
City of Grand Island



Tuesday, October 26, 2010

Council Session Packet

City Council:

**Larry Carney
Scott Dugan
John Gericke
Peg Gilbert
Chuck Haase
Robert Meyer
Mitchell Nickerson
Bob Niemann
Kirk Ramsey
Jose Zapata**

Mayor:

Margaret Hornady

City Administrator:

Jeff Pederson

City Clerk:

RaNae Edwards

**7:00:00 PM
Council Chambers - City Hall
100 East First Street**

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.

MAYOR COMMUNICATION

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



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item C1

Proclamation "National Adoption Month" November, 2010

There are an estimated 123,000 children in the United States in the foster care system, some of which live in Grand Island. By December 2010, thirty-four children in Grand Island, Hall County who are in foster care will finalize adoption. Mayor Hornady has proclaimed the month of November, 2010 as "National Adoption Month" and would encourage citizens to help secure permanent, loving homes for each and every child in Grand Island, See attached PROCLAMATION.

Staff Contact: Mayor Hornady

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

PROCLAMATION

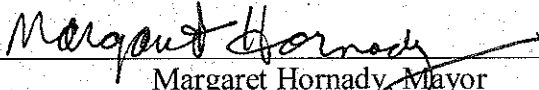
- WHEREAS, this November marks the 20th annual National Adoption Month; and
- WHEREAS, there are an estimated 123,000 children across the United States in foster care, waiting for adoptive homes or for that moment of finalization of their adoptions; and
- WHEREAS, every child in the Grand Island Area, across the State, and even across the Nation deserves a loving, caring, permanent family; and
- WHEREAS in Nebraska there are approximately 250 children in care of the State, for whom adoptive homes are needed; and
- WHEREAS, it is our goal to find families for these children, no matter where they might live; and
- WHEREAS, many of these children have physical, emotional and/or behavioral challenges; and
- WHEREAS, many of these children are brothers and sisters who want to grow up together; and
- WHEREAS, in 2009, 494 children in care of the State found permanency through adoption; and
- WHEREAS, in 2009, twenty-four children in care of the State in the Grand Island area were adopted; and
- WHEREAS, by the end of December 2009, 34 children in care of the State from the Grand Island area, will finalize adoptions; and
- WHEREAS, every child deserves a place to call home, not only now but into adulthood;

NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of November, 2010 as

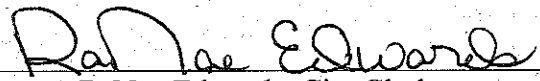
“NATIONAL ADOPTION MONTH”

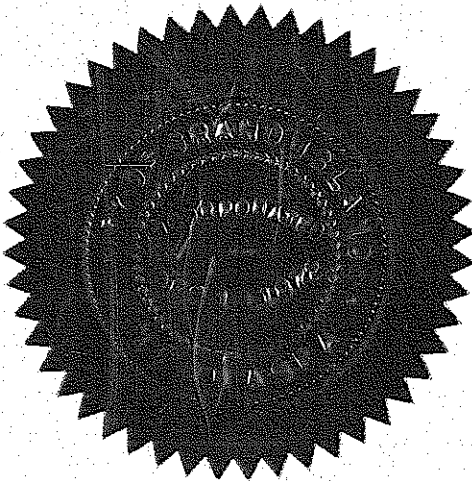
in the City of Grand Island, and encourage all citizens to help secure permanent, loving homes for each and every child in Grand Island, and the State of Nebraska, regardless of race, age, gender, health, emotional or behavioral challenge or past distress.

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


Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, October 26, 2010

Council Session

Item C2

Recognition of the City of Grand Island for Safety Award

The City of Grand Island recently received the GO Safety Award at the annual Great Plains Safety and Wellness Conference in Kearney, Nebraska. Governor Dave Heineman presented the award to Tami Herald, Don Jelinek, and Brenda Sutherland on behalf of the City. This award is for governments (city, county, state, and schools) which have shown a commitment to reducing employee injury rates through safety education, training, and risk reduction.

The City was recognized for the efforts of its Citywide Safety Committee in creating a safety manual, conducting organized meetings and inspections to identify and mitigate safety hazards for City employees as well as the general public that uses City facilities for services and recreation. The Citywide Safety Committee has employee representation from departments throughout the City. This commitment to safety resulted in the City's experience rating dropping from 1.15 in the 2008/ 2009 budget year to .94 in the 2009/ 2010 budget year. This rating has a direct impact on insurance premiums paid by the City.

Staff Contact: Brenda Sutherland



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item E1

**Public Hearing on Request from Casey's Retail Company dba
Casey's General Store #2903, 3428 West Capital Avenue for a
Class "B" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 26, 2010

Subject: Public Hearing on Request from Casey's Retail Company
dba Casey's General Store #2903, 3428 West Capital
Avenue for a Class "B" Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

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

Discussion

Casey's Retail Company dba Casey's General Store #2903, 3428 West Capital Avenue has submitted an application for a Class "B" Liquor License. A Class "B" Liquor License allows for the sale beer off sale only inside the corporate limits of the city.

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

Also submitted with this application was a Liquor Manger Designation request from Tina Krings, 1009 Milan Drive #7, Norfolk, Nebraska.

Alternatives

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

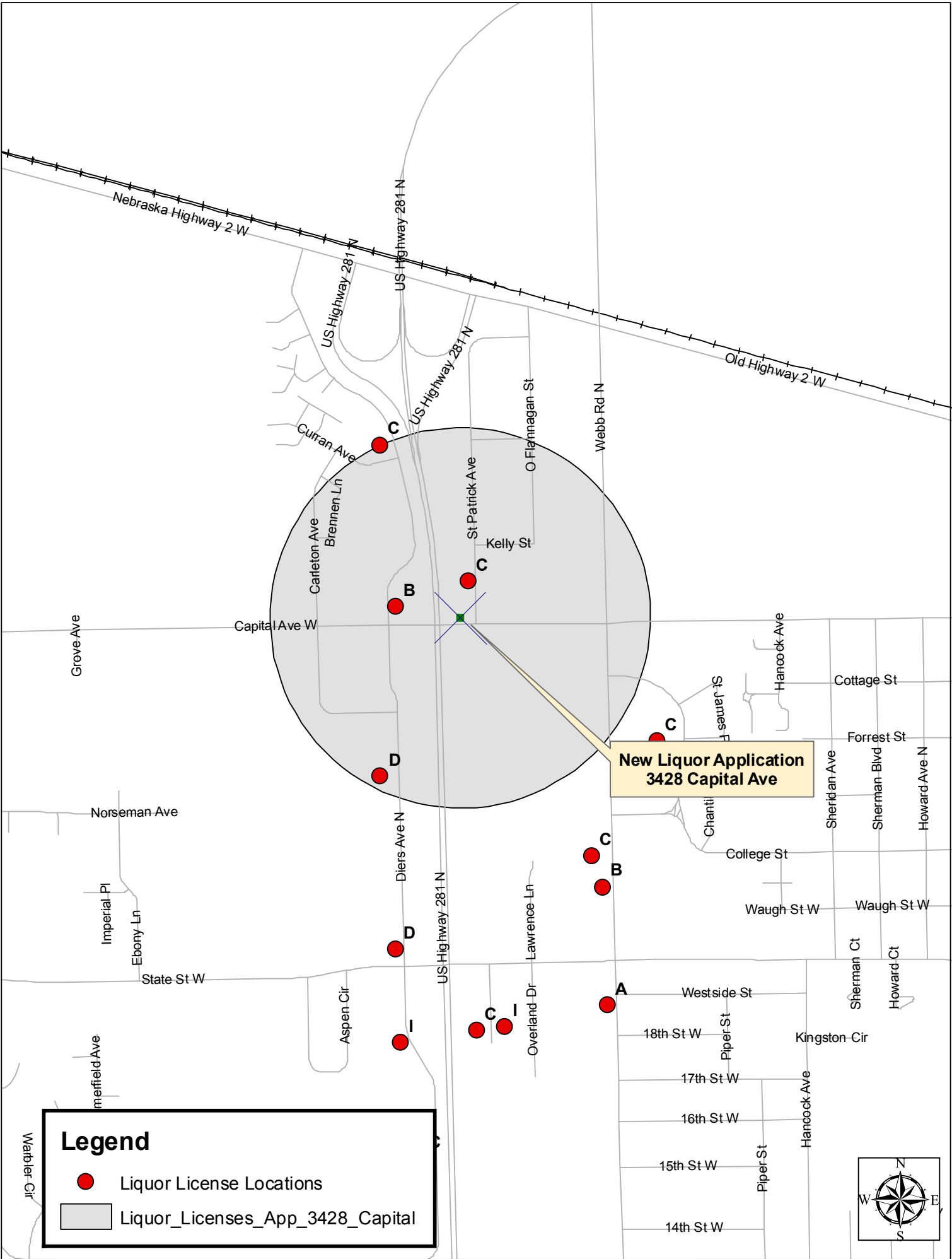
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

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

Sample Motion

Move to approve the application for Casey's Retail Company dba Casey's General Store #2903, 3428 West Capital Avenue for a Class "B" Liquor License contingent upon final inspections and Liquor Manager designation for Tina Krings, 1009 Milan Drive #7, Norfolk, Nebraska contingent upon Ms. Krings completing a state approved alcohol server/seller training program.



Legend

- Liquor License Locations
- Liquor_Licenses_App_3428_Capital

10/07/10
15:30

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 11:10:01 10/06/2010
Occurred before : 11:10:01 10/06/2010
When reported : 11:10:01 10/06/2010
Date disposition declared : 10/06/2010
Incident number : L10100762
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 3428 Capital Ave W
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 4612
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

= = = = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	114448	10/07/10	Krings, Tina M	Liquor Manager
NM	160318	10/07/10	Casey's General Store,	Business

LAW INCIDENT CIRCUMSTANCES:

Se Circu Circumstance code Miscellaneous

1 LT07 Convenience Store

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application for Casey's and a Liquor Manager Application from Tina Krings.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

10/07/10
15:30

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	13:41:06 10/07/2010

318

Grand Island Police Department
Supplemental Report

Date, Time: Thu Oct 07 13:41:21 CDT 2010
Reporting Officer: Vitera
Unit- CID

It appears that this new Casey's store is going to be at the northeast corner of Capital and Hwy. 281 where the Sapp Brother's store used to be. Grand Island has several other Casey's stores that sell beer. I received applications in April when Casey's bought out the Holiday Stores on South Locust and West 2nd Street. I've also looked at liquor license applications from Casey's at Five Points and on North Eddy. I'm not aware of any alcohol related problems at any of the Casey's stores.

On the current application, Tina Krings is listed as the liquor manager. She was also listed on the Eddy store's application in 2007 and on the South Locust and West 2nd Stores' applications in 2010. There were no problems with Tina in 2007 or earlier this year. I checked her again through Spillman and NCJIS to make sure no criminal concerns popped up in the last six months, and I didn't find anything.

The following information has been copied from one of my earlier Casey's investigations and pertains to this one:

The first thing I noticed about the liquor license application was that it listed seven people involved with the Casey's Corporation. All seven people are married which puts the total number of people listed on the application at fourteen. All fourteen people have Iowa addresses. Ten of the fourteen people disclosed violations where the application asks if anyone has been convicted of or plead guilty to any charge. All of the convictions were traffic related.

Since I can't run criminal history checks for liquor license investigations, and all of the applicants live out of state, this investigation will have to rely on the fingerprint submissions, NSP investigation, and the NLCC decision. Since there are other Casey's stores in town that sell alcoholic beverages, they have obviously gotten licenses in the past. I can't imagine that there have been any significant changes from the old applications to this one.

Assuming there are no problems at the State level, the Grand Island Police Department (GIPD) has no objection to Casey's obtaining a liquor license for their new store at Capital and Hwy. 281. The GIPD also has no objection to Tina Krings being the liquor manager.

10/07/10
15:30

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
3



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item E2

**Public Hearing for a 2010 Economic Development - Community
Development Block Grant for Infrastructure**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development Administrator

Meeting: October 26, 2010

Subject: Approving Community Development Block Grant
Economic Development Grant Application for the Platte
Valley Industrial Park

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

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The City of Grand Island is eligible to apply for an Economic Development - Community Development Block Grant for infrastructure improvements at the Platte Valley Industrial Park East. The grant would fund City water and sanitary sewer installation to enhance the Industrial Park for further development.

Platte Valley Industrial Park is presently undeveloped. Since the entire development cost would be too much to expend at one time, the water and sewer project was given the highest priority for funding. The cost of providing the extension of City Water is \$1.2 million and City Sanitary Sewer is estimated at \$1 million for a total project cost of \$2.2 million.

A Community Development Block Grant has been prepared for \$935,000 to fund \$925,000 in activity costs and \$10,000 in General Administration. The Economic Development Corporation has applied for and been granted \$575,000 in LB-840 funds to assist in meeting those needs. The City of Grand Island would contribute \$700,000. A 1:1 match is required.

A public hearing is required 10 days prior to such hearing at a regularly scheduled Council meeting. A legal notice was published October 16, 2010 in the Grand Island Independent for a public hearing at the October 26, 2010 Council meeting.

Discussion

At this time the Council is requested to approve the Community Development Block Grant-Economic Development Grant application to fund water and sanitary sewer improvements at Platte Valley Industrial Park.

Alternatives

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

1. Move to approve the Community Development Block Grant-Economic Development Grant application
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 Community Development Block Grant-Economic Development Grant application.

Sample Motion

Move to approve the Community Development Block Grant-Economic Development Grant for infrastructure improvements at the Platte Valley Industrial Park and authorize the Mayor to sign all related documents.



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item E3

**Public Hearing for a 2010 Tourism Development - Community
Development Block Grant**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development Administrator

Meeting: October 26, 2010

Subject: Approving Community Development Block Grant
Tourism Development Grant Application for
Renovations at the Grand Theatre

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

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The City of Grand Island is eligible to apply for a Tourism Development - Community Development Block Grant for renovations at the Grand Theatre. The grant would fund Façade and Lobby renovations to enhance tourism at the theatre.

A Community Development Block Grant has been prepared for \$110,000 to fund \$100,000 in activity costs and \$10,000 in General Administration. The Grand Theatre will contribute matching funds of \$250,000 to the project. A 25% match is required. The total cost for a portion of this project is projected to be \$350,000.

A public hearing is required 10 days prior to such hearing at a regularly scheduled Council meeting. A legal notice was published October 16, 2010 in the Grand Island Independent for a public hearing at the October 26, 2010 Council meeting.

Discussion

At this time the Council is requested to approve the Community Development Block Grant-Tourism Development Grant application to fund Façade and Lobby renovations to the Grand Theatre.

Alternatives

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

1. Move to approve the Community Development Block Grant-Tourism Development Grant application
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 Community Development Block Grant-Tourism Development Grant application.

Sample Motion

Move to approve the Community Development Block Grant-Tourism Development Grant for renovations at the Grand Theatre and authorize the Mayor to sign all related documents.



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item E4

**Public Hearing on Acquisition of Utility Easement - between
Airport Road and Abbott Road, and East of North Road - Leon
Stanczyk**

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: October 26, 2010

Subject: Acquisition of Utility Easement – between Airport and Abbott Roads and between North and Webb Roads – Leon Stanczyk

Item #'s: E-4 & G-9

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

Background

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

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

Discussion

Easement negotiations are completed for a tract of property owned by Leon Stanczyk, located between Airport Road and Abbott Road, and east of North Road, in Hall County. A map of the proposed easement is attached. The negotiated price of the easement is \$3,230.00.

Alternatives

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

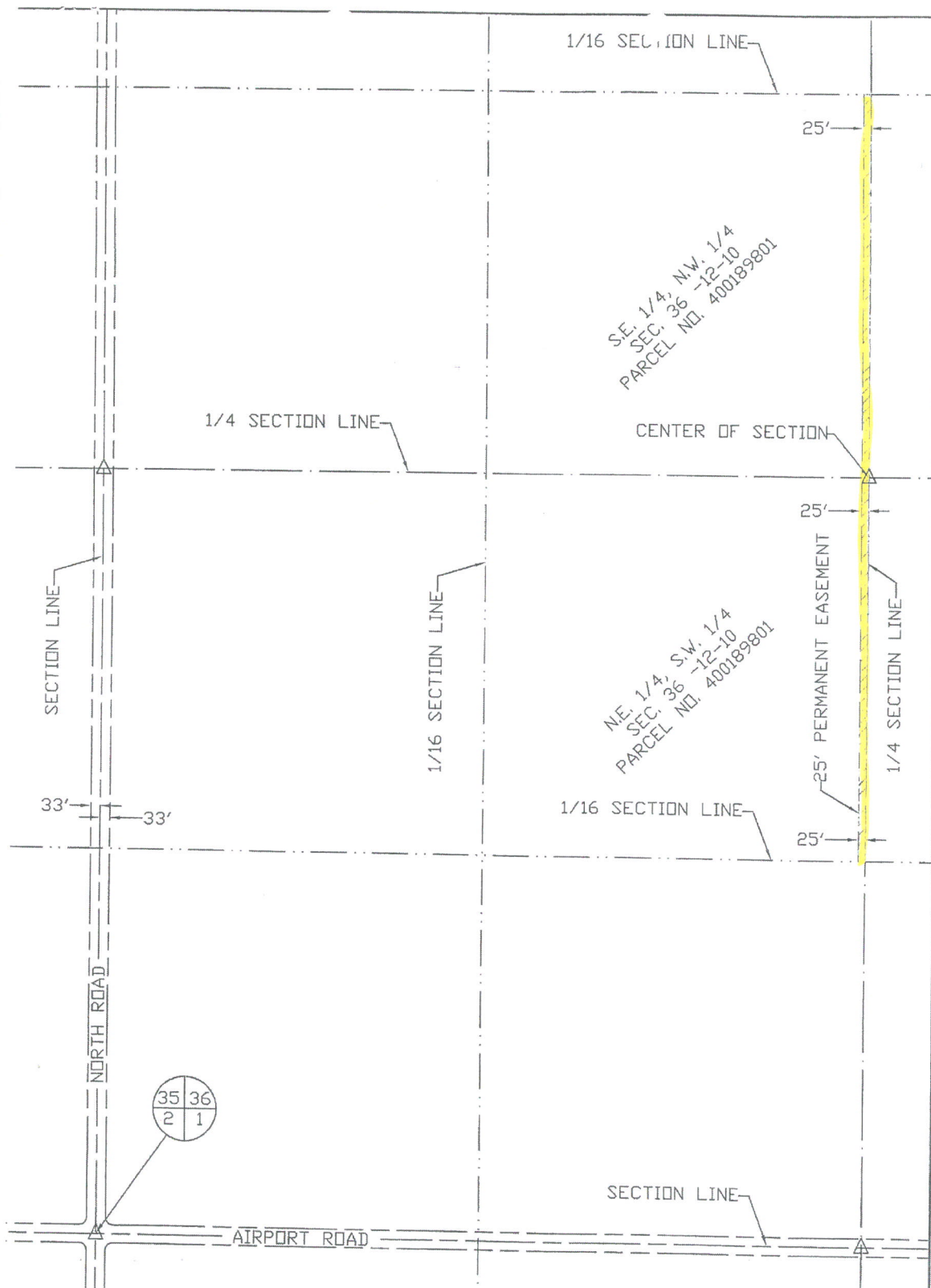
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for Three Thousand Two Hundred Thirty and 00/100 Dollars (\$3,230.00).

Sample Motion

Move to approve acquisition of the Utility Easement.

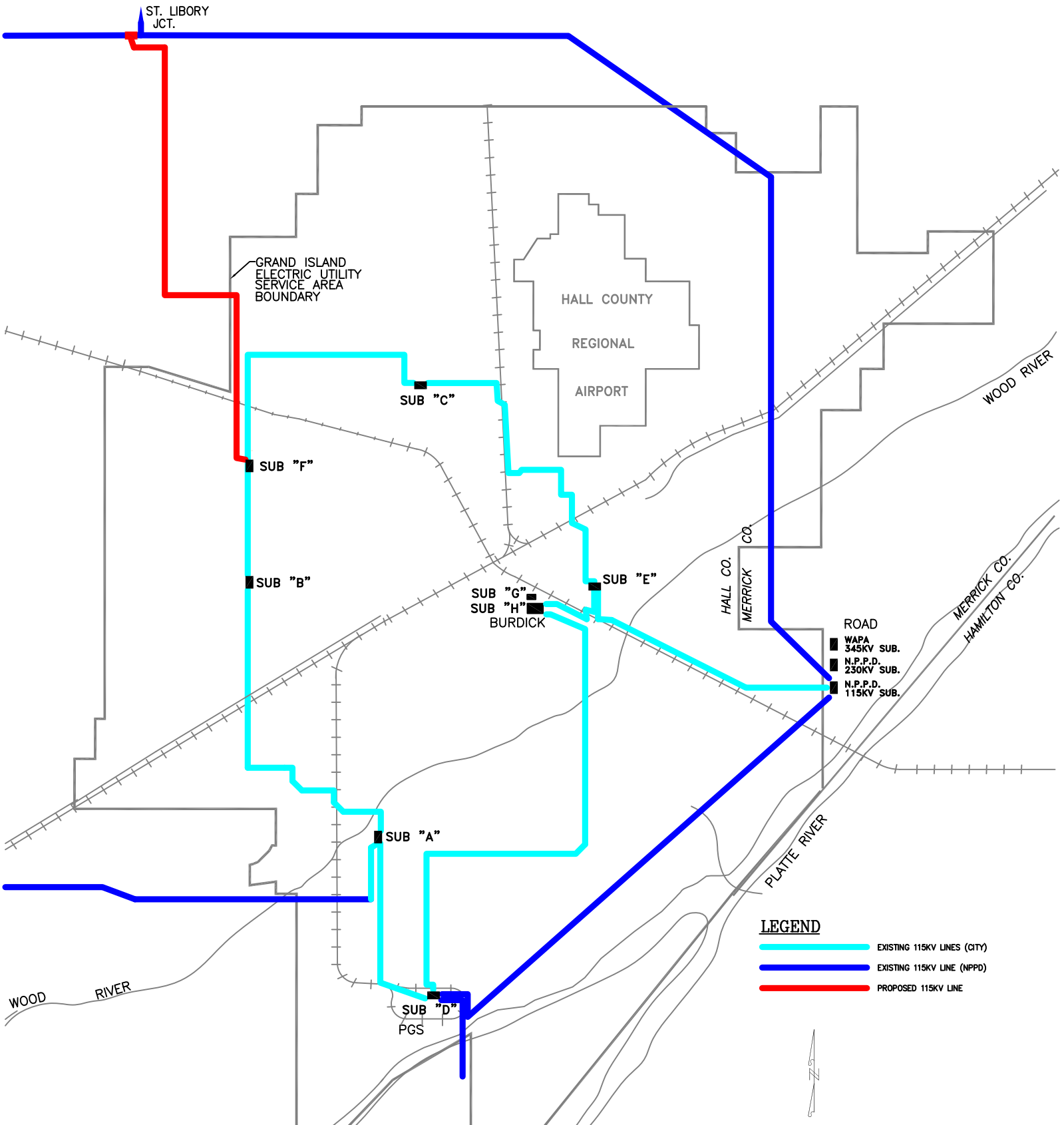


LEGEND

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



<p>CITY OF GRAND ISLAND</p> <p>UTILITIES DEPARTMENT</p>	
<p>EXHIBIT "A"</p>	
<p>DRN BY: A.C.H.</p>	<p>SCALE: 1" = 400'</p>





City of Grand Island

Tuesday, October 26, 2010

Council Session

Item F1

#9277 - Consideration of Amendments to Chapter 40 of the Grand Island City Code Relative to Storm Water Management

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 26, 2010

Subject: Consideration of Amendments to Chapter 40 of the Grand Island City Code Relative to Storm Water Management

Item #'s: F-1

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

Background

On December 15, 2009 City Council approved the adoption of Chapter 40 to the City Code regarding illicit connections to the municipal separate storm sewer system (MS4). This is a requirement of the National Pollutant Discharge Elimination System (NPDES) permit for small Municipal Separate Storm Sewer Systems (SMS4).

Discussion

The City's storm water permit from the Nebraska Department of Environmental Quality (NDEQ) requires the City to adopt a Storm Water Management Plan (SWMP) and address seven (7) Minimum Control Measures (MCMs). The 7 MCMs are:

1. Public Education and Outreach
2. Public Involvement/Participation
3. Illicit Discharge
4. Construction Site Storm Water Runoff Control
5. Post Construction Storm Water Management
6. Pollution Prevention/Good Housekeeping for Municipal Operations
7. Storm Water Monitoring

The MCMs are accomplished by developing Best Management Practices (BMPs). The BMPs for MCM 4 are:

1. Develop an Erosion and Sediment Control Ordinance
2. Conduct Site Inspections/Plan Review
3. Educate Contractors and Development Community
4. Develop Design Standards for Storm Water Runoff Control

The BMPs for MCM 5 are:

1. Develop a Post Construction Ordinance
2. Develop BMP Inspection and Plan Review
3. Develop Educational Material for Development Community

The Construction and Post Construction ordinance is a BMP directly supporting MCM 4: Construction Site Storm Water Runoff Control and MCM5: Post Construction Storm Water Management.

A brief summary of the ordinance is in the attached PowerPoint. The complete ordinance that we are asking council to approve is attached. The changes or additions to Chapter 40 are shown in red on the ordinance.

The adoption of these amendments to Chapter 40 of the City Code follow the timeline in the City's storm water permit. The contractors, developers and engineers in the community have participated in meetings on storm water regarding upcoming regulations. The City has created a streamlined construction storm water permitting process that piggy backs the NDEQ's process instead of duplicating. We've also created a simple process for smaller construction storm water sites.

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 adoption of the amendments to Chapter 40 of the Grand Island City Code for Construction; Post-Construction; and Technical Standards, Specifications, and Guidance in connection with Storm Water Management.

Sample Motion

Move to approve the adoption of the amendments to Chapter 40 of the Grand Island City Code.

