.95

#### 5. RETAINAGE:

- a. 2.502.00 % of Completed Work  
(Columns D + E on G703)  
b. 2.502.00 % of Stored Material  
(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 2,502.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$ 22,517.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8. CURRENT PAYMENT DUE	\$ 22,517.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 65,482.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	\$ 0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown hereon is now due.

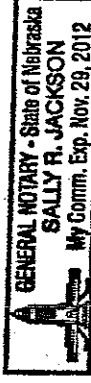
CONTRACTOR:

By: Donald J. Jackson  
State of: Nebraska

County of: 4011

Subscribed and sworn to before me this 17th day of September 2010

Notary Public: Sally R. Jackson  
My commission expires: Nov. 29, 2012



Date: 9-17-10

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.