
City of Grand Island



Tuesday, November 23, 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, November 23, 2010

Council Session

Item C1

Presentation of National Citizen Survey

Enhanced communication with the public should always be an objective of City government, and the City of Grand Island continues to pursue that objective through measures such as the new website and the citizen relationship management system that was added to our website.

Soliciting feedback from the public is critical, but difficult to do in a practical and comprehensive way. For a couple of years, an effort has been underway to identify a tool and a process to conduct a survey of citizens to obtain feedback on the performance of City programs as well as with attitudes on strengths and weakness of the community. We have recently completed a research and review process that has resulted in the selection of the National Citizen Survey (NCS) as the process to use to launch this program. The NCS is affiliated with the International City/County Management Association, and it provides an affordable and scientific approach.

The information obtained from the survey will be useful in many areas, including program performance measurement and the budget. Assistant to the City Administrator, Shannon Oster, will present an overview of the National Citizen Survey.

Staff Contact: Jeff Pederson



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item D1

**#2010-BE-6 - Consideration of Determining Benefits and Levy
Special Assessments 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: November 23, 2010

Subject: Consideration of Determining Benefits and Levy Special Assessments for Sidewalk District No. 1, 2007

Item #'s: D-1 & F-2

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

Background

The Certificate of Final Completion for Sidewalk District No. 1, 2007 was approved by the council on October 26, 2010, with November 23, 2010 set as the date for Council to sit as the Board of Equalization. The contract for Sidewalk District No. 1, 2007 was awarded to Galvan Construction, Inc. of Grand Island, Nebraska on December 2, 2008. Work on the project was completed at a construction price of \$12,898.97. Total cost of the project, including engineering services of \$1,289.90, was \$14,188.87. All work has been completed and special assessments have been calculated for the District.

Discussion

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 sent a reminder letter advising them that the BOE is scheduled for November 23, 2010 and the first payment will be due shortly after.

The total assessed amount per property is dependent upon the amount of sidewalk installed by the City's contractor. The attached spreadsheet shows the assessment per property.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council meet as the Board of Equalization to determine benefits and pass an ordinance to levy Special Assessments to individual properties.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for Sidewalk District No. 1, 2007.

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for Sidewalk District No. 1, 2007.

Sidewalk District No. 1, 2007-Final Assessments

10/19/2010

Owner & Address	Legal	Mailing Address	S.F.	Construction Cost	Total Assessment w/ 10% Engineering
Tim C Plate 359 S Plum St	The North Fifty-Four (54) Feet of Lot Twenty Two (22), in Block One (1), in Koehler Place an addition to the City of Grand Island, Hall County, Nebraska and also a certain part of Lot Twenty Two (22) in Block One (1), Koehler Place as originally platted, more particularly described in warranty deed recorded as Document No. 97-104819	C/O Woods Bros. Realty 620 N Webb Rd Grand Island, NE 68803	225.80	\$ 688.69	\$ 757.56
Burlington Northern & Santa Fe / The Railway Co. 930 N Saint Paul Rd	Lot 5, Nabob Subdivision	PO Box 961089 Ft Worth, TX 76161	977.60	\$ 2,981.68	\$ 3,279.85
Paul T & Peggy L Meyer 507 E 13th St	Lot 4, Block 65, Wheeler & Bennett's 2nd Addition	7021 Wood River Rd Alda, NE 68810	146.40	\$ 446.52	\$ 491.17
Noe Octavio Ayala & Ofelia Leticia Ayala 511 E 13th St	Lot 3, Block 65, Wheeler & Bennett's 2nd Addition	same	126.60	\$ 386.13	\$ 424.74
JBH Enterprises LLC 504 E 14th St	Lot 6, Block 79, Wheeler & Bennett's 3rd Addition	PO Box 5551 Grand Island, NE 68802	826.00	\$ 2,519.30	\$ 2,771.23
Sharon Melsen 507 E 14th St	Lot 4, Block 66, Wheeler & Bennett's 2nd Addition	same	211.80	\$ 645.99	\$ 710.59
Martin & Rosa Alicia Bustamante 2104 W North Front St	Lot 1, Block 13, Packer & Barr's Addition	same	469.00	\$ 1,430.45	\$ 1,573.50
TR Holdings LLC - Timothy R Harris 250 N Darr Ave	Lot 4, and the South Six (6) feet of Lot Five (5), Block 20, Packer & Barr's 2nd Addition	2508 Cottonwood Rd Grand Island, NE 68801	452.80	\$ 1,381.04	\$ 1,519.14
Deborah A Butler 667 E Bischeld St	Lot 1, Block 9, Meves 1st Addition	same	578.57	\$ 1,764.64	\$ 1,941.10
Kozeny & McCubbin, L.C. - Erica Knapstein 424 E 14th St	Lot 10, Block 78, Wheeler & Bennett's 3rd Addition	12400 Olive Blvd, Ste 555 St Louis, MO 63141	214.60	\$ 654.53	\$ 719.99

Total-Sidewalk District No. 1, 2007

4,229.17

14,188.87

RESOLUTION 2010-BE-6

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sidewalk District No. 1, 2007, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$14,188.87; and

Such benefits are based on length of sidewalk installed at the adjacent property; and

According to the actual frontage of sidewalk installed adjacent to the respective lots, tracts, and real estate within such Sidewalk District No. 1, 2007, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Sidewalk District No. 1, 2007</u>		
Tim Plate	The North Fifty-Four (54) Feet of Lot Twenty Two (22), in Block One (1), In Koehler Place An addition to the City of Grand Island, Hall County, Nebraska and also a certain part of Lot Twenty Two (22) in Block One (1), Koehler Place as originally platted, more particularly described in warranty deed recorded as Document No. 97-104819	\$757.56
Burlington Northern & Santa Fe/ The Railway Co.	Lot 5, Nabob Subdivision	\$3,279.85
Paul T & Peggy L Meyer	Lot 4, Block 65, Wheeler & Bennett's 2 nd Addition	\$491.17
Noe Octavio Ayala & Ofelia Leticia Ayala	Lot 3, Block 65, Wheeler & Bennett's 2 nd Addition	\$424.74
JBH Enterprises LLC	Lot 6, Block 79, Wheeler & Bennett's 3 rd Addition	\$2,771.23
Sharon Melsen	Lot 4, Block 66, Wheeler & Bennett's 2 nd Addition	\$710.59
Martin & Rosa Alicia Bustamante	Lot 1, Block 13, Packer & Barr's Addition	\$1,573.50
TR Holdings LLC – Timothy R Harris	Lot 4, and the South Six (6) feet of Lot Five (5), Block 20, Packer & Barr's 2 nd Addition	\$1,519.14
Deborah A Butler	Lot 1, Block 9, Meves 1 st Addition	\$1,941.10
Kozeny & McCubbin, L.C. – Erica Knapstein	Lot 10, Block 78, Wheeler & Bennett's 3 rd Addition	\$719.99
TOTAL		\$14,188.87

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item E1

Public Hearing on Request from Paul Galles PR for a Conditional Use Permit for Off-Site Parking Lot for Grand Island Senior High School Located at 2104 North Custer Avenue

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: November 23, 2010

Subject: Request of Grand Island Public Schools for Approval of a Conditional Use Permit to Construct a Parking Lot at 2104 North Custer Street

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

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for the construction of a parking lot at the above referenced address. The property is currently zoned R-2 Low Density Residential and as such a parking lot is a listed conditional use if associated with a school and located within 300 feet of the principal building. Conditional uses as listed in the zoning code must be approved by the city council after a finding that the proposed use promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Discussion

This proposal is to construct a concrete parking lot on a residential zoned property west of Grand Island Senior High school. The property is located west of the school at the northwest corner of the intersection of Custer and College Streets. A dwelling is proposed to be removed to facilitate the construction and provide parking for the school.

Because the property is zoned R-2 the landscaping regulations provided in the City code are not required. I would suggest that as this property is in a predominantly residential neighborhood and the Council has the opportunity to provide conditions with the approval, that the landscaping requirements provided in section 36-102 of the City code be applicable with the construction of this parking lot. The landscape provisions in the City code would require a ten foot landscape buffer adjacent to the street and plantings of two canopy trees, two understory trees, and six shrubs, within the landscape buffer.

A second suggested condition is to restrict the vehicle ingress and egress to the parking lot from the alley adjacent to the west of the proposed parking lot, limiting potential traffic congestion at the intersection of Custer and College.

Alternatives

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

1. Approve the request for a conditional Use Permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or /Deny the request finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the request to meet the wishes of the Council.
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue

Recommendation

City Staff recommends that the Council approve the conditional use permit with the condition that landscaping is provided in compliance with section 36-102 of the zoning regulations and that vehicle access be restricted and accomplished from the adjacent alley, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.



Non-Refundable Fee: \$200.00
Return by: _____
Council Action on: _____

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Grand Island Public Schools
Parking Lot 132 x 93.5
2. The owner(s) of the described property is/are: Paul Galles, PR of Geraldine Galles,
Michael Galles, Paul Galles, Raymond Galles, Thomas Galles
3. The legal description of the property is: University Place Lts 13 & 15, Blk 16
4. The address of the property is: 2104 N. Custer
5. The zoning classification of the property is: R2
6. Existing improvements on the property is: 1920 1 story home worn out/badly worn
1 garage 576'
7. The duration of the proposed use is: perpetual
8. Plans for construction of permanent facility is: parking lot
9. The character of the immediate neighborhood is: single family homes - duplexes - school
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Grand Island Public Schools has agreed to purchase
2104 N. Custer contingent upon the City of Grand Island allowing
the property to be used for off-site parking for Grand Island
Senior High School.

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

10/29/10
Date

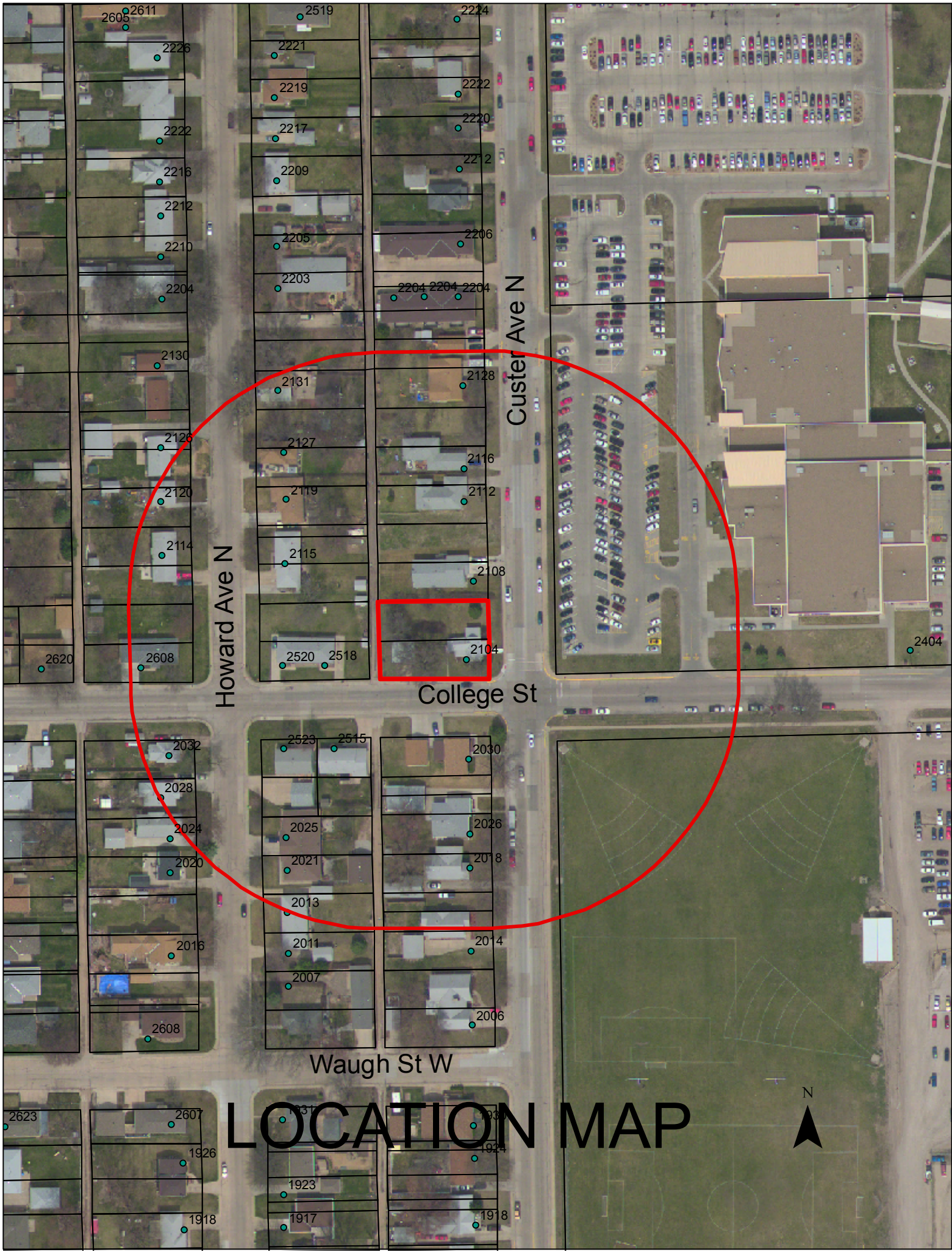
382-9078
Phone Number

Paul Galles PR
Owners(s)