Storm Water Management Ordinance for Construction Sites



Storm Water Regulations

- Federal Clean Water Act
 - 1972 Federal Water Pollution Control Act
 - 1977 Clean Water Act
- Storm Water Regulations
 - 1990 Phase I – Permit required for 5 Acre disturbed area with Large MS4s (100,000 pop)
 - 1999 Phase II – lowered to 1 Acre Threshold with Small MS4s (10,000 pop)
 - 2006 – G.I. MS4 Storm Water Permit Issued by NDEQ



Storm Water Permit Requirements Minimum Control Measures (MCMs)

- MCM 1: Public Education and Outreach
- MCM 2: Public Involvement/Participation
- MCM 3: Illicit Discharge
- **MCM 4: Construction Site Storm Water Runoff Control**
- **MCM 5: Post Construction Storm Water Management**
- MCM 6: Pollution Prevention/Good Housekeeping for Municipal Operations
- MCM 7: Storm Water Monitoring

Construction & Post Construction Storm Water Management

- Nebraska Department of Environmental Quality (NDEQ) administers the National Pollutant Discharge Elimination System (NPDES) Program
- City of Grand Island's Storm Water Management (SWMP) Program administers locally thru ordinance
- Ordinance will empower the City of Grand Island to:
 - Track project
 - Monitor project
 - Ensure that erosion and sediment control measures are used
 - Make certain Storm Water controls are maintained after construction

Best Management Practices (BMPs) to accomplish MCM 4 Construction Site Storm Water Runoff Control

- BMP 1: Develop an Erosion and Sediment Control Ordinance (that's why we are here this evening)
- BMP 2: Conduct Site Inspections/Plan Review (we've started verbal inspections & plan reviews)
- BMP 3: Educate Contractors and Development Community (already doing)
- BMP 4: Develop Design Standards for Storm Water Runoff Control Measures (next step)



Best Management Practices (BMPs) to accomplish MCM 5 Post-Construction Storm Water Management

- BMP 1: Develop a Post Construction ordinance
- BMP 2: Develop BMP inspection and plan review
- BMP 3: Develop educational material for development community



Construction Ordinance 40-1

Purpose/Intent

- Required by the NPDES Permit
- Controls land disturbances
- Reduce soil erosion and sedimentation
- Increase Storm Water quality
- Conform to Environmental Laws
- Within the City limits



Storm Water Management Ordinance

§40-2. DEFINITIONS

§40-3. APPLICABILITY

§40-4. RESPONSIBILITY FOR ADMINISTRATION

§40-5. SEVERABILITY

§40-6. ULTIMATE RESPONSIBILITY

§40-7. ILLICIT DISCHARGE

§40-8. ALLOWED DISCHARGE

§40-9. ILLICIT CONNECTION

§40-10. SUSPENSION OF STORM DRAINAGE SYSTEM ACCESS

§40-11. CONSTRUCTION

§40-12. POST-CONSTRUCTION

§40-13. TECHNICAL STANDARDS, SPECIFICATIONS, AND GUIDANCE

§40-14. MONITORING OF DISCHARGES

§ 40-15. BEST MANAGEMENT PRACTICES

§40-16. WATERCOURSE PROTECTION

§40-17. NOTIFICATION OF DISCHARGES AND SPILLS

§40-18. NOTICE OF VIOLATION

§40-19. APPEAL OF NOTICE OF VIOLATION

§40-20. ENFORCEMENT MEASURES

§40-21. COST OF ABATEMENT OF THE VIOLATION

§40-22. INJUNCTIVE RELIEF

§40-23. VIOLATIONS DEEMED A PUBLIC NUISANCE

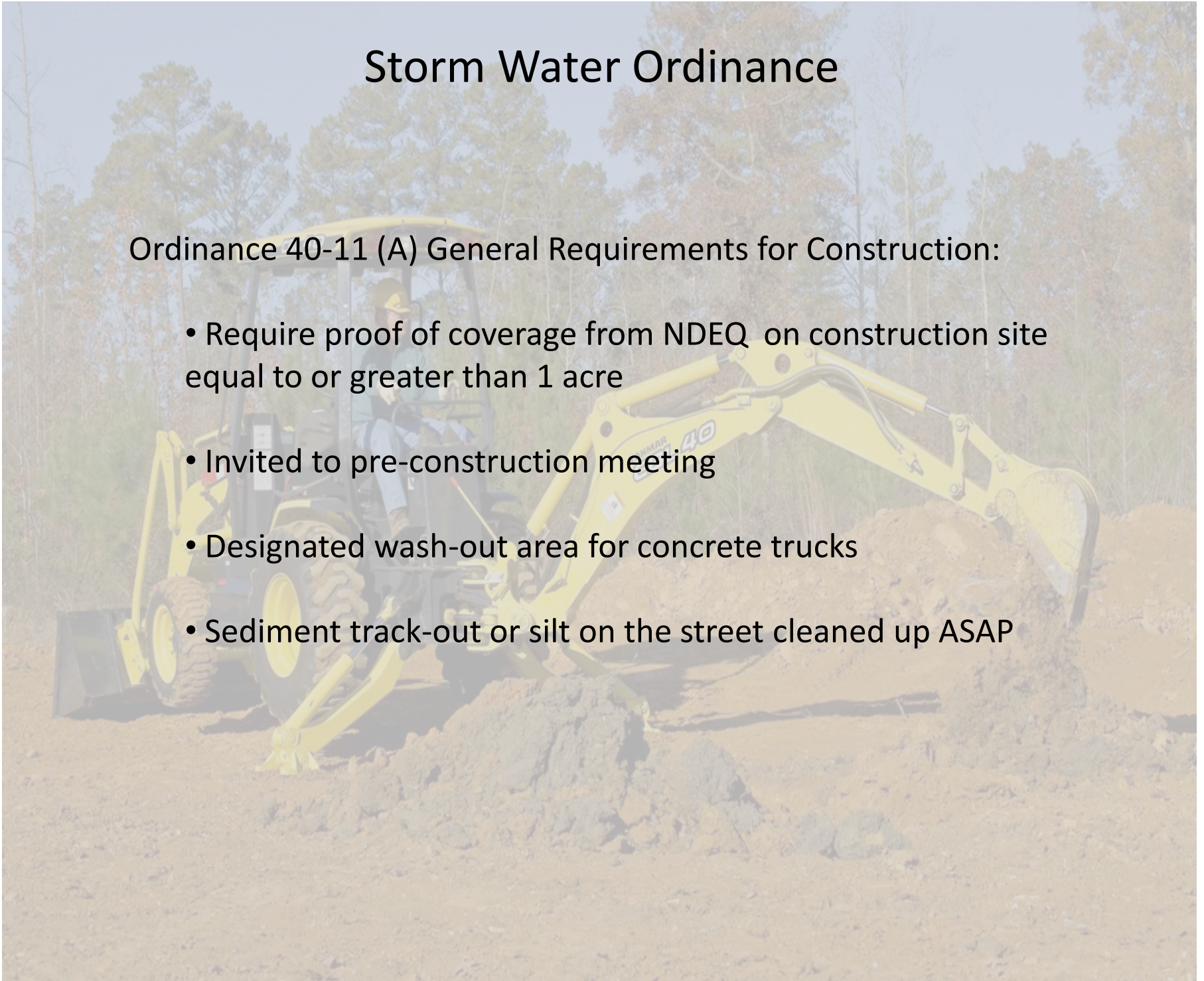
§40-24. CRIMINAL PROSECUTION

§40-25. REMEDIES NOT EXCLUSIVE

Storm Water Ordinance

Ordinance 40-11 (A) General Requirements for Construction:

- Require proof of coverage from NDEQ on construction site equal to or greater than 1 acre
- Invited to pre-construction meeting
- Designated wash-out area for concrete trucks
- Sediment track-out or silt on the street cleaned up ASAP



Storm Water Ordinance

- Ordinance 40-11 (B) Requirements for Building Phase of Development:

- The following information shall be included with the application for a building permit and submitted to Public Works Dept

- NDEQ permit number for the Larger Common Plan of Development

- The location

- Contractor acknowledgement that the construction will conform to this ordinance

- Contractor signature/Initials on individual lot SWPPP/NOI

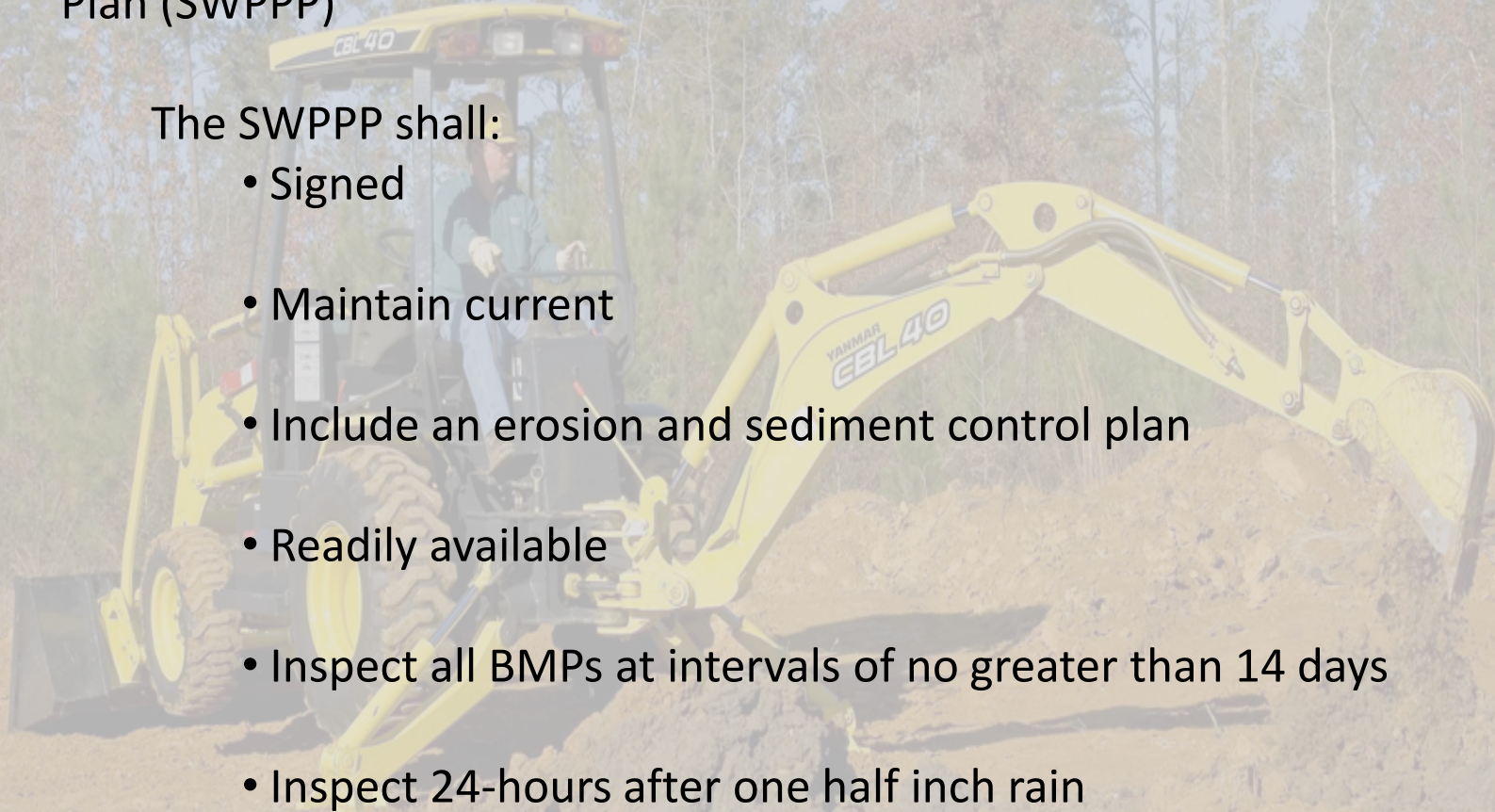
- Contractor signature on large lot or large development SWPPP

Storm Water Ordinance

- Ordinance 40-11 (C) Construction Stormwater Pollution Prevention Plan (SWPPP)

The SWPPP shall:

- Signed
- Maintain current
- Include an erosion and sediment control plan
- Readily available
- Inspect all BMPs at intervals of no greater than 14 days
- Inspect 24-hours after one half inch rain
- Modifications completed within 7 calendar days of notice
- Maintain records/Inspections with SWPPP



TITLE

PROJECT NO.	DATE
DRAWN BY	CHECKED BY
APPROVED BY	

LEGEND

- SHELL PLATING
- RIBS
- KEEL
- BULKHEADS
- DECK PLATING
- WATER TIGHT DIVISIONS
- NON-WATER TIGHT DIVISIONS
- REINFORCED CONCRETE
- STEEL
- WOOD
- GLASS FIBER REINFORCED PLASTIC
- ALUMINUM
- COPPER-NICKEL ALLOY
- BRASS
- STAINLESS STEEL
- OTHER METALS

SCALE

1" = 1'-0"

- Prepared using local standards and specifications
- Update as necessary
- Available upon request
- Include Erosion & Sediment Control

Storm Water Ordinance

- Ordinance 40-11 (D) Requirements for Utility Construction
 - Develop and implement BMPs
 - Repairs to disturbed BMPs completed within 48 hours



Construction Storm Water Management Track-out Photos



Construction Storm Water Management

Erosion Sediment Control



Storm Water Ordinance

Ordinance 40-12 (A) Post-Construction Requirement of Permanent BMPs:

- Must address storm water runoff quality through the use of BMPs
- Structural BMPs located on private property shall maintained by owner



Construction Storm Water Management Post-Construction Photos



Construction Storm Water Management

Post-Construction Photos Continued



Construction Storm Water Management Post-Construction Photos Continued



Construction Storm Water Management Post-Construction Photos Continued



RAIN BASIN 2010

Summary on Construction/Post-Construction Storm Water Management

Passing Ordinance Chapter 40 on Construction and Post-Construction meets the requirements set forth within the City of Grand Island's Storm Water Management Program and the National Pollutant Discharge Elimination System permit process.



A yellow backhoe loader is shown in a wooded area, digging a trench. The operator is visible in the cab. The machine has "CBL 40" written on its side. The word "QUESTIONS" is overlaid in large, bold, black capital letters across the center of the image.

QUESTIONS

CHAPTER 40

STORM WATER MANAGEMENT

ORDINANCE NO. 9277

§40-1. PURPOSE/INTENT.

The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of Grand Island, Nebraska through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. **In addition, to control land disturbances, or eliminate soil erosion and sedimentation within the City of Grand Island, Ne.** This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System permit process. The objectives of this ordinance are:

- (1) To regulate the contribution of pollutants to the municipal separate storm sewer system by discharges by any person.
- (2) To prohibit illicit connections and discharges to the municipal separate storm sewer system.
- (3) To prevent non-storm water discharges generated as a result of spills, inappropriate dumping, or disposal to the City of Grand Island separate storm drainage system.
- (4) To reduce pollutants in stormwater discharges from construction activity by guiding, regulating, and controlling the design, construction, use, and maintenance of any development or other activity that disturbs or breaks the topsoil or results in the movement of earth on land.
- (5) To require the construction of locally-approved, permanent stormwater runoff controls to protect water quality and maintain non-erosive hydrologic conditions downstream of construction activity and development.
- (6) To require responsibility for and long-term maintenance of structural stormwater control facilities and nonstructural stormwater management.
- (7) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance.

§40-2. DEFINITIONS.

For the purposes of this ordinance, the following shall mean:

Authorized Enforcement Agency: The City of Grand Island and its employees or third parties designated to enforce this ordinance.

Best Management Practices: Schedules of activities, prohibitions of practices, general good house keeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. Best Management Practices also include treatment practices, operating procedures, and practices to control site runoff, spillage, leaks, sludge disposal, water disposal, or drainage from raw materials storage.

Building Phase of Development: Period of construction activity when a portion(s) of a common plan of development or sale requires a building permit.

Clean Water Act: The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Common Plan of Development or Sale: A contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, on different schedules, but under one proposed plan which may include, but is not limited to, an announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, ect.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot.

Construction Activity: Activities subject to National Pollutant Discharge Elimination System Construction Permits. Such activities include, but are not limited to, clearing, grubbing, grading, excavating, demolition and other land disturbing actions.

Construction Site: Any location where construction activity occurs.

Contractor: Any person performing or managing construction work at a construction site, including, but not limited to, any construction manager, general contractor or subcontractor, and any person engaged in any one or more of the following: earthwork, pipework, paving, building, plumbing, mechanical, electrical, landscaping or material supply.

Clearing: Any activity that removes the vegetative surface cover.

Disturbed Area: Area of the land's surface disturbed by any work or activity upon the property by means including but not limited to grading, excavating, stockpiling soil, fill, or other materials, clearing, vegetation removal, removal or deposit of any rock, soil, or other materials, or other activities which expose soil. Disturbed area does not include the tillage of land that is zoned for agricultural use.

Drainage Plan: A schematic of the proposed area and how it connects to city's storm sewer system. Include proposed location, grade, direction of flow, elevations, drainage structures and drainage areas.

Earthwork: The disturbance of soil on a site associated with construction activities.

Erosion: The detachment and movement of soil or rock fragments by water, wind, ice or gravity.

Erosion Control: Measures that prevent soil erosion to the maximum extent practicable.

Erosion and Sediment Control Plan: A plan that indicates the specific measures and sequencing to be used for controlling sediment and erosion on a development site during construction activity according to locally approved standards, specification, and guidance.

Final Stabilization: When all soil disturbing activities at the site have been completed, and vegetative cover has been established with a uniform density of at least 70 percent of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed. For purposes of this Ordinance, establishment of a vegetative cover capable of providing erosion control equivalent to pre-existing conditions at the site is considered final stabilization.

Financial Security: A surety bond, performance bond, maintenance bond, irrevocable letter of credit, or similar guarantees provided to the City of Grand Island to assure that a construction Stormwater Pollution Prevention Plan is carried out in compliance with requirements of this Ordinance.

Hazardous Materials: Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illicit Discharge: Any direct or indirect non-storm water discharge to the storm drainage system unless exempted by this ordinance.

Illicit Connections:

(a) Any drain or conveyance, whether on the surface or subsurface, which allows any illicit discharge to enter the storm drainage system including, but not limited to, any conveyance which allows any non-storm water discharge including sewage, process wastewater, or wash water to enter the storm drainage system.

(b) Any connections to the storm drainage system from indoor drains and sinks regardless of whether said drain or connection has been previously allowed, permitted, or approved by an authorized enforcement agency.

(c) Any drain or conveyance connected from a commercial or industrial land use to the storm drainage system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

(d) An Illicit Connection does not include connections that have been formerly approved or connections that are allowed under section 40-8 of this code.

Industrial Activity: Activities subject to National Pollutant Discharge Elimination System Industrial Permits.

Municipal Separate Storm Sewer System: Publicly-owned facilities by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, catch basins, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage ditches/channels, reservoirs, and other drainage structures.

National Pollutant Discharge Elimination System Storm Water Discharge Permit: Means a permit issued by Environmental Protection Agency (or by the State of Nebraska under authority delegated to it) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

NDEQ: Nebraska Department of Environmental Quality.

N.O.I.: Notice of Intent.

N.O.T.: Notice of Termination.

Outfall: The point of discharge to any watercourse from a public or private stormwater drainage system.

Non-Storm Water Discharge: Any discharge to the storm drainage system that is not composed entirely of storm water.

Operator: The individual who has day-to-day supervision and control of activities occurring at the construction site. This can be the owner, the developer, the general contractor or the agent of one of these parties. It is anticipated that at different phases of a construction project, different types of parties will satisfy the definition of 'operator' and the pertinent portions of any applicable permit authorization from the State of Nebraska will be transferred as the roles change.

Owner: The person who owns a facility, development, part of a facility, or land.

Permittee: The applicant in whose name a valid permit is issued.

Person: Any individual, association, organization, partnership, firm, corporation or other entity recognized by law.

Phasing: Clearing a parcel of land in distinct phases, with the stabilization of each phase before the clearing of the next.

Pollutant: Anything which causes or contributes to pollution. Pollutants include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes; yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Post-Construction: The general time period referenced in perpetuity from the approval for final acceptance of the construction phase of any construction activity.

Premises: Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Receiving Water: Any water of the State of Nebraska, including any and all surface waters that are contained in or flow in or through the State of Nebraska, all watercourses, even if they are

usually dry, irrigation ditches that receive municipal stormwater, and storm sewer systems owned by other entities.

Sediment: Soil (or mud) that has been disturbed or eroded and transported naturally by water, wind or gravity, or mechanically by any person.

Sediment control: Measures that prevent eroded sediment from leaving the site.

Site: The land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

Site plan: A plan or set of plans showing the details of any land disturbance activity of a site including but not limited to the construction of structures, open and enclosed drainage facilities, stormwater management facilities, parking lots, driveways, curbs, pavements, sidewalks, bike paths, recreational facilities, ground covers, plantings and landscaping.

Spill: A release of solid or liquid material, which may cause pollution of the Municipal Separate Storm Sewer System or waters of the State.

Stabilization: The use of practices that prevent exposed soil from eroding.

Storm Drainage System: Publicly-owned facilities by which storm water is collected and/or conveyed, including, but not limited to; any roads with drainage systems; municipal streets; gutters; curbs; inlets; piped storm drains; pumping facilities; retention and detention basins; natural and human-made or altered drainage channels; reservoirs; and other drainage structures. The storm drainage system in Grand Island is a municipal separate storm sewer system as defined by applicable federal regulations.

Storm Water: Any surface flow, runoff, or drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Stormwater Pollution Prevention Plan: A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems, and/or receiving waters to the maximum extent practicable.

Subdivision Development: Includes activities associated with the platting of any parcel of land into two or more lots and all construction activity taking place thereon.

Utility Agency/Contractor: Private utility companies, public utility departments, or other utility providers, contractors working for such private utility companies, or public entity utility departments, or other utility providers engaged in the construction or maintenance of utility lines and services, including water, sanitary sewer, storm sewer, electric, gas, telephone, television and communication services.

Wastewater: Means any water or other liquid, other than uncontaminated storm water, discharged from any premises or facility. Wastewater includes sewage that is treated at the City's Waste Water Treatment Plant.

Waters of the State: Any and all surface and subsurface waters that are contained in or flow in or through the State of Nebraska. The definition includes all watercourses, even if they are usually dry.

§40-3. APPLICABILITY.

This ordinance shall apply to all water entering the storm drainage system generated on any developed and undeveloped lands unless explicitly exempted.

§40-4. RESPONSIBILITY FOR ADMINISTRATION.

The City of Grand Island shall administer, implement, and enforce the provisions of this ordinance. Any powers granted or duties imposed upon the City of Grand Island may be delegated by the Mayor or City Administrator to persons or entities acting in the beneficial interest of or in the employ of the City.

§40-5. SEVERABILITY.

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this ordinance.

§40-6. ULTIMATE RESPONSIBILITY.

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards. Compliance with this ordinance does not act as a waiver or defense to any person for contamination, pollution, or unauthorized discharge of pollutants. Ultimate responsibility for prohibited acts rests with persons who own or are in possession or control of premises from which the discharge of contaminants or pollutants emanates.

§40-7. ILLICIT DISCHARGE.

No person shall discharge or cause to be discharged into the municipal storm drainage system or watercourses any materials including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards. The commencement, conduct or continuance of any illicit discharge to the storm drainage system is prohibited except as allowed under section 4-8 of this code described.

§40-8. ALLOWED DISCHARGE.

- (a) The following discharges are exempt from discharge prohibitions established by this ordinance:

Water line flushing or other potable water sources; landscape irrigation or lawn watering; diverted stream flows; rising ground water; ground water infiltration to storm drains; uncontaminated pumped ground water; foundation or footing drains (not including active groundwater dewatering systems); crawl space pumps; air conditioning condensation; springs; non-commercial washing of vehicles; natural riparian habitat or wet-land flows; swimming pools (if dechlorinated - typically less than one PPM chlorine); fire fighting activities; and any other water source not containing Pollutants.

- (b) Discharges determined by the City to be necessary to protect public health and safety.
- (c) Dye testing if the City is notified in writing prior to the time of the test.

(d) Any non-storm water discharge permitted under an National Pollutant Discharge Elimination System permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drainage system.

§40-9. ILLICIT CONNECTION.

The construction, use, maintenance or continued existence of illicit connections to the storm drainage system are prohibited.

(a) This prohibition expressly includes, without limitation, illicit connections made in the past regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(b) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage or pollutants to the Municipal Separate Storm Sewer System or allows such a connection to continue.

§40-10. SUSPENSION OF STORM DRAINAGE SYSTEM ACCESS.

Suspension due to Illicit Discharges in Emergency Situations

The City of Grand Island may, without prior notice, suspend storm drainage system discharge access to a person when the City deems it necessary to prevent an actual or threatened discharge which presents or may present imminent and substantial danger to: the environment; to the health or welfare of persons or to the storm drainage system; or to waters of the United States of America. If the person fails to comply with a suspension order issued in an emergency, the City of Grand Island may take such steps as deemed necessary to prevent or minimize damage to persons, the storm drainage system, waters of the United States of America.

Suspension due to the Detection of Illicit Discharge

Any person discharging to the storm drainage system in violation of this ordinance may have their storm drainage system access terminated if such termination would abate or reduce an illicit discharge. The City will notify a person of the proposed termination of storm drainage system access by personal delivery or by United States Mail. The person may request a hearing before the City Director of Public Works by delivering such request in writing to the City Clerk. The person is not entitled to a stay of the termination pending any such hearing.

A person commits an offense if the person accesses or attempts to access the storm drainage system from premises terminated pursuant to this Section, without the prior approval of the City.

§40-11. CONSTRUCTION.

(A) GENERAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES.

(1) Except for construction activity relating to the Building Phase of Development, the City of Grand Island shall require proof of coverage by a NDEQ general permit authorization for Storm Water Discharges from Construction Sites before providing approval for construction

activity and land developments requiring –including but not limited to –site plan applications, subdivision applications, building applications, and right-of-way applications from the City of Grand Island, unless exempt pursuant to Subsection (a) below. These provisions apply to all portions of any plan for land disturbing activity which would cause the disturbance of at least one acre of soil even though multiple, separate and distinct land development activities within the overall development may take place at different times on different schedules.

(a) The following activities are exempt from this Ordinance:

- (i) Any emergency activity that is necessary for the immediate protection of life, property, or natural resources; and
- (ii) Construction activity that provides maintenance and repairs performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

(2) The city shall be invited to the pre-construction meeting to review the installation of all temporary erosion and sediment control BMPs included on the approved erosion and sediment control plan at least two (2) business days before any construction activities are scheduled to start.

(3) Solid waste, industrial waste, yard waste and any other pollutants or waste on any construction site shall be controlled through the use of BMPs. Waste or recycling containers shall be provided and maintained by the owner or contractor on construction sites where there is the potential for release of waste. Uncontained waste that may blow, wash or otherwise be released from the site is prohibited. Sanitary waste facilities shall be provided and maintained in a secured manner.

(4) Ready-mixed concrete, or any materials resulting from the cleaning of vehicles or equipment containing such materials or used in transporting or applying ready-mixed concrete, shall not be allowed to discharge from any construction site. Concrete wasted on site must be disposed in a manner consistent with locally approved standards and generally require establishment of a designated wash-out area.

(5) Cover or perimeter control shall be applied within 14 days to any soil stockpiles, which will remain undisturbed for longer than 30 calendar days.

(6) Disturbed soil shall be managed with BMPs that are adequately designed, installed, and maintained according to locally-approved technical standards, specifications and guidance for the duration of the construction activity to minimize erosion and contain sediment within the construction limits.

(7) Sediment tracked or discharged onto public right-of-way shall be removed immediately.

(8) Bulk storage structures for petroleum products and other chemicals shall have adequate protection to contain all spills and prevent any spilled material from entering the MS4 or waters of the State.

(9) Temporary BMPs shall be removed and disturbed areas shall be stabilized with permanent BMPs at the conclusion of construction activity.

(B) REQUIREMENTS FOR THE BUILDING PHASE OF DEVELOPMENT.

(1) Any person who engages in construction activity is responsible for compliance with this Ordinance and all applicable terms and conditions of the approved construction activity and SWPPP as it relates to the building phase of development. The following information shall be included with the application for a building permit and be submitted to the Public Works Department:

(2) Either the legal description and NPDES permit number for the Larger Common Plan of Development; OR

(3) The location of the property where the building phase of development is to occur; AND

(4) Contractor acknowledgement that the building phase of development for the property described on the application for a building permit will be conducted in conformance with Chapter 40 of the Municipal Code and the Construction Activity SWPPP.

(C) CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN.

(1) A SWPPP shall be prepared and updated in accordance with locally-approved technical standards, specification, and guidance for construction activity within the City of Grand Island and shall include an erosion and sediment control plan for land disturbance.

(2) The SWPPP shall include a description of all potential pollution sources, temporary and permanent BMPs that will be implemented at the site as approved by the City of Grand Island.

(3) The erosion and sediment control plan shall be submitted to the City of Grand Island for review with any application covered in 40-11 (a) (1) of this Ordinance.

(4) Land disturbing activities may not proceed until approval of the erosion and sediment control plan is provided by the City of Grand Island.

(5) The owner or operator is required to have a copy of the SWPPP readily available or on site for review with content that reflects the current condition of the construction activity and all records that demonstrate compliance and are required by this Ordinance.

(6) The SWPPP shall include a description of routine site inspections.

(a) The owner or their representative shall inspect all BMPs at intervals of no greater than 14 calendar days and within 24-hours after any precipitation event of at least one half inch.

(b) Inspections of BMPs shall be conducted by an individual knowledgeable in the principles and practice of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact stormwater quality and to assess the effectiveness of any erosion and sediment control measures selected to control the quality of stormwater discharges from the construction activity.

(c) Inspection reports shall provide the name and qualification of the inspector, date of the evaluation, risks to stormwater quality identified, and all corrective actions necessary to prevent stormwater pollution.

(d) The owner or operator of a construction activity may be requested to submit copies of inspection reports for review on a periodic basis by the City of Grand Island.

(7) Based on inspections performed by the owner, operator, authorized City of Grand Island personnel, State or Federal regulators, modifications to the SWPPP will be necessary if at any time the specified BMPs do not meet the objectives of this Ordinance. In this case, the owner shall meet with an appointed official of the City of Grand Island to determine the appropriate modifications. All required modifications shall be completed within seven (7) calendar days of receiving notice of inspection findings, and shall be recorded in the SWPPP.

(8) The owner or operator of a construction site shall be responsible for amending the SWPPP whenever there is a significant change in design, construction, operation, or maintenance, which has a significant effect on the potential for discharge of pollutants to the MS4 or receiving waters, or if the SWPPP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with land disturbance.

(9) Records of inspection are to be maintained with the SWPPP for the life of the project. Inspection records are to be available to City of Grand Island inspectors upon request. Delay in providing a copy of the SWPPP or any requested records shall constitute a violation of this Ordinance.

(d) REQUIREMENTS FOR UTILITY CONSTRUCTION.

(1) Utility agencies or their representatives shall develop and implement BMPs to prevent the discharge of pollutants on any site of utility construction within the City of Grand Island. The City of Grand Island may require additional BMPs on utility construction activity. If the utility construction disturbs greater than one (1) acre, the utility agency must comply with the requirements of Section 40-11 (a) & (b) of this Ordinance.

(2) Utility agencies or their representative shall implement BMPs to prevent the release of sediment from utility construction sites. Disturbed areas shall be minimized, disturbed soil shall be managed and construction site exits shall be managed to prevent sediment tracking. Sediment tracked onto public right-of-way shall be removed immediately.

(3) Prior to entering a construction site or subdivision development, utility agencies or their representatives shall obtain and comply with any approved erosion and sediment control plans for the project. Any impact to construction and post-construction BMP's resulting from utility construction shall be evaluated prior to disturbance by the developer and utility company. Repairs to the disturbed BMPs must be completed within forty eight (48) hours, by individuals agreed upon during the design phase or at a preconstruction meeting.

§40-12. POST-CONSTRUCTION.

(A) POST-CONSTRUCTION REQUIREMENT OF PERMANENT BMPs.

(1) Land development that meets the requirements of Section 40-11 (a) (1) must address stormwater runoff quality through the use of permanent BMPs. Permanent BMPs shall be provided for in the drainage plan for any subdivision plat, annexation plat, development agreement, subdivision agreement or other local development plan.

(2) Structural BMPs located on private property shall be owned and operated by the owner(s) of the property on which the BMP is located; unless the City of Grand Island agrees in writing that a person or entity other than the owner shall own or operate such BMP. As a condition of approval of the BMP, the owner shall also agree to maintain the BMP in perpetuity to its design capacity unless or until the City of Grand Island shall relieve the property owner of that responsibility in writing. The obligation to maintain the BMP shall be memorialized on the subdivision plat, annexation plat, development agreement, subdivision agreement or other form acceptable to the City of Grand Island and shall be recorded with the City of Grand Island Public Works Department.

(B) COMPLETION OF PERMANENT BMP'S.

Upon completion of a project, the City of Grand Island shall be provided a written certification stating that the completed project is in compliance with the approved Final Drainage Plan. All applicants are required to submit "as built" plans for any permanent BMPs once final construction is completed and must be signed by a professional engineer licensed in the State of Nebraska.

(C) ONGOING INSPECTION AND MAINTENANCE OF PERMANENT BMPS.

(1) The owner of site must, unless an on-site stormwater management facility or practice is dedicated to and accepted by the City of Grand Island, execute an inspection and maintenance agreement, that shall be binding on all subsequent owners of the permanent BMPs.

(2) Permanent BMPs included in a Drainage Plan which is subject to an inspection and maintenance agreement must undergo ongoing inspections to document maintenance and repair needs and to ensure compliance with the requirements of the agreement, the plan and this Ordinance.

§40-13. TECHNICAL STANDARDS, SPECIFICATIONS, AND GUIDANCE.

All BMPs designed to meet the requirements of this Ordinance shall reference the appropriate technical standards, specifications and guidance as follows:

(1) City of Grand Island Standards and Specifications for Construction.

(2) Nebraska Department of Roads Drainage Design and Erosion Control Standards, Specifications and Guidance.

(3) Any other alternative methodology approved by the City of Grand Island, which is demonstrated to be effective.

§40-14. MONITORING OF DISCHARGES.

(a) Applicability.

This section applies to all premises that have storm water discharges associated with industrial activity, including construction activity.

(b) Access to premises.

(1) The City of Grand Island's designees shall be permitted to enter and inspect premises and facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the City.

(2) The City's designees shall be given access to all parts of the premises for the purposes of: inspection; sampling; examination and copying of records that must be kept under the conditions of the National Pollutant Discharge Elimination System permit to discharge storm water; and the performance of any additional duties as defined by state and federal law.

(3) The City may place upon the premises such devices as deemed necessary to conduct monitoring and/or sampling of discharges from the premises.

(4) The City of Grand Island may require a person to install monitoring equipment as necessary. Sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition at no expense to the City. All devices used to measure storm water flow and quality shall be calibrated to ensure accuracy.

(5) Any obstruction to safe and easy access to the premises to be inspected and/or sampled shall be promptly removed at the request of the City and shall not be replaced. The costs of clearing such access shall not be paid by the City.

(6) Unreasonable delays in allowing Grand Island City designees access to premises is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility or premises with a National Pollutant Discharge Elimination System permit to discharge storm water associated with industrial activity commits an offense if the person denies the City reasonable access for the purpose of conducting any activity authorized or required by this ordinance.

(7) If a City of Grand Island designee has been refused access to any part of the premises from which storm water is discharged, the City of Grand Island may seek issuance of a search warrant from any court of competent jurisdiction.

§40-15. BEST MANAGEMENT PRACTICES.

The City of Grand Island may adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drainage system, or waters of the United States of America. The owner or operator of a commercial or industrial establishment shall provide, at the owner or operator's expense, reasonable protection from discharge of prohibited materials or other wastes into the municipal storm drainage system or watercourses through the use of these structural and non-structural Best Management Practices. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural Best Management Practices to prevent the further discharge of pollutants to the municipal separate storm sewer system. These Best Management Practices shall be part of a storm water pollution prevention plan as necessary for compliance with requirements of any National Pollutant Discharge Elimination System permit.

§40-16. WATERCOURSE PROTECTION.

Every person owning property through which a watercourse passes, and such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

§40-17. NOTIFICATION OF DISCHARGES AND SPILLS.

Notwithstanding other requirements of law, as soon as any person responsible for a facility, premises, or operation, has information of any known or suspected release of materials which result or may result in illegal discharges or pollutants discharging into storm water, the storm drainage system, or waters of the United States of America, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such release of hazardous materials, said person shall immediately notify emergency response agencies and the City of Grand Island of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the City of Grand Island in person or by phone or facsimile no later than the next business day. Notifications in person, by phone, or by facsimile shall be confirmed by written notice addressed and mailed to the City of Grand Island within three business days of the prior notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

§40-18. NOTICE OF VIOLATION.

Whenever the City of Grand Island finds that a person has violated or failed to meet a requirement of this Ordinance, the City's designee may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (a) The performance of monitoring, analyses, and reporting;
- (b) The elimination of illicit connections or discharges;
- (c) That violating discharges, practices, or operations shall cease and desist;
- (d) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
- (e) Payment of costs to cover administrative and remediation expenses;
- (f) The implementation of source control, treatment, and prevention practices. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator and may be assessed against the real estate or collected by civil action.

§40-19. APPEAL OF NOTICE OF VIOLATION.

Any person receiving a notice of violation may appeal the determination. The notice of appeal must be received within 10 days from the date of the notice of violation. Hearing on the

appeal before the Director of Public Works or his/her designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the Director shall be final.

§40-20. ENFORCEMENT MEASURES.

If the violation has not been corrected as set forth in the notice of violation, or, in the event of an appeal, within 25 days of the original deadline if the Director upholds the notice of violation, then representatives of the City of Grand Island may enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City's designees or agents to enter upon the premises for the purposes set forth above.

§40-21. COST OF ABATEMENT OF THE VIOLATION.

After abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. If the amount due is not paid within 30 days, the City of Grand Island may sue to recover the costs through a civil action or levy and assess the costs against the real estate in the manner of special assessments.

§40-22. INJUNCTIVE RELIEF.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this ordinance, the City of Grand Island may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation. Injunctive relief shall be in addition to any other remedy available under this ordinance or any other federal or state law.

§40-23. VIOLATIONS DEEMED A PUBLIC NUISANCE.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be abated or restored at the violator's expense, in the same manner as other nuisances under the Grand Island Municipal Code.

§40-24. CRIMINAL PROSECUTION.

Any person violating any provision of this ordinance shall, upon conviction, be guilty of an infraction. Each day shall constitute a separate offense and be punishable by a fine of \$100.00. Criminal fines shall be in addition to any civil remedies available under Grand Island Municipal Code.

§40-25. REMEDIES NOT EXCLUSIVE.

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

PASSED AND APPROVED this 26th day of October, 2010.

ATTEST:

City Clerk

Mayor

(SEAL)

Approved as a form: _____
City Attorney



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G1

Approving Minutes of October 12, 2010 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

October 12, 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 October 12, 2010. Notice of the meeting was given in *The Grand Island Independent* on October 6, 2010.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Meyer, Niemann, Gilbert, Carney, Dugan, Nickerson, Zapata and Gericke. Councilmember's Haase and Ramsey were absent. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, Finance Director Mary Lou Brown, Assistant City Attorney Jason Eley, 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 Dan Carlson and Reyna Raymundo and Board member Craig Garrett. Mayor Hornady encouraged voters to approve Ballot Amendment No. 1 in the November election regarding funding for Economic Development.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of "Savvy Awards". Mayor Hornady and the City Council recognized Paige Liess, Brad Foster, and Jeremy Watson for receiving two national Savvy Awards by the City-County Communications and Marketing Association (3CMA). First place in the category of Special Events-One Time Event was for the "Leave-a Mark, Adopt-a-Park" event sponsored by the County Youth Council in partnership with the Parks Department. Second place in the category of TV Promotional Video was for the Police Recruitment Video, entitled "A Dedication to Serve".

Mayor Hornady recognized Public Information Officer Wendy Meyer-Jerke for being voted in by the 3CMA membership to become a member of the 3CMA National Board of Directors.

Mayor Hornady introduced Assistant City Attorney Jason Eley filling in for City Attorney Dale Shotkoski.

PUBLIC HEARINGS:

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. Craig Lewis, Building Department Director reported that Olsson Associates on behalf of Helen Foreman had submitted an application for a conditional use permit for a Soil Vapor Extraction and Air Sparge Remediation trailer located near 1515 West 2nd Street. Staff recommended approval with the following condition: 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. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 2923 and 2915 West Louise Street (Rhoads Enterprises, Inc.). Gary Mader, Utilities Director reported that a utility easement was needed at 2923 and 2915 West Louise Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to locate a transformer and underground cable to two four unit apartments at these addresses. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 3321 Island Circle and 702 South Webb Road (GMD, LLC & Lacy Construction Company). Gary Mader, Utilities Director reported that a utility easement was needed along the south side of property located at 3321 Island Circle and 702 South Webb Road in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to locate primary electrical cable and new transformer. Also to allow the Utilities Department to create a loop through the property so each transformer would have the ability to be fed from two directions. Staff recommended approval. No public testimony was heard.

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). Steve Riehle, Public Works Director reported that 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 was approved by Council on April 6, 1992 through an Inter-Local Agreement with Hall County upon completion of improvements and construction of South Locust Street. The 4-lane roadway on South Locust Street had been completed and the Hall County Board approved the transfer of real estate to the City at their September 28, 2010 meeting. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

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

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

Motion by Meyer, second by Gilbert to approve Ordinance #9278 on second and final reading.

City Clerk: Ordinance #9278 on second and final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9278 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-1 and G-16 were removed for further discussion. Motion by Zapata, second by Nickerson to approve the Consent Agenda excluding items G-1 and G-16. Upon roll call vote, all voted aye. Motion adopted.

#2010-270 – Approving City Council Meeting Schedule for 2011.

#2010-271 – Approving Agreement for Funding with the Central Nebraska Ethnic Festival in an Amount of Approximately \$300.00.

#2010-272 – Approving Agreement for Funding with the Crisis Center, Inc. in an Amount of \$7,680.00.

#2010-273 – Approving Agreement for Funding with the Grand Island Area Council for International Visitors in an Amount of \$640.00.

#2010-274 – Approving Agreement for Funding with the Grand Island Hall County Convention & Visitors Bureau in an Amount of \$6,400.00.

#2010-275 – Approving Agreement for Funding with Izaak Walton Kids Fishing Derby in an Amount of \$1,280.00.

#2010-276 – Approving Agreement for Funding with Hope Harbor in an Amount of \$2,880.00.

#2010-277 – Approving Agreement for Funding with the Grand Island Multicultural Coalition in an Amount of \$6,400.00.

#2010-278 – Approving Agreement for Funding with Senior Citizens Industries, Inc. in an Amount of \$9,600.00.

#2010-279 – Approving Agreement for Funding with the Clean Community System in an Amount of \$20,000.00.

#2010-280 – Approving Memorandum of Understanding with the Coalition for Children and Court Appointed Special Advocates for Nebraska Foster Youth Council Project.

#2010-281 – Approving Acquisition of Utility Easement Located at 2923 and 2915 West Louise Street (Rhoads Enterprises, Inc.).

#2010-282 – Approving Acquisition of Utility Easement Located at 3321 Island Circle and 702 South Webb Road (GMD, LLC & Lacy Construction).

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

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

#2010-286 – Approving Bid Award for Downtown Lawn/Landscape Maintenance and Sidewalk Snow Removal Adjacent to Parking Lots with Rick’s Lawn Care Company of Grand Island, Nebraska in an Amount of: Mowing - \$35.00 each; Maintenance - \$2,840.00 yearly lump sum; Snow Removal - \$125.00 per hour; and Snow Shovel - \$15.00 per hour/per shovel.

#2010-287 – Approving Bid Award for One (1) 2011 Dozer with NMC, Inc. of Doniphan, Nebraska in an Amount of \$668,899.00.

#2010-288 – Approving Amendment #1 to Agreement for Landfill Re-Permitting with Aquaterra Environmental Solutions, Inc. of Omaha, Nebraska for an Increase of \$15,879.00 and a Revised Agreement Amount of \$59,484.00.

#2010-289 – Approving Contract for Modification of Concrete Work at the Veterans Athletic Field Complex with Diamond Engineering Co. of Grand Island, Nebraska for an Increase of \$58,32.00 and a Revised Contract Amount of \$422,984.80.

#2010-290 – Approving Assignment of Investment Advisory Contract with McCarthy Group Advisors, L.L.C. to Westwood Holdings Group, Inc.

#2010-291 – Approving Extension of the Escrow Agreement for the Fieldhouse at Fonner Park with Wells Fargo Bank to June 30, 2011.

Approving Minutes of September 28, 2010 City Council Regular Meeting. Councilmember Gericke questioned where item G-4 in the minutes was. City Clerk RaNae Edwards explained this item was the last one on the Consent Agenda.

Motion by Gilbert, second by Gericke to approve the Minutes of September 28, 2010 City Council Regular Meeting. Upon roll call vote, all voted aye.

#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).

Motion by Gericke, second by Dugan to approve Resolution #2010-284.

Public Works Director Steve Riehle mentioned the future annexation of this property. Also mentioned was the background and contents of the 1992 Interlocal Agreement with Hall County approving the transfer of this property. Questioned was if this Council could be bound by something that was approved in 1992. Assistant City Attorney Jason Eley stated the Council was not bound by another Council’s decision, but the City would be bound to this agreement. Explained was this agreement was not only with Hall County, but the State of Nebraska Department of Roads.

Motion by Gilbert, second Meyer to postpone a decision on Resolution #2010-284 until the October 26, 2010 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

REQUEST S AND REFERRALS:

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 related to the aforementioned Public Hearing. Discussion was held concerning other trailers like this and the time limit of the permit. Building Department Director Craig Lewis stated this trailer was being moved from another location and the permit would be for 2 years.

Motion by Meyer, second by Carney to approve the 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 with the following condition: 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. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of September 29, 2010 through October 12, 2010, for a total amount of \$3,010,393.75. Unanimously approved.

Motion by Dugan, second by Nickerson to approve the Claims for the Period of September 29, 2010 through October 12, 2010 for the Veterans Athletic Field Complex for a total amount of \$37,794.87. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:40 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G2

Approving Re-Appointment of Scott Ericksen to the Regional Planning Commission

The Mayor has submitted the Re-appointment of Scott Ericksen to the Regional Planning Commission. This appointment would become effective November 1, 2010 upon approval by the City Council and would expire on October 31, 2013.

Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G3

**Approving Request from John Foss, 1425 West 112th Street,
Kearney, Nebraska for Liquor Manager Designation for Whiskey
Creek Wood Fire Grill, 1016 Diers Avenue**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 26, 2010

Subject: Request from John Foss, 1425 West 112th Street, Kearney, Nebraska for Liquor Manager Designation for Whiskey Creek Wood Fire Grill, 1016 Diers Avenue

Item #'s: G-3

Presenter(s): RaNae Edwards, City Clerk

Background

John Foss, 1425 West 112th Street, Kearney, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "IK-39333" Liquor License for Whiskey Creek Wood Fire Grill, 1016 Diers Avenue.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

Alternatives

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

1. Approve the request.
2. Forward the request with no recommendation.
3. Take no action on the request.

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

Sample Motion

Move to approve the request from John Foss, 1425 West 112th Street, Kearney, Nebraska for Liquor Manager Designation in conjunction with the Class “IK-39333” Liquor License for Whiskey Creek Wood Fire Grill, 1016 Diers Avenue with the stipulation that Mr. Foss complete a state approved alcohol server/seller training program.

10/20/10
13:18

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 13:43:04 10/15/2010
Occurred before : 13:43:04 10/15/2010
When reported : 13:43:04 10/15/2010
Date disposition declared : 10/15/2010
Incident number : L10102000
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 1016 Diers Ave N
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 6374
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
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LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	Restaurant	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor Manager Application from John Foss for Whiskey Creek.

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date	
10/20/10		Grand Island Police Department	450
13:18		LAW INCIDENT TABLE	Page: 2

1 Vitera D 10:37:02 10/20/2010

318

Grand Island Police Department
Supplemental Report

Date, Time: Wed Oct 20 10:37:20 CDT 2010
Reporting Officer: Vitera
Unit #: CID

In looking at this application, John Foss stated that he has lived in Kearney, Nebraska since 1987. It looks like he may have worked at the Whiskey Creek in Grand Island periodically between 2005 and 2008. There is no record of him in Spillman. He disclosed a DUI conviction on his application. I checked NCJIS and didn't find any other convictions.

From purely a law enforcement records check perspective, a person who has lived in the State of Nebraska for 23 years and only has one conviction would seem to be a good candidate for a liquor manager. The GIPD has no objection to John Foss being the liquor manager at Whiskey Creek.



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G4

#2010-292 - Approving 2010 Economic Development - Community Development Block Grant Project for Infrastructure

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

Staff Contact: Joni Kuzma

RESOLUTION 2010-292

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grant (CDBG) funds through the Nebraska Department of Economic Development; and

WHEREAS, the Nebraska Department of Economic Development is offering a CDBG Economic Development Grant for activities that meet the CDBG national objective of benefiting low-to-moderate income persons; and

WHEREAS, the City will apply for and administer a \$935,000 Economic Development Grant (\$925,000 project cost/\$10,000 general administration) for water and sanitary sewer installation at Platte Valley Industrial Park East; and

WHEREAS, the Grand Island Area Economic Development Corporation and the City of Grand Island have committed matching funds of \$1,275,000 for a projected project cost of \$2,200,000; and

WHEREAS, the Nebraska Department of Economic Development presently requires a public hearing to accept comments and inform the public on the status of the proposed project and grant application; and

WHEREAS, the public hearing on October 26, 2010, offers the public opportunity to make such comments to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for an Economic Development grant from the Nebraska Department of Economic Development for infrastructure development at the Platte Valley Industrial Park and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
October 22, 2010	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G5

#2010-293 - Approving 2010 Tourism Development - Community Development Block Grant Project

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

Staff Contact: Joni Kuzma

RESOLUTION 2010-293

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grant (CDBG) funds through the Nebraska Department of Economic Development; and

WHEREAS, the Nebraska Department of Economic Development is offering a CDBG Tourism Development Grant for activities that meet the CDBG national objective of benefiting low-to-moderate income persons; and

WHEREAS, the City will apply for and administer a \$110,000 Tourism Development Grant (\$100,000 project cost/\$10,000 general administration) for Facade and Lobby renovations at the Grand Theatre; and

WHEREAS, the Grand Theatre has committed matching funds of \$250,000 for a projected project cost of \$350,000; and

WHEREAS, the Nebraska Department of Economic Development presently requires a public hearing to accept comments and inform the public on the status of the proposed project and grant application; and

WHEREAS, the public hearing on October 26, 2010, offers the public opportunity to make such comments to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for a Tourism Development Grant from the Nebraska Department of Economic Development for renovations at the Grand Theatre and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 22, 2010	☐ City Attorney



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G6

**#2010-294 - Approving Community Oriented Policing (COPS)
Hiring Grant**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: October 26, 2010

Subject: Acceptance of COPS Hiring Grant

Item #'s: G-6

Presenter(s): Steven Lamken, Police Chief

Background

The City of Grand Island has been awarded a U. S. Department of Justice, Office of Community Oriented Policing Services, COPS Hiring Grant for a total of \$598,284.00. This grant will pay the salaries and most benefits of three entry level Police Officer positions for the Police Department for three years. The City is obligated to continue funding the three Police Officer positions for a minimum of one year after the grant expires.

Discussion

The City of Grand Island has been awarded a Federal Office of Community Oriented Policing Services COPS Hiring Grant for a total of \$598,284.00. This grant will pay the salaries and most of the benefits of three entry level Police Officer positions of the Police Department for three years. The Council was made aware of the grant application in the spring of 2010 and the grant funded positions were discussed by the Council during the 2010/2011 budget process. The three officer positions were included in the 2010/2011 City Budget in anticipation of receiving the grant.

The three grant funded positions will bring the Police Department's strength to 60 Police Officers and a total sworn strength of 77 officers including supervisors and command staff. 77 sworn positions is the number the City Council desired to maintain in the budget deliberations and the number incorporated into the 2010/2011 City Budget in anticipation of receiving this grant. The City is obligated to continue funding the three Police Officer positions for a minimum of one year after the grant expires.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the acceptance of the U.S. Department of Justice COPS Hiring Program grant of \$598,284.00 for salary and benefits to hire three Police Officers over a three year period.

Sample Motion

Move to approve the acceptance of the U.S. Department of Justice COPS Hiring Program grant of \$598,284.00 for salary and benefits to hire three Police Officers over a three year period.



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division
COPS Hiring Program

Treasury Account Symbol (TAS) 15X0406

Grant #: 2010UMWX0192

ORI #: NB04001

Applicant Organization's Legal Name: Grand Island, City of

OJP Vendor #: 476006205

DUNS#: 040919607

Law Enforcement Executive: Chief of Police Steve Lamken

Address: 111 Public Safety Drive

City, State, Zip Code: Grand Island, NE 68801

Telephone: (308) 385-3400

Fax: (308) 385-3398

Government Executive: Mayor Margaret Hornady

Address: 100 East First Street

City, State, Zip Code: Grand Island, NE 68801

Telephone: (308) 385-5441

Fax: (308) 385-5486

Award Start Date: 9/1/2010

Award End Date: 8/31/2013

Full Time Officers Funded: 3

New Hires: 3

Rehires - Pre-Application Layoffs: 0

Rehires - Post-Application Layoffs: 0

Award Amount: \$ 598,284.00

Bernard Melekian
Director

SEP 16 2010

Date

By signing this award, the signatory officials are agreeing to abide by the 16 Conditions of Grant Award found on the reverse side of this document and the attached page:

Chief of Police

Steven Lamken

Signature of Law Enforcement Official with the
Authority to Accept this Grant Award

Typed Name and Title of Law Enforcement
Official

Date

10/12/10

Mayor

Margaret Hornady

Signature of Government Official with the Authority to
Accept this Grant Award

Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID:
98131

U. S. Department of Justice
Office of Community Oriented Policing Services
2010 COPS Hiring Program Grant Terms and Conditions

By signing the Award Document to accept this COPS Hiring Program (CHP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. **Grant Owner's Manual.** The grantee agrees to comply with the terms and conditions in the COPS Hiring Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A 122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A 133 (governing audits); applicable representations made in the original CHP grant applications; and/or the CHP application update and all other applicable program requirements, laws, orders, regulations, or circulars.
2. **Assurances and Certifications.** The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its CHP application.
3. **Allowable Costs.** The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) for career law enforcement officer positions hired and/or rehired on or after the official grant award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP grant funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- a. Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget due to state, local, or tribal budget cuts;
- b. Rehiring officers who had already been laid off at the time of application as a result of state, local, or tribal budget cuts; and/or
- c. Rehiring officers who were, at the time of application, scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts. If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request a post-award grant modification to receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum, included in your award package, specifies the amount of COPS Hiring Program funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS. You should carefully review your Final Funding Memorandum (FFM), which is also included in your award package. The FFM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FFM, up to the amounts specified in the Financial Clearance Memorandum. **Your agency may not use CHP funds for any costs that are not identified as allowable in the Final Funding Memorandum and Financial Clearance Memorandum.**

Only actual allowable costs incurred during the grant award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the grant (for example, your grant application overestimated the total entry level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the grant beyond 36 months. Any funds remaining after an agency has drawn down for the costs of salaries and fringe benefits incurred during the 36-month funding period for each awarded position will be deobligated during the closeout process, and should not be spent by your agency.

4. **Supplementing, Not Supplanting.** State, local, or tribal funds budgeted to pay for sworn officer positions irrespective of the receipt of CHP grant funds may not be reallocated to other purposes or refunded as a result of a CHP grant being awarded. Non-federal funds must remain available for and devoted to that purpose, with CHP funds supplementing those non-federal funds. Funding awarded cannot be obligated until after the grant award start date. This means that CHP funds cannot be applied to any agency cost prior to the award start date. In addition, your agency must take active and timely steps pursuant to its standard procedures to fully fund law enforcement costs already budgeted as well as fill all locally funded vacancies resulting from attrition during the life of the grant.

5. **Retention.** At the time of grant application, your agency committed to retaining all sworn officer positions awarded under the CHP grant with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition.

6. **Extensions.** Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award. Any extension requests received after an award has expired will be approved only under very limited circumstances.

RESOLUTION 2010-294

WHEREAS, The City Of Grand Island has been awarded a U.S. Department of Justice, Community Oriented Policing Services, COPS Hiring Program grant for \$598,284.00 which will pay the salaries and benefits of three entry level Police Officer positions for three years, and

WHEREAS, the City Council desires the authorized strength of the Police Department at sixty full time Police Officer positions, and

WHEREAS, The 2010/2011 City budget approved by the City Council identified three of the sixty full time Police Officer positions as being funded by a COPS Hiring Program grant in anticipation of receiving the grant.

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 the U.S. Department of Justice, Community Oriented Policing Services, COPS Hiring Program grant for \$598,284.00 for the hiring of three full time Police Officers.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G7

**#2010-295 - Approving Change Order Number 1 for Sanitary
Sewer Manhole Rehabilitation Project 2010 – MH REHAB - 1 for
the Wastewater Treatment Plant**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 26, 2010

Subject: Approving Change Order Number 1 for Sanitary Sewer Manhole Rehabilitation Project 2010 – MH REHAB - 1 for the Wastewater Treatment Plant

Item #'s: G-7

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

Background

On August 10, 2010 the City Council approved Resolution #2010-216 awarding a \$186,868.25 contract for Sanitary Sewer Manhole Rehabilitation Project 2010-MH Rehab-1 to Midlands Contracting, Inc. of Kearney, Nebraska.

The manhole rehabilitation project is repairing the concrete manholes on the north sanitary sewer interceptor. The rehabilitation project for the interceptor is along Capital Avenue from near the Capital Trailer Court by Illinois Avenue to Geddes Street, along Geddes Street from Capital Avenue to 7th Street, and along 7th Street from Geddes Street to near Sky Park Road. The north interceptor carries flows from a significant part of the community. The pipes in the rehabilitation project area are Vitrified Clay Pipes (VCP) and are in good shape. The manholes are concrete and in need of rehabilitation.

Discussion

Work began on the project on September 29, 2010. The original plans and specifications did not call for the upper cone transition section of the concrete manholes to be rehabilitated. The upper sections were in good shape when inspected as the project was initially programmed.

Following high pressure cleaning, and surface blasting of the interior manhole surfaces, deterioration of the existing upper cone transition section concrete surfaces was more severe than originally anticipated.

Change Order Number 1 covers additional cemetitious lining repair in the upper cone transition section of the concrete manholes on the project. The additional work is to be performed at the same unit bid prices as in the original contract.

The Contract Price modification request shall be in allowance of four (4) extra vertical feet for eighteen (18) manholes in the contractor's base bid. Line item; Manhole Rehabilitation 4 Foot Diameter Cementitious Lining quantity shall be increased from 237.0 vertical feet to 309.0 vertical feet.

Changes described by this modification request in Contract Price are as follows:

Four (4) feet x 18 manholes x \$ 130.00 vertical foot (bid unit price) = \$ 9,360.00

The Change Order Number 1 amount is \$ 9,360.00 making the adjusted Contract amount \$ 196,228.25.

Midland Contracting is also requesting a 3 week extension for the project to November 19, 2010.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve Change Order Number 1 with the contracting firm, Midland Contracting, Inc. of Kearney, Nebraska.

Sample Motion

Move to approve Change Order Number 1.

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

CHANGE ORDER NUMBER 1

Date of Issuance: October 26, 2010

PROJECT: Sanitary Sewer Manhole Rehabilitation Project 2010-MH REHAB-1

CONTRACTOR: Midlands Contracting, Inc.

CONTRACT DATE: August 19, 2010

This change order includes all costs, direct, indirect, and consequential, and all changes in Contract Time arising from the work included in the items for Change Order Number 1. No additional claims shall be made for changes in Contract Price or Contract Time arising from these work items. All other provisions of the contract remain unchanged.

	<u>Increased Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Manhole Rehabilitation 4 Foot Diameter Cementitious Lining	72 V.F.	\$130.00	\$9,360.00
TOTAL OF CHANGE ORDER NO. 1			\$9,360.00

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

Contract Price Prior to This Change Order \$186,868.25

Net Increase/Decrease Resulting from this Change Order..... \$ 9,360.00

Revised Contract Price Including this Change Order \$196,228.25

Original Completion Date.....October 29, 2010

Revised Completion Date.....November 19, 2010

Approval Recommended:

By _____
Steven P. Riehle, Public Works Director

Date _____

The Above Change Order Accepted:

Approved for the City of Grand Island:

Midlands Contracting, Inc.
Contractor

By _____
Margaret Hornady, Mayor

By _____

Attest: _____
RaNae Edwards, City Clerk

Date _____

Date _____

RESOLUTION 2010-295

WHEREAS, on August 10, 2010, by Resolution 210-216, the City of Grand Island awarded Midlands Contracting, Inc. of Kearney, Nebraska the bid in the amount of \$186,868.25 for 2010-MH REHAB-1 Sanitary Sewer Manhole Rehabilitation Project; and

WHEREAS, it has been determined that modifications to the work to be performed by Midlands Contracting, Inc. are necessary; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$9,360.00 for a revised contract price of \$196,228.25; and

WHEREAS, the contract completion date has been extended from October 29, 2010 to November 19, 2010.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order Number 1 for \$9,360.00 with Midlands Contracting, Inc. of Kearney, Nebraska, for 2010-MH REHAB-1 Sanitary Sewer Manhole Rehabilitation Project, is hereby approved.