1836 W 11TH AVE
Address

GRAND ISLAND NE
City State Zip

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



LOCATION MAP



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item E2

**Public Hearing Concerning Acquisition of Utility Easement - 3604
Faidley Avenue - Concord Development, LLC**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: November 23, 2010

Subject: Acquisition of Utility Easement – 3604 Faidley Avenue
Concord Development, LLC

Item #'s: E-2 & G-5

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Concord Development, LLC located through a part of Lot One (1), Crane Valley 7th Subdivision in the City of Grand Island, Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Concord Development is in the process of developing the area to provide eight apartment buildings. This easement will be used to provide a location for the primary electrical cable, conduit, and two pad-mounted transformers. Electrical service will come from those two locations within the easement described.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item E3

**Public Hearing Concerning Acquisition of Utility Easement - 3428
West Capital Avenue - Casey's Retail Company**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: November 23, 2010

Subject: Acquisition of Utility Easement – 3428 West Capital Avenue
- Casey's Retail Company

Item #'s: E-3 & G-6

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Casey's Retail Company, located along the north property line of the new Casey's Store located at 3428 West Capital Avenue (Capital Avenue and U.S. Highway 281), in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Casey's is in the process of constructing a new convenience store and gas station. This easement will be used to place primary electrical conduit, cable, and a pad-mounted transformer. This will provide electricity to the store.

Alternatives

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

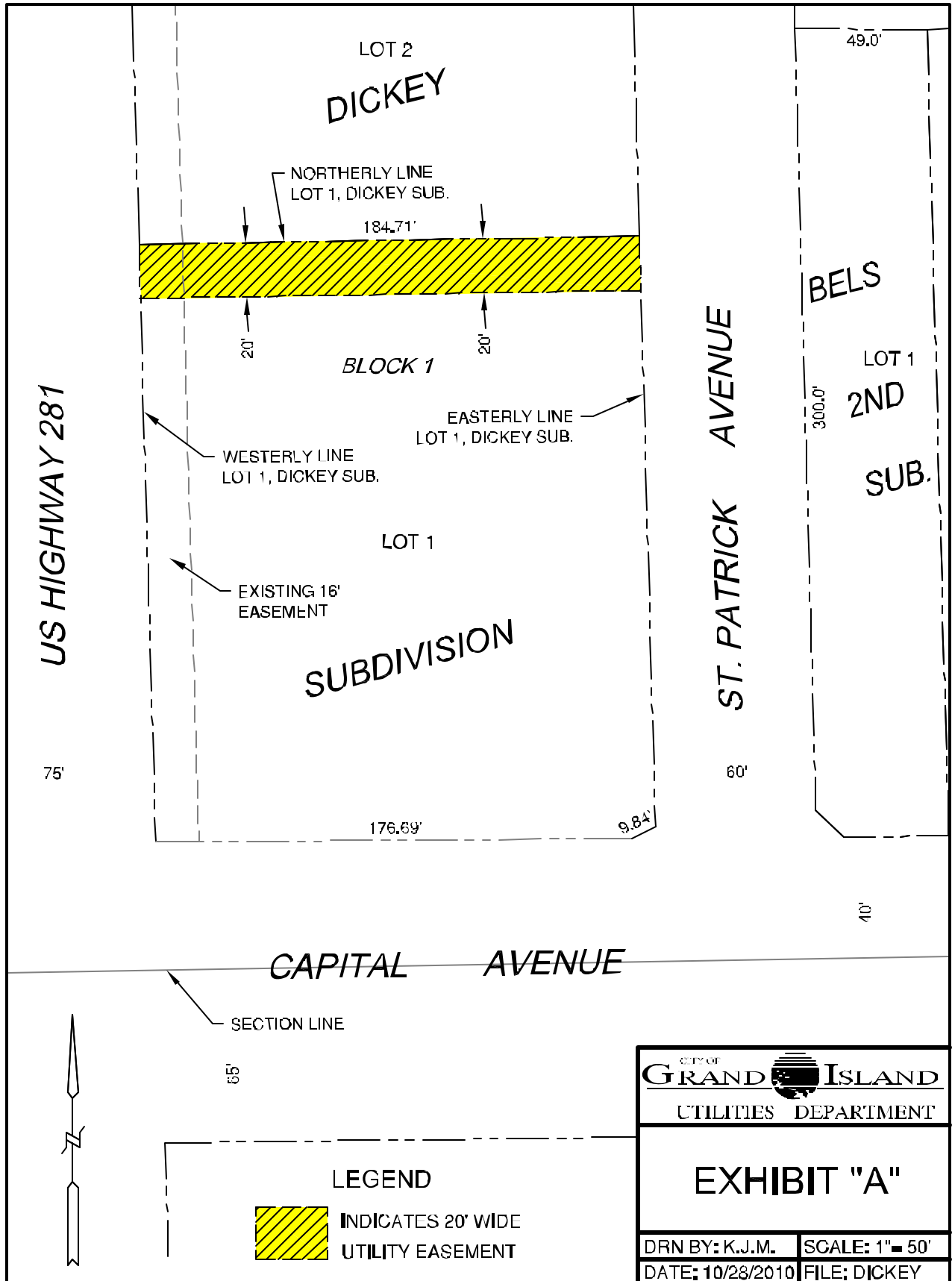
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, November 23, 2010

Council Session

Item E4

**Public Hearing Concerning Acquisition of Utility Easement - 703
South Lincoln Avenue - Schulte, Ratliff & Plate**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: November 23, 2010

Subject: Acquisition of Utility Easement – 703 S. Lincoln Avenue
- Schulte, Ratliff, and Plate

Item #'s: E-4 & G-7

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of John and Dianne Schulte, Curt Ratliff, and Tim Plate, located along the south property line at 703 South Lincoln Avenue (Anna & Lincoln Avenue), in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place single phase primary electrical cable and a pad-mounted transformer to provide service to a new four-plex apartment building.

Alternatives

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

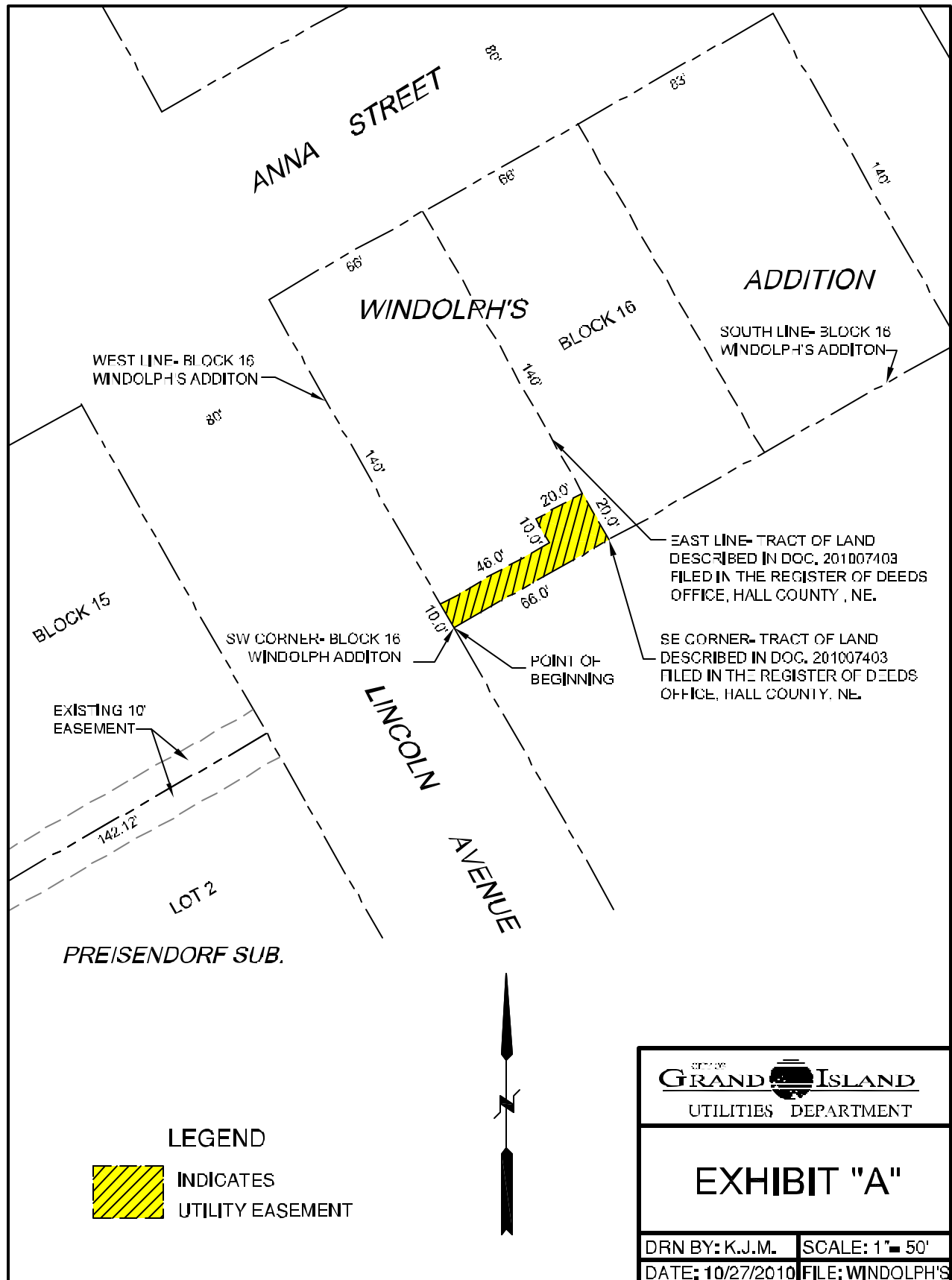
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, November 23, 2010

Council Session

Item E5

**Public Hearing Concerning Acquisition of Utility Easement - 1912
N. Lafayette Avenue - Hall County School District No. 2 (School
District of Grand Island)**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: November 23, 2010

Subject: Acquisition of Utility Easement – 1912 N. Lafayette Avenue - Hall County School District #2

Item #'s: E-5 & G-8

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Hall County School District No. 2, also known as School District of Grand Island, located from State Street north, along Lafayette Avenue to Waugh Street (1912 N. Lafayette Avenue), in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Grand Island Senior High is constructing a new building for their Success Academy. This easement will be the location of new underground conduit, primary cable and a pad-mounted transformer to provide electrical service.