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

- -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
October 22, 2010	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G8

#2010-296 - Approving Contract for Snow Removal Operations for the 2010/2011 Winter Season at Law Enforcement Center and Downtown Parking Lots

Staff Contact: Steven P. Riehle, Public Works Director & Steve La

Council Agenda Memo

From: Steven P. Riehle, Public Works Director
Steve Lamken, Police Chief

Meeting: October 26, 2010

Subject: Approving Bid Award for the Law Enforcement Center
& Downtown Parking Lot Snow Removal Operations for
the 2010/2011 Winter Season

Item #'s: G-8

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

Background

On October 7, 2010 the Engineering Division of the Public Works Department advertised for proposals for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots for the 2010/2011 winter season including equipment and labor.

There were seven (7) potential proposers for this work.

Discussion

One proposal was received and opened on October 14, 2010. The Engineering Division of the Public Works Department, Police Department and the Purchasing Division of the City Attorney's Office reviewed the proposal that was received. The proposal is shown below.

Bidder	Description	Unit
Premier Snow Removal, LLC of Grand Island, NE	Trucks for hauling snow	\$ 40.00 per load
	Tractor Loader w/ Box Blade	\$120.00 per hour
	Skid Steer Loader	\$110.00 per hour
	Tractor with Pull Blade (minimum 12' width)	\$200.00 per hour

With this being the fourth year that bids have been solicited for such snow removal and only one response each year the City will have the option to renew the agreement on an annual basis for a five (5) year period, at which time proposals will be solicited. Section 27-12 of City Code authorizes the Council to name a sole source provider in appropriate situations after advertising for competitive bids.

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

Police & Public Works Administration recommends that the Council approve awarding the bid for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots to Premier Snow Removal, LLC of Grand Island, Nebraska and authorize the Mayor to execute a contract for the work.

Sample Motion

Move to approve awarding the bid for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots to Premier Snow Removal, LLC of Grand Island, Nebraska.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
SNOW REMOVAL OPERATIONS AT LAW ENFORCEMENT CENTER &
DOWNTOWN PARKING LOTS**

RFP DUE DATE: October 14, 2010 at 2:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: October 7, 2010

NO. POTENTIAL BIDDERS: 7

SUMMARY OF PROPOSALS RECEIVED

Premier Snow Removal LLC
Grand Island, NE

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

Catrina DeLosh, PW Admin. Assist.
Mary Lou Brown, Finance Director
Jason Eley, Purchasing Agent

P1439

R E S O L U T I O N 2010-296

WHEREAS, the City Of Grand Island invited sealed proposals for Snow Removal Operations at the Law Enforcement Center & Downtown Parking Lots, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on October 14, 2010, one bid was received, opened and reviewed; and

WHEREAS, Premier Snow Removal, LLC 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:

	<u>Cost Per Hour</u>
Trucks for Hauling Snow	\$ 40.00 per load
Tractor Loader w/ Box Blade	\$120.00 per hour
Skid Steer Loader	\$110.00 per hour
Tractor with Pull Blade	\$200.00 per hour

WHEREAS, Premier Snow Removal, LLC of Grand Island, Nebraska was the only bidder, they are declared as a sole source provider for the work in accordance with Section 27-12 of the City Code; and

WHEREAS, the City will have the option to renew the contract on an annual basis for a five (5) year period, at which time proposals will be solicited.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Premier Snow Removal, LLC of Grand Island, Nebraska for snow removal operations in the amounts identified above is hereby approved as the lowest responsible bid submitted.

BE IT FURTHER RESOLVED, that a contract between the City and such contractor for such snow removal operations 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 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form October 22, 2010	<input checked="" type="checkbox"/> _____ <input type="checkbox"/> City Attorney
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City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G9

#2010-297 - Approving Acquisition of Utility Easement - between Airport Road and Abbott Road, and East of North Road - Leon Stanczyk

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-297

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

WHEREAS, a public hearing was held on October 26, 2010, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

The easterly twenty-five (25) feet of the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) and the easterly twenty-five (25) feet of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section Thirty-six (36), Township Twelve (12) North, Range Ten (10) West of the 6th P.M. Hall County, Nebraska.

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

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

- - -

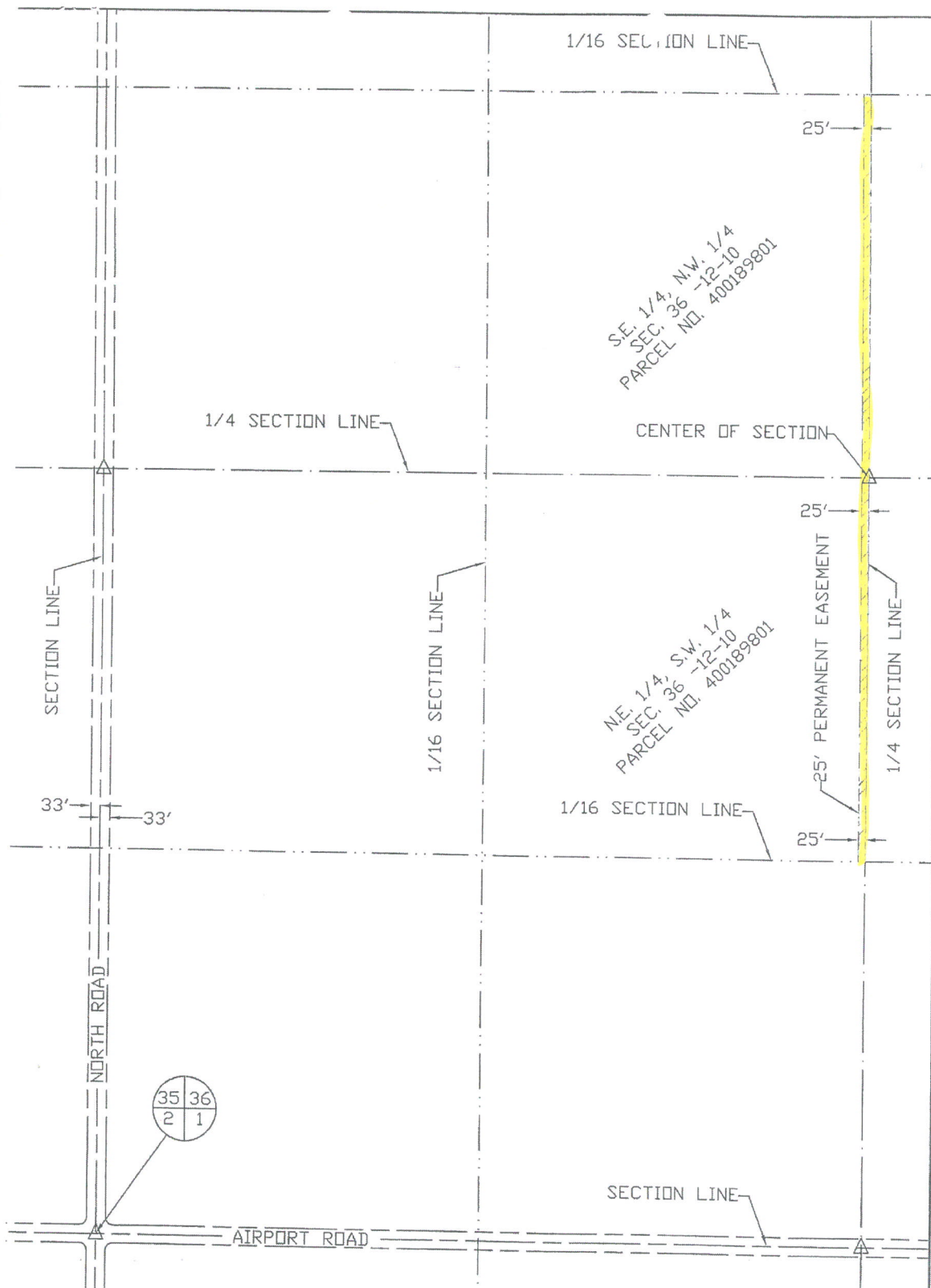
Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 22, 2010	☐ City Attorney



LEGEND

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



<p><small>CITY OF</small> GRAND ISLAND</p> <p><small>UTILITIES DEPARTMENT</small></p>	
<p>EXHIBIT "A"</p>	
<p>DRN BY: A.C.H.</p>	<p>SCALE: 1" = 400'</p>



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G10

#2010-298 - Approving Pipeline Crossing Agreement - Cedar Street at the Union Pacific Railroad for Water Main Project 2009-W-1

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: October 26, 2010

Subject: Pipeline Crossing Agreement – Cedar Street at the Union Pacific Railroad for Water Main Project 2009-W-1

Item #'s: G-10

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

Background

The City of Grand Island has an existing 12" diameter water main that crosses under the Union Pacific tracks at Cedar Street. The line was installed in 1932 (CD 19463) and is one of only twelve pipelines in the distribution system that traverses the mainline tracks.

In November, 2008, the 78 year old cast-iron main broke within the railroad's right-of-way. As was standard practice decades ago, the main was installed without a protective steel outer casing. The years of stress placed on the pipe likely caused the break. Fortunately, the break was not adjacent to the mainline track and repairs were able to be made with limited disruption.

Due to the age of the pipe and the possibility of another pipeline failure and resulting damage to the Union Pacific Mainline, it is proposed to replace this section of pipeline. The project would provide directional bore for a new 24" diameter steel casing under the tracks at Cedar Street, and installation of a new 12" ductile-iron water main within the casing. The replacement would extend approximately 445 lf between South Front Street and North Front Street. This proposed project is included in the 2010-2011 Water Department Budget.

A map of the crossing area is attached for reference.

Discussion

Union Pacific has a number of requirements regarding crossing of their right-of-way by other utilities. The Department submitted detailed plans for the construction of the

crossing for the railroad's review and has received from the railroad their proposed agreement for the project. The crossing agreement includes a license fee payment of \$7,100.00.

Alternatives

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

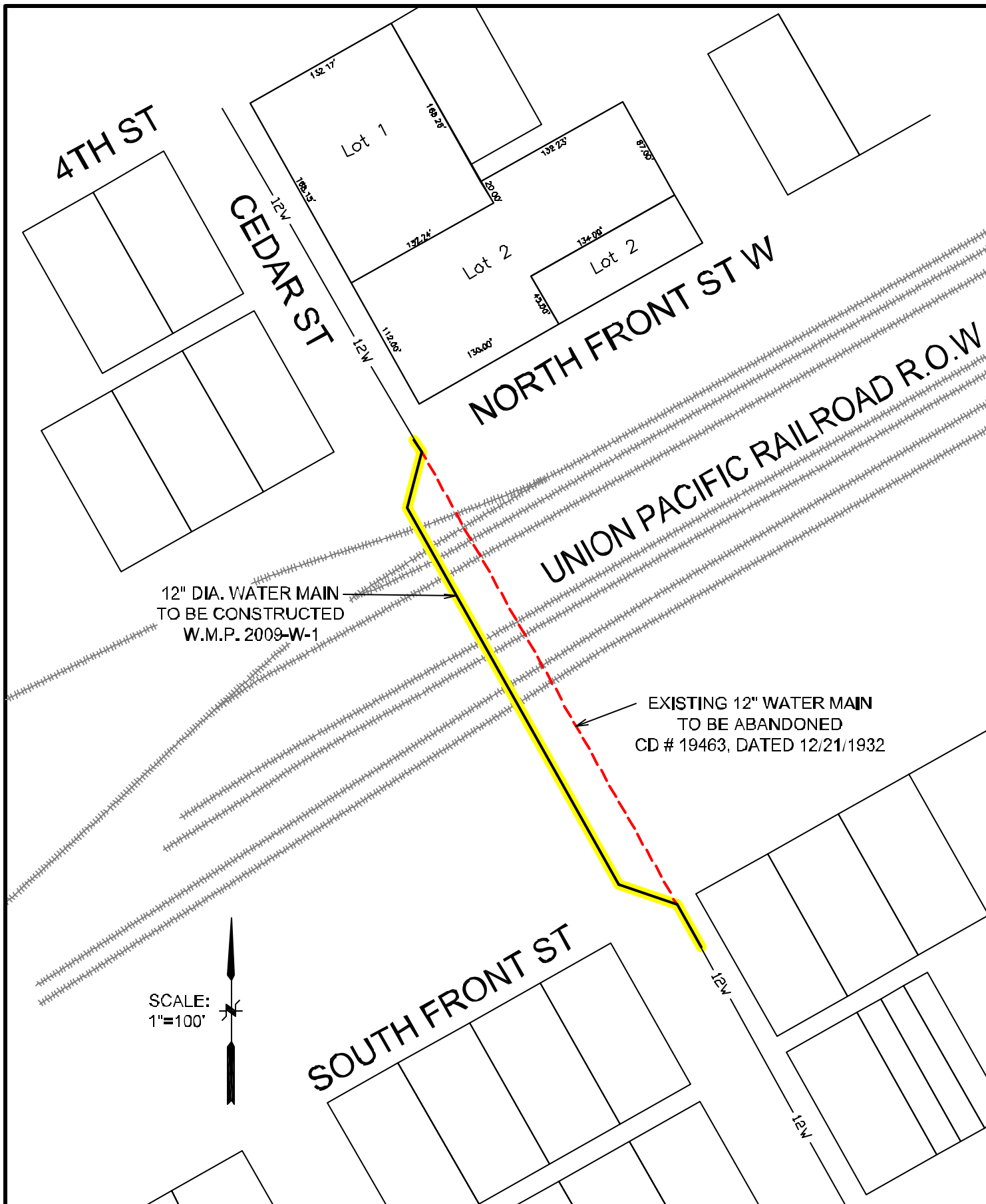
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Pipeline Crossing Agreement with Union Pacific Railroad.

Sample Motion

Move to approve the Pipeline Crossing Agreement with Union Pacific Railroad.





September 18, 2010

Folder: 2633-38

MR. GARY R. MADER
UTILITIES DIRECTOR
CITY OF GRAND ISLAND, NE
100 E 1ST STREET
GRAND ISLAND NE 68802

Re: **Proposed 12" Encased Potable Water Pipeline Crossing of Railroad Property at Mile Post 147.01 on the Kearney Subdivision at Cedar Street, near Grand Island, Hall County, Nebraska**

Dear Gary:

Attached are duplicate originals of an agreement covering your use of the Railroad Company's right of way. Please execute the attached documents IN DUPLICATE and return in the enclosed self-addressed envelope. An original copy of the fully-executed document will be returned to you.

Payment in the amount of **Seven Thousand One Hundred Dollars (\$7,100.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 02633-38 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8623 or email mcgross@up.com.

Thank you for your patience during this process.

Sincerely,

Mary C. Gross
Manager – Contracts Real Estate

PIPELINE CROSSING AGREEMENT

Mile Post: 147.01, Kearney Subdivision
Location: Grand Island, Hall County, Nebraska

THIS AGREEMENT ("Agreement") is made and entered into as of September 17, 2010, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF GRAND ISLAND, NE**, a Nebraska municipal corporation to be addressed at 100 E 1st Street, Grand Island, Nebraska 68802 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 12" Encased pipeline for transporting and conveying Potable Water only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated August 23, 2010 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying Potable Water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Seven Thousand One Hundred Dollars (\$7,100.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licenser herein.

Article 5. INSURANCE.

A. During the life of the Lease, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licenser to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this lease, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF GRAND ISLAND, NE

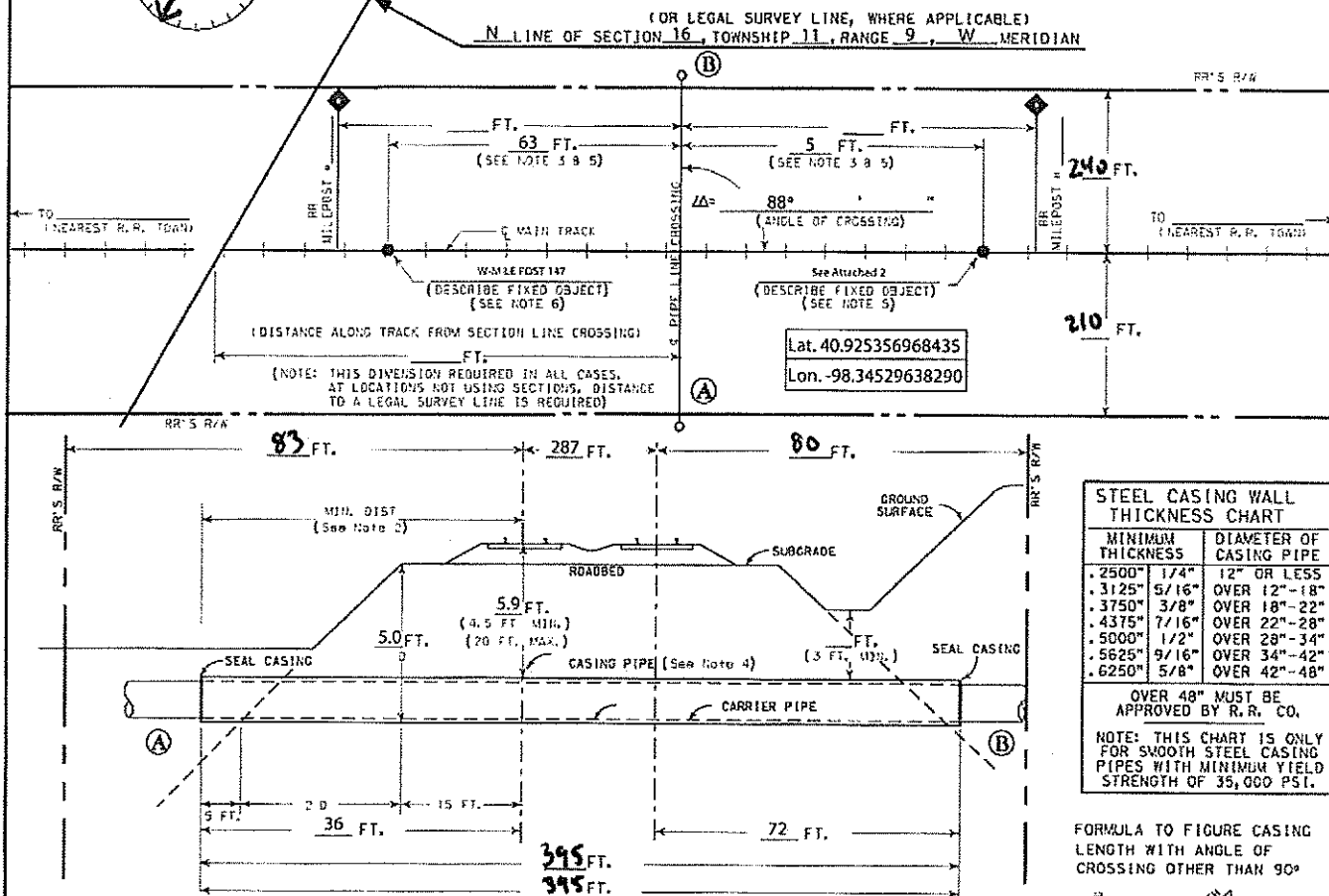
By: _____
Mary C. Gross
Manager – Contracts Real Estate

By: _____
Name Printed: _____
Title: _____

8-9-10

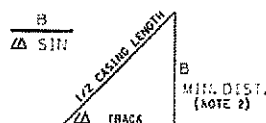
PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING

ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.FORM DR-0404-B
REV 10-22-2007
www.uprr.com
NO SCALE

STEEL CASING WALL THICKNESS CHART

MINIMUM THICKNESS	DIAMETER OF CASING PIPE
.2500" 1/4"	12" OR LESS
.3125" 5/16"	OVER 12"-18"
.3750" 3/8"	OVER 18"-22"
.4375" 7/16"	OVER 22"-28"
.5000" 1/2"	OVER 28"-34"
.5625" 9/16"	OVER 34"-42"
.6250" 5/8"	OVER 42"-48"

OVER 48" MUST BE
APPROVED BY R.R. CO.NOTE: THIS CHART IS ONLY
FOR SMOOTH STEEL CASING
PIPES WITH MINIMUM YIELD
STRENGTH OF 35,000 PSI.FORMULA TO FIGURE CASING
LENGTH WITH ANGLE OF
CROSSING OTHER THAN 90°

NOTES:

- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM Q. OF TRACK.
- CASING TO EXTEND BEYOND THE Q. OF TRACK AT RIGHT ANGLES THE GREATER OF 20' - 30 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
- MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, Q. OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
- SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
- ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; Q. OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
- CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

- A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? ☒ YES; ☐ NO;
- B) IF YES, NAME OF STREET CEDAR STREET
- D) DISTRIBUTION LINE ☒ OR TRANSMISSION LINE ☐
- C) CARRIER PIPE:
COMMODITY TO BE CONVEYED POTABLE WATER
OPERATING PRESSURE 75 PSI
WALL THICKNESS .034; DIAMETER 12; MATERIAL DUCTILE IRON
- E) CASING PIPE:
WALL THICKNESS .05; DIAMETER 24; MATERIAL STEEL
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
- F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
☒ DRY BORE AND JACK (WET BORE NOT PERMITTED);
☐ TUNNEL; OTHER _____
- G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? ☒ YES; ☐ NO;
- H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 36 (30' MIN.)
- I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ☒ DOES; ☐ DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20100809051

EXHIBIT "A"

(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Keavney
DISPOSITION

M. P. 147.01 E. S. 8245+854ENCASED POTABLE WATER CROSSING ATGRAND ISLAND Hall NE

CITY OF GRAND ISLAND, NE

RR FILE NO. 0263338 DATE 8-23-10

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS
DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-800-336-9193

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

Jody R. Wilkerson, MTM
Union Pacific Railroad Company
2511 12th Street
Columbus, NE 68601
Work: 402/501-3817
Email: jrwilke1@up.com

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor

Representative will determine and inform Licensor whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. **IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS WHICH IS DUE TO OR ARISES FROM:

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

EXHIBIT C

Union Pacific Railroad Company Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**
(\$2,000,000 per occurrence/\$6,000,000 aggregate)

Application forms for inclusion in Union Pacific Railroad's Blanket Railroad Protective Liability Insurance Policy may be obtained by accessing the following website (includes premiums as well):

www.uprr.com/reus/rinsure/insurovr.shtml

If you have questions regarding railroad protective liability insurance (i.e. premium quotes, application) please contact the Marsh USA Service Team, Bill Smith or Cindy Long at:

Phone: (800) 729-7001

Fax: (816) 556-4362

Email: william.j.smith@marsh.com

Email: cindy.long@marsh.com

***PLEASE NOTE** - The RPLI application and premium check should be sent directly to Marsh, USA at the address shown below - do NOT send your check and application via overnight air, as the P.O. Box will NOT accept overnight deliveries.

If you are in a situation where you require a RUSH, please contact Bill Smith or Cindy Long and they will do their best to accommodate your needs. All checks written to Marsh, USA should reference Union Pacific Railroad in the "Memo" section of the check.

Send Checks and Applications to the following "NEW" address:

Marsh USA
NW 8622
PO Box 1450
Minneapolis, MN 55485-8622

RESOLUTION 2010-298

WHEREAS, the construction of Water Main Project 2009-W-1 will require crossing the Union Pacific railroad tracks at Cedar Street; and

WHEREAS, the Union Pacific Railroad requires a Pipeline Crossing Agreement to be entered into for persons crossing its property for such purposes with a one-time lease payment of \$7,100.00; and

WHEREAS, the City Attorney's office has reviewed the proposed Pipeline Crossing Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Pipeline Crossing Agreement, by and between the City and the Union Pacific Railroad Company, for the construction and maintenance of Water Main Project 2009-W-1 at the Cedar Street Crossing, is hereby approved; and the Mayor is hereby authorized to sign such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 22, 2010	☐ City Attorney



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G11

**#2010-299 - Approving Certificate of Final Completion for
Installation of Artificial Turf at the Fieldhouse**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: October 26, 2010

Subject: Certificate of Final Completion-Artificial Turf Installation at Fieldhouse.

Item #'s: G-11

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

Background

A contract was entered into with All Sports Enterprises, Inc. on June 3, 2010 for furnishing and installing artificial turf at the City Fieldhouse.

Discussion

All work associated with this contract has been completed and it is appropriate at this time to close out the contract.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the certificate of final completion and make final payment to All Sports Enterprises, Inc. in the amount of \$211,030.00.

Sample Motion

Move to close out the contract with All Sports Enterprises, Inc. and make final payment in the amount of \$211,030.00 to All Sports Enterprises, Inc.

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

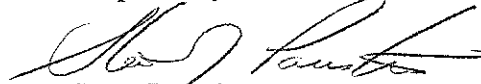
**FURNISHING AND INSTALLATION OF NEW TURF
CITY FIELDHOUSE**

**CITY OF GRAND ISLAND, NEBRASKA
OCTOBER 26, 2010**

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

This is to certify that the Furnishing and Installation of New Turf at the new City Fieldhouse has been fully completed by **All Sports Enterprises, Inc.** of Exton, PA under contract dated **June 3, 2010**. All other work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by the Parks and Recreation Director in accordance with the provisions of the terms of the above said contract.

Respectfully submitted,



Steve Paustian
Parks & Recreation Director

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

I hereby recommend that the Certificate of Final Completion and Acceptance be approved and warrants issued from the Escrow Account at Well Fargo to **All Sports Enterprises, Inc.** in the final payment amount of **\$211,030.00**.

Respectfully submitted,

Margaret Hornady
Mayor

R E S O L U T I O N 2010-299

WHEREAS, the Parks and Recreation Director of the City of Grand Island has issued his Certificate of Final Completion for the Furnishing and Installation of New Turf at the new City Fieldhouse, certifying that All Sports Enterprises, Inc. from Exton, PA, under contract dated June 3, 2010, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Parks and Recreation Director recommends the acceptance of the final completion; and

WHEREAS, the Mayor concurs in the Parks and Recreation Director's recommendation.

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

1. The Parks and Recreation Director's Certificate of Final Completion for Furnishing and Installation of New Turf at the new City Fieldhouse is hereby confirmed.
2. That a warrant be issued from the Escrow Account at Wells Fargo in the total amount of \$211,030.00 payable to All Sports Enterprises, Inc. for the final amount due the contractor.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G12

**#2010-300 - Approving Grant Agreement with Baseball Tomorrow
for Baseball Equipment at the Fieldhouse**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: October 26, 2010

Subject: Approving Grant Agreement with Baseball Tomorrow

Item #'s: G-12

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

Background

The City applied for a grant from Baseball Tomorrow to help fund the purchase of equipment for the new City Fieldhouse. The grant application requested funding to help purchase batting cages, pitching machines and portable pitching mounds.

Discussion

The grant application was reviewed favorably by the staff at Baseball Tomorrow and a grant has been offered to the City in the amount of \$26,920.80.

Alternatives

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

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

Recommendation

City Administration recommends that the Council enter into the agreement with Baseball Tomorrow to receive the grant funds.

Sample Motion

Move to enter into an agreement with Baseball Tomorrow to receive grant funding.



The Baseball Tomorrow Fund

October 11, 2010

Mr. Steve Paustian
Parks and Recreation Director
City of Grand Island
City Hall
100 East First Street
Grand Island, NE 68802-1968
USA

Dear Mr. Paustian:

On behalf of Major League Baseball and the Major League Baseball Players Association, I am pleased to inform you that your organization has been selected as a recipient of a grant from the Baseball Tomorrow Fund in the amount of \$26,920.80 for the purpose and on the conditions set forth below.

Specifically, it is understood that:

1. The grant will be awarded for the sole purpose of purchasing equipment for the baseball and softball training facility within the Community Field House. Specifically, grant funds provided by the Baseball Tomorrow Fund will be used solely for the following items: four retractable batting cages, three pitching machines and four portable pitching mounds, as detailed in your application dated September 22, 2010 and supporting documentation dated July 19, August 30 and September 7, 2010. A list of the approved items, with the amount of grant funds allowed per item, is attached hereto as Attachment 1.

2. The funds will be administered by the City of Grand Island, under the supervision of Steve Paustian, Parks and Recreation Director. Your organization will be responsible for all aspects of the equipment purchases and installation, including without limitation, the bidding process (if applicable) and administrative responsibilities. Any additional expenditures or improvements to the facility, ongoing maintenance and operation, etc., shall be the sole responsibility of the City of Grand Island, it being understood that its grant in the amount of \$26,920.80 defines the limit of responsibility for the Baseball Tomorrow Fund. You have represented that additional funding will be provided by the Nebraska State Fair, the City of Grand Island, the Nebraska Trails Council, the Earl and Maxine Claussen Trust, the Peter Kiewit Foundation and the Grand Island Community Foundation.

245 Park Avenue

New York, NY 10167

(212) 931-7991

fax (212) 949-5405



**The Baseball Tomorrow Fund is a joint
initiative of Major League Baseball and the
Major League Baseball Players Association**



The Baseball Tomorrow Fund

3. The City of Grand Island will furnish the Baseball Tomorrow Fund with a full and complete accounting of funds expended in connection with this grant. Grant report dates are noted on Attachment 1. Grant recipient report forms and instructions are included as Attachment 2. Any portion of the grant remaining upon completion of the project shall be remitted to the Baseball Tomorrow Fund on or before December 31, 2010.

4. The City of Grand Island has provided the Baseball Tomorrow Fund with a written plan and supporting documentation for the anticipated use of grant funds. The Baseball Tomorrow Fund will pay \$26,920.80 on or before October 31, 2010, and the City of Grand Island agrees that the project will be commenced on or before November 15, 2010, and if it is not completed on or before December 31, 2010, any unexpended grant funds will be remitted back to the Baseball Tomorrow Fund.

5. The City of Grand Island agrees to comply with all guidelines and grant requirements of the Baseball Tomorrow Fund, a copy of which is included as Attachment 3. Your organization specifically agrees that it will not make any public announcement of the grant unless and until you have approval from the Baseball Tomorrow Fund to do so, and that any such announcement will be coordinated with the Baseball Tomorrow Fund and will be in accordance with the guidelines outlined in the *Grant Recipient Guide* which will be provided electronically.

6. The City of Grand Island agrees to defend, indemnify and hold harmless the Baseball Tomorrow Fund, its members, employees, officers, and agents from and against any and all claims arising out of or in connection with the purchase and use of the baseball and softball training equipment in the Community Field House.

7. The City of Grand Island agrees to allow the Baseball Tomorrow Fund use of its name and logo for the purpose of public relations and media materials concerning this grant.

8. The facility will contain appropriate Baseball Tomorrow Fund signage. This signage will be no smaller than 20" x 24" and made of a durable element which should be permanently mounted onto the outfield fencing or other location specified by the Baseball Tomorrow Fund. This signage will be provided by the Baseball Tomorrow Fund.

9. The City of Grand Island agrees to provide information to the Baseball Tomorrow Fund regarding its program operation, player participation, facility use and conditions annually for two years following the completion of the aforementioned project. The Baseball Tomorrow Fund will provide annually a survey form to be completed by the contact person on file, starting the year following the completion of the project. City of Grand Island agrees to inform the Baseball Tomorrow Fund of any changes to the organization's contact person or information.

245 Park Avenue

New York, NY 10167

(212) 931-7991

fax (212) 949-5405



The Baseball Tomorrow Fund is a joint initiative of Major League Baseball and the Major League Baseball Players Association



The Baseball Tomorrow Fund

The Baseball Tomorrow Fund is pleased to make this contribution to the future of baseball and softball. Please signify your agreement with the foregoing conditions by signing and returning to me the enclosed two (2) copies of this letter.

Sincerely,

Cathy Bradley
Executive Director

Attachments

Agreed:

CITY OF GRAND ISLAND

By:

Steve Paustian
Parks and Recreation Director

Date:

245 Park Avenue

New York, NY 10167

(212) 931-7991

fax (212) 949-5405



The Baseball Tomorrow Fund is a joint initiative of Major League Baseball and the Major League Baseball Players Association



The Baseball Tomorrow Fund

ATTACHMENT 1

BASEBALL TOMORROW FUND

City of Grand Island

APPROVED BUDGET ITEMS/BTF SHARE	
Four retractable batting cages	\$13,796.00
Three pitching machines	9,285.00
Four portable pitching mounds	3,839.80
TOTAL	\$26,920.80

GRANT REPORT DATES	
Final	12/31/2010

245 Park Avenue

New York, NY 10167

(212) 931-7991

fax (212) 949-5405



**The Baseball Tomorrow Fund is a joint
initiative of Major League Baseball and the
Major League Baseball Players Association**

RESOLUTION 2010-300

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

WHEREAS, the Baseball Tomorrow Foundation has awarded \$26,920.80 to the City of Grand Island to purchase recreational equipment for the Grand Island Community Field House; and

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

WHEREAS, the grant agreement period begins November 1, 2010 and ends November 1, 2011.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G13

#2010-301 - Approving Contract for Long Term Disability Insurance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: October 26, 2010

Subject: Approving Contract for Long Term Disability Insurance

Item #'s: G-13

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City of Grand Island provides Long Term Disability coverage to employees as agreed to through labor agreements or as approved in the Personnel Rules. The City has contracted with The Standard for the last four years to provide this coverage. The current rate for coverage is .27 per \$100 of wages. The contract with The Standard will expire at midnight on November 30, 2010.

Discussion

The City advertised a request for proposals (RFP) for companies interested in providing this coverage. The list of companies that submitted proposals are included in this packet. A team consisting of members from Human Resources, Finance, and Legal interviewed finalists to compare plan options and pricing as well as assess the Company's ability to provide services as expected.

A contract with CIGNA Group Insurance companies is being recommended for Long Term Disability coverage. Strong Financial, from Aurora brought the proposal that is before Council for consideration. The aforementioned proposal best met the criteria used to evaluate the companies as well as bringing in the most competitive pricing. The new rate for this coverage will be .18 per \$100 of wages. This represents a savings of more than 30% over our current rate. That calculates out further to more than a \$28,000 annualized savings in premiums. The contract with CIGNA would commence at 12:01 a.m. on December 1, 2010. CIGNA has guaranteed their rate for a three year term unless a significant change in population/ risk would occur.

CIGNA has received financial ratings of A and A2 by A.M. Best and Moody's. The package that they have proposed will enhance our current benefits package with value added benefits such as weight management discounts, hearing and vision care discounts

and products, and vitamins, health and wellness product discounts, to name a few. It is the recommendation of the review team to contract with CIGNA Group Insurance companies for the City's Long Term Disability benefit.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the contract with CIGNA Group Insurance companies to provide Long Term Disability coverage.

Sample Motion

Move to approve a contract with CIGNA Group Insurance companies to provide Long Term Disability Insurance coverage.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
LONG TERM DISABILITY INSURANCE**

RFP DUE DATE: September 1, 2010 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: September 1, 2010

NO. POTENTIAL BIDDERS: 7

SUMMARY OF PROPOSALS RECEIVED

Mike Boden
Omaha, NE
National Insurance Services

Strong Financial Resources, Inc
Aurora, NE
CIGNA Group Insurance
The Hartford

Primark Inc
Grand Island, NE
The Standard
Lincoln Financial Group/Lincoln
Principal Financial Group
Dearborn National
UNUM
Assurant Employee Benefits
Met Life

Holmes Murphy
Leawood, KS
The Standard

Holmes Murphy
Omaha, NE

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

Tami Herald, HR Specialist
Mary Lou Brown, Finance Director
Jason Eley, Purchasing Agent



CIGNA Group Insurance
Life · Accident · Disability

October 18, 2010

City of Grand Island
100 E. 1st Street
Grand Island, NE 68802

Dear Tami Herald:

Thank you for selecting CIGNA Group Insurance for your employee benefit needs. We are excited about partnering with you to build an effective working relationship. We believe the foundation of a good relationship is developed within the first month. That's why we provide a dedicated Implementation Coordinator to work with you throughout the implementation phase. I am your dedicated resource and will ensure that you experience a smooth, timely and accurate implementation.

Included in this package are key items for your review and/or completion so the implementation of your account can begin. They are:

1. ***A group of forms/documents for signature.*** These documents enable us to begin setting-up the account within CIGNA. Please make sure that you complete, have signed and returned to me **within 5 business days** of receiving this welcome package. To help speed the process, I've provided a description of each document on the table of contents, explaining why each is needed and clarifying what needs to be done with each document.
2. ***A group of forms/documents for review.*** These documents are provided to you for informational purposes as part of the transition of your coverage to CIGNA Group Insurance.

We will also need a binder check in the amount of \$3,446.00 (1st month's estimated premium). This will be applied to your first month's premium.

Please note that we cannot begin setting up the account until all information is returned to my attention. In addition, meeting this timeframe is the key to ensuring that the account will be set-up by the effective date.

I'd like to schedule our conference call, with both of you as soon as possible to initiate the implementation process. I will also be able to answer any questions you may have.

Our goal is to ensure that from this smooth transition to CIGNA Group Insurance, you will know how committed we are to providing low cost, consistently excellent products and services to our Customers.

Thank you again for selecting CIGNA Group Insurance and we look forward to partnering with you.

Sincerely,

Stacey Mortimer
Implementation Coordinator
CIGNA Group Insurance
7400 West 110th Street, Suite 400
Overland Park, KS 66210
Phone: (913)339-4706
Fax: (913)498-4998
Stacey.Mortimer@CIGNA.com

Cc: Amy Coleman, Account Manager, CIGNA Group Insurance
Calvin Strong, Strong Financial Resources, Inc.

Group Disability, Life and Accident Implementation Welcome Package

Welcome to CIGNA Group Insurance! This package contains a group of forms and documents necessary for the implementation of your CIGNA Group Insurance Disability, Life and/or Accident insurance benefits. We've included a chart that provides a description of each document and clarifies your action required. To assure operational readiness and accurate set-up of your benefit plan(s) please complete this application by signing in the space provided.

Applicant (Full Legal Name): City of Grand Island

Address: 100 E. 1st Street PO Box 1968 **City:** Grand Island **State:** NE **Zip Code:** 68802

Taxpayer ID No.: 47-6006205

We acknowledge receipt of this Implementation Welcome Package. We confirm the accuracy of the proposal from the underwriting company(ies) named below and hereby accept the terms and conditions of the proposal and any attachments or modifications made to the proposal.

If applicable, we authorize LINA Benefit Payments, Inc. to perform the tax services related to our disability benefits as described within the attached Limited Agency Agreement (Exhibit).

If applicable, we authorize LINA to perform the benefit deduction services related to our disability benefits as described within the attached Benefit Deduction Services Agreement (Exhibit).

We confirm appointment of the producer identified on the attached Authorization of Payment of Commission and Service Fees (Exhibit)

We acknowledge receipt of the Privacy Notice.

We understand that the following insurance policies may be issued to the Group Insurance Trust for Employers in the Public Administration Industry.

REQUESTED INSURANCE	REQUESTED EFFECTIVE DATE
COVERAGE: Group Long Term Disability	12/1/2010
UNDERWRITING COMPANY: Life Insurance Company of North America	

We hereby adopt the above-named trust as co-settlor and subscribe to that trust for the purpose of participating in these policies, which shall only cover our eligible employees, and, if applicable, retirees and dependents. We confirm the appointment of Wilmington Trust Company as Trustee, and of Life Insurance Company of North America ("LINA") as trust administrator. We appoint LINA, in its capacity as trust administrator, to represent us in dealings with the Trustee related to the insurance trust. We understand that, in the event the policy(ies) are terminated for any reason, we will cease to be a participant in the insurance trust. We understand that no benefits are provided by the trust other than the benefits described in the insurance policy(ies).

(Signature and Title of Applicant's Authorized Representative) Date: _____

Grand Island, NE
(City and State)

<i>ATTACHMENTS FOR CUSTOMER REVIEW AND/OR ACKNOWLEDGEMENT</i>			
<i>Welcome Package Form</i>	<i>Purpose of Form</i>	<i>Specific to Product Line</i>	<i>Action Required</i>
Limited Agency Agreement with ER FICA Services (Exhibit)	Authorizes CIGNA to perform certain functions imposed upon the Policyholder under P.L. 96-601 and 97-123 with respect to preparation and filing of W-2's as well as the Employer FICA Match Services.	Short and/or Long-Term Disability Coverage	Please complete schedule page.
Disclosure of Payment of Commissions and Service Fees (Exhibit)	Contains important disclosures regarding commissions and other producer compensation.	All Applicable Policies	Please review.
Privacy Notice	Provides an overview of CIGNA Group Insurance's privacy policies	All Policies	Please review.
<i>CUSTOMER ITEMS TO PROVIDE</i>			
Binder Check Invoice	Invoice to support estimated binder check amount on basic coverages only. Binder amount will be applied to first month's premium.	All Coverages	Supply Binder Check with copy of the provided Invoice
<i>ATTACHMENTS REQUIRING ADDITIONAL SIGNATURES</i>			
<i>Welcome Package Form</i>	<i>Purpose of Form</i>	<i>Specific to Product Line</i>	<i>Action Required</i>
CIGNA Claim Fiduciary Appointment Form	If your employee benefit plans are subject to ERISA, and insured with our companies, you should review this information, and sign and return the enclosed "Appointment of Claim Fiduciary." If your employee benefit plans are not subject to ERISA (for example, if they are government plans or church plans), then this information does not apply to you.	All Policies (when applicable)	Please have form signed by an individual authorized to amend the Plan.



CIGNA Group Insurance
Life • Accident • Disability

LIMITED AGENCY AGREEMENT

(Includes Employer FICA Services)

IMPORTANT: This is a Limited Agency Agreement which, under Internal Revenue Service regulations, permits an insurance company or other payor of taxable sick pay to make deposits of the employer portion of FICA taxes using the payor's employer identification number (EIN). In accordance with IRS regulations, the insurance company cannot make payments of employer taxes unless and until the Limited Agency Agreement is in effect. The insurance company cannot begin to make deposits of employment taxes on behalf of the employer until this agreement is signed and returned. Until the agreement is in place, the employer is solely responsible for timely filing all employment taxes.

LIMITED AGENCY AGREEMENT (Includes Employer FICA Services)

Among: **LINA Benefit Payments, Inc. ("Payment Agent");**

And: Life Insurance Company of North America
 CIGNA Life Insurance Company of New York (collectively, "Company")

And: City of Grand Island
 ("Employer")

Policies: LK962692

Effective Date: 12/1/2010

WHEREAS, Employer and Company have entered into one or more group disability insurance policies ("Policies") or Administrative Services Agreements ("ASO Agreements") under which Company, as Employer's agent, makes payments of taxable Sick Pay ("Sick Pay") to certain disabled employees of Employer; and

WHEREAS, such Sick Pay payments are or may be subject to the provisions of various regulations adopted by the U.S. Internal Revenue Service, relating to the withholding and payment of employment taxes, collection of income tax at the source, and reporting of payments and withheld taxes; and

WHEREAS, such regulations permit Employer and Payment Agent to enter into a Limited Agency Agreement under which Payment Agent will perform, as Employer's agent, certain specified services relating to the withholding and payment of employment taxes, collection of income tax at the source, and reporting of payments and withheld taxes; and

WHEREAS, Payment Agent is agreeable to performance of certain of such functions under this Agreement,

NOW, THEREFORE, in consideration of the mutual promises contained herein and in consideration of the issuance and continuance of the Policies and/or ASO Agreements, Payment Agent and Employer agree as follows, with respect to the Policies and/or ASO Agreements identified above:

I. TERM OF AGREEMENT; TERMINATION

- 1.) This Agreement shall be effective as of the later of the Effective Date shown above, and the date of approval granted by the Internal Revenue Code with respect to a properly completed Form 2678 relating to the services to be performed herein. This Agreement shall commence with respect to calendar years beginning on or after such effective date. This Agreement may be terminated at any time by either party, upon 30 days' written notice to the other. Payment Agent may immediately terminate this Agreement on written notice to Employer, if Employer fails to make any payment required hereunder. Payment Agent shall continue to be responsible for the preparation of Forms W-2 for calendar years ending while this Agreement is in force, but not thereafter.

II. DUTIES OF PAYMENT AGENT

- 1.) Payment Agent agrees to act as agent for the Employer, as well as any employers whose employees have coverage under the Plan, for the following purposes:
 - a. Preparation and filing of Form W-2, covering only Sick Pay paid by Company to payees under the Plan.
 - b. Withholding of federal income taxes, at the rate applicable to payments of supplemental wages, with respect to the taxable portion of Sick Pay.
 - c. Withholding of the employee portion of FICA taxes, with respect to the taxable portion of Sick Pay.
 - d. Payment of the Employer's portion of FICA taxes, with respect to the taxable portion of Sick Pay.

The Employer, or employers covered by the Plan, shall retain the sole and exclusive responsibility for all other duties required by any federal, state or local laws.

- 2.) Payment Agent shall:
 - a. Deposit all withheld taxes with the appropriate federal depository on the due date thereof in accordance with the procedures under Section 6302 of the Code and the regulations thereunder, as now in effect or hereafter amended.
 - b. Include such amounts so deposited in its Employer's Quarterly Federal Tax Return, Form 941.
 - c. Prepare and file the annual Wage and Tax Statement, Form W-2 (and submit on magnetic tape), and mail each Employee with a copy of Form W-2 on or before January 31 of the year following the year in which the Sick Pay was paid.
 - d. Prepare the required Federal Electronic filing and all appropriate state units of government or revenue authorities, and prepare and transmit any other forms or documents customarily prepared and transmitted in conjunction with such filing.
- 3.) Payment Agent shall use its own Employer Identification Number when making payments or filing reports or returns hereunder.
- 4.) Payment Agent agrees to make suitable arrangements for resolution of any questions raised by payees who receive Forms W 2 prepared by Payment Agent and, where appropriate, to issue revised Forms W-2.
- 5.) Payment Agent assumes no responsibility for the accuracy or inaccuracy of the information furnished to it by the Employer or any information which Payment Agent may include in any reports or filings which it prepares for Employer in reliance on such information. Employer shall indemnify and hold harmless Payment Agent from any and all liabilities imposed upon Payment Agent in the event such information furnished by the Employer proves to be incorrect.
- 6.) Payment Agent assumes no responsibility for any other duties, actions or requirements imposed upon the Employer or upon any employers whose employees have coverage under the Plan, under any other provision of local, state or federal tax law.

III. DUTIES OF EMPLOYER

- 1.) Employer represents that the information contained in Schedule I hereof is true and correct.
- 2.) Employer shall notify Payment Agent of the portion of the disability payments made by Company which are excludable from gross income of payees at least sixty days before the beginning of the calendar year for which such portion is effective. Changes in such portion cannot be made at any other time.
- 3.) Employer agrees to provide Payment Agent on a timely basis with such information and documents as Payment Agent may reasonably need to discharge any functions which it assumes under this Agreement.
- 4.) With respect to any payments of Sick Pay made pursuant to ASO Agreements, Payment Agent shall withhold income taxes at the rate applicable to supplemental wages. Notwithstanding the foregoing, Employer may elect to determine the dollar amount of any income taxes to be withheld by Payment Agent and advising Payment Agent of such amounts. Where Employer elects to do so, Employer represents and warrants that it will correctly calculate the amount to be withheld, based on applicable federal withholding regulations, and based on net benefit amounts determined by Company to be payable.
- 5.) Unless the terms of the Policies provide that the Company waives its right to transfer liability with respect to the employer taxes imposed by IRS Regulation 32.1(e)(1), Employer shall provide Payment Agent with sufficient funds for the payment of Employer's portion of FICA taxes. Payment Agent may require a deposit of up to three months of estimated Employer FICA taxes and may create one or more bank accounts in which such funds shall be held. Payment Agent may draw upon such funds to reimburse itself for any Employer FICA taxes paid on Employer's behalf. Payment Agent shall not be required to pay Employer FICA taxes except from funds provided by Employer for this purpose.
- 6.) Payment Agent reserves the right to impose a charge for its services hereunder. Such charge may be set by Payment Agent with at least 30 days' written notice thereof prior to the start of any calendar year while this Agreement is in force, and shall, unless subsequently changed, be applicable to all calendar years thereafter.

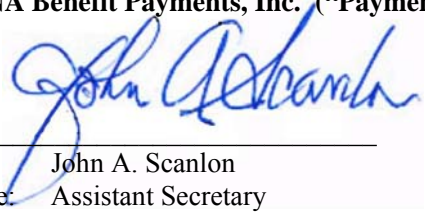
IV. MISCELLANEOUS

1. Nothing contained herein shall be construed as creating any employment relationship between Payment Agent and any payee.
2. All notices to Payment Agent should be sent to:
CIGNA Group Insurance
Tax Compliance Unit, LLTCU
900 Cottage Grove Road
Hartford, CT 06152

IN WITNESS WHEREOF, and intending to be legally bound, the parties have signed this Agreement.

LINA Benefit Payments, Inc. ("Payment Agent")

Date: October 18, 2010


By: John A. Scanlon
Title: Assistant Secretary

City of Grand Island

LK962692

SCHEDULE I - EMPLOYER TAX INFORMATION

I. Exemption from Social Security/Medicare Taxes

Select appropriate reason if your disability plan is exempt from Social Security and Medicare taxes:

☐ Religious Institution ☐ Charitable Institution ☐ Other (Specify): _____

Indicate if Plan is issued to a union, a creditor, or an association which is exempt from Social Security taxation if the employer is neither a party to the contract or a contributor to plan costs:

☐ Union ☐ Creditor ☐ Professional Association

II. Employee Contribution Percentages

Short Term Disability:

- ☐ All employees contribute _____% of disability policy premium on a post-tax basis.
- ☐ Employees contribute on a pre-tax basis (considered 100% employer contributions).
- ☐ Employer contributes 100% of cost.
- ☐ Contribution percentage varies by benefit, plan or division (attach detail).

Long Term Disability:

- ☐ All employees contribute _____% of disability policy premium on a post-tax basis.
- ☐ Employees contribute on a pre-tax basis (considered 100% employer contributions).
- ☒ Employer contributes 100% of cost.
- ☐ Contribution percentage varies by benefit, plan or division (attach detail).

III. Tax Reporting of Self-Insured Benefits (Does not apply to "advice to pay")

- ☐ Benefits are paid from a trust (e.g. 501(c)(9) trust) which bears an insurance risk.

Indicate the address where the ASO tax reimbursement check should be sent:

Attention: _____

Mailing Address: _____

IV. Address to which tax reports should be sent

- ☒ All reports should be sent to the following address:

Attention: _____

Mailing Address: _____

- ☐ Reporting should be to multiple addresses. Attach information on a separate page. Include suffix/division code, coverage code, employee post-tax contribution percentage, federal EIN and employer address.



CIGNA Group Insurance
Life • Accident • Disability

Disclosure of Payment of Commissions and Service Fees

We have appointed Strong Financial Resources, Inc. as our broker/consultant of record in connection with the policy, as of its effective date, and continuing unless and until we notify the insurance company in writing of revocation of this appointment. Any revocation of appointment, or designation of a new broker/consultant of record, will become effective on the date written notice is received by the insurance company, or such later date as we specify.

We acknowledge that the insurance company will pay commissions to the broker/consultant at the following rates:

Product	Policy Numbers
LTD	LK962692

Product	Percentage
LTD	
Effective Date: 12/1/2010	
First \$15,000	15.0%
Next \$10,000	10.0%
Next \$25,000	5.0%
Over \$50,000	1.0%

We understand and acknowledge that CIGNA Group Insurance companies may have entered into, or may enter into, an agreement with the broker/consultant, under which the insurance company compensates the broker/consultant for providing marketplace intelligence and other services intended to enhance the effectiveness of the insurance company's business. This additional compensation is contingent on meeting new business and persistency goals.

The following describes the compensation available under the program under which your broker is eligible to participate. Terms of the program are subject to change.

- **New Business.** Payments made are a percentage of total annualized premium, based on number of new cases sold and annualized premium for those eligible cases, and range from 1.5% to 4% of the amount of expected first year annualized premium (which is the maximum rate payable, if at least \$10,000,000 in premium, is sold) depending on the specific program the broker is eligible to participate in. Brokers must write at least \$200,000 of new business premium or sell three new cases to qualify.
- **New Premium Added to Inforce Policies.** Payments made are a percentage of total annualized premiums attributable to acquisitions requiring underwriting by the insurance company, and amendments to increase benefits or add eligible classes, and is calculated at 1.5% of the amount of expected first year annualized premium depending on the specific program the broker is eligible to participate in. Brokers must write at least \$200,000 of new business premium or sell three new cases to qualify.
- **Persistency.** Persistency measures the number of policies (weighted by premium) which were in force at the beginning of the year which are still in force at the end of the year. Payments made are a percentage of total earned premium, and range from 0% to 2% of total aggregate premium for those eligible cases (which is the maximum rate payable, if persistency is 95% or greater) depending on the specific program the broker is eligible to participate in. Brokers must have a book of business of at least \$250,000 at the start of the year, and write at least \$200,000 of new business premium or sell three new cases, to qualify.
- **Cross-Sell.** Payments made are a percentage of total annualized premium for business sold to an existing CIGNA Healthcare or CIGNA International Expatriate Benefits customer OR sold along with a new CIGNA Healthcare medical product or new CIGNA International Expatriate Benefits product to the same customer, and range from 1% to 1.5% of the amount of expected first year annualized premium (which is the maximum rate payable, if at

least \$1,000,000 in premium, is sold). Brokers must write at least \$50,000 of new business premium to a cross-sell customer to qualify. In addition, your policies may be used to establish eligibility in the cross-sell programs of CIGNA Healthcare and/or CIGNA International Expatriate Benefits.

This compensation is funded from the insurance company's overhead and is based on the broker's overall book of business with the insurance company. Any such payments are separate from commissions and, if applicable, will be included in ERISA Form 5500, Schedule A information provided by the insurance company.

We also understand that the insurance company may invite the broker to participate in events sponsored by the insurance company for the same purposes.

BINDER CHECK INVOICE

Life Insurance Company of North America

City of Grand Island
100 E. 1st Street
Grand Island, NE 68802

Policy Number	Effective Date	Description	Total Due
LK962692	12/1/2010	Group Long Term Disability	\$3,446.00
		TOTAL DUE:	\$3,446.00

Make check payable to Life Insurance Company of North America

Include a copy of this invoice with your *initial* payment and mail to the address below.

Life Insurance Company of North America
P.O. Box 8500 K 110
Philadelphia, PA 19178-0110

PLEASE NOTIFY US IMMEDIATELY OF ANY CORRECTIONS IN THIS STATEMENT



CIGNA Group Insurance
Life • Accident • Disability

ERISA COVERAGE WORKSHEET

Use this worksheet to determine whether a policy is issued in conjunction with ERISA. Where a policy is issued in conjunction with ERISA, the following will apply:

1. The insurance company will serve as the employer's named fiduciary for handling claims in accordance with ERISA regulations. The "Appointment of Claim Fiduciary" is required.
2. Certificates of insurance will be prepared with ERISA Summary Plan Description wording included.
3. Information will be provided for the ERISA Annual Report, Form 5500, Schedule A.
4. Claim-related correspondence will comply with ERISA requirements, including notification of rights granted by ERISA regulations.

Name of Policyholder: City of Grand Island

Effective Date:

Disability Policy No(s):	LK962692	12/1/2010
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In general, any group insurance policy issued to an employer to insure employees, or to a labor union to insure union members, is subject to ERISA. **All policies will be considered to be subject to ERISA unless one of the following exemptions applies.**

- ☐ The policy is not issued to insure employees of an employer, or members of a labor union.
- ☐ The policy is a statutory disability policy (e.g. Hawaii, New Jersey, New York).
- ☐ The policyholder is a government employer (e.g. state, county, city, special services district, public school district, public hospital, state college or university).
- ☐ The policyholder is a church group (religious organization, or hospital, school, or college operated by a religious organization) which has not made an election under IRC Section 410(d) to be subject to ERISA.
- ☐ The plan is a short-term, uninsured salary continuance plan funded with general assets of the employer.
- ☐ The plan is voluntary, funded entirely with employee contributions, and is not enrolled or endorsed by the employer; employer participation is limited to permitting the insurance company to conduct enrollments, and handling payroll deductions.
- ☐ None of the above exemptions apply. The policy is issued as part of an ERISA-covered employee benefit plan. **If this is the case, then the Policyholder should sign the next page, "Appointment of Claim Fiduciary," instead of this page.**

Stacey Mortimer
Implementation Coordinator

Policyholder Representative



Important Privacy Notice – Please Read

As a customer of a CIGNA company¹, we want to assure you that we recognize our obligation to keep our customers' protected information secure and confidential. This notice explains our privacy practices and it should answer questions about how we protect personal information. We will continue to safeguard the privacy of the information provided to us. Thank you for giving us the opportunity to serve you. (If you are an Employer or Group Sponsor, please make this information available for review by your employees or members as appropriate.)

This notice applies to insurance products underwritten, or administered by, the Life Insurance Company of North America and CIGNA Life Insurance Company of New York, Life and Disability products underwritten by Connecticut General Life Insurance Company, and insurance products underwritten by Insurance Company of North America administered by the CIGNA companies. Information is the key to our ability to provide you with best in class service. Regardless of whether you are a customer, applicant, insured, or former insured, we are committed to protecting and maintaining the privacy of any information in our possession.

COLLECTION AND USE OF INFORMATION

We may collect protected information about our customers for use in the processing and evaluation of applications or eligibility for insurance, investigating a claim for benefits, and in developing financial plans. This information will be used by authorized company personnel solely for these purposes, and it may be integrated into our databases for statistical and audit purposes. Protected information means any non-public, personally identifiable information including financial information, employment related information and medical information. Unless permitted by law, we will only collect information from sources other than our customers with authorization.

DISCLOSURE OF INFORMATION

We do not disclose any protected information about our customers or former customers to anyone except as permitted by law. We do not sell customer lists or other protected information. With some exceptions, we will not disclose protected information without written authorization. There are circumstances when we will disclose protected information related to medical underwriting or a claim investigation or other activities relating to your insurance plan without authorization to third parties or affiliates assisting us with these activities, as permitted by law. We will also disclose protected information to third parties without authorization as required by law, such as in the case of subpoenas and mandated governmental disclosures.

PROTECTING YOUR INFORMATION

We have internal policies to maintain the privacy of our customers' protected information. These include but are not limited to policies related to the transmission, storage and disposal of paper and electronic information; the prevention of unauthorized access and damage to systems, including damage due to environmental hazards; and assigning and terminating user IDs.

¹ "CIGNA" is a registered trademark licensed for the use of insurance company subsidiaries of CIGNA Corporation. All products and services are provided by insurance company subsidiaries and not the corporation itself. As used herein, "CIGNA" refers to these subsidiaries, which include the Life Insurance Company of North America, CIGNA Life Insurance Company of New York and Connecticut General Life Insurance Company.