Alternatives

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

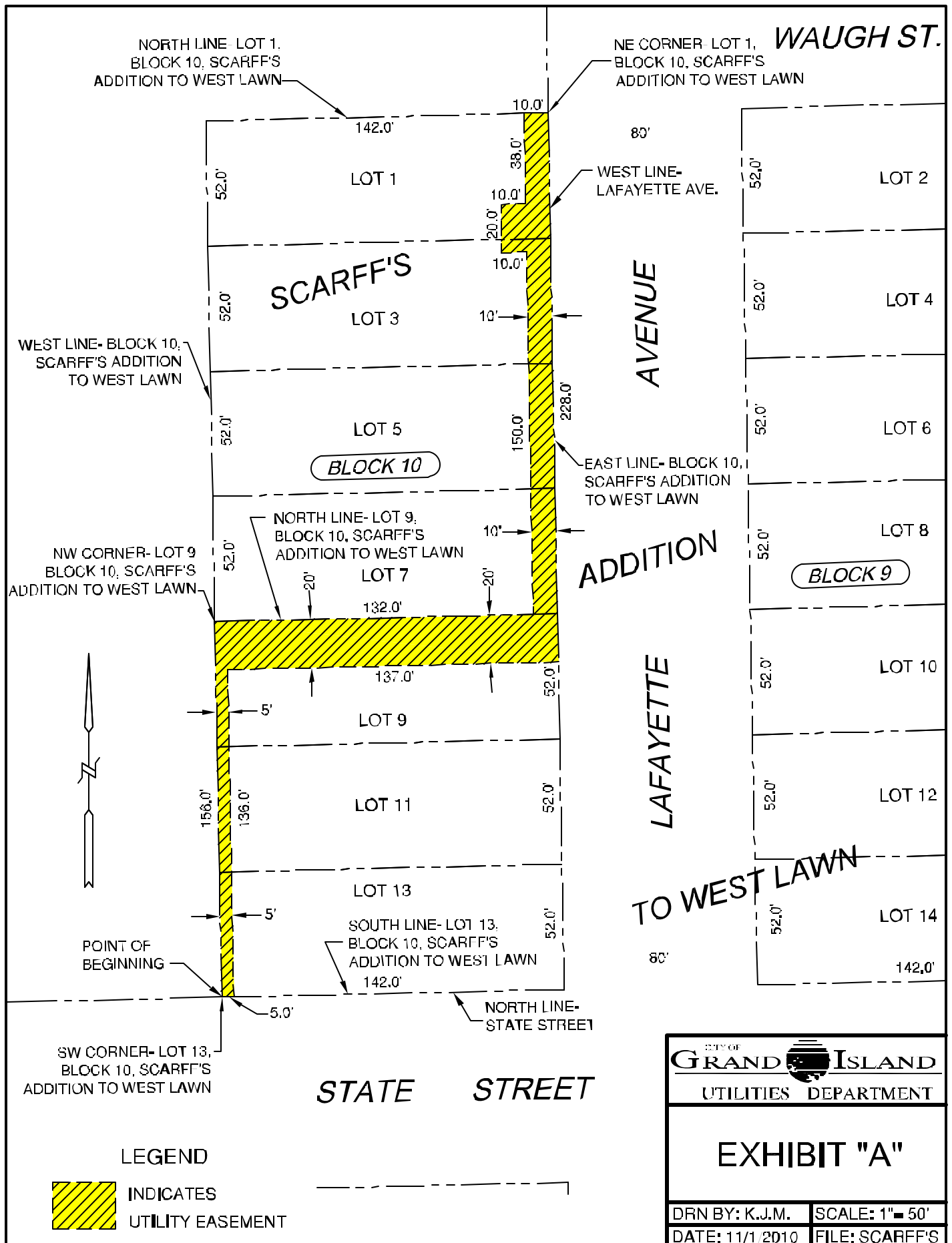
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, November 23, 2010

Council Session

Item F1

#9279 - Creation of Water Main District 458T - Blaine Street from Schimmer to Wildwood, and Wildwood, from Blaine to Gold Core Drive

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: November 23, 2010

Subject: Water Main District 458T – Ordinance #9279

Item #'s: F-1

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

Background

The Utilities and Public Works Departments have been working with the Grand Island Area Economic Development Corporation (EDC) on a possible joint project to provide water and sanitary sewer infrastructure for the eastern portion of the Platte Valley Industrial Park. EDC is pursuing outside funding in the form of a Nebraska Community Development Block Grant and LB 840 funding. If the funding is secured, the proposed infrastructure expansion project would be constructed by the responsible City departments, Utilities and Public Works, in accordance with their standard practices. Completion of the proposed district would make City water service available along Blaine Street from Schimmer Drive to Wildwood Drive; and in Wildwood from Blaine Street to Gold Core Drive. Attached is a map of the municipal water system in the area with the proposed extension shown and a plat of the proposed district boundary.

Discussion

The project area is adjacent to EDC owned property at the Platte Valley Industrial Park. The 16" diameter water line would provide needed infrastructure for commercial/ industrial development in the area. It is a part of the Utilities Master Plan and would provide increased capacity to the existing area.

Water Main District 458T would be constructed as a Connection District. This is the City's standard method for installing large diameter "trunk" mains in areas currently having limited development. This administrative process allows the City to be reimbursed for the construction and related project costs when a property receives municipal service.

Alternatives

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

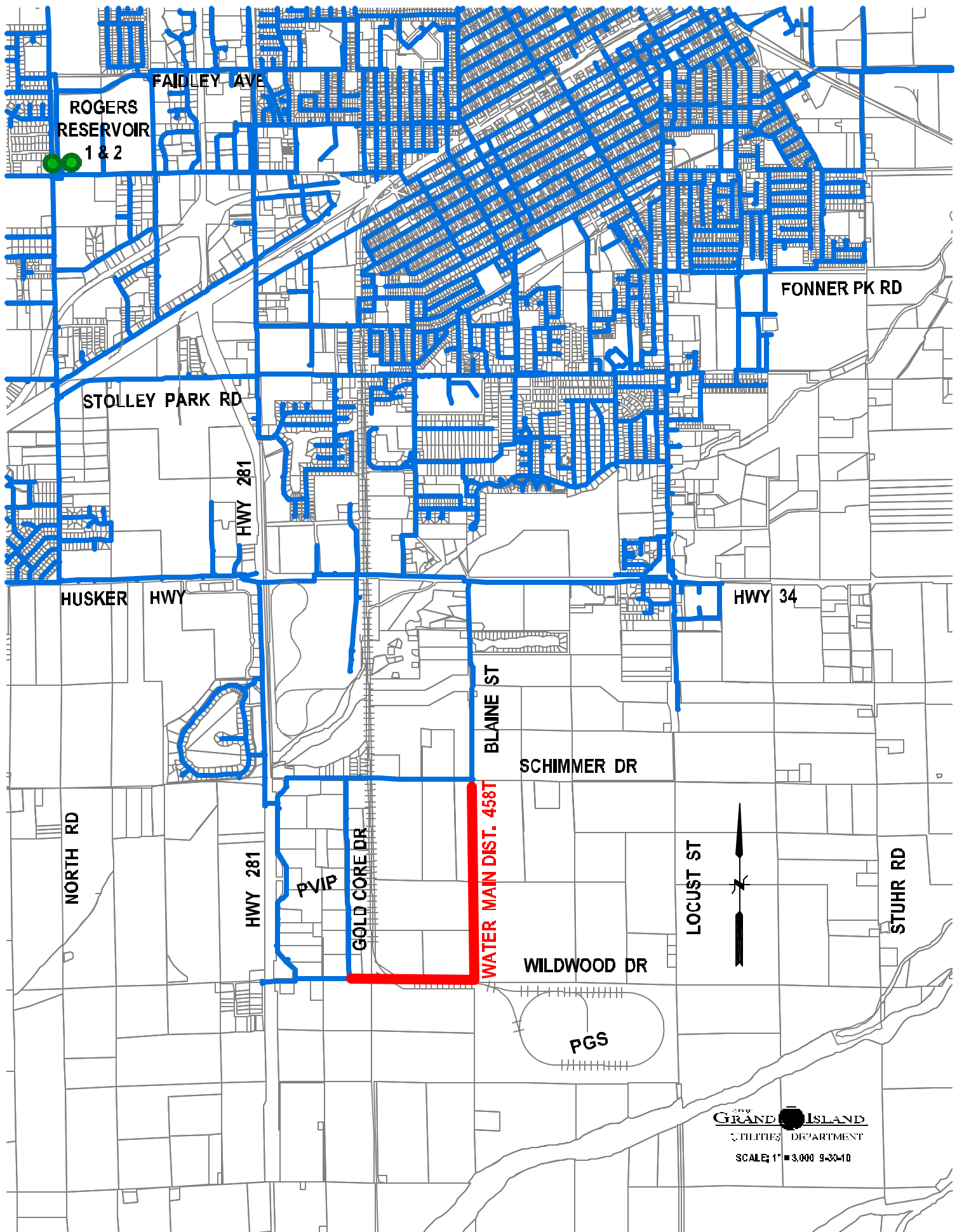
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

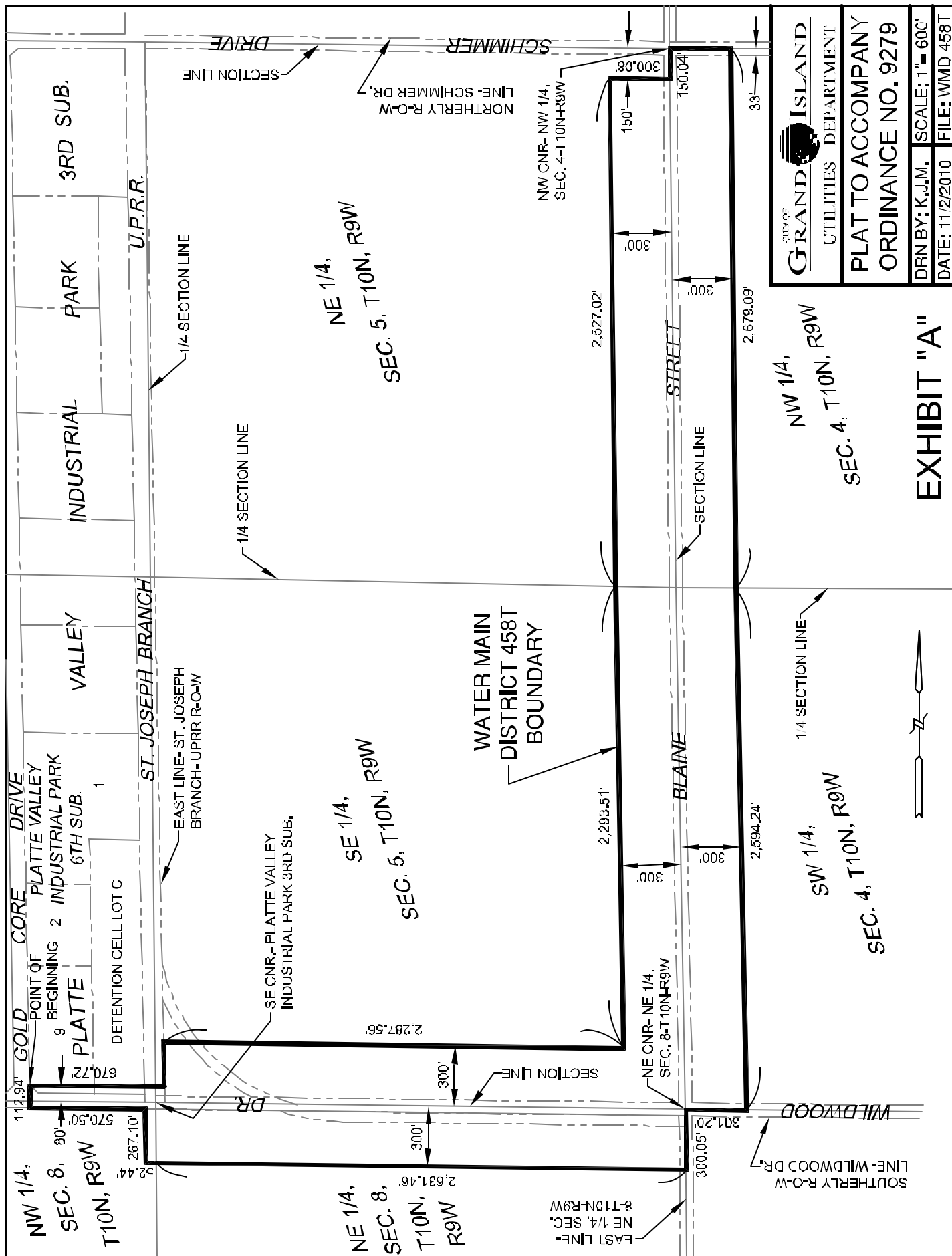
Recommendation

City Administration recommends that the Council approve Ordinance #9279, creation of Water Main District 458T, Blaine Street from Schimmer Drive to Wildwood Drive, and Wildwood Drive from Blaine Street to Gold Core Drive.

Sample Motion

Move to approve Ordinance #9279, creation of Water Main District 458T, Blaine Street from Schimmer Drive to Wildwood Drive, and Wildwood Drive from Blaine Street to Gold Core Drive.