**Long Term Disability
Proposal**

Prepared For:
City of Grand Island

Requested By: **STRONG FINANCIAL RESOURCES, INC**
1611 10TH ST
AURORA, NE, 68818

Proposed Effective Date: December 1, 2010
Date Prepared: August 17, 2010
This Proposal Valid Until: December 1, 2010

Underwritten By: **Life Insurance Company of North America**

The information contained in the following response/proposal is confidential and proprietary information of the insurance company making the proposal. It is being provided with the understanding that it will not be used by City of Grand Island, its representatives or consultants for any purpose other than the evaluation of the insurance company's proposal in connection with the services sought by City of Grand Island. Dissemination of the information contained herein by City of Grand Island, its representatives and consultants shall be limited to their respective employees who are directly involved in the evaluation process. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than City of Grand Island and its representatives and consultants involved in the evaluation process.

"CIGNA," "CIGNA Group Insurance" and the "Tree of Life" logo are registered service marks of CIGNA Intellectual Property, Inc., licensed for the use by operating subsidiaries of CIGNA Corporation. All products and services are provided exclusively by such operating subsidiaries and not by CIGNA Corporation. As used in this proposal, these service marks refer to the insurance company which has issued this proposal.



CIGNA Group Insurance
Life • Accident • Disability

**City of Grand Island
Long Term Disability Proposal
Schedule of Benefits Summary**

Eligibility	All active, full-time Employees of the Employer regularly working a minimum of 30 hours per week.
Monthly Benefit Percentage	60%
Monthly Maximum Benefit	\$8,500 per month
Minimum Benefit	\$100
Benefit Waiting Period	180 days
Maximum Benefit Duration	Social Security Normal Retirement Age
Accumulated Sick Leave	Not Included in Benefit Waiting Period
Trial Work Days During the Benefit Waiting Period	No limit on trial work days during benefit waiting period provided earnings received do not exceed the earnings test over the entire period.
Definition of Disability	24 Months Own/Any Occupation
Definition of Disability	Loss of Duties OR Loss of Income
Own Occupation Earnings Test	80 %
Any Occupation Earnings Test	60 %
Definition of Covered Earnings	Standard Wage includes the employee's wage or salary as reported by the employer but excludes overtime, bonuses or commissions.
Eligibility Waiting Period	For Employees hired on or before the Policy Effective Date: First of the month after 60 days of active service For Employees hired after the Policy Effective Date: First of the month after 60 days of active service
Benefit Reduction Schedule	Social Security Normal Retirement Age
Integration Type	Full Family
Employer Contribution	100%
Taxation of Benefits	Taxable Benefit
Return to Work Incentive Benefit	Allows up to 100% income replacement for 24 months while receiving benefits under this plan.
Rehabilitation Program	Included
Survivors Benefits	3 months lump sum
Continuation of Insurance	FML & Family Military Convalescence Support (the later of the approved FMLA period or the period required by state law in which the insured employee works) Any Other Approved Leave of Absence (up to 12 weeks). An approved leave of absence does not include Furlough, Temporary Layoff or termination of employment.
Pre-Existing Condition Limitation	3 months Prior/3 months Treatment-Free/12 months Insured
Mental Illness Limitation	24 Month Lifetime Limitation
Substance Abuse Limitation	24 Month Lifetime Limitation
Subjective Symptom Limitation	No Limitation
Life Assistance Program (EAP)	Included
Number of Eligible Employees	430
Healthy Rewards®	Offers discounts on a range of health and wellness-related services and products, including discounts on weight management and smoking cessation programs, chiropractic care, anti-cavity products, power toothbrushes, fitness club memberships, hearing and vision care, massage therapy, acupuncture, pharmacy, vitamins, and more.

For additional descriptions, see Key Definitions and Provisions section below.

CIGNA's Employer FICA Match Benefit for Insured LTDSM

CIGNA's Employer FICA Match Benefit for Insured Long Term Disability (LTD) is an additional benefit under which CIGNA assumes responsibility for payment of the employer's share of FICA with respect to taxable disability benefits.

The Employer FICA Match Benefit is automatically included in all fully insured LTD plans, where the Employer pays all or part of the premium. The Employer FICA Match Benefit is not available on plans where the premiums are paid entirely by the employee, whether on a pre-tax (Section 125) or post-tax basis. Provided your plan design meets these conditions, your proposal includes this service for your Long Term Disability Plan.

With this service level, CIGNA will produce W2 statements and mail them directly to the claimants.

In order for this service to become effective, the employer must enter into a Limited Agency Agreement with CIGNA for CIGNA's Employer FICA Reimbursement Service.

Long Term Disability Rate Summary

Coverage	Monthly Covered Payroll	Monthly Rate per \$100 of Monthly Covered Payroll	Monthly Premium
LTD	\$1,914,264	\$0.18	\$3,446

Rate Guarantee: 3 Years.

LONG TERM DISABILITY COMMISSION SUMMARY **Rates include the following Graded 15% commission schedule**

	LTD Premium	Graded 15%
First	\$15,000	15.00%
Next	\$10,000	10.00%
Next	\$25,000	5.00%
Over	\$50,000	1.00%

CIGNA Group Insurance Long Term Disability Proposal Assumptions

- Unless stated otherwise in the class definition(s), our eligibility requirements assume that employees are *working on a full-time basis, and citizens of the United States, and working in the United States*. Part-time, seasonal, temporary, contracted, leased or severed employees are not eligible, unless otherwise noted.
- The rates and fees quoted within the proposal are based on information furnished to CIGNA Group Insurance for the purpose of developing a proposal of group insurance. CIGNA Group Insurance has assumed that the demographic and plan design information provided will be an accurate representation of your company at the time of implementation. Premium rates are guaranteed for 2 Years. These rates and the guarantee assume that the number of eligible or insured employees does not change by more than 10% from the date of the census provided.
- In addition, the insurance company reserves the right to change premium rates if any of the following occurs:
 - The policy terms change
 - A division, subsidiary, eligible company, or class is added/deleted
 - Federal or state laws or regulation affecting benefit obligations change
 - Other changes occur in the nature of the risk that would affect our original risk assessment
 - We determine the employer fails to furnish necessary information
- The Short and Long Term Disability rate guarantees are subject to the policy's termination provision. Should the Short or Long Term Disability coverage terminate, CIGNA Group Insurance reserves the right to terminate or re-rate any remaining Disability policy or agreement that might be in effect.
- If employee participation on any disability product is less than the levels detailed on the Schedule of Benefits Summary Page, then CIGNA Group Insurance reserves the right to not issue coverage or to adjust the rate(s) in this proposal.
- If you have employees whose principal work location is in any of the following states, you may be required to provide those employees with non-occupational short-term disability coverage. Regular insured or self-insured STD benefit plans do not generally meet the requirements for coverage under these laws.

State	How Coverage is Provided	Web Site
California	State Fund or Approved Self-Insurance	www.edd.ca.gov
Hawaii	Insurance Policy or Approved Self-Insurance	http://hawaii.gov/labor/dcd
New Jersey	State Fund, Approved Insurance Policy or Approved Self-Insurance	www.nj.gov/labor
New York	Insurance Policy or Approved Self-Insurance	www.wcb.state.ny.us
Puerto Rico	State Fund, Approved Insurance Policy or Approved Self-Insurance	www.nehemiahstoro.com
Rhode Island	State Fund	www.dlt.ri.gov/tdi

- For insured benefits, CIGNA Group Insurance contract language will be used without modification. CIGNA Group Insurance will not duplicate the existing policy language but will attempt to match the intent of disclosed policy provisions at the time of quote.
- This proposal is neither an insurance contract nor an agreement for administrative insurance services. Should your company decide to install the plan of benefits described within this proposal; your company's representative will receive a contract of insurance, plan documents, and/or service agreement that describes the final benefit and service selections agreed to by you, the employer, and CIGNA Group Insurance.
- Certificates of insurance are issued electronically as PDF files, which provide a more efficient and rapid way of communicating benefit information to employees. An initial supply of standard printed certificates can be made available at the request of the policyholder.

CIGNA Group Insurance Long Term Disability Proposal Assumptions

- Where Fully Insured LTD with Employer Administration is quoted, the Medical Underwriting Activity Reports (reporting status of medically underwritten coverage) are sent to the location(s) designated by the employer and are typically distributed on a monthly basis. If online Medical Evidence of Insurability is quoted, Medical Underwriting Activity Reports (reporting status of medically underwritten coverage) are sent electronically to the employer and are typically distributed on a weekly basis.
- The terms and availability of this proposal are subject to the laws of the jurisdiction in which the policy is issued and may change depending on the individual state in which the group policy and agreements are delivered.
- This proposal assumes a minimum required lead time for implementation of 6 weeks.
- CIGNA Group Insurance companies have entered into, or may enter into, agreements with brokers, under which the insurance company compensates brokers for providing marketplace intelligence and other services intended to enhance the effectiveness of the insurance company's business. CIGNA Group Insurance companies may invite brokers to participate in events sponsored by the insurance company for the same purpose. Any compensation paid may be based on meeting targets for new business production and persistency, and if paid, is funded from the insurance company's overhead and is based on the broker's overall book of business with the insurance company. Any such payments are separate from the commissions, and if applicable, will be included in ERISA Form 5500, Schedule A information provided by the insurance company.

CIGNA's Life AssistanceSM Program

By helping employees to better balance their work and personal lives, CIGNA's Life AssistanceSM Program (LAP), included with our long-term disability offerings (and available on our term life product offerings), helps employers proactively control absences from work by helping employees access supportive services when needed. This program brings outstanding value by:

- Helping ensure employees get the assistance they need when they need it
- Promoting health and wellness among employees
- Helping employers attract and retain employees

This program includes the following services for all covered employees and their immediate family/household members:

- 24-hour telephonic consultation
- Crisis intervention services
- Referrals for up to 3 face-to-face counseling sessions per issue, per year
- Work/life consultation, resources and referrals
- Online resources for employees and their household members
- Employee brochure
- Referrals to community resources
- Monthly telephonic seminars

Introductory employee communication package includes a welcome letter, brochure and wallet cards.

The program's unique advantages include:

Proactive Outreach - We don't wait for claimants to remember to ask about these services. A reminder at the time of a claim, promotes usage of CIGNA's LAP when employees need it most.

Emphasis on Personal Interaction - Face to face counseling is available for behavioral health assistance and members can access live telephonic counseling, online resources and web-based tools 24 hours per day, 7 days per week.

Expertise in Behavioral Health - CIGNA's Masters'-and PhD-level licensed behavioral health clinicians can focus on depression concerns, substance abuse, anxiety, parenting, eldercare, and returning to work, among others.

Extensive Network of Behavioral Health Resources - CIGNA's network of more than 60,000 contracted licensed behavioral health providers with local network management, makes for easier access to professional help.

Comprehensive Life Events Services - Our program offers information and referrals on a wide variety of topics, such as finding qualified child care, summer care, and senior care facilities, research and information on education programs, adoption, and financial information, plus a 30-minute free legal consultation for most legal issues.

Life Events Information, Research, and Referral Topics

Research and up to 3 qualified referrals within 12 business hours (6 hours for emergencies)

- | | |
|--------------------------|-------------------|
| • Prenatal Care | • Senior Care |
| • Parenting/Childcare | • Education |
| • Financial Information* | • Special Needs |
| • Adoption | • Pet Care |
| • Summer Care | • Legal Services* |

* Except financial information and legal services. Financial referrals are not provided, and legal services are provided by an external partner.

CIGNA Group Insurance products & services are provided through underwriting subsidiaries of CIGNA Corporation, including Life Insurance Company of North America and CIGNA Life Insurance Company of New York. "CIGNA" & "CIGNA Group Insurance" are used to refer to these subsidiaries & are registered service marks. CIGNA's Life AssistanceSM services & Full Service EAP Program are provided by CIGNA Behavioral Health, Inc., an operating subsidiary of CIGNA Corporation.

KEY DEFINITIONS AND PROVISIONS

Continuation of Insurance

This Continuation of Insurance provision modifies the Termination of Insurance provision to allow insurance to continue under certain circumstances if the Insured Employee is no longer in Active Service. Insurance that is continued under this provision is subject to all other terms of the Termination of Insurance provisions.

Disability Insurance continues if an Employee's Active Service ends due to a Disability for which benefits under the Policy are or may become payable. If the Employee does not return to Active Service, this insurance ends when the Disability ends or when benefits are no longer payable, whichever occurs first.

If an Employee's Active Service ends due to an approved leave pursuant to the Family and Medical Leave Act (FMLA), insurance will continue up to the later of the period of his or her approved FMLA leave or the leave period required by law in the state in which he or she is employed. Premiums are required for this coverage.

If an Employee's Active Service ends due to any other leave of absence approved in writing by the Employer prior to the date the Employee ceases work, insurance will continue for an Employee for up to 12 weeks. Premiums are required for this coverage. An approved leave of absence does not include Furlough, Temporary Layoff or termination of employment.

If an Employee's Active Service ends due to any other excused short term absence from work that is reported to the Employer timely in accordance with the Employer's reporting requirements for such short term absence, insurance for an Employee will continue until the earlier of:

- a. the date the Employee's employment relationship with the Employer terminates;
- b. the date premiums are not paid when due;
- c. the end of the 30 day period that begins with the first day of such excused absence;
- d. the end of the period for which such short term absence is excused by the Employer

Notwithstanding any other provision of this policy, if an Employee's Active Service ends due to termination of employment, or any other termination of the employment relationship, insurance will terminate and Continuation of Insurance under this provision will not apply.

If an Employee's insurance is continued pursuant to this Continuation of Insurance provision, and he or she becomes Disabled during such period of continuation, Disability Benefits will not begin until the later of the date the Elimination Period is satisfied or the date he or she is scheduled to return to Active Service.

Disability

We consider employees disabled if, because of Injury or Sickness, they are unable to perform the material duties of their regular occupation for a specified period; and, solely due to Injury or Sickness, they are unable to earn more than the percentage of their Indexed Covered Earnings from working in his or her regular occupation. (As shown in your Proposal Summary)

Thereafter, employees are disabled if their Injury or Sickness makes them unable to perform the material duties of any occupation for which they may reasonably become qualified based on education, training or experience; and solely due to Injury or Sickness, they are unable to earn more than the percentage of their Indexed Covered Earnings. (As shown in your Proposal Summary)

Exclusions and Limitations

We will not pay Disability Benefits for a disability that results directly or indirectly from any of the following:

- suicide, attempted suicide or any intentionally self-inflicted injuries
- war or any act of war
- active participation in a riot
- commission of a felony
- loss of a license, permit or certification necessary to perform the occupational duties of the employee

KEY DEFINITIONS AND PROVISIONS

- cosmetic surgery or surgical procedure that is not Medically Necessary (applies to STD only)
- injury or sickness where employee is entitled to benefits from Workers' Compensation or occupational disease law (applies to STD only)
- injury or sickness that is work-related (applies to STD only)

In addition, we will not pay Disability Benefits for any period of Disability during which an employee:

- is incarcerated in a penal or corrections institution

Furlough

Furlough means a temporary suspension or alteration of Active Service initiated by the Employer, for a period of time specified in advance, not to exceed 30 days at a time. If the Schedule of Benefits specifies period of time greater than 30 days for Furlough, then that specified period of time will be used to define Furlough for each affected class, as detailed in the Schedule of Benefits.

Maximum Benefit Period

This is the maximum length of time for which we will pay Disability Benefits to a disabled employee. Benefit payments may end earlier if the employee no longer qualifies under the terms or conditions of this policy.

The later of the Employee's SSNRA* or the Maximum Benefit Period listed below.

<u>Age at Start of Disability</u>	<u>Maximum Benefit Duration</u>
age 62 or younger	the employee's 65th birthday or the 42nd monthly disability benefit
age 63	the 36th monthly disability benefit
age 64	the 30th monthly disability benefit
age 65	the 24th monthly disability benefit
age 66	the 21st monthly disability benefit
age 67	the 18th monthly disability benefit
age 68	the 15th monthly disability benefit
age 69 or older	the 12th monthly disability benefit

*SSNRA means the Social Security Normal Retirement Age in effect under the Social Security Normal Retirement Act on the Plan Effective Date.

Pre-existing Conditions

We define pre-existing conditions as any Injury or Sickness for which an employee has incurred expenses, received medical treatment, care or services including diagnostic measures, took prescribed drugs or medicines, or for which a reasonable person would have consulted a physician prior to the most recent effective date of insurance. This limitation will apply to any added benefits or increases in benefits.

We do not cover disabilities resulting from pre-existing conditions unless they begin after the employee has been insured for, or had the added benefit increase in effect for, the number of months shown in the Proposal Summary. Except for any benefits in excess of a prior plan's coverage, we will credit employees who have fulfilled all or a part of your previous group disability plan's pre-existing condition requirement immediately before our plan takes effect. Credit is awarded for each day the employee is in Active Service.

KEY DEFINITIONS AND PROVISIONS

Rehabilitation Plan Participation

An employee qualifying for Disability Benefits under this plan may be approached as a suitable candidate for a Rehabilitation Plan, based on individual circumstances. While the terms and specifics of each Rehabilitation Plan are unique to each individual, the Rehabilitation Plan may at our discretion allow payment of the employee's medical, education, moving, retraining, accommodation or family care expenses by us.

If an employee is approached as a suitable candidate for a Rehabilitation Plan and refuses such assistance, Disability Benefits will not be payable until the employee agrees to participate in our rehabilitation efforts.

A Rehabilitation Plan is a written plan designed to enable the Employee to return to work. It can consist of educational, vocational, physical rehabilitation or other services as well as work including modified and part time work.

Return to Work Incentive Benefit

To enable employees to return to work on a limited-duty or part-time basis while receiving Disability Benefits under this plan, a Work Incentive Benefit has been included.

Disabled employees who return to work in a limited capacity while receiving Disability Benefits may continue to receive benefits. During the first 24 months that monthly benefits are payable, benefits would only be reduced to the extent necessary to ensure that the combination of this plan's benefit, work earnings and Other Income Benefits do not exceed 100% of the individual's pre-disability Covered Earnings. After 24 months, Disability Benefits are reduced by 50% of work earnings.

If an employee returns to work while benefits are payable, but is not performing to the level of his or her Optimum Ability in that position -- as determined by independent medical specialists qualified to make such an evaluation -- the benefits payable under this plan will be reduced by the difference between what the employee actually earns, and what he or she would be earning if working to the level considered by those specialists to be the employee's Optimum Ability (if applicable).

Work Incentive Benefits are payable for the Maximum Benefit Period or until the employee no longer qualifies for these benefits.

Survivor Benefit

This benefit provides important support for surviving family members if a disabled employee dies. It helps bridge the financial gap that can follow a disabled employee's death, when Disability Benefits normally stop.

When death occurs while the disabled employee has been receiving long term Disability Benefits, we pay an amount equal to the last Disability Benefit payable for a full month plus the amount of any Disability Earnings by which the benefit had been reduced for that month for a preset number of monthly benefits all in one lump sum payment. Please see the Proposal Summary for the period you have selected.

We pay the benefit to the employee's children in equal shares if there is no living spouse or to the employee's estate if there is no spouse or children.

Temporary Layoff

Temporary Layoff means a temporary suspension of Active Service for a period of time determined in advance by the Employer, other than a Furlough as defined. Temporary Layoff does not include the permanent termination of Active Service (including but not limited to a job elimination), which shall be treated as termination of employment.

Termination of Disability Benefits

Benefits will end on the earliest of the following dates:

KEY DEFINITIONS AND PROVISIONS

- the date an Employee earns more than the percentage of his or her Indexed Covered Earnings which is used to determine if an Employee is Disabled
- the date the Insurance Company determines an Employee is not Disabled
- the end of the Maximum Benefit Period
- the date an Employee dies
- the date the Employee is no longer receiving Appropriate Care
- the date the Employee refuses to cooperate with us in the administration of the claim
- the date the Employee refuses to participate in rehabilitation efforts as required by the Insurance Company

RESOLUTION 2010-301

Whereas, the City provides long term disability insurance to employees as prescribed in labor agreements and as authorized by the City of Grand Island Personnel Rules; and

WHEREAS, the City of Grand Island advertised a request for proposal for its Long Term Disability Insurance benefits; and

WHEREAS, a Committee consisting of members of the Human Resources Department, the Finance Department, and the Attorney/Purchasing Agent met and reviewed proposals for vendor selection; and

WHEREAS, Strong Financial Resources, Inc. of Aurora brought in the proposal by CIGNA Group Insurance that best met the criteria used to evaluate the companies as well as the most competitive pricing; and

WHEREAS, The cost for Long Term Disability Insurance benefits will be .18 per \$100 of wages; and

WHEREAS, the proposed rate is guaranteed for a three year contract period; and

WHEREAS, the contract will commence on December 1, 2010 and will renew annually through November 30, 2013;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Long term Disability Insurance contract with CIGNA Group Insurance is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 22, 2010	☐ City Attorney



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G14

**#2010-302 - Approving Amendment to Library Personnel FTE
Budget Allocation**

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: October 26, 2010

Subject: Approving Amendment to Library Personnel FTE Budget Allocation

Item #'s: G-14

Presenter(s): Steve Fosselman, Library Director

Background

Librarian Merry von Seggern will be retiring at the end of October and so the Grand Island Public Library has undertaken a review of the best means to fill this opening. The library has concluded that hiring within the Library Assistant I & II line of the Library Personnel FTE Budget Allocation will be more cost-effective and better suits library service needs at this time. This change doesn't increase the library's total FTE's, but since the city Human Resources Department derives its authority in advertising positions from the City Council-approved budget which includes specific allocations for library personnel classifications, an amendment to the Library Personnel FTE Budget Allocation is necessary.

Discussion

This changes the Library Personnel FTE Budget Allocation as follows:

<u>Personnel Classification</u>	<u>Budgeted</u>	<u>Revised</u>	<u>Net Change</u>
Librarian I & II	4.00 FTE	3.00 FTE	- 1.00 FTE
Library Assistant I & II	13.2787 FTE	14.2787 FTE	+ 1.00 FTE

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve this amendment to the Library Personnel FTE Budget Allocation.

Sample Motion

Move to approve this amendment to the Library Personnel FTE Budget Allocation.

RESOLUTION 2010-302

WHEREAS, the Grand Island Public Library has undertaken a review of the best means to fill an employment opening due to the retirement of a Librarian I and has concluded that hiring within the Library Assistant I/II line of the Library Personnel FTE Budget Allocation will be more cost-effective and better suits library service needs at this time; and

WHEREAS, this change doesn't increase the library's total FTE's, but involves changes to classification allocations within the library's FTE budget; and

WHEREAS, the city Human Resources Department derives its authority in advertising positions from the City Council-approved budget which includes specific allocations for library personnel classifications; and

WHEREAS, an amendment to the Library Personnel FTE Budget Allocation is necessary to allow for a net reduction of 1.00 FTE in the Librarian I and II classifications and a net increase of 1.00 FTE in the Library Assistant I and II classifications.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Council approves this amendment to the Library Personnel FTE Budget Allocation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 22, 2010	☐ City Attorney



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G15

**#2010-303 - Approving Certificate of Final Completion and
Scheduling the Board of Equalization for Sidewalk District No. 1,
2007**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 26, 2010

Subject: Approving Certificate of Final Completion and
Scheduling the Board of Equalization for Sidewalk
District No. 1, 2007

Item #'s: G-15

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

Background

The contract in the amount of \$25,345.50 for Sidewalk District No. 1, 2007 was awarded to Galvan Construction, Inc. of Grand Island, Nebraska on December 2, 2008. Work commenced on April 9, 2009 and was completed on October 13, 2010.

Discussion

Sidewalk District No. 1, 2007 was completed in accordance with the terms, conditions, and stipulations of the contract, plans and the specifications. The original contract amount was based on installing sidewalk along twenty-one (21) properties. Nine (9) of the property owners took the responsibility of installing the sidewalks themselves and Ordinance No. 9278 removed two (2) properties, thus the project was completed at a lesser amount than what the contract was for. The project was completed at a construction price of \$12,557.37. Total cost of the project, including Engineering Services of \$1,255.74, is \$13,813.11.

The costs for this project will be assessed to the adjacent properties. The payments are spread over seven (7) years at 7% simple interest. The first payment of principle only at 1/7th of the assessment is due 10 days after filing of the ordinance from the Board of Equalization. The City has had multiple correspondences with the property owners and will send a reminder letter advising them that the BOE is scheduled for November 23, 2010 and the first payment will be due shortly after.

Below is a list of the properties that were included in Sidewalk District No. 1, 2007 and whether the property owner or City installed the sidewalks under the district –

507 E 13 th St	City installed
511 E 13 th St	City installed
515 E 13 th St	Owner installed
412 E 14 th St	Owner installed
424 E 14 th St	City installed
504 E 14 th St	City installed
507 E 14 th St	City installed
519 E 14 th St	Removed from District
523 E 14 th St	Removed from District
304 E 16 th St	Owner installed
667 Bischeld St	City installed
2224 S Blaine St	Owner installed
2226 S Blaine St	Owner installed
2305 S Blaine St	Owner installed
2315 S Blaine St	Owner installed
2409 S Blaine St	Owner installed
2410 S Blaine St	Owner installed
4177 W Capital Ave	Owner installed
230 S Cherry St	Owner installed
234 S Cherry St	Owner installed
238 S Cherry St	Owner installed
246 S Cherry St	Owner installed
250 N Darr Ave	City installed
667 Groff St	Owner installed
706 Kennedy Dr	Owner installed
2104 W North Front St	City installed
2117 W North Front St	Owner installed
2123 W North Front St	Owner installed
414 N Oak St	Owner installed
2526 Pioneer Ave	Owner installed
359 S Plum St	City installed
828 Saint Paul Rd	Owner installed
930 Saint Paul Rd	City installed
1020 Saint Paul Rd	Owner installed
1804 N Webb Rd	Owner installed
1812 N Webb Rd	Owner installed
1816 N Webb Rd	Owner installed

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for Sidewalk District No. 1, 2007 and set the Board of Equalization date of November 23, 2010.

Sample Motion

Move to approve the Certificate of Final Completion and Set the Board of Equalization for Sidewalk District No. 1, 2007.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Sidewalk District No. 1, 2007
CITY OF GRAND ISLAND, NEBRASKA
October 26, 2010

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

This is to certify that Sidewalk District No. 1, 2007 has been fully completed by Galvan Construction, Inc. of Grand Island, Nebraska under the contract dated December 2, 2008. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as City Engineer/Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Sidewalk District No. 1, 2007

<u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>	<u>Unit</u>	<u>Total</u> <u>Quantity</u>	<u>Total</u> <u>Cost</u>
1.	4" PCC Sidewalk	\$3.05	s.f.	4,117.17	\$12,557.37

TOTAL CONSTRUCTION COST – SIDEWALK DISTRICT NO. 1, 2007 **\$12,557.37**

LESS AMOUNT PREVIOUSLY PAID CONTRACTOR **\$12,244.44**

BALANCE DUE CONTRACTOR THIS FINAL PAYMENT **\$ 312.93**

Engineering Costs \$ 1,255.74

TOTAL COST OF SIDEWALK DISTRICT NO. 1, 2007 **\$13,813.11**

Amount Assessable to Property Owners \$13,813.11

Respectfully submitted,

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

I hereby recommend that the Engineer's Certificate of Final Completion for Sidewalk District No. 1, 2007 be approved and that the costs of City Engineering be credited to Account No. 10033001.74516 from Account No. 40033535.90072 in the amount of \$1,255.74.

I further recommend that the City Council sit as a Board of Equalization on November 23, 2010 to determine benefits and levy special assessments.

Respectfully submitted,

Margaret Hornady
Mayor

RESOLUTION 2010-303

WHEREAS, the City Engineer/Public Works Director of the City of Grand Island has issued a Certificate of Final Completion for Sidewalk District No. 1, 2007, certifying that Galvan Construction, Inc. of Grand Island, Nebraska, under contract dated December 2, 2008, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the certificate of final completion for Sidewalk District No. 1, 2007; and

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

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

1. The City Engineer/Public Works Director's Certificate of Final Completion for Sidewalk District No. 1, 2007, is hereby confirmed.
2. The costs of City Engineering be credited to Account No. 10033001.74516 from Account No. 40033535.90072 in the amount of \$1,255.74.
3. The City Council will sit as a Board of Equalization on November 23, 2010 to determine benefits and set assessments for Sidewalk District No. 1, 2007.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 22, 2010	☐ City Attorney



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item G16

**#2010-304 - Approving Certificate of Final Completion for Sod at
the Veterans Athletic Field Complex**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: October 26, 2010

Subject: Certificate of Final Completion-Furnishing and Installation of Sod at the Veterans Athletic Field Complex

Item #'s: G-16

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

Background

A contract was entered into with Tilley Sprinkler Systems of Grand Island on September 29, 2010 for furnishing and installing of sod at the Veterans Athletic Complex.

Discussion

All work associated with this contract has been completed and it is appropriate at this time to close out the contract.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the certificate of final completion and make final payment to Tilley Sprinkler Systems of Grand Island in the amount of \$46,629.00.

Sample Motion

Move to close out the contract with Tilley Sprinkler Systems of Grand Island and make final payment in the amount of \$46,629.00 to Tilley Sprinkler Systems of Grand Island

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

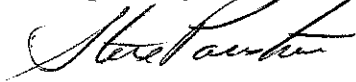
**FURNISHING AND INSTALLATION OF SOD
VETERANS ATHLETIC FIELD COMPLEX**

**CITY OF GRAND ISLAND, NEBRASKA
OCTOBER 26, 2010**

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

This is to certify that the Furnishing and Installation of Sod at the new Veterans Athletic Field Complex has been fully completed by **Tilley Sprinkler Systems** from Grand Island, NE under contract dated **September 29, 2010**. All other work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by the Parks and Recreation Director in accordance with the provisions of the terms of the above said contract.