Water Main District 458T

OWNERS & ADDRESSES FOR

DATE 8/13/10

SHEET 1 OF 2

SQUARE FOOTAGE	FRONT FOOTAGE	FOR	AGAINST	OWNER AND ADDRESS	DOC. #	LOT	BLOCK	SUBDIVISION OR SECTION	AMOUNT
(A)	319.8'			RANDALL J. & JEAN M. KATHMAN 405 N. 4TH ST. DONIPHAN, NE 68832-0267		9	-	PLATTE VALLEY INDUSTRIAL PARK THIRD SUB.	
(B)	250'			CITY OF GRAND ISLAND		C		(DETENTION CELL) PLATTE VALLEY INDUSTRIAL PARK THIRD SUB.	
(C)				EVELYN BLATTNER 10 TRAILWOOD CREEK LUFKIN, TX 75901	2002- 04571			PT. SW 1/4, SE 1/4 SEC. 5-10-9	
(D)				GRAND ISLAND AREA ECONOMIC DEVELOPMENT P.O. BOX 1151 GRAND ISLAND, NE 68802	2008- 09596			SE 1/4, SE 1/4 SEC. 5-10-9	
(E)				PLATTE VALLEY STATE BANK AND TRUST COMPANY - TRUSTEE P.O. BOX 430 KEARNEY, NE 68848	2006- 11039 2006- 04824			E 1/2, NE 1/4 SEC. 5-10-9 N 1/2, SE 1/4 SEC. 5-10-9	
(F)				MARY ALICE HENDERSON & CHARLES H. HENDERSON IV 24 E. LAUREL ST. HARRISONBURG, VA 22801				N 1/2, NW 1/4 SEC. 4-10-9	
(G)				THOMAS L. & CARLOTTA Y. HARTMAN 2934 W. SCHIMMER DR. GRAND ISLAND, NE 68801	2003- 14984			SW 1/4 SEC. 4-10-9	

[illegible]

THIS SPACE RESERVED FOR REGISTER OF DEEDS

ORDINANCE NO. 9279

An ordinance creating Water Main District No. 458T in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; providing for the connection fee for connecting to such water main; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 458T in the City of Grand Island, Nebraska, is hereby created for the laying of sixteen (16.0) inch water mains with its appurtenances along Blaine Street, Schimmer Drive to Wildwood Drive; and along Wildwood Drive from Blaine Street to Gold Core Drive.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Beginning at a southwest corner of Lot Nine (9), Platte Valley Subdivision; thence easterly on a line eighty (80.0) feet northerly and parallel with the

Approved as to Form	<input type="checkbox"/>	_____
November 18, 2010	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9279 (Cont.)

southerly line of said Platte Valley Industrial Park Third Subdivision and its extension, a distance of six hundred seventy and seventy two hundredths (670.72) feet to a point on the easterly right-of-way line of the St. Joseph Branch of the Union Pacific Railroad; thence northerly along the easterly right-of-way line of said St. Joseph Branch of the Union Pacific Railroad, to a point three hundred (300.0) feet northerly of the southerly line of the Southeast Quarter (SE 1/4), Section Five (5), Township Ten (10) North, Range Nine (9) West; thence easterly, three hundred (300.0) feet northerly and parallel with the southerly line of said Southeast Quarter (SE 1/4), Section Five (5), Township Ten (10) North, Range Nine (9) West, a distance of two thousand two hundred eighty seven and fifty six hundredths (2,287.56) feet; thence northerly and three hundred (300.0) feet parallel with the easterly line of said Southeast Quarter (SE 1/4), Section Five (5), Township Ten (10) North, Range Nine (9) West, a distance of two thousand two hundred and ninety three and fifty one hundredths (2,293.51) feet to a point on the southerly line of the Northeast Quarter (NE 1/4), Section Five (5), Township Ten (10) North, Range Nine (9) West; thence continuing northerly and three hundred (300.0) feet parallel with the easterly line of said Northeast Quarter (NE 1/4), Section Five (5), Township Ten (10) North, Range Nine (9) West, a distance of two thousand five hundred twenty seven and two hundredths (2,527.02) feet; thence easterly, one hundred fifty (150.0) feet southerly and parallel with the northerly line of said Northeast Quarter (NE 1/4), Section Five (5), Township Ten (10) North, Range Nine (9) West, a distance of three hundred and eight hundredths (300.08) feet to a point on the westerly line of the Northwest Quarter (NW 1/4), Section Four (4), Township Ten (10) North, Range Nine (9) West; thence northerly along the westerly line of said Northwest Quarter (NW 1/4), Section Four (4), Township Ten (10) North, Range Nine (9), a distance of one hundred fifty and four hundredths (150.04) feet to the northwest corner of the said Northwest Quarter (NW 1/4), Section Four (4), Township Ten (10) North, Range Nine (9) West; thence easterly along the northerly line of said Northwest Quarter (NW 1/4), Section Four (4), Township Ten (10) North, Range Nine (9) West, to a point three hundred (300.0) feet east of the westerly line of said Northwest Quarter (NW 1/4), Section Four (4), Township Ten (10) North, Range Nine (9) West; thence southerly and three hundred (300.0) feet parallel with the westerly line of said Northwest Quarter (NW 1/4), Section Four (4), Township Ten (10) North, Range Nine (9) West, a distance of two thousand six hundred seventy nine and nine hundredths (2,679.09) feet to a point on the northerly line of the Southwest Quarter (SW 1/4), Section Four (4), Township Ten (10) North, Range Nine (9) West; thence continuing southerly and three hundred (300.0) feet parallel with the westerly line of said Southwest Quarter (SW 1/4), Section Four (4), Township Ten (10) North, Range Nine (9) West, a distance of two thousand five hundred ninety four and twenty four hundredths (2,594.24) feet to a point on the southerly line of said Southwest Quarter (SW 1/4), Section Four (4), Township Ten (10) North, Range Nine (9) West; thence westerly along the southerly line of said Southwest Quarter (SW 1/4), Section Four (4), Township Ten (10) North, Range Nine (9) West, a distance of three hundred one and twenty hundredths (301.20) feet to the northeast corner of the Northeast Quarter (NE 1/4), Section Eight (8), Township Ten (10) North, Range Nine (9) West; thence southerly along the easterly line of said Northeast Quarter (NE 1/4), Section Eight (8), Township Ten (10) North, Range Nine (9) West, a distance of three hundred and five hundredths (300.05) feet; thence westerly and three hundred (300.0) feet parallel with the northerly line of said Northeast Quarter (NE 1/4), Section Eight (8), Township Ten (10) North, Range Nine (9)

ORDINANCE NO. 9279 (Cont.)

West, a distance of two thousand six hundred thirty one and forty six hundredths (2,631.46) feet to a point on the easterly line of the Northwest Quarter (NW 1/4), Section Eight (8), Township Ten (10) North, Range Nine (9) West; thence continuing westerly and three hundred (300.0) feet parallel with the northerly line of said Northwest Quarter (NW 1/4), Section Eight (8), Township Ten (10) North, Range Nine (9) West, a distance of fifty two and forty four hundredths (52.44) feet; thence northerly and parallel with the easterly line of said Northwest Quarter (NW 1/4), Section Eight (8), Township Ten (10) North, Range Nine (9) West, a distance of two hundred sixty seven and ten hundredths (267.10) feet to a point on the southerly right-of-way line of said Wildwood Drive; thence westerly along the southerly right-of-way line of said Wildwood Drive, a distance of five hundred seventy and fifty hundredths (570.50) feet; thence northerly along the extension of the westerly line of said Lot Nine (9), Platte Valley Industrial Park Third Subdivision, a distance of one hundred twelve and ninety four hundredths (112.94) feet to a said southwest corner of Lot Nine (9), Platte Valley Industrial Park Third Subdivision, being the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof.

Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

SECTION 4. The cost of construction of such water main connection district shall be reported to the City Council, and the Council, sitting as a Board of Equalization, shall determine benefits to abutting property by reason of such improvement pursuant to Section 16-6,103, R.R.S. 1943. The special benefits shall not be levied as special assessments but shall be certified by resolution of the City Council to the Hall County Register of Deeds. A connection fee in the amount of the special benefit accruing to each property in the district shall be paid to the City of Grand Island at such time as such property becomes connected to the water main in such district. No property thus benefited by water main improvements shall be connected to the water main until the connection fee is paid.

ORDINANCE NO. 9279 (Cont.)

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item F2

**#9280 - Consideration of Assessments for Sidewalk District No. 1,
2007**

This item relates to the aforementioned Board of Equalization Item D-1.

Staff Contact: Steven P. Riehle, Public Works Director

ORDINANCE NO. 9280

An ordinance assessing and levying a special tax to pay the cost of construction of Sidewalk District No. 1, 2007 of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said sidewalk in said Sidewalk District No. 1, 2007, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
<u>Sidewalk District No. 1, 2007</u>		
Tim Plate	The North Fifty-Four (54) Feet of Lot Twenty Two (22), in Block One (1), In Koehler Place An addition to the City of Grand Island, Hall County, Nebraska and also a certain part of	\$757.56

ORDINANCE NO. 9280 (Cont.)

	Lot Twenty Two (22) in Block One (1), Koehler Place as originally platted, more particularly described in warranty deed recorded as Document No. 97-104819	
Burlington Northern & Santa Fe/ The Railway Co.	Lot 5, Nabob Subdivision	\$3,279.85
Paul T & Peggy L Meyer	Lot 4, Block 65, Wheeler & Bennett's 2 nd Addition	\$491.17
Noe Octavio Ayala & Ofelia Leticia Ayala	Lot 3, Block 65, Wheeler & Bennett's 2 nd Addition	\$424.74
JBH Enterprises LLC	Lot 6, Block 79, Wheeler & Bennett's 3 rd Addition	\$2,771.23
Sharon Melsen	Lot 4, Block 66, Wheeler & Bennett's 2 nd Addition	\$710.59
Martin & Rosa Alicia Bustamante	Lot 1, Block 13, Packer & Barr's Addition	\$1,573.50
TR Holdings LLC – Timothy R Harris	Lot 4, and the South Six (6) feet of Lot Five (5), Block 20, Packer & Barr's 2 nd Addition	\$1,519.14
Deborah A Butler	Lot 1, Block 9, Meves 1 st Addition	\$1,941.10
Kozeny & McCubbin, L.C. – Erica Knapstein	Lot 10, Block 78, Wheeler & Bennett's 3 rd Addition	\$719.99
TOTAL		\$14,188.87

SECTION 2. The special tax shall become delinquent as follows: One-seventh of the total amount shall become delinquent in ten days; one-seventh in one year; one-seventh in two years; one-seventh in three years; one-seventh in four years; one-seventh in five years; one-seventh in six years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

ORDINANCE NO. 9280 (Cont.)

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

Enacted: November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item F3

**#9281 - Consideration of Creating Sanitary Sewer Connection
District No. 527T; Gravity Main, Force Main, and Lift Station for
Platte Valley Industrial Park**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 23, 2010

Subject: Consideration of Creating Sanitary Sewer Connection
District No. 527T for Platte Valley Industrial Park East

Item #'s: F-3

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

Background

Council action is needed to create a sanitary sewer connection district.

Platte Valley Industrial Park is being expanded east of the Union Pacific Railroad spur tracks that serve the Platte Generating Station power plant. The expanded park is commonly referred to as Platte Valley Industrial Park East (PVIP East). PVIP East is bounded by Wildwood Drive to the south, Schimmer Drive to the north, the UPRR Spur tracks to the west and Blaine Street to the east. Sanitary sewer and water lines are being extended to serve PVIP East as part of a development plan to encourage expansion of existing businesses and attract new businesses to Grand Island.

Discussion

The City is making arrangements to provide sanitary sewer service to the Platte Valley Industrial Park area. The district is a connection (tap) district. A tap fee will be due when connections are made to the sanitary sewer system.

Alternatives

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

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

|

Recommendation

Public Works Administration recommends that the Council create Sanitary Sewer Connection District 527T.

Sample Motion

Move to approve the creation of Sanitary Sewer Connection District 527T.

ORDINANCE NO. 9281

An ordinance creating Sanitary Sewer District No. 527T of the City of Grand Island, Nebraska; defining the boundaries thereof; providing for the laying of sanitary sewer mains in said district; providing for plans and specifications and securing bids; providing for the connection fee for connecting to such sanitary sewer; providing for certification to the Register of Deeds of the connection fee; and providing for publication and the effective date of this ordinance.

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

SECTION 1. Sanitary Sewer District No. 527T is hereby created for the construction of

- an eight (8.0) inch gravity sanitary sewer main and appurtenances thereto along Wildwood Drive from Gold Core Drive east to Blaine Street
- an eight (8) inch gravity sanitary sewer main and appurtances thereto along Schimmer Drive from Gold Core Drive east to Blaine Street
- a sanitary sewer lift station and appurtances adjacent to Blaine Street between Wildwood Drive and Schimmer Drive

ORDINANCE NO. 9281 (Cont.)

- a sanitary sewer force main and appurtenances from the lift station along Blaine Street north to the gravity sanitary sewer main on Schimmer Drive all in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such sanitary sewer district shall be as follows:

Beginning at a southwest corner of Lot Nine (9), Platte Valley Industrial Park Third Subdivision; thence easterly on a line eighty (80.0) feet northerly and parallel with the southerly line of said Platte Valley Industrial Park Third Subdivision and its extension, a distance of six hundred seventy and seventy two hundredths (670.72) feet to a point on the easterly right-of-way line of the St. Joseph Branch of the Union Pacific Railroad; thence northerly along the easterly right-of-way line of said St. Joseph Branch of the Union Pacific Railroad, to a point three hundred (300.0) feet northerly of the southerly line of the Southeast Quarter (SE $\frac{1}{4}$), Section Five (5), Township Ten (10) North, Range Nine (9) West; thence easterly, three hundred (300.0) feet northerly and parallel with the southerly line of said Southeast Quarter (SE $\frac{1}{4}$), Section Five (5), Township Ten (10) North, Range Nine (9) West, a distance of two thousand two hundred eighty seven and fifty six hundredths (2,287.56) feet; thence northerly and three hundred (300.0) feet parallel with the easterly line of said Southeast Quarter (SE $\frac{1}{4}$), Section Five (5), Township Ten (10) North, Range Nine (9) West, a distance of two thousand two hundred and ninety three and fifty one hundredths (2,293.51) feet to a point on the southerly line of the Northeast Quarter (NE $\frac{1}{4}$), Section Five (5), Township Ten (10) North, Range Nine (9) West; thence continuing northerly and three hundred (300.0) feet parallel with the easterly line of said Northeast Quarter (NE $\frac{1}{4}$), Section Five (5), Township Ten (10) North, Range Nine (9) West, a distance of two thousand three hundred seventy seven and two hundredths (2,377.02) feet; thence westerly and three hundred (300.00) feet parallel with the northerly line of the said Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5), Township Ten (10) North, Range Nine (9) West, to a point on the east line of Gold Core Drive; thence northerly on the east line of Gold Core Drive and an extension thereof to the north line of Section Five (5), Township Ten (10) North, Range Nine (9) West, thence easterly on the north line of Section Five (5), Township Ten (10) North, Range Nine (9) West to the northeast corner of said Section Five (5), Township Ten (10) North, Range Nine (9) West, thence southerly on the easterly line of Section Five (5), Township Ten (10) North, Range Nine (9) West to the southeast corner of said Section Five (5), Township Ten (10) North, Range Nine (9) West; thence westerly on the south line of said Section Five (5), Township Ten (10) North, Range Nine (9) West; and the south line of Platte Valley Industrial Park Third Subdivision to a point five hundred seventy and fifty hundredths (570.50) feet west of the southeast corner of Platte Valley Industrial Park Third Subdivision; thence northerly on a line for a distance eighty (80) feet to the point of beginning.

ORDINANCE NO. 9281 (Cont.)

SECTION 3. Said improvement shall be made in accordance with plans and specifications prepared by the Engineer for the City who shall estimate the costs thereof, and submit the same to the City Council, and thereafter, bids for the construction of such sanitary sewer shall be taken and contracts entered into in the manner provided by law.

SECTION 4. The cost of construction of such sanitary sewer main connection district shall be reported to the City Council, and the Council, sitting as a Board of Equalization, shall determine benefits to abutting property by reason of such improvement pursuant to Section 16-6,103, R.R.S. 1943. The special benefits shall not be levied as special assessments but shall be certified by resolution of the City Council to the Hall County Register of Deeds. A connection fee in the amount of the special benefit accruing to each property in the district shall be paid to the City of Grand Island at such time as such property becomes connected to the sanitary sewer main in such district. No property thus benefited by sanitary sewer main improvements shall be connected to the sanitary sewer main until the connection fee is paid.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval and publication, without the plat, as provided by law.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law.

ORDINANCE NO. 9281 (Cont.)

Enacted: November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G1

Approving Minutes of November 9, 2010 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 9, 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 November 9, 2010. Notice of the meeting was given in *The Grand Island Independent* on November 3, 2010.

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

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

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council members Aaron Oswald and Josh Sugita.

PUBLIC HEARINGS:

Public Hearing on Request from Third City Christian Church for a Conditional Use Permit for Temporary Parking Extension Located at 4100 West 13th Street. Craig Lewis, Building Department Director reported that Third City Christian Church had submitted an application for a conditional use permit for temporary parking extension located at 4100 West 13th Street. Staff recommended approval with the following conditions: 1) a landscape buffer included within the required 25' front yard setback along the south boundary adjacent to 13th Street needs to be provided to comply with setback requirements of the City Code and 2) the responsibility of controlling any dust created from the lot needs to be addressed by the applicants during any dry months throughout the duration of the use. Scott Jones representing Third City Christian Church was present to answer questions. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at Riverside Lodge, 404 Woodland Drive (Jan Thayer). Gary Mader, Utilities Director reported that acquisition of a utility easement located at Riverside Lodge, 404 Woodland Drive was needed in order to have legal access for maintenance and operation of the Riverside Lodge water system. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at the at the Southwest Corner of Swift Parking Lot at Stuhr and Swift Roads (Swift Beef Company). Gary Mader, Utilities Department Director reported that acquisition of a utility easement located at the southwest corner of Swift Parking Lot at Stuhr and Swift Roads was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of new electrical service to the parking lot lighting, a new pad-mounted transformer and high voltage cable and conduit. Staff recommended approval. No Public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at the East Side of Hornady Property, South of the Building and along the South Side of Hornady Property (County of Hall, Nebraska). Gary Mader, Utilities Department Director reported that acquisition of a utility easement located at

the east side of Hornady property, south of the building and along the south side of Hornady Property was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of placing a new transformer with underground primary cable and conduit. Staff recommended approval. No Public testimony was heard.

CONSENT AGENDA: Motion by Zapata, second by Ramsey to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 26, 2010 City Council Regular Meeting.

#2010-308 – Approving Special City Council Meeting for December 28, 2010.

#2010-309 – Approving Final Plat and Subdivision Agreement for ASMC Subdivision. It was noted that Audrey Rauert, owner had submitted the Final Plat and Subdivision Agreement for ASMC Subdivision for the purposes of creating 1 lot on a tract of land located north of Abbott Road and west of Engleman Road comprising approximately 5.194 acres.

#2010-310 – Approving Final Plat and Subdivision Agreement for Panowicz Subdivision. It was noted that John A. and Sarita A. Panowicz, owners had submitted the Final Plat and Subdivision Agreement for Panowicz Subdivision for the purpose of creating 2 lots on a tract of land located north of Capital Avenue and west of Webb Road comprising approximately .9997 acres.

#2010-311 – Approving Acquisition of Utility Easement Located at Riverside Lodge, 404 Woodland Drive (Jan Thayer).

#2010-312 – Approving Acquisition of Utility Easement Located at the Southwest Corner of Swift Parking Lot at Stuhr and Swift Roads (Swift Beef Company).

#2010-313 – Approving Acquisition of Utility Easement Located on the East Side of Hornady Property, South of the Building and Along the South Side of Hornady Property (County of Hall, Nebraska).

#2010-314 – Approving Tree Trimming Contracts of 2011-TT-1 with: Leetch Tree Service of Grand Island, Nebraska in an Amount of \$32,500.00 for Sections 6,22,24, and 26; Asplundh Tree Experts of Fairfax, Iowa in an Amount of \$41,223.00 for Sections 1, 2, 5, 8, 9, and 19; and Sheffield Tree Service of Grand Island, Nebraska in an Amount of \$82,500.00 for Sections 3, 4, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 23, 25, 27, 28, and 29.

#2010-315 – Approving Certificate of Final Completion for Purchasing and Installation of Athletic Equipment at the Fieldhouse with Sport Construction Midwest of Coralville, Iowa.

#2010-316 – Approving Changes and Additions to the 2010-2011 Fee Schedule regarding Cemetery Division and Community Fieldhouse Fees.

#2010-317 – Approving Certificate of Final Completion with Galvan Construction, Inc. of Grand Island, Nebraska and Scheduling the Board of Equalization of January 11, 2011 for Sidewalk Repair at 2025 N. Lafayette Avenue.

#2010-318 – Approving Certificate of Final Completion with Galvan Construction, Inc. of Grand Island, Nebraska and Scheduling the Board of Equalization of January 11, 2011 for Sidewalk Repair at 503 E Yund Street.

#2010-319 – Approving Amending the Contract with TASC for the City Cafeteria Plan by adding a FlexSystem Claim Card in an Amount of .50 cents per plan participant, per month.

#2010-320 – Approving Agreement with Saint Francis Medical Center for Advanced EMS Training Experience.

REQUEST S AND REFERRALS:

Consideration of Request from Third City Christian Church for a Conditional Use Permit for Temporary Parking Extension Located at 4100 West 13th Street. This item related to the aforementioned Public Hearing.

Motion by Ramsey, second by Meyer to approve the request from Third City Christian Church for a Conditional Use Permit for Temporary Parking Extension Located at 4100 West 13th Street with the following conditions: 1) a landscape buffer included within the required 25' front yard setback along the south boundary adjacent to 13th Street needs to be provided to comply with setback requirements of the City Code and 2) the responsibility of controlling any dust created from the lot needs to be addressed by the applicants during any dry months throughout the duration of the use. Upon roll call vote, all voted aye. Councilmember Dugan abstained. Motion adopted.

Mayor Hornady introduced Jeremy Bachmann, City Recreation Coordinator for the Community Fieldhouse. Also mentioned was the Open House at the Community Fieldhouse on Sunday, November 14th.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Gericke to approve the Claims for the period of October 27, 2010 through November 9, 2010, for a total amount of \$2,627,683.33. Unanimously approved.

Motion by Dugan, second by Gericke to approve the Claims for the Period of October 27, 2010 through November 9, 2010 for the Veterans Athletic Field Complex for a total amount of \$103,732.94. Unanimously approved.

Motion by Dugan, second by Gericke to approve the Claims for the Period of October 27, 2010 through November 9, 2010 for the State Fair Recreation Building for a total amount of \$137,655.00. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:10 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G2

Approving Minutes of November 16, 2010 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

November 16, 2010

Pursuant to due call and notice thereof, a Study Session 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 November 16, 2010. Notice of the meeting was given in the *Grand Island Independent* on November 10, 2010.

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

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

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council members Danielle Jim and Steven Bartz. Also mentioned was the CYC "Create Your Community" Art and Writing Contest this Saturday and Sunday at the Conestoga Mall. Mayor Hornady thanked the community for the successful Volleyball Tournament.

Discussion Concerning Expanding Sale of Fireworks in December. Jeff Pederson, City Administrator reported that the Nebraska State Legislature passed LB 880 during the 2010 Legislative Session allowing the sale of fireworks from December 28 to January 1. A request had been made from one fireworks vendor requesting the City to consider amending the Grand Island City Code to allow for the sale of fireworks during the specified period in LB 880.

The Fire Department was not in favor of allowing firework sales in December as it would add to the duties to already limited resources. Depending upon sales volume and the weather the Police Department didn't think it would have a major impact on their department. A survey of 22 cities was conducted with four cities approving the sale of fireworks in December.

Marvin Kohler, 1739 Ingalls spoke in support and explained the Consumer Products Safety Committee (CPSC) regulations and changes in the new law. Tom Towne, 1609 Meadow Road spoke in support.

Discussion was held regarding the additional duties to the Fire Department. Fire Chief Troy Hughes stated they would be tasked with inspecting the stands, dealing with heating devises, and hazards due to dryness during that time of the year. Mentioned was a survey of 22 communities who had looked at this law and 4 who had approved it. Safety and quality of life issues were mentioned as a concern for not supporting the sale of fireworks in December.

Seeing no strong support, City Administrator Jeff Pederson asked Council to get back to him by noon tomorrow if there was an interest in bringing this back to council for a vote.

Presentation of 2nd Year Program Prioritization Plan. Jeff Pederson, City Administrator reported that in 2009 the City of Grand Island implemented Program Prioritization for its budgeting process and format. Program Prioritization enhanced understanding and decision making to the process of allocating the City's financial resources during the fiscal distress facing the City. Consultants Johnson & Fabian conducted the first year process in creating the new system along with the City Council, Administration, and Department Directors.

Through Program Prioritization, the first year included the balancing of the General Fund budget without an increase in the property tax rate and without the drawdown of General Fund reserves. This brings a strong foundation for the 2011/2012 budget.

Several objectives for improvement to the process for the second year included: opportunity for public validation of a key component of the model; increased definition and meaning of the program scoring process; and reduction to amount of staff time required in Year Two.

A following detailed Plan for the 2nd Year Program Prioritization was presented by City Administrator Jeff Pederson:

- Refine the definition of "Program" (Internal & Consultants)
- Complete a total revenue/expenditure forecast for the General Fund (Internal)
- Conduct a public-input process to weight the Sub-Result Areas to include Town Hall meeting(s) and visits to service clubs (Internal, Consultants, City Council & External)
- Directors conduct program scoring using new sub-program weighting (Internal)
- Peer Review of Program Scoring (Internal & Council)
- Identify Tier Spending Adjustments (Internal & Consultants)
- Present New Budget Targets to Directors (Internal)
- Directors Determine Program Result Impacts from new targets (Internal)
- Council Staff Budget Workshop (Internal & Council)
 - March
 - Program Impacts presented
 - Direction for follow-up retreat identified

Finance Director Mary Lou Brown commented this was a general road map and there was a lot of work to be done in going forward. Several councilmember's spoke in support of continuing this form of budgeting. Ranking programs, CIP funds, employee involvement, new councilmember's and new mayor were mentioned in moving forward with this process.

Discussion concerning town hall meeting(s) and service clubs input was mentioned as an important part of this process along with transparency.

Update on Waste Water Capital Improvement Plan (CIP). Steve Riehle, Public Works Director reported that Waste Water planning was used to develop a Capital Improvement Plan, multi-year rate projections, and annual budgets. The Plan analyzed collection system issues such as flow projections, system condition, and operation & maintenance plans. The Plan addressed treatment plant issues such as loading & hydraulic capacity, condition, operation & maintenance plans, and

future regulations. The Plan also recommends short and long range Capital Improvement Plan recommendations.

CH2MHill Consulting Engineering was hired to develop an updated comprehensive plan for the waste water collection system and treatment plant. Black & Vetch was hired to conduct a rate analysis of the Master Plan including the need for capital investment and debt financing.

With the decision by JBS to construct extensive pretreatment facilities, the Plan changed to include a more aggressive commitment to replace and upgrade collection facilities. A PowerPoint presentation was given outlining the impact on the 2009 rate analysis associated with the revised CIP and the JBS conversion.

Presented were the following Waste Water 2011 CIP Projects:

- Aeration Basin Improvements
- North Interceptor
- Sewer replacement between 4th & 5th Streets from Eddy Street to Vine Street
- Head works
 - Bar Screen/Concrete Vault
 - Influent Pumps
- Platte Valley industrial Park East
- Miscellaneous Projects

The following Rate Model was presented:

- 6% overall revenue increase was needed to support 2009 rate model
- Overall revenue increase was now projected at 7.5%
- 2009 Rate Model design (allocation to customer classes) underway to reflect additional revenue requirement and reduced CIP spending

Discussion was held regarding the 2012 CIP total of \$11,490,000 which allocated \$5,850,000 for the North Interceptor. JBS plans to build additional pre-treatment facilities and the loss of revenue to the City was discussed. Mr. Riehle stated operating expenses should be lower for the City with JBS implementing their facilities. Interceptor pipes were discussed at length. Mandates from DEQ and debt service for CIP projects were mentioned.

ADJOURNMENT: The meeting was adjourned at 9:00 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G3

Approving Re-Appointments of Denzel Rasmussen and Jack Henry and New Appointment of Jolene Wojcik to the Grand Island Facilities Corporation Board

The Mayor has submitted the Re-appointments of Denzel Rasmussen and Jack Henry to the Grand Island Facilities Corporation Board. These appointments would become effective December 1, 2010 upon approval by the City Council and would expire on November 30, 2013.

Also submitted is a new appointment of Jolene Wojcik to replace Tom Graves to the Grand Island Facilities Corporation Board. This appointment would become effective immediately upon approval by the City Council and would expire on November 30, 2012.

Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G4

**#2010-321 - Approving Extending Agreement for Dedicated
Parking Stalls in the Public Parking Lot at 3rd and Pine Streets**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: November 23, 2010

Subject: Extending Agreement for Dedicated Parking Stalls in the Public Parking Lot at 3rd and Pine Street

Item #'s: G-4

Presenter(s): Mary Lou Brown, Finance Director

Background

A Resolution, 2004-13, was approved at the January 13, 2004 City Council meeting. This Resolution approved dedicated parking stalls in the public parking lot at 3rd and Pine and at the Chamber Lot (South Front and Walnut Streets). The dedicated parking stalls in the public parking lot located at South Front and Walnut Streets were never implemented. Billing has occurred for 13 dedicated parking stalls in the public parking lot located at 3rd and Pine Street. These dedicated parking stalls have been billed at a rate of \$10 per month and did not increase to the \$15 per month for years two through five as specified in the Resolution. The Resolution also indicated that the stalls were to be dedicated for a five year period; the five years was up in January 2009.

Discussion

Since billing continues for the 13 dedicated parking stalls in the public parking lot at 3rd and Pine, it is appropriate to update the original Resolution. I spoke with KC Hehnke of ProCon Development Co., LLC who indicated a desire to continue with the arrangement for the 13 dedicated parking stalls. The dedicated parking stalls are used by the Nebraska Department of Health and Human Services.

It is recommended that the monthly billing amount be increased to \$20 per month per stall. Costs related to the maintenance of the lot have increased and the \$20 monthly fee is in line with the parking ramp permit fees that are charged.

Alternatives

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

1. Move to approve the Resolution extending the agreement for dedicated parking stalls in the public parking lot at 3rd and Pine Street and increasing the fee to \$20 per month per stall.
2. Move to discontinue the practice of dedicating and charging for parking stalls in the public parking lot at 3rd and Pine Street. If this is the action taken, the current signage would need to be removed.

Recommendation

City Administration recommends that Council approve the Resolution extending the agreement for dedicated parking stalls in the public parking lot at 3rd and Pine Street and increasing the fee to \$20 per month per stall.

Sample Motion

Move to approve the Resolution extending the agreement for dedicated parking stalls in the public parking lot at 3rd and Pine Street and increasing the fee to \$20 per month per stall.

RESOLUTION 2010-321

WHEREAS, the City Council, by authority of 22-77 of the Grand Island City Code, may by resolution, entirely prohibit, or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or portion thereof; and

WHEREAS, ProCon Development would like to continue to provide 13 dedicated parking stalls in the public parking lot at 3rd and Pine Streets for a five year period; and

WHEREAS, the current Resolution addressing these dedicated parking stalls expired in January 2009;

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

1. Thirteen (13) parking stalls in the public parking lot located at 3rd and Pine Street are hereby dedicated for use by the Nebraska Department of Health and Human Services for five years at a rate of \$20 per month per stall for years one through five.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G5

**#2010-322 - Approving Acquisition of Utility Easement - 3604
Faidley Avenue - Concord Development, LLC**

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-322

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

WHEREAS, a public hearing was held on November 23, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

Commencing at the southwest corner of Lot One (1), Crane Valley 7th Subdivision; thence easterly along the southerly line of said Lot One (1) on an assumed bearing of S89°41'46"E, a distance of one hundred thirty five and twenty three hundredths (135.23) feet; thence N0°34'22"W, a distance of twenty (20.0) feet to a point on the northerly line of an existing twenty (20.0) foot wide utility easement being the ACTUAL Point of Beginning; thence continuing N0°34'22"W, a distance of four hundred five and eighty hundredths (405.80) feet; thence S89°41'46"E, a distance of one hundred twelve (112.0) feet to a point on the westerly line of an existing twenty (20.0) foot wide utility easement; thence S0°34'22"E along the westerly line of a said existing twenty (20.0) foot wide utility easement, a distance of twenty (20.0) feet; thence N89°41'46"W, a distance of ninety two (92.0) feet; thence S0°34'22"E, a distance of three hundred eighty six and ten hundredths (386.10) feet to a point on the northerly line of a said existing twenty (20.0) foot wide utility easement; thence N89°41'46"W along the northerly line of a said existing twenty (20.0) foot wide utility easement, a distance of twenty (20.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.225 acres, more or less, as shown on the plat dated 11/2/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G6

**#2010-323 - Approving Acquisition of Utility Easement - 3428 West
Capital Avenue - Casey's Retail Company**

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-323

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

WHEREAS, a public hearing was held on November 23, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

The northerly twenty (20.0) feet of Lot One (1), Block One (1), Dickey Subdivision.

The above-described easement and right-of-way containing a total of 0.085 acres, more or less, as shown on the plat dated 10/28/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

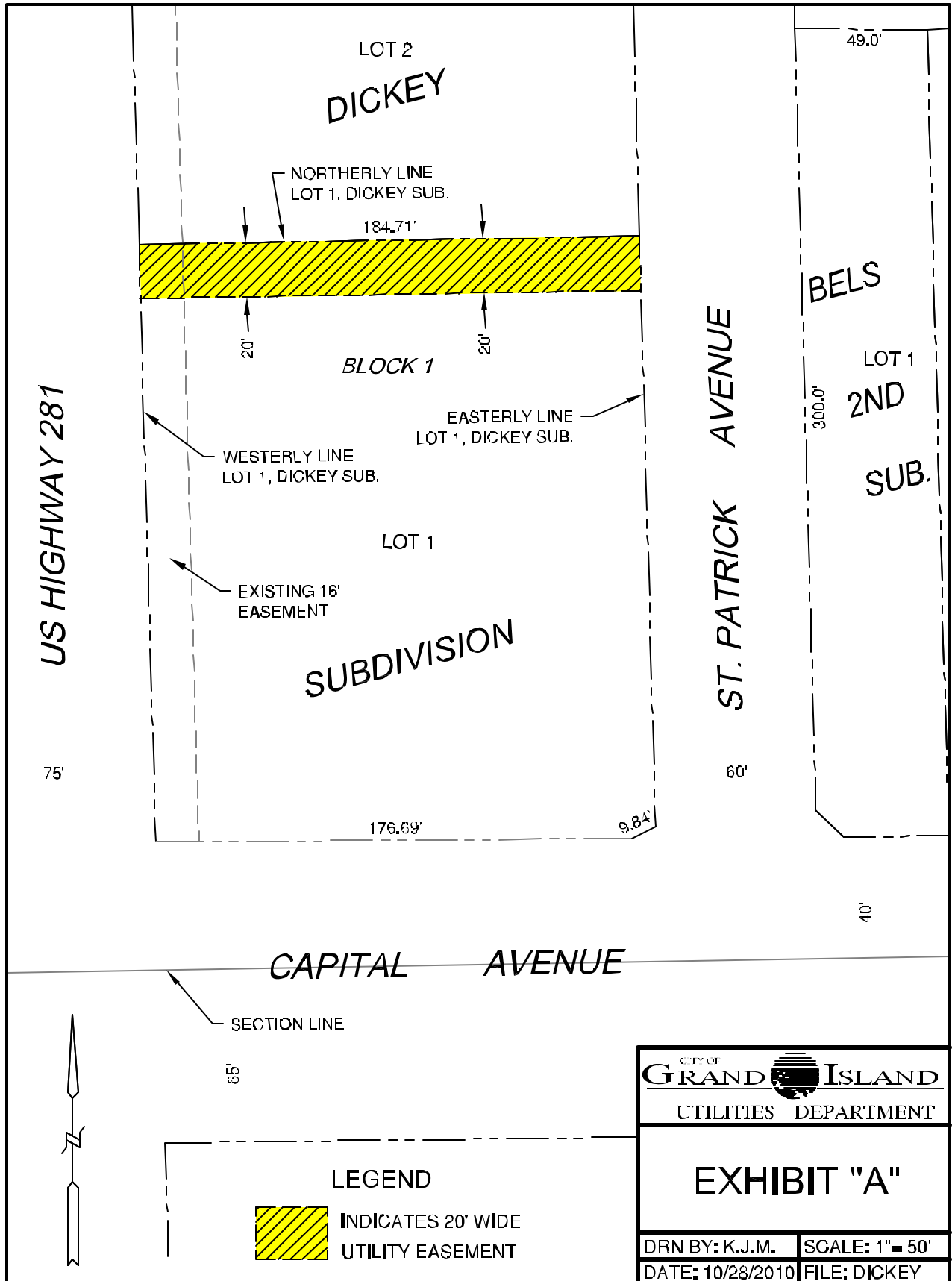
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Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G7

**#2010-324 - Approving Acquisition of Utility Easement - 703 South
Lincoln Avenue - Schulte, Ratliff & Plate**

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-324

WHEREAS, a public utility easement is required by the City of Grand Island, from John S. Schulte and Dianne L. Schulte, and Curt L. Ratliff, and Tim C. Plate, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on November 23, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

Beginning at the southwest corner of Block Sixteen (16), Windolph's Addition to the City of Grand Island; thence easterly along the southerly line of said Block Sixteen (16), Windolph's Addition, a distance of sixty six (66.0) feet to the southeast corner of the tract of land described in Document 201007403 filed in the Register of Deeds Office, Hall County, Nebraska; thence northerly along the easterly line of the said tract of land described in Document 201007403, a distance of twenty (20.0) feet; thence westerly and parallel with the southerly line of said Block Sixteen (16), Windolph's Addition, a distance of twenty (20.0) feet; thence southerly and parallel with the westerly line of said Block Sixteen (16), Windolph's Addition, a distance of ten (10.0) feet; thence westerly and parallel with the southerly line of said Block Sixteen (16), Windolph's Addition, a distance of forty six (46.0) feet to a point on the westerly line of said Block Sixteen (16), Windolph's Addition; thence southerly along the westerly line of said Block Sixteen (16), Windolph's Addition, a distance of ten (10.0) feet to the southwest corner of said Block Sixteen (16), Windolph's Addition, said point being the Point of Beginning.

The above-described easement and right-of-way containing 860 square feet, more or less, as shown on the plat dated 10/27/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from John S. Schulte, Dianne L. Schulte, Curt L. Ratliff, and Tim C. Plate, on the above-described tract of land.

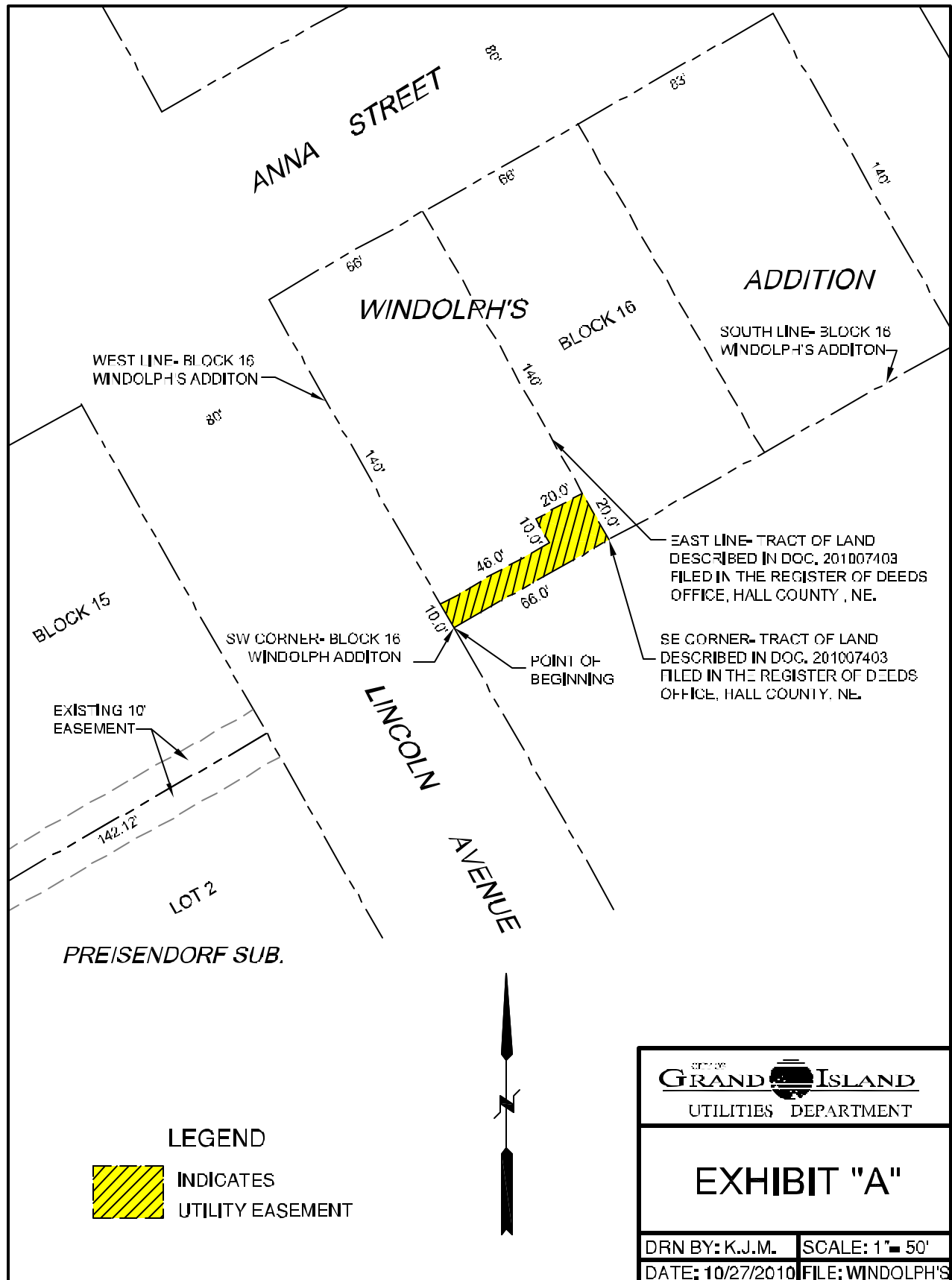
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G8

#2010-325 - Approving Acquisition of Utility Easement - 1912 N. Lafayette Avenue - Hall County School District No. 2 (School District of Grand Island)

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-325

WHEREAS, a public utility easement is required by the City of Grand Island, from Hall County School District No. 2, also known as School District of Grand Island, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on November 23, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand, Hall County, Nebraska; and more particularly described as follows:

Beginning at the southwest corner of Lot Thirteen (13), Block Ten (10), Scarff's Addition to West Lawn Subdivision; thence northerly along the westerly line of said Block Ten (10), a distance of one hundred fifty six (156.0) feet to the northwest corner of Lot Nine (9), said Block Ten (10); thence easterly along the northerly line of said Lot Nine (9), a distance of one hundred thirty two (132.0) feet; thence northerly and parallel with the easterly line of said Block Ten (10), a distance of one hundred fifty (150.0) feet; thence westerly and parallel with the northerly line of Lot One (1), said Block Ten (10), a distance of ten (10.0) feet; thence northerly and parallel with the easterly line of said Block Ten (10.0), a distance of twenty (20.0) feet; thence easterly and parallel with the northerly line of said Lot One (1), a distance of ten (10.0) feet; thence northerly and parallel with the westerly line of Block Ten (10), a distance of thirty eight (38.0) feet to a point on the northerly line of said Lot One (1); thence easterly along the northerly line of said Lot One (1), a distance of ten (10.0) feet to the northeast corner of said Lot One (1); thence southerly along the easterly line of said Block Ten (10), also being the westerly right-of-way line of Lafayette Avenue, a distance of two hundred twenty eight (228.0) feet; thence westerly and parallel with the northerly line of said Lot Nine (9) a distance of one hundred thirty seven (137.0) feet; thence southerly and parallel with the westerly line of said Block Ten (10), a distance of one hundred thirty six (136.0) feet to a point on the southerly line of said Lot Thirteen (13), also being the northerly right-of-way line of State Street; thence westerly along the southerly line of said Lot Thirteen (13), a distance of five (5.0) feet to the southwest corner of said Lot Thirteen (13), being the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.133 acres, more or less, as shown on the plat dated 11/1/2010, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Hall County School District No. 2, also known as School District of Grand Island, on the above-described tract of land.

Approved as to Form	by _____
November 18, 2010	City Attorney

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G9

**#2010-326 - Approving Bid Award for Coal Supply at Platte
Generating Station for 2011 and 2012**

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: November 23, 2010

Subject: Bid Award – 2011 – 2012 Coal Supply,
Platte Generating Station – Utilities Department

Item #'s: G-9

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

Background

The current two year contract for coal supply to Platte Generating Station expires December 31, 2010. Therefore, bids were solicited for continued supply for calendar years 2011 and 2012.

Discussion

The contract specifications for coal supply for calendar years 2011 and 2012 were advertised and published in accordance with the City Procurement Code. Bid documents were sent to five prospective bidders. Three bids were received for the 2011 coal supply, and three bids were received for the 2012 supply.

Bid summary for the 2011 supply:

Alpha Coal Sales:	Declined to bid
Arch Coal Sales:	From the Coal Creek Mine
DTE Coal Services:	Declined to bid
Cloud Peak Energy Resources:	From the Cordero Roho Mine
Peabody Energy:	From the Caballo Mine

Bid summary for the 2012 supply:

Alpha Coal Sales:	Declined to bid
Arch Coal Sales:	From the Coal Creek Mine
DTE Coal Services:	Declined to bid
Cloud Peak Energy Resources:	From the Cordero Roho Mine
Peabody Energy:	From the Caballo Mine

The bids were evaluated for contract compliance and total delivered cost FOB at Platte Generating Station. The lowest cost, compliant bid for 2011 coal supply was received from Arch Coal Sales Company, Inc. And the lowest cost compliant bid for 2012 coal supply was also from Arch Coal Sales. It is recommended that the 2011 and 2012 coal supply contracts be awarded to secure fuel supply for a two year term.

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 award the Coal Supply Contracts for 2011 and 2012 to Arch Coal Sales Company, Inc., of St. Louis, Missouri.

Sample Motion

Move to approve the 2011 and 2012 Coal Supply Contracts to Arch Coal Sales Company, Inc.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 10, 2010
FOR: 2011/2012 Coal Supply Agreement
DEPARTMENT: Utilities
FUND/ACCOUNT: 520
PUBLICATION DATE: October 21, 2010
NO. POTENTIAL BIDDERS: 5

SUMMARY OF BIDS RECEIVED

Bidder:	<u>Arch Coal, Inc.</u> St. Louis, MO	<u>Peabody Energy Corporation</u> St. Louis, MO
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Bidder:	<u>Cloud Peak Energy</u> Broomfield, CO
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cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Bob Smith, Assist. Utilities Director
Jason Eley, Purchasing Agent
Pat Gericke, Utilities Admin. Assist.

P1441

RESOLUTION 2010-326

WHEREAS, the City Electric Department invited sealed bids for 2011 and 2012 Coal Supply Agreements for the Utilities Department, according to the contract specifications on file at the Utilities Department office; and

WHEREAS, it was stipulated that bid prices and/or final award prices would not be publicly disclosed; and

WHEREAS, on November 10, 2010, bids were received and opened; and

WHEREAS, all bids received were evaluated for compliance with the specifications and for delivered cost; and

WHEREAS, Arch Coal Sales Company, Inc., with sales offices in St. Louis, Missouri submitted bids in accordance with the terms of the advertisement of bids and the contract specifications and all other statutory requirements contained therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bids of Arch Coal Sales Company, Inc., for the 2011 and 2012 Coal Supply Agreements are approved as the lowest responsive bids submitted.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2010	☐ City Attorney



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G10

#2010-327 - Approving Acquisition of Utility Easement - Robin and Barbara Irvine - North Engleman Road for Water Main District 456T

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: November 23, 2010

Subject: Acquisition of Temporary Construction Easement and
Permanent Utility Easement – Water Main District 456T
– Robin and Barbara Irvine

Item #'s: G-10

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

Background

The Utilities Department periodically retains the services of a consultant to review the City's water system for deficiencies and to assist in planning future requirements. The water system must meet certain operational standards to be suitable both for human consumption and for fire protection. These operational standards include analyzing chemical and microbiological components of the water, and hydraulic testing of the system for flow and pressure characteristics. The consultant also projected future system demands based on the City's comprehensive plan and recommended improvements for both the supply and distribution components of the system.

The last comprehensive study was conducted in 2001 by CH2MHill, which resulted in a Master Plan for the water system. Based on this Master Plan, areas of deficiency were noted, as well as a general timetable for completing corrective action. Some of the projects completed from the Master Plan recommendations over the last nine years include: addition of the corrosion control system, modifications to the Platte River Pumping Station, repairs to the Kimball Reservoir, installation of increased pumping capacity at the Rogers Pumping Station for the west side of the City, and addition of a second storage reservoir at that location. The second storage reservoir was completed in the spring of 2009, and has been placed in service.

Most of the major improvements made over the last nine years were associated with the City's primary water source, the Platte River Wellfield, or reservoirs and pumping stations. It is the recommendation of the Utilities Department that the planning focus shift to the water distribution system. The 2010 – 2011 Budget includes funding for a major trunk line expansion on the west side of the City. A map of the trunk line route is

attached for reference. The water line would be installed on the north side of Old Potash Highway and the east side of Engleman Road. The Proposed project is designated as Water Main District 456T.

The proposed project would improve water flow from the recently expanded Rogers Reservoir and pumping station, increase supply redundancy for the northwest area of the City, and provide availability of City water to an area in the early stages of development.

Discussion

After consultation with Hall County Roads Department and Grand Island Public Works Department, Utility engineering proceeded with the survey, layout and design of the proposed system expansion. That line is designed to be located in the existing road right-of-way (R-O-W) over most of the route. However, in this area, the rural profile of the road construction leaves limited working room for the placement of excavated materials, staging and equipment operation. Additionally, both Old Potash Highway and Engleman Road are main thoroughfares in the area, without convenient routes for detours of traffic. Old Potash is designed to carry heavy truck traffic required to move a large percentage of the solid waste haul from the urban area, and serves as a main access for residents west of the City. Engleman is a main ingress/egress route from the northwest area of the City for points west and south. In order to keep these main roads opened during construction, it is proposed that a temporary construction easement be acquired adjacent to the existing R-O-W. The construction easement would be in place only for the duration of the construction project, and would allow all lanes of traffic on both Potash and Engleman to remain in service during the project. A plat of the proposed temporary construction easement is attached for reference.

Additionally, because of the heavy traffic use of Old Potash Highway, there is a right turn lane installed for the west bound lane at the intersection with Engleman Road. In order to avoid having to remove and re-install that lane, and in order to minimize the impact to traffic flow at that busy intersection, the line route has been designed to avoid the right turn lane, by shifting the pipe route to the north of the existing Potash Highway R-O-W. The shift of the line route to avoid the turn lane would place it outside the existing R-O-W, thus requiring the acquisition of a 12' wide permanent easement from the adjacent agricultural property. A plat of the proposed permanent easement is attached.