Respectfully submitted,



Steve Paustian
Parks & Recreation Director

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

I hereby recommend that the Certificate of Final Completion and Acceptance be approved and warrants issued from the 40044450-90122 to **Tilley Sprinkler Systems** in the final payment amount of **\$46,629.00**.

Respectfully submitted,

Margaret Hornady
Mayor

RESOLUTION 2010-304

WHEREAS, the Parks and Recreation Director of the City of Grand Island has issued his Certificate of Final Completion for the Furnishing and Installation of Sod at the new Veterans Athletic Field Complex, certifying that Tilley Sprinkler Systems of Grand Island, NE, under contract dated September 29, 2010, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Parks and Recreation Director recommends the acceptance of the final completion; and

WHEREAS, the Mayor concurs in the Parks and Recreation Director's recommendation.

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

1. The Parks and Recreation Director's Certificate of Final Completion for Furnishing and Installation of Sod at the new Veterans Athletic Field Complex is hereby confirmed.
2. That a warrant be issued from account #40044450-90122 in the total amount of \$46,629.00 payable to Tilley Sprinkler Systems for the final amount due the contractor.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 22, 2010	☐ City Attorney



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item H1

**Approving Request from Brett Klanecky, 310 Cody Road, St.
Libory, Nebraska for Liquor Manager Designation for Pizza Hut,
1608 South Locust Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 26, 2010

Subject: Request from Brett Klanecky, 310 Cody Road, St. Libory, Nebraska for Liquor Manager Designation for Pizza Hut, 1608 South Locust Street

Item #'s: H-1

Presenter(s): RaNae Edwards, City Clerk

Background

Brett Klanecky, 310 Cody Road, St. Libory, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "A-31060" Liquor License for Pizza Hut, 1608 South Locust Street.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

The Police Department objects to Brett Klanecky being the liquor manager at Pizza Hut due to his recent alcohol related convictions, failing to disclose other convictions and barely being of the legal drinking age.

Alternatives

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

1. Approve the request.
2. Forward the request with no recommendation.
3. Take no action on the request.

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

Sample Motion

Move to deny the request from Brett Klanecky, 310 Cody Road, St. Libory, Nebraska for Liquor Manager Designation in conjunction with the Class "A-31060" Liquor License for Pizza Hut, 1608 South Locust Street due to his recent alcohol related convictions, failing to disclose other convictions and barely being of the legal drinking age.

10/12/10
14:27

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 13:12:22 10/08/2010
Occurred before : 13:12:22 10/08/2010
When reported : 13:12:22 10/08/2010
Date disposition declared : 10/08/2010
Incident number : L10101070
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 1608 Locust St S
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 13856
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

= = = = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	98211	10/08/10	Pizza Hut,	Business Involved
NM	131319	10/08/10	Klanecky, Brett T	Proposed Manager

LAW INCIDENT CIRCUMSTANCES:

Se Circu Circumstance code : Miscellaneous

1 LT21 Restaurant

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor Manager Application from Brett Klanecky at Pizza Hut South.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

10/12/10 Grand Island Police Department
14:27 LAW INCIDENT TABLE

450
Page: 2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	12:56:22 10/12/2010

318

Grand Island Police Department
Supplemental Report

Date, Time: Tue Oct 12 13:00:40 CDT 2010
Reporting Officer: Vitera
Unit- CID

Brett Klanecky is 22 years old. He disclosed that he has an MIP conviction in 2008 and 2006. He disclosed no other convictions. I checked Brett through NCJIS and found that he was also convicted of maintaining a disorderly house in Lincoln. The charge came two days after his 20th birthday. He also failed to disclose four other traffic convictions.

I called Brett and spoke to him over the phone. He advised that he hasn't gotten into trouble since he turned 21. Brett asked if he should provide references. I told him that I would call a past supervisor that he listed on the application.

I spoke to Justin Jones who supervised Brett at Raising Canes in Lincoln which is a restaurant that specializes in chicken and does not serve alcohol. Justin said that Brett was good employee who was always on time for work and worked extra hours when asked. He also said that Brett got along well with the management team. He said it was tough losing Brett. Since Raising Cane doesn't sell alcohol, Justin said he has no idea how Brett would handle that situation.

The combination of Brett barely being legal drinking age, having recent alcohol related convictions, and failing to disclose other convictions makes it difficult to recommend him for being a liquor manager. At this time, the GIPD objects to Brett Klanecky being the liquor manager at Pizza Hut.



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item I1

#2010-305 - Approving Request from Casey's Retail Company dba Casey's General Store #2903, 3428 West Capital Avenue for a Class "B" Liquor License and Liquor Manager Designation for Tina Krings, 1009 Milan Drive #7, Norfolk, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-305

WHEREAS, an application was filed by Casey's Retail Company doing business as Casey's General Store #2903, 3428 West Capital Avenue for a Class "B" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on October 16, 2010; such publication cost being \$15.18; and

WHEREAS, a public hearing was held on October 26, 2010 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Tina Krings, 1009 Milan Drive #7, Norfolk, Nebraska as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 22, 2010	☐ City Attorney



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item I2

#2010-306 - Approving Resolution in Support of Amendment No. 1

Staff Contact: Mayor Hornady

Council Agenda Memo

From: Mayor Margaret Hornady

Meeting: October 26, 2010

Subject: Approving Resolution in Support of Amendment No. 1

Item #'s: I-2

Presenter(s): Mayor Margaret Hornady

Background

On March 26, 2010, the Nebraska State Legislature voted to place Amendment 1 (LR 297CA) on the ballot at the November 2010 General Election. If approved by the voters Amendment 1 would amend Article XIII, Section 2 of our state constitution to allow the Legislature to grant municipalities more flexibility in funding sources for LB 840 plans to fund local economic or industrial projects and programs.

LB 840 funds are used to promote job retention, create better jobs, develop diversified local economies and develop a broader tax base for cities and villages to reduce pressure on local property tax payers.

The voters of the City of Grand Island approved the economic development program at a Special Election held May 6, 2003. The City of Grand Island approved and adopted an Economic Development Program on July 22, 2003 in conformity with Neb. Rev. Statute §18-2710.

Discussion

If passed by the voters of the State of Nebraska at the General Election on November 2, 2010, Amendment 1 would authorize the Legislature to allow municipalities to use funds (in addition to those raised from property taxes and local option sales tax) derived from “any other general tax levied by the city or village or generated from municipally owned utilities or grants, donations, or state and federal funds received by the city or village subject to any restrictions of the grantor, donor, or state or federal law”. Without increasing taxes this amendment simply broadens the funding sources available for municipalities to use in funding LB 840 plans.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Resolution #2010-306 in support of passage of Amendment 1.

Sample Motion

Move to approve Resolution 2010-306.

RESOLUTION 2010-306

WHEREAS, on March 26, 2010, the Legislature voted 47-0 to place Amendment 1 (LR 297CA) on the ballot at the November 2010 General Election; and

WHEREAS, if passed by voters this November, Amendment 1 would amend Article XIII, Section 2 of our state constitution to allow the Legislature to grant municipalities more flexibility in funding sources for LB 840 plans which fund local economic or industrial projects and programs, subject to a local vote of the people; and

WHEREAS, LB 840 plans approved by voters in 53 municipalities have already resulted in successful economic and industrial projects and programs to help promote job retention, create thousands of better jobs, develop a more diversified local economy as well as develop a broader tax base for cities and villages to reduce pressure on local property tax payers; and

WHEREAS, our state constitution currently authorizes the Legislature to allow LB 840 plans to be funded ONLY with property tax dollars and/or local option sales tax dollars, with local voter approval; and

WHEREAS, if passed by voters this November, Amendment 1 would authorize the Legislature to allow municipalities with voter approved LB 840 plans to use funds (in addition to those raised from property taxes and local option sales tax) derived from “any other general tax levied by the city or village or generated from municipally owned utilities or grants, donations, or state and federal funds received by the city or village subject to any restrictions of the grantor, donor, or state or federal law.”; and

WHEREAS, virtually all of the 53 municipalities with LB 840 plans obtained voter approval using some portion of their local option sales tax; and

WHEREAS, more flexibility in funding LB 840 plans is needed by municipalities across the state due to increasing pressure on property taxpayers, local budgets and local option sales tax dollars already committed to fund other important municipal services and programs; and

WHEREAS, if approved by voters at the General Election this November, the Legislature would have the authority to pass enabling legislation to allow municipalities to use sources of revenue listed in Amendment 1, in addition to property taxes and local option sales tax to fund LB 840 plans, with local voter approval; and

WHEREAS, once the Legislature passes enabling legislation, municipalities would then be able to submit proposals to obtain local voter approval for using any such additional sources of revenue to fund LB 840 plans; and

WHEREAS, a vote for Amendment 1 is a vote for LOCAL CONTROL and FLEXIBILITY in funding LB 840 plans with local voter approval for the retention and creation of jobs and businesses.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to support passage of Amendment 1 on the November 2010 ballot.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item I3

#2010-307 - Approving Interlocal Agreement with Nebraska First Class Cities for L200 Federal Transportation Funding

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 26, 2010

Subject: Approving Interlocal Agreement with Nebraska First Class Cities for L200 Federal Transportation Funding

Item #'s: I-3

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

Background

The City of Grand Island has been a recipient of approximately \$900,000 of annual federal transportation funds (L200 funding category), these funds do not include safety projects, safe routes to school projects or transportation enhancement projects such as trails or downtown lighting, bridges, etc. The Nebraska Department of Roads (NDOR) allocated the L200 funds to Grand Island and the other first class cities based on a long time formula that included factors such as lane miles of streets, population, etc. The NDOR kept a running total of dollars of a community's L200 federal transportation funds. This would allow a community to build up funds for a large project.

The Federal Highway Administration (FHWA) has advised the NDOR that federal transportation funds have to be obligated to a project before the federal fiscal year ends on September 30th of each year.

Federal Transportation funds are considered "obligated" to a project when the plans, specifications and estimate (PS&E) package was approved and the project was ready to be advertised for bids.

If, as a group, the first class cities were unable to obligate all of the funds available for the first class cities, the NDOR would use the unobligated dollars on a state federal aid project. The NDOR would allow first class cities to keep the funds "in the bank" of sorts to be used in a subsequent year.

The NDOR uses State Transportation funds to provide the flexibility needed in balancing the system and avoid the lapse of any federal funds. The state funds available for the state's transportation program are not keeping pace with the needs, thereby no longer

allowing the flexibility to keep running balances in the individual accounts of first class cities.

Discussion

The proposed system joins together the first class cities across Nebraska through an inter-local agreement. The Nebraska League of Municipalities (NLM) will assist with management of the inter-local agreement. The NDOR has agreed to keep track of a pro-rata funding system that approximates the current system. The cities of the first class will work through the inter-local agreement to submit a list of projects based on readiness and local priorities.

A quick summary of the proposed inter-local agreement is as follows:

- Participants will present eligible projects list to NDOR
- Projects shall be prioritized so available funds can be utilized
- Prioritization shall match pro-rata distribution of funding to the maximum extent possible
 - pro-rat distribution will not take precedence over ensuring that funds don't lapse
- Participants will hold meeting to determine procedures
- A method of determining who serves as the City's representative will be part of procedures
- Procedures can include an Executive Committee
- Representatives will meet at least 4 times annually

Attached for City Council reference is a memo dated September 29, 2010 from Lash Chaffin that provides more details on the process. A copy of the proposed inter-local agreement is also attached.

Alternatives

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

1. **Move to approve** – Public Works & City Administration believe that the inter-local agreement for L200 federal transportation funds will benefit any first class city that has a system in place to manage the projects. Working with Public Works Director/City Engineer, Steve Riehle; the recent hires of Terry Brown as Manager of Engineering Services; and Scott Griepenstroh as Project Manager will significantly increase Grand Island's ability to manage federal transportation projects.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue – Public Works Administration recommends against taking no action on the agreement. If the City does not enter into the

inter-local agreement, we will be required to spend our approximately \$900,000 of L200 funds each year. We will lose flexibility, the ability to build up funds and lose whatever portion of the \$900,000 we don't get obligated each year.

Recommendation

Public Works Administration recommends that the Council approve the City entering into the inter-local agreement with Nebraska First Class Cities for L200 federal transportation funding.

Sample Motion

Move to approve the City entering into the inter-local agreement.



UTILITIES SECTION

AN ASSOCIATION OF MUNICIPAL WATER,
ELECTRIC, GAS AND SEWER DEPARTMENTS

TO: Municipal Clerk: Please distribute immediately to All Elected Officials
Administrator/Manager City Attorney, Public Works Superintendent, Street
Superintendent, and Federal Highway Project Responsible Charge Designee.

FROM: Lash Chaffin, Utilities Section Director

DATE: September 29, 2010

RE: Federal Transportation Funding Interlocal Agreement

Enclosed is a final draft of the City of the First Class Federal Transportation Funding Interlocal Agreement. This incorporates all of the suggestions made when the draft was sent to you in August. If you want to continue to participate in the L200 funding program, it is imperative that your City work cooperatively with the other Cities of the First Class so that we can ensure that this funding is still locally controlled. Please adopt this Interlocal at your earliest opportunity, and we will then schedule a meeting of the Interlocal group and the appropriate staff from the Department of Roads so that they can help outline your tasks for the next few years. Please send an executed copy of the Interlocal to our office at 1335 L Street, Lincoln, NE 68508.

HISTORY. A couple months ago, many of the Cities of the First Class not in a Transportation Management Area participated in a Nebraska Department of Roads webinar where it was shared that for many of the last few years, these Cities of the First Class have not had enough projects brought forward to spend the amount of money allocated to their funding class for a particular year. The result of this is that some funding allocated for local City of the First Class priorities has been and will be spent on State of Nebraska priority projects rather than City of the First Class priorities. The Department of Roads has made an effort to fund State priority projects that are actually in Cities of the First Class, but this was a courtesy that they extended to their City of the First Class partners since this was not actually required under federal law.

There was much discussion about the reasons that Cities of the First Class were unable to successfully get projects in the queue, and efforts will continue to remedy some of these delays. However, in addition to the delays associated with environmental documents etc., it is becoming clear that both the Department of Roads and the Cities of the First Class have historically treated the L200 Federal Transportation Funding Category as a pro-rata allocation. In fact, the federal law is simply an annual allocation to the ENTIRE funding category as a collective, and requires that the allocation be spent in that year. Not every State uses a pro-rata allocation method. In Nebraska, some cities have just been waiting for a pro-rata share of funding to build up so that they can do a big project. On its face, waiting to fund a project seems like a worthy policy choice. But, if too many cities wait for enough money to be available for a project, then there are not enough projects to meet the spending requirements in an individual year then the funding goes away unless the Department of Roads can spend it on other projects.

So, the overwhelming consensus was that this was unacceptable, and that the Cities of the First Class had to take a bigger role in their own funding destiny. Hopefully, through this Interlocal Agreement, and the accompanying cooperative discussions, the Cities of the First Class will be able to submit to the Department of Roads a project priority list based on readiness and local priorities. Every City that I have talked to would like to like to develop a system to approximate the current pro-rata system as closely as possible.

The Department of Roads will be willing to keep track of pro-rata funding credits so that the Representatives can create a list of priority projects that approximates the current system. Also, the Department had stated that they will not fund projects that are not part of the Interlocal Agreement priority list.

If you have any questions, please feel free to give me a call.

NEBRASKA CITY OF THE FIRST CLASS FEDERAL HIGHWAY TRANSPORTATION FUNDING AGREEMENT

PURPOSE

The NEBRASKA CITY OF THE FIRST CLASS FEDERAL HIGHWAY TRANSPORTATION FUNDING AGREEMENT is hereby established to ensure that Cities of the First Class in the State of Nebraska maximize federal funding opportunities for transportation projects at the local level.

PARTIES

This Agreement (“Agreement”) is entered into by, **CITY OF GRAND ISLAND**, that by the signatures on duplicate original copies of this Agreement has consented to the terms of this Agreement. Any City that has signed this Agreement and submitted a copy to the League of Nebraska Municipalities located at 1335 L Street, Lincoln, NE, is a party to this Agreement. Eligible participants shall be limited to any City of the First Class in the State of Nebraska that is eligible for federal surface transportation funding in the L200 funding category, or a substantially similar category that may go by a different title. Cities of the First Class located in a Transportation Management Area are not eligible for L200 funding at this time.

EXECUTION OF AGREEMENT PURPOSES

- Participants in this Agreement shall annually, or more often as needed, prepare a list of transportation projects eligible for L200 federal funding. This list shall then be presented to the Department of Roads for their consideration.
- The list shall include prioritization of projects to guarantee that projects are available in the proper funding years so that available L200 funds can be utilized to the maximum extent possible in Cities eligible for L200 funding.
- To the maximum extent possible, the prioritization of projects shall reflect a pro-rata distribution of funding over a period of multiple years. However, in no event shall the consideration of pro-rata funding take precedence over ensuring that projects are available in the proper funding year so that available L200 funds can be utilized to the maximum extent possible in Cities eligible for L200 funding.
- Upon execution of this Agreement by 15 Cities of the First Class eligible for

Federal Funding in the L200 category, those Cities shall hold a meeting to determine procedures to carry out the purposes outlined in this agreement.

- Such procedures shall include a method of determining who shall serve as the City's representative to the Interlocal Agreement.
- Such procedures can include the election of an executive committee that includes persons with expertise in determining when projects can be processed through the Department of Roads system.

The Representatives of this Agreement shall meet at least 4 times annually with the Department of Roads staff to discuss issues associated with the preparation of the priority list. One of those meetings shall be in association with the League of Nebraska Municipalities Utilities Section Annual Conference and shall include training on issues associated with L200 Funding.

EXPENSES

All participants to this Agreement shall be responsible for their own expenses related to the execution of this Agreement.

GOVERNANCE AND VOTING

The NEBRASKA CITY OF THE FIRST CLASS FEDERAL HIGHWAY TRANSPORTATION FUNDING AGREEMENT shall be governed by a Board of one representative from each participating City. On an annual basis, each participating City shall be responsible for communicating to the League of Nebraska Municipalities the name of its Representative. The representative from each City shall be entitled to one vote on matters before the Board. The Board shall adopt procedures for alternate representatives.

FUNDING AND PROPERTY OWNERSHIP

The NEBRASKA CITY OF THE FIRST CLASS FEDERAL HIGHWAY TRANSPORTATION FUNDING AGREEMENT shall not collect dues, taxes or any type of revenue from the participating Cities. The NEBRASKA CITY OF THE FIRST CLASS FEDERAL HIGHWAY TRANSPORTATION FUNDING AGREEMENT shall not own property.

TERM AND DURATION

This Agreement shall become effective as to each party on the date such party executes the Agreement and shall continue in force and remain binding until said party terminates the agreement. Termination of participation in this Agreement by a party shall not affect the continued operation of this Agreement between and among the remaining parties. This agreement shall remain effective until January 31, 2059.

TERMINATION

Any Party may at any time by written resolution or notice given to the administrator to decline to participate in the provision of mutual aid. The party shall give written notice of termination of participation in this Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the Participating City listed here, as a Participating City duly executes this Agreement this _____ day of _____, 2010.

CITY OF GRAND ISLAND

Name of City

Mayor

RESOLUTION 2010-307

WHEREAS, the Federal Highway Administration (FHWA) has advised the Nebraska Department of Roads (NDOR) that federal transportation funds (L200 funding category) have to be obligated to a project before the federal fiscal year ends on September 30th of each year; and

WHEREAS, the NDOR will allow First Class cities to enter into an inter-local agreement and keep funds accrue funds for subsequent years; and

WHEREAS, the City of Grand Island is considered a First Class city and eligible to enter into the inter-local agreement with other First Class cities to prioritize L200 projects; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the inter-local agreement with the First Class cities in the State of Nebraska for the L200 Federal Transportation funding is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item I4

#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)

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: October 26, 2010

Subject: 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)

Item #'s: I-4

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

Background

According to Nebraska State Statutes a public hearing was held on this matter at the October 12, 2010 council meeting.

The council agenda for the October 12th meeting included a council memo and a resolution, but did not include the real estate transfer statement or the 1992 inter-local agreement that provided for the City to accept the ROW. The council agenda item to approve the acquisition of the Locust Street Right-Of-Way was postponed from the October 12th meeting to the October 26th meeting in order to allow council to review the inter-local agreement.

An April 6, 1992 Inter-local agreement between the City of Grand Island, Hall County, the Nebraska Department of Roads and the Federal Highway Administration detailed obligations of the State, County and City regarding the construction of a new Locust Street I-80 Interchange and upgrading Locust Street to a 4-lane roadway. The agreement provided that upon completion of Hall County's improvements and construction obligations, the 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. The agreement provides that the City will accept the rights and obligations to the road including operation and maintenance.

The FHWA, NDOR, County and City have all spent money under the terms of this agreement, which indicate acceptance of the terms of the agreement. If the property is not accepted and the property remains with the county, unauthorized taxpayer monies have been spent on a county road.

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. The real estate transfer statement and 1992 inter-local agreement are attached for reference

Details of the 1992 Inter-local agreement are summarized below:

1. The agreement continues through annexation of the Right-Of-Way till no longer used as a public road.
2. Administration of the agreement is delegated to the Grand Island Department of Public Works.
3. The agreement is to cause construction, operation and maintenance of the roadway as well as define responsibility.
4. Requires the County and City to adopt and maintain budgets to fund obligations.
5. Termination of the agreement requires mutual consent of all parties.
6. Grand Island Public Works Director is the appointed administrator.
7. The State is to design, construct, operate and maintain the interchange. The state will also accept title to the lands acquired for the interchange ramps that was purchased by the County and City.
8. The County is to design and construct Locust Street to one-half of a 4-lane facility. The county is also to acquire ROW, mitigate wetlands and convey lands for the ramps to the State and for Locust Street to the City.
9. The City is to accept the rights to Locust Street and operate & maintain the roadway. The city also is to expand the roadway to a 4-lane facility as soon as reasonably possible after average daily traffic counts exceed 6,000.
 - a. The traffic counts for the section of Locust Street between the south City Limits and the I-80 interchange have not yet reached this threshold.
 - b. The city takes traffic counts on Locust Street between Schimmer Road and the Wood River Floodway (South City Limits) as shown below.

Year	Vehicles Per Day
2003	1,250
2004	1,878
2005	4,607
2006	5,020
2007	5,318
2008	5,467
2009	4,948
2010	8,031*

*The 2010 traffic counts were taken on Monday, May 3, 2010. The 2010 counts show an increase of over 60% from 2009. Other counts in this area were also higher in May and we believe that can be attributed to increased construction activity.

10. The road cannot be vacated with first offering to relinquish it to the county.
 - a. A review of notes in the project files mentioned that the inter-local agreement provided for the city to annex Locust Street because construction of a 4-lane roadway would qualify the segment of Locust Street between Interstate 80 and the City as a Link and the State did not want to add roadway mileage to their system.
11. Further agreement of Parties
 - a. The County is to transfer and the city is to accept the road without additional compensation.
 - b. The city agrees to assume responsibility and authority for planning, designating, financing, establishing, constructing, improving, maintaining, using, altering, relocating, regulating, or vacating the road. If the road became part of the State highway system, the responsibility regarding ownership, control, maintenance and operation of Locust Street remains with the City.
 - c. The City is to fund expansion of the roadway to a 4-lane facility.
 - d. The city assumes liability and indemnifies other parties.

Since the City would be taking over operation and maintenance of this section of Locust Street, Public Works Administration will bring forward a resolution for council consideration at a future meeting to refer the property to the RPC for possible annexation of the Locust Street 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. Public Works Administration recommends against taking no action because the agreement involves multiple entities such as Hall County, the NDOR and the FHWA and could jeopardize future projects and federal transportation funds.

Recommendation

Public Works Administration recommends that the Council 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. The City legally obligated itself to this agreement. The County, City, NDOR, and FHWA have all spent considerable funds to meet obligations of the agreement. The federal transportation funds expended to date as well as future federal transportation funds could be jeopardized if the terms of the agreement are not followed.

Sample Motion

Move to approve the acquisition.

INTER-LOCAL COOPERATION AGREEMENT
FOR THE CONSTRUCTION OF AN I-80 INTERCHANGE
AND THE IMPROVEMENT OF SOUTH LOCUST STREET

Pursuant to Neb. Rev. Stat., Chapter 13, Article 8, and Neb. Rev. Stat. § 39-1336 et seq., this Inter-Local Cooperation Agreement is entered into by, between, and among the State of Nebraska, Department of Roads (State), the County of Hall (County), and the City of Grand Island (City), all being agencies as defined by Neb. Rev. Stat. § 13-803 this 6 day of April, 1992.

1. DURATION

This agreement shall continue after that portion of South Locust Street in Hall County, Nebraska, hereinafter "the road," which is located between U.S. Highway 34 and the southernmost terminus of the exit ramps to the proposed Interstate 80 interchange, shall be annexed into the City of Grand Island and until the road shall no longer be used as a public highway.

2. SEPARATE LEGAL OR ADMINISTRATIVE ENTITY; DELEGATION

There shall be no separate legal or administrative entity created by this Inter-Local Cooperation Agreement. Administration of this agreement is delegated to the Grand Island Department of Public Works.

3. PURPOSE

The purpose of this agreement shall be as follows:

- a. To cause the construction, operation and maintenance of an I-80 interchange at the intersection of I-80 with the road in Hall County, Nebraska.

AUG 20 2

b. To cause the improvement of the road as a two-lane facility to a standard that will allow it to be used as one-half of a proposed four-lane facility, to improve the road by the acquisition of sufficient right-of-way to permit construction of a four-lane facility, and to provide wetlands mitigation as part of the improvement of the existing two-lane facility so as to permit construction of the proposed four-lane facility without further wetlands mitigation.

c. To provide and define responsibility for the survey, ownership, management, improvement, establishment, maintenance, operation and construction of the road from and after completion of the following improvements thereto:

- (i) Design of construction plans;
- (ii) Acquisition of sufficient right-of-way to permit construction of a four-lane facility connecting U.S. Highway 34 and Interstate 80;
- (iii) Improvement of the existing two-lane facility of said portion of South Locust Street to a standard that will allow it to be used as one-half of the proposed four-lane facility; and
- (iv) The provision of wetlands mitigation as part of the improvement of the existing two-lane facility so as to permit construction of the proposed four-lane facility without further wetlands mitigation.

d. To allocate responsibilities among the parties hereto.

4. MANNER OF FINANCING AND MAINTAINING A BUDGET

The County and the City shall adopt and maintain appropriations and budgets as required by law to fund their obligations under this agreement.

5. TERMINATION

This agreement shall remain in effect and be in force as hereinbefore provided. Termination prior to that time shall require the mutual consent of all parties. If the Environmental Impact Statement determines that the project as a whole is not feasible, or that the improvement of the facility to a four-lane roadway is not feasible, this agreement shall terminate upon the request of any one party.

6. ADMINISTRATOR

The Director of Grand Island Department of Public Works is hereby appointed administrator for this cooperative undertaking.

7. OBLIGATION OF THE STATE

The State, at its sole expense, will design, construct, operate and maintain a highway interchange at the location of the intersection of I-80 and the road in Hall County, Nebraska, including ramps connecting to the road, which construction shall not commence until after the completion of the obligations of the County and the City set forth in this agreement. The State will accept title to lands acquired for the interstate ramps and construct the said ramps thereon.

8. OBLIGATION OF THE COUNTY

The County, at its sole expense, will design or cause the design of all plans necessary for the construction of the road and construct the same to a standard that will allow its use as one-half of a four-lane facility. Further, the County will acquire sufficient right-of-way to permit construction of a four-lane road and interchange ramps, will

provide wetlands mitigation as part of the improvement of the existing two-lane facility that would allow construction of the proposed four-lane road without further wetlands mitigation, and convey the lands acquired for ramps to the State and the road to the City of Grand Island.

9. OBLIGATION TO THE CITY

The City, at its sole expense, will provide surveys necessary for preparing design plans for the road. Upon the completion of the improvement of the road as a two-lane facility, the City will accept rights and obligations the parties may have to the road as provided herein and shall operate and maintain the same. Further, the City agrees to expand the road to a four-lane facility at its sole expense, as soon as reasonably possible after motor traffic meets or exceeds an average daily traffic count of 6,000.

10. MANNER OF DISPOSING OF PROPERTY

It is understood and agreed that all property acquired or held pursuant to paragraph 8 above is intended to become a part of the public right-of-way and shall be held in the name of the County until transferred to the City and State as herein provided. At any future time, after construction, property shall be disposed of in accordance with the laws applicable to public right-of-way. Proceeds of any such disposal shall be and remain the property of the party disposing of same. Neither the road nor any fragment or segment thereof shall be abandoned or vacated by the City without first offering in writing to relinquish the road or the fragment or segment thereof to the County.

11. FURTHER AGREEMENT OF PARTIES

It is further understood and agreed by and between the parties hereto as follows:

a. Upon completion of the improvements stated in paragraph 3 c.(i), (ii), (iii) and (iv) above, the County shall transfer to the City and the City shall accept all right and obligations the County may have in and to the road without additional consideration.

b. Upon transfer of the road as provided above, the City agrees to assume sole responsibility and authority for the planning, designating, financing, establishing, constructing, improving, maintaining, using, altering, relocating, regulating or vacating the road, including any duty that the State may have now or in the future, pursuant to Neb. Rev. Stat. §39-2105 (Reissue 1988). In the event that the road becomes part of the State highway system, the responsibility of the City regarding ownership, control, maintenance and operation of the road shall remain as herein stated.

c. The City agrees to provide all funds necessary for expansion of the road to a four-lane facility and to construct the four-lane facility as soon as reasonably possible after the average daily traffic count on the road reaches 6,000, as measured or determined by State traffic counts. Funding for such expansion may be from local, State or federal sources available to the City.

d. The City agrees to assume all legal liability arising from the design, maintenance, control, operation, establishment, and construction of the road conveyed to it, as provided above, including the portion thereafter improved, and to indemnify the other parties

hereto as to any claims arising therefrom or from any responsibility arising out of or concerning the road.

e. All parties agree to take no future action inconsistent with the terms and conditions of this agreement and to defend against any attempt to declare this agreement invalid.



3/24/92

CITY OF GRAND ISLAND, a
municipal corporation of
the State of Nebraska

By: Ernest L. Dobesh

Ernest L. Dobesh
Mayor

Attest:

Muritta F. Czaplewski
Muritta F. Czaplewski
City Clerk

COUNTY OF HALL, a political
subdivision of the State of
Nebraska

By: Margaret Landis

Margaret Landis
Chairperson

Attest:

Marjorie Haubold
Marjorie Haubold, Clerk

EXECUTED by the State this 6th day of April, 1992.

EXAMINED AND RECOMMENDED

BY: John J. Perry

DATE: 4/27/92

STATE OF NEBRASKA

DEPARTMENT OF ROADS, a
public agency of the State
of Nebraska

By: Allan L. Abbott

Allan L. Abbott
Director-State Engineer

6.

A H 9202

F.H.W.A. NEBRASKA DIVISION OFFICE

APPROVED

FOR DIVISION ADMINISTRATOR

DATE: 4/27/92

TO BE FILED
WITH REGISTER
OF DEEDS

Real Estate Transfer Statement

• Read instructions on reverse side

FORM
521

THE DEED WILL NOT BE RECORDED UNLESS THIS STATEMENT IS SIGNED AND ITEMS 1-25 ARE ACCURATELY COMPLETED

1 County Name HALL - 40	2 County Number	3 Date of Sale Mo. 09 Day 28 Yr. 2010	4 Date of Deed Mo. 09 Day 28 Yr. 2010
5 Grantor's Name, Address, and Telephone (Please Print) Grantor's Name (Seller) County of Hall, Nebraska Street or Other Mailing Address 121 S. Pine City Grand Island State NE Zip Code 68801 Telephone Number (308) 385-5080		6 Grantee's Name, Address, and Telephone (Please Print) Grantee's Name (Buyer) City of Grand Island, Nebraska Street or Other Mailing Address 100 E. 1st City Grand Island State NE Zip Code 68801 Telephone Number (308) 385-5444	

7 PROPERTY CLASSIFICATION NUMBER. Check one box in categories A and B. Check C also if property is mobile home.						
(A) Status		(B) Property Type		(C)		
(1) <input type="checkbox"/> Improved	(1) <input type="checkbox"/> Single Family	(4) <input type="checkbox"/> Industrial	(6) <input type="checkbox"/> Recreational	(8) <input type="checkbox"/> Mineral Interests-Producing	(9) <input type="checkbox"/> State Assessed	(1) <input type="checkbox"/> Mobile Home
(2) <input checked="" type="checkbox"/> Unimproved	(2) <input type="checkbox"/> Multi-Family	(5) <input type="checkbox"/> Agricultural	(7) <input type="checkbox"/> Mineral Interests-Nonproducing		(10) <input checked="" type="checkbox"/> Exempt	
(3) <input type="checkbox"/> IOLL	(3) <input type="checkbox"/> Commercial					
8 Type of Deed		9 1031 Exchange? (was transfer an IRS like-kind exchange)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<input type="checkbox"/> Warranty	<input type="checkbox"/> Corrective	<input type="checkbox"/> Land Contract	<input type="checkbox"/> Personal Rep.	<input type="checkbox"/> Bill of Sale		
<input checked="" type="checkbox"/> Quit Claim	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Executor	<input type="checkbox"/> Mineral	<input type="checkbox"/> Cemetery		
	<input type="checkbox"/> Conservator	<input type="checkbox"/> Partition	<input type="checkbox"/> Trust	<input type="checkbox"/> Other		
10 Type of Transfer		11 Ownership Transferred in Full? (if No, explain division)		12 Was real estate purchased for same use? (if No, state intended use)		
<input type="checkbox"/> Sale	<input type="checkbox"/> Gift	<input type="checkbox"/> Foreclosure	<input type="checkbox"/> Revocable Trust	<input type="checkbox"/> Court Decree	<input type="checkbox"/> Satisfaction of Contract	
<input type="checkbox"/> Auction	<input type="checkbox"/> Exchange	<input type="checkbox"/> Life Estate	<input type="checkbox"/> Irrevocable Trust	<input type="checkbox"/> Partition	<input checked="" type="checkbox"/> Other (explain) <u>Inter-Local Agreement</u>	
13 Was transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (if Yes, check appropriate box)		14 What is the current market value of the real property?		15 Was mortgage assumed? If Yes, state amount and interest rate.		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> Spouse	<input type="checkbox"/> Parents and Child	<input type="checkbox"/> Family Corporation, Partnership or LLC	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ _____ %	
	<input type="checkbox"/> Grandparents and Grandchild	<input type="checkbox"/> Brothers and Sisters	<input type="checkbox"/> Aunt or Uncle to Niece or Nephew			
16 Does this conveyance divide a current parcel of land?		17 Was transfer through a real estate agent? (if Yes, name of agent)		18 Address of Property		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			South Locust Street between Grand Island city limits & Interstate 80, Hall County, Nebraska		
19 Name and Address of Person to Whom Tax Statement Should be Sent		20 Legal Description		21 If agricultural, list total number of acres		
Exempt		See Attachment				

20 Legal Description

See Attachment

21 If agricultural, list total number of acres

22 Total purchase price, including any liabilities assumed	22	\$	0.00
23 Was nonreal property included in purchase? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (if Yes, enter amount and attach itemized list)	23	\$	
24 Adjusted purchase price paid for real estate (line 22 minus line 23)	24	\$	0.00

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete and correct, and that I am duly authorized to sign this statement.

25 City of Grand Island, Nebraska by Margaret Hornady	(308) 385-5444
Print or Type Name of Grantee or Authorized Representative	Telephone Number
Signature of Grantee or Authorized Representative	Title
	Date

REGISTER OF DEEDS' USE ONLY				FOR NDR USE ONLY
26 Date Deed Recorded	27 Value of Stamp or Exempt Number	28 Deed Book	29 Deed Page	30
Mo. _____ Day _____ Yr. _____	\$ _____			



INSTRUCTIONS

The Register of Deeds shall not accept a deed for recording unless items 1 through 25 are properly completed and this statement is signed.

WHO MUST FILE. Any grantee, or the grantee's authorized representative, who has a deed to real property recorded must file this statement. A land contract or memorandum of contract requires a completed transfer statement, which will be exempt from the documentary stamp tax until the deed is presented for recording.

WHEN AND WHERE TO FILE. This statement must be filed with the Register of Deeds when the deed or land contract or memorandum of contract is presented for recording.

SPECIFIC INSTRUCTIONS GRANTEE (BUYER)

ITEM 1. Indicate county where property is located. If located in more than one county, indicate county where transfer is being filed.

ITEM 4. The date of the deed is the date on which it was signed by the grantor unless otherwise specified in the deed.

ITEMS 5 AND 6. Enter the complete name, address, and telephone number. Business addresses should be used for business organizations such as corporations, trusts, and partnerships.

ITEM 7. Indicate the type of property being transferred. Mark only one box in categories A and B. Mark C only if property is a mobile home. IOLL means improvement on leased land.

ITEM 8. The type of deed includes, but is not limited to: tax, warranty, quit claim, partition, mineral, sheriff, cemetery, trustee, correction, land contract, and bill of sale conveying realty or tenements.

ITEM 9. Check appropriate box to indicate whether the transfer is a like-kind exchange under Internal Revenue Code Section 1031.

ITEM 11. Check the appropriate box to indicate what property interests were retained or transferred. If the box marked "NO" is checked, explain.

ITEM 12. A purchase for the same use would mean a purchase with the same intended use of the property. Examples of change in use are a vacant lot becoming a cemetery or an agricultural lot becoming a subdivision.

ITEM 13. Check the appropriate box to indicate if the transfer was between relatives. A relative is a seller related to the buyer by blood or marriage.

ITEM 14. Indicate the current market value of the real property. Current market value is the purchase price which would be paid for the real property purchased, based upon a sale between a willing buyer and a willing seller in the ordinary course of trade made at the time of registering this deed.

ITEM 15. Check the box marked "YES" if the buyer assumed a mortgage as part of the purchase price, and indicate the amount and interest rate. If no mortgage was assumed, check the box marked "NO."

ITEM 16. If this transfer subdivides the subject property into two or more parcels, check the box marked "YES." If this transfer does not subdivide or split the property, check the box marked "NO."

ITEM 20. The legal description can be found in your deed or abstract of the real property.

ITEM 21. Indicate the total number of acres included if the transfer was of agricultural or horticultural land.

ITEM 22. Enter the total purchase price or consideration paid or to be paid, including cash, mortgages, property traded, assumed liabilities, leases, easements, and personal property purchased.

ITEM 23. Enter the total dollar value of items which are included in the total purchase price but are not considered a part of the real property. If none, check the box marked "NO" and enter zero.

AUTHORIZED SIGNATURE. This statement must be signed and dated by the grantee or the grantee's authorized representative.

REGISTER OF DEEDS

The Register of Deeds shall not record the deed if items 1 through 25 on this statement have not been completed or the statement has not been signed by the grantee or authorized representative.

The Register of Deeds shall complete items 26 through 29 at the time the deed is recorded.

The Register of Deeds shall forward this statement to the assessor when items 1 through 29 are complete.

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 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 26, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item J1

Approving Payment of Claims for the Period of October 13, 2010 through October 26, 2010

The Claims for the period of October 13, 2010 through October 26, 2010 for a total amount of \$4,225,959.80. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item J2

Approving Payment of Claims for the Period of October 13, 2010 through October 26, 2010 for the Veterans Athletic Field Complex

The Claims for the Veterans Athletic Field Complex for the period of October 13, 2010 through October 26, 2010 for the following requisition.

#28 \$13,404.77

A MOTION is in order.

Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 28

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>
City of Grand Island	PO Box 1968 Grand Island, NE 68802-1968	13,340.35	Installation of conduit system
The Grand Island Independent	PO Box 1208 Grand Island, NE 68802-1208	64.42	Advertisement of bid for sod

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 15 day of October,
2010.

CITY OF GRAND ISLAND,
NEBRASKA, as Owner

By Mary Jane Brown
Owner Representative

Schedule of Bills

Vendor		Description	
Org	Object	Name/Number	
40044450	90027	MISCELLANEOUS PARK PROJECTS	
	1	8501 MASTER PITCHING MACHINE	PITCHING MACHINE
	1	8506 SCHOOL OUTFITTERS	DOUBLE SIDED READING COUCH
90122		ATHLETIC COMPLEX	
	1	92 CITY OF GRAND ISLAND-UTILITIES	INSTALL CONDUIT SYSTEM
	1	214 THE GRAND ISLAND INDEPENDENT	SEP 2010 AD BILL

Invoice	PQ #	WO#	Check #	Amount
101179	23555		159476	13,882.80
INV1667442	23559		159539	528.99
202-56020-7			159369	13,340.35
10SEP10022600			159420	64.42

40044450 Org Total 27,816.56

COPY

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13,340.35 +
64.42 +

002

13,404.77 *

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

MERCHANDISE BILLING:

ACCOUNT NUMBER: 202-56020-7
BILLING DATE: 9/30/2010
SERVICE DATE: 9/17/2010

CITY OF GRAND ISLAND PARKS DEPT
G I VETERANS ATHLETIC SPORT COMPLEX
CITY HALL
PO BOX 1968
GRAND ISLAND NE 68802

WORK ORDER # 6299

COST FOR INSTALLATION OF CONDUIT SYSTEM AT
THE GRAND ISLAND VETERANS ATHLETIC SPORTS
COMPLEX - 2820 N BROADWELL AVE.

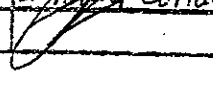
MATERIAL NON TAXABLE AMOUNT	5,902.50
LABOR AND OVERHEAD NON TAXABLE AMOUNT	7,437.85

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

TOTAL AMOUNT DUE

13,340.35

Vendor #

PO#	N/A		
Vendor #	92		
Invoice #	202-56020-7 9/30/10		
Description	Install Conduit System		
Approved by		Date	10-4-10
Org-obj#	40044450-90122	Amount	13,340.35

Vendor Number

214

0.*

Vendor Name

GRAND ISLAND INDEPENDENT

Remittance Address

PO BOX 1208
GRAND ISLAND NE 68802

12.95+
11.84+
9.84+
15.18+
16.08+
20.76+
13.84+
12.50+
10.05+
12.73+
21.65+
14.73+
10.95+
15.18+
518.57+
33.75+
32.86+
20.31+

803.77*

543.40+

54.28+

60.99+

✓ 658.67*

173.78+

106.24+

44.94+

35.99+

61.04+

421.99*

64.64+

71.59+

136.23*

0.*

Clerk 803.77+

PW 658.67+

Finance 421.99+

HR 10.50+

Utilities 136.23+

Parks 64.42+

2,095.58*

Org - Obj#

Amount

Approval (please initialed)

10011301-85419

\$803.77

RME

40044450-90122

64.42

JP

53030001-85416

115.27

SPR

27010001-85240

743.40

SPR

52081295-93000

136.23

AWP

10011801-85419

10.50

JP

10011401-85419

421.99

MB

018

Clerk

003

PW

005

Finance

002

Utilities

006

TOTAL: \$2,095.58

Against

CITY OF GRAND ISLAND

For:

Invoice: 10SEP10022600

Description: SEP 2010 BILL



BILLING DATE		TERMS OF PAYMENT	
09/26/10		DUE BY THE 25TH	
ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
10022600		CITY OF GRAND ISLAND	
SALESPERSON NAME		TOTAL AMOUNT DUE	
Terri Trejo - Classified		4,424.00	
CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS
2,384.42	2,039.58	.00	0.00

ACCOUNT NAME AND ADDRESS	2045.58 REMITTANCE ADDRESS
CITY OF GRAND ISLAND Attn: CITY CLERK PO BOX 1968 GRAND ISLAND NE 68802-1968	THE GRAND ISLAND INDEPENDENT P.O. BOX 1208 GRAND ISLAND, NE 68802-1208

TO ENSURE PROPER CREDIT, PLEASE RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	TYPE	ORDER #	PUBLICATION	DESCRIPTION	SIZE	AMOUNT	
08/29/10	BBF			Balance Brought Forward		2,039.58	
	INV	20088295	Grand Island Independent	Parking District #1 Affidavit 08/21/10-09/04/10	PW Finance 440	543.40	✓ 270 Fund Public Works
	INV	20088739	Grand Island Independent	Edwin Bolanos Conditional Use Permit Affidavit 09/04/10	Clerk 20	12.95	✓
	INV	20089485	Grand Island Independent	cc mtg 9/14 Affidavit 09/08/10	Clerk 22	11.84	✓
	INV	20089486	Grand Island Independent	cc mtg 9/28 Affidavit 09/22/10	Clerk 22	9.84	✓
	INV	20089740	Grand Island Independent	The Village Third Subdivision Zoning Affidavit 09/04/10	Clerk 25	15.18	✓
	INV	20089746	Grand Island Independent	Kimbrough Easement Affidavit 09/08/10	Clerk 27	16.08	✓
	INV	20089748	Grand Island Independent	Utility Easements - Habitat & Irvine CITY OF GRAND IS Affidavit 09/08/10	Clerk 33	20.76	✓
	INV	20089763	Grand Island Independent	Island Landhandlers Conditional Use Permit Affidavit 09/04/10	Clerk 22	13.84	✓
	INV	20089962	Grand Island Independent	Citizens' Review Committee Affidavit 09/08/10	Clerk 19	12.50	✓
	INV	20090131	Grand Island Independent	Ordinance No. 9266 Ordinance No. 9266 was passed and approve Annexation - Lake Heritage 2nd Sub. Affidavit 08/30/10	Clerk 18	10.05	✓
	INV	20090133	Grand Island Independent	Tokyo Station Liquor License Affidavit 09/04/10	Clerk 24	12.73	✓



BILLING DATE		TERMS OF PAYMENT	
09/26/10		DUE BY THE 25TH	
ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
10022600		CITY OF GRAND ISLAND	
SALESPERSON NAME		TOTAL AMOUNT DUE	
Terri Trejo - Classified		4,424.00	
CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS
-2,384.42	2,039.58	.00	0.00

ACCOUNT NAME AND ADDRESS	2095.58 REMITTANCE ADDRESS
CITY OF GRAND ISLAND Attn: CITY CLERK PO BOX 1968 GRAND ISLAND NE 68802-1968	THE GRAND ISLAND INDEPENDENT P.O. BOX 1208 GRAND ISLAND, NE 68802-1208

TO ENSURE PROPER CREDIT, PLEASE RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	TYPE	ORDER #	PUBLICATION	DESCRIPTION	SIZE	AMOUNT
	INV	20090448	Grand Island Independent	Easement for Mader's Affidavit 09/08/10	Clerk 35	21.65 ✓
	INV	20091078	Grand Island Independent	Tiki Lounge Liquor License Affidavit 09/18/10	Clerk 24	14.73 ✓
	INV	20091630	Grand Island Independent	BUDGET SUMMARY Affidavit 09/06/10	Finance 3X4.500	173.78
	INV	20091634	Grand Island Independent	Budget Summary/CRA Affidavit 09/06/10	Finance CRA 3X4.000	155.36 <i>Cathy E will pay out of CRA Fund</i>
	INV	20091677	Grand Island Independent	Tax Request/CRA Affidavit 09/06/10	CRA 4X2.000	106.24
	INV	20091680	Grand Island Independent	Tax Request/City Affidavit 09/06/10	Finance 4X2.000	106.24
	INV	20091765	Grand Island Independent	Ordinance No. 9268 Ordinance No. 9268 was passed and approve <i>Salary Ordinance</i> Affidavit 09/05/10	HR 19	10.50
	INV	20092305	Grand Island Independent	FOAMING ROOT CONTROL CHEMICAL Affidavit Bold 09/09/10	PW 99	54.28 ✓
	INV	20092322	Grand Island Independent	ONE (1) TRUCK MOUNTED ROOT FOAMING CONTROL Affidavit Bold 09/09/10	PW 114	60.99 ✓
	INV	20093115	Grand Island Independent	Study Session for 9/21/10 Affidavit 09/15/10	Clerk 20	10.95 ✓
	INV	20093306	Grand Island Independent	CRC Semi-Annual Report	Clerk	15.18 ✓

The Grand Island
Independent
on your time.

BILLING DATE		TERMS OF PAYMENT	
09/26/10		DUE BY THE 25TH	
ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
10022600		CITY OF GRAND ISLAND	
SALESPERSON NAME		TOTAL AMOUNT DUE	
Terri Trejo - Classified		4,424.00	
CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS
-2,384.42	2,039.58	.00	0.00

ACCOUNT NAME AND ADDRESS	2095.58 REMITTANCE ADDRESS
CITY OF GRAND ISLAND Attn: CITY CLERK PO BOX 1968 GRAND ISLAND NE 68802-1968	THE GRAND ISLAND INDEPENDENT P.O. BOX 1208 GRAND ISLAND, NE 68802-1208

TO ENSURE PROPER CREDIT, PLEASE RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	TYPE	ORDER #	PUBLICATION	DESCRIPTION	SIZE	AMOUNT
	INV	20093520	Grand Island Independent	Affidavit 09/18/10 min & claims 8/24 OFFICIAL PROCEEDINGS CITY OF GRAND ISLAND	25 Clerk	518.57 ✓
	INV	20093579	Grand Island Independent	Affidavit 09/19/10 sp mtg mins 8/31	1,155 Clerk	33.75 ✓
	INV	20093581	Grand Island Independent	Affidavit 09/19/10 ORDINANCE NO. 9269 An ordinance known as "The Annual Appropr	71 Finance	44.94
	INV	20093585	Grand Island Independent	Affidavit 09/20/10 ORDINANCE NO. 9270 An ordinance to amend Chapter 13 of the G	96 Finance	35.99
	INV	20093586	Grand Island Independent	Affidavit 09/20/10 Ordinance No. 9271 Ordinance No. 9271 was passed and approve BID #4	76 Finance	7.81
	INV	20093587	Grand Island Independent	Affidavit 09/20/10 Ordinance No. 9272 Ordinance No. 9272 was passed and approve BID #6	13 Finance	7.81
	INV	20093588	Grand Island Independent	Affidavit 09/20/10 Ordinance No. 9273 Ordinance No. 9273 was passed and approve BID #7	13 Finance	5.81
	INV	20093589	Grand Island Independent	Affidavit 09/20/10 Ordinance No. 9274 Ordinance No. 9274 was passed and approve BID #8	13 Finance	5.81
	INV	20093591	Grand Island Independent	Affidavit 09/20/10 ORDINANCE NO. 9275 An ordinance to amend Chapter 15 of the G	132 Finance	61.04
	INV	20093592	Grand Island Independent	Affidavit 09/20/10 ORDINANCE NO. 9276 An ordinance rezoning a certain tract of	132 Clerk	32.86 ✓

Cathy E will
pay out of
BID for

TO ENSURE PROPER CREDIT, PLEASE RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	TYPE	ORDER #	PUBLICATION	DESCRIPTION	SIZE	AMOUNT
	INV	20093737	Grand Island Independent	Affidavit 09/20/10 Boiler Fan Motor-Advertisement Affidavit Bold 09/18/10	69 <i>Utilities</i> 111	64.64 ✓
	INV	20093940	Grand Island Independent	ADVERTISEMENT TO BIDDERS FOR INSTALLATION AND PURCHASE OF SO Affidavit Bold 09/18/10	<i>Parks</i> 120	64.42 ✓
	INV	20094586	Grand Island Independent	Tree Trimming Contract 2011-TT-1 Affidavit Bold 09/24/10	<i>Utilities</i> 131	71.59 ✓
	INV	20094782	Grand Island Independent	Leetch & Wiltgen Utility EasementsCITY OF GRAND ISLAND NOTIC Affidavit 09/23/10	<i>Chert</i> 32	20.31 ✓

INVOICE #092610

BILLING PERIOD 9 (08/30/10-09/26/10)

PAYMENT DUE BY 10/25/10

INVOICE/STATEMENT OF ACCOUNT

The Grand Island
Independent
on your time.

422 W 1st St.
Grand Island, NE 68802-1208
Phone: 308-382-1000
Fax : 308-381-9431

IF YOU HAVE ANY QUESTIONS PLEASE CALL.
THANK YOU FOR ADVERTISING WITH US.

1.33% Monthly Finance Charge On amounts Over 30 Days

CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS
<i>2,815.58</i> 2,384.42	2,039.58	.00	0.00
ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
10022600		CITY OF GRAND ISLAND	
BILLING DATE		PLEASE PAY THIS AMOUNT	
09/26/10		4,424.00	



City of Grand Island

Tuesday, October 26, 2010

Council Session

Item J3

Approving Payment of Claims for the Period of September 29, 2010 through October 26, 2010 for the State Fair Recreation Building

The Claims for the Period of September 29, 2010 through October 26, 2010 for the State Fair Recreational Building for the following requisition:

#31 \$ 1,050.00

#32 \$211,030.00

TOTAL: \$212,080.00

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 031

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

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Midwest Floor Covering, Inc.	3725 Touzalin Ave. Lincoln, NE 68507	\$1,050.00	Set 14 RH moisture tests in the concrete floor and retrieve readings

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

1. All of the provisions of the Lease and the Escrow Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.

2. The payments to be made to the payees set forth above are for costs of construction and/or acquisition of the Project (as defined in the Escrow Agreement) described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid. Any amounts to be reimbursed to the Lessee are for advances made by the Lessee from its own funds not earlier than May 1, 2009.

3. All of Lessee's representations, covenants and warranties contained in the Lease and the Certificate with Respect to Tax Matters (the "Tax Certificate") were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request, and the Lessee has fully and satisfactorily performed all of its covenants, representations and obligations to date required under the Lease, the Escrow Agreement and the Tax Certificate. No Default Event has occurred under the Lease.

4. The Lessee understands that the Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

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

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

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

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

7. Lessee attaches hereto the following items:

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

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

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Jane Deegan
Title: Finance Director
Date: 10/7/10

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


Authorized Officer

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

Midwest Floor Covering, Inc.

3725 Touzalin Ave.

Lincoln, NE 68507

(402) 466-5626 Fax (402) 466-6291

Invoice

DATE	INVOICE #
9/28/2010	9763

BILL TO:

City of Grand Island
Parks & Recreation Department
PO Box 1968
Grand Island, NE 68802-1968

TERMS

Net 30

DESCRIPTION	AMOUNT
Project: Grand Island Fieldhouse - Fonner Park - RH Moisture Testing MFC Job #3054	
Cost to set 14 RH moisture tests in the concrete floor including return trip to retrieve readings	1,050.00
Thank you	Total \$1,050.00

Steve Paustian

From: James Sorgenfrei, P.E. [jsorgenfrei@gsinetwork.com]
Sent: Wednesday, September 22, 2010 3:06 PM
To: Steve Paustian
Subject: Relative Humidity Testing

Hi, Steve.

We are looking at \$165.00 per test. We can drill the holes and get the sleeves set while we are waiting for the equipment to be shipped.


Thanks,

$$165.00 \times 14 = 2,310$$

James

JAMES SORGENFREI, P.E.
Project Engineer, Vice President
Geotechnical Services, Inc.

Tel: 308.381.1987
Fax: 308.381.2467
Cell: 308.380.3129
E-mail: jsorgenfrei@gsinetwork.com
Web: www.gsinetwork.com

 Right-click here to download pictures. To help protect your privacy, Outlook prevented automatic download of this picture from the Internet.

2960 North Diers Avenue
Grand Island, Nebraska 68803

**Geotechnical Engineering . Environmental
Construction Materials Testing . Drilling**

Due to the potential for information exchanged by electronic media to deteriorate, or to be damaged, lost, or unintentionally modified, or to be otherwise changed, use of this electronic data by anyone other than the entity to which it is addressed shall be at the sole risk of such user and without liability or legal exposure to Geotechnical Services, Inc. The recipient is responsible for verifying the accuracy of data against governing hard copy documentation. Recipient assumes all risks in the changing or modification of data and revisions or updating of hard copy documents.

MIDWEST FLOOR COVERING, INC.

COMMERCIAL FLOORING CONTRACTORS

Lincoln Office

3725 Touzalin Ave. ~ Lincoln, NE 68507
402/466-5626 ~ Fax 402/466-6291

Omaha Office

10913 Harrison ~ LaVista, NE 68128
402/827-3535 ~ Fax 402/827-3536

Request For Proposal Response

DATE: 9-23-10
TO: Steve Paustian
FROM: Joe Swanson
PROJECT: Grand Island Field House
SUBJECT: RH Moisture Testing

To Set 14 RH moisture tests: Add (+) \$1050.00

- Includes Trip to set tests and trip to read tests next day
- Moisture tests utilized are the Wagner Rapid RH 4.0
- Test Installation Procedures
 - o Drill 14 holes 40% through the full slab depth
 - o Clean the holes out and insert the Wagner Smart Sensor
 - o Smart Sensor stays in floor and we use the Wagner Easy Reader to take our RH readings from the Smart Sensor.

If you wish to proceed please provide a change order or a new purchase order for the moisture testing and we will proceed as quickly as possible to complete this.

We will need you to provide the slab thickness information so we can get our proper depth to place the Wagner Smart Sensor.

TAX I.D. #
91-1774697

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 032

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

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
All Sports Enterprises, Inc.	89 South Village Ave Exton, PA 19341	\$211,030.00	Installation of artificial turf

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

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

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

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

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

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

7. Lessee attaches hereto the following items:

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

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

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Joa Simon
Title: Finance Director
Date: 10/19/10

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

Bradley T. Bell
Authorized Officer

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

ALL SPORTS ENTERPRISES, INC.*"WHEN WE'RE DONE, YOU'RE PLAYIN"***INVOICE**

89 SOUTH VILLAGE AVE.
 EXTON, PA 19341
 Phone: 800-524-1158
 Fax: 610-524-4105

INVOICE #558
DATE: OCTOBER 1, 2010

TO:

CITY OF GRAND ISLAND
 CITY HALL
 100 EAST FIRST STREET
 GRAND ISLAND, NEBRASKA 68802

PROJECT

PORTABLE ARTIFICIAL TURF

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	TERMS
JOE FERRY				Due on receipt

DESCRIPTION	TOTAL
CONTRACT: \$211,030.00	
INSTALLATION OF ARTIFICIAL TURF	211,030.00

Voucher #

PO #	
Vendor #	
Invoice #	558
Description	Installation of artificial turf
Approved by	JM
Org-obj#	
Date	10-13-10
Amount	211,030.00

Wells Fargo Escrow Acct.

SUBTOTAL	211,030.00
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE	211,030.00

make all checks payable to **ALL SPORTS ENTERPRISES, INC.**

If you have any questions concerning this invoice, contact – JOE FERRY or LINDA DEXTER @ 800-524-1158

Thank you for your business!