Utilities Department staff initiated contact with the property owner in order to negotiate the proposed easements to proceed with the line installation as described. The property ownership is Robin and Barbara M. Irvine, 56520 310th Road, Ravenna, Nebraska. The Department commissioned a professional appraisal of the property from which the planned easements are to be secured. Department staff first met with the property owner, Robin Irvine, in February of 2010, at which time the proposed project was explained. Copies of the plats of the proposed easement were provided to Mr. Irvine along with a copy of the appraisal and a map of the water line route. Subsequent attempts to set up additional meetings were not successful until June 2, 2010, at which time agreement was not reached. A final phone conversation on August 23, 2010, confirmed that the

difference in offered price based on the appraisal, of \$1,590.00, and the owner's requested price, of \$18,300.00, would not be settled. Utility and Legal staff met to discuss what action to take in order to proceed with the water trunkline construction as budgeted for the 2010-2011 fiscal year, and agreed that proceeding with condemnation was appropriate. That recommendation was made to the City Council.

The City Council authorized staff to proceed with the condemnation action at their regular meeting of September 14, 2010. With that authorization, the City Attorney's office filed the appropriate court documents to proceed with the appointment of a Board of Appraisers and to proceed with a condemnation process to acquire the needed easements. The Board of Appraisers convened on Tuesday, November 9, 2010 at the Hall County Court House. After hearing testimony from the City and from the property owner, the hearing was re-convened at the location of the property in question where the appraisers viewed actual field conditions. The Board of Appraisers has issued their finding. Their ruling sets the value of the easements at \$1,945.00. The Appraiser's ruling is attached.

Alternatives

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

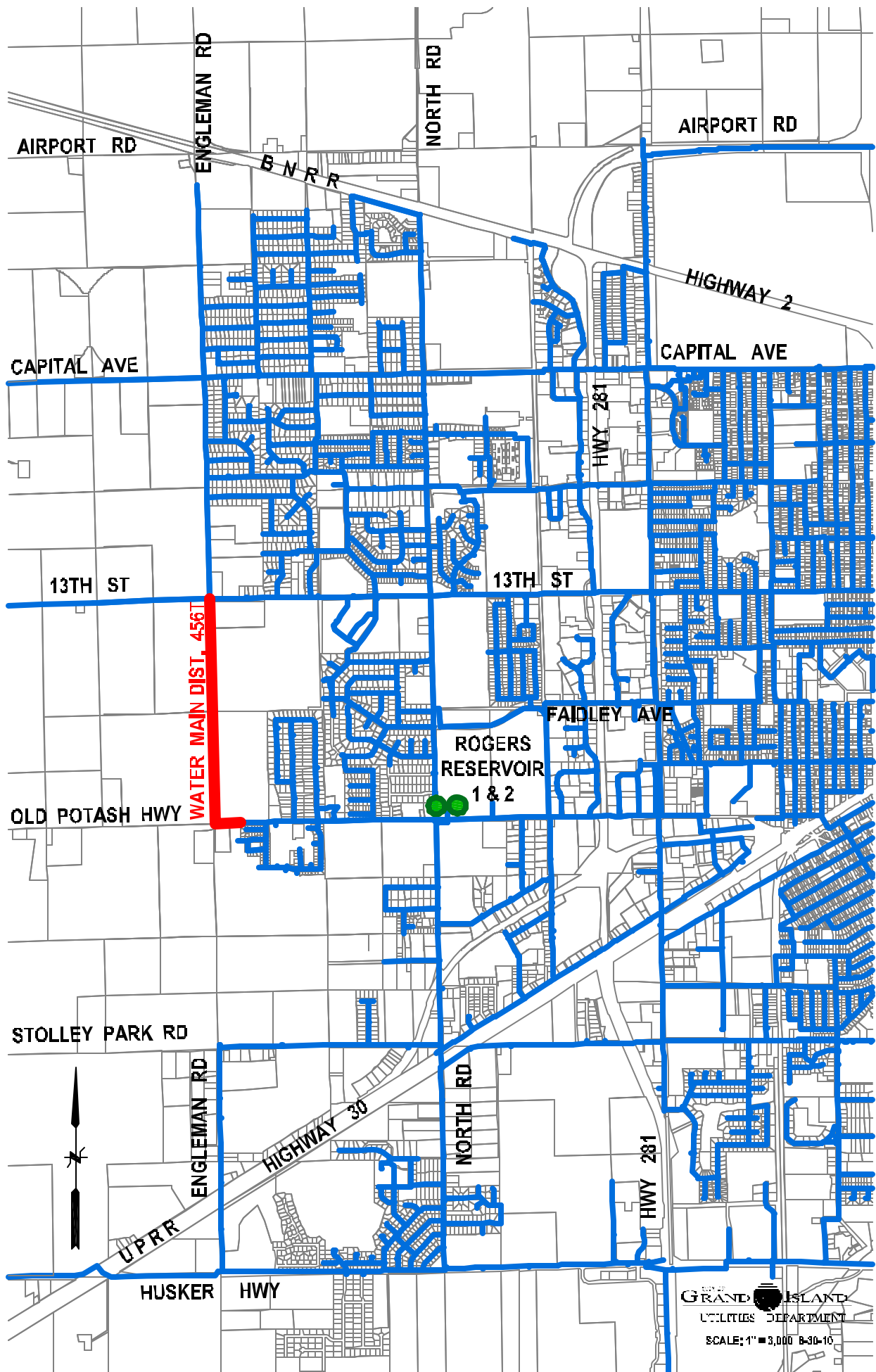
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

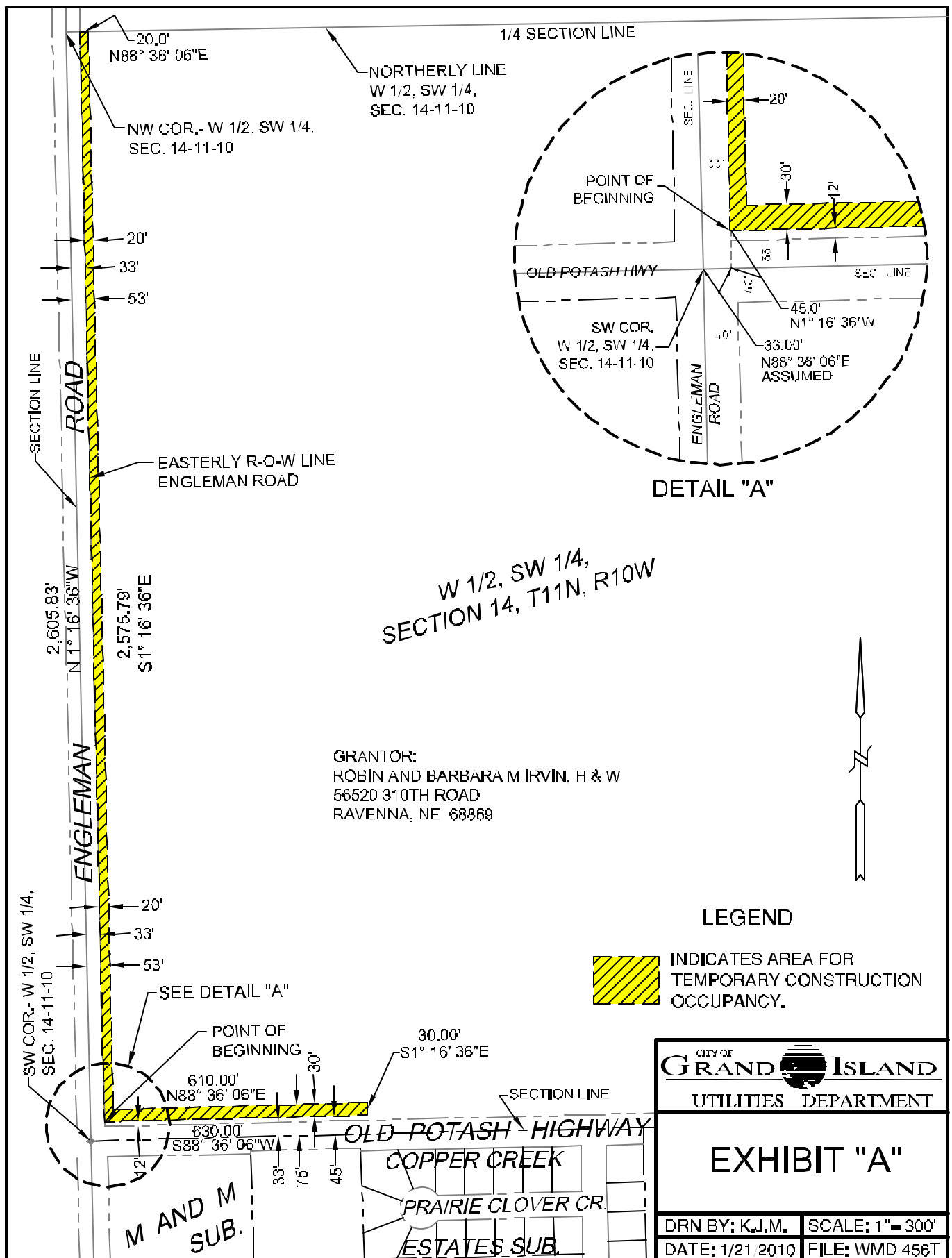
Recommendation

City Administration recommends that the Council authorize acquisition of the easements and accept the findings of the court appointed appraisers and authorize payment of \$1,945.00 for the easement.

Sample Motion

Move to acquire the easements for construction of Water Main District 456T and to accept the findings of the court appointed appraisers and authorize payment of \$1,945.00 for the easements.





IN THE COUNTY COURT OF HALL COUNTY, NEBRASKA

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

Condemner,

v.

ROBIN IRVINE and BARBARA M. IRVINE,
Husband and Wife,

Condemnees.

Case No. CI10-4836

REPORT OF APPRAISERS

FILED
NOV 12 2010
REYNALDA A. CAMPBELL, CLERK
MAGISTRATE
HALL CO COURT

NOW on this 9th day of November, 2010, the undersigned, being the duly appointed, qualified and acting appraisers in the above-entitled matter, do hereby make and file this report, showing unto the Court:

1. The undersigned were duly appointed appraisers in the above-entitled matter by Order Appointing Appraisers dated September 21, 2010.
2. Before entering upon the duties as appraisers in the above-entitled matter, the undersigned duly took and subscribed an oath to support the Constitutions of the United States and the State of Nebraska, and to faithfully and impartially discharge their duties as required by law.
3. The undersigned appraisers carefully inspected and viewed the real estate hereinafter specified sought to be taken and also any other property of the Condemnees damaged thereby and heard all parties interested therein to the amount of damages while so inspecting and viewing the property. Those appearing were: Robin Hendricksen, Hendricksen Appraisal Co., 2514 North Webb Road, Grand Island, NE 68803; Rock Stahla, Stahla Appraisal, 311 West 17th Street, Grand Island, NE 68801; and Patricia Wieser, Appraisal Services, 729 Church Road, Grand Island, NE 68801.

4. Said appraisers did meet on November 9, 2010, at 9:00 o'clock, 9.m., to assess the damages that the Condemnees sustained by the taking of the hereinafter specified property by the Condemner, at which time said appraisers did receive evidence relative to the amount of damages that will be sustained by the owner of said real estate. Those who appeared were: Robin Hendricksen, Rock Stahla, Patricia Wieser, Appraisers; Dale Shotkoski, Attorney for the City of Grand Island; Gary Mader, Tom Barnes, Robert Smith
Robin Ervine Gary Hasselbrook.

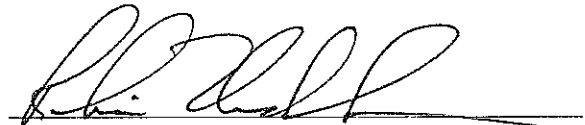
5. The undersigned appraisers find that the amount of damages sustained by the Condemnees, as owners of the below described real estate, by reason of the taking thereof by the Condemner for public easement and right-of-way, to be in the amount of \$ 1945.00, said real estate described as follows:


A TWELVE (12.0) FOOT WIDE PUBLIC UTILITY EASEMENT AND RIGHT-OF-WAY LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W $\frac{1}{2}$ SW $\frac{1}{4}$) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER (W $\frac{1}{2}$ SW $\frac{1}{4}$) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA; THENCE EASTERLY ON AN ASSUMED BEARING OF N88°36'06"E ALONG THE SOUTHERLY LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER (W $\frac{1}{2}$ SW $\frac{1}{4}$) OF SAID SECTION FOURTEEN (14), A DISTANCE OF THIRTY-THREE (33.0) FEET; THENCE N1°16'36"W, A DISTANCE OF THIRTY-THREE (33.0) FEET TO A POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LIEN OF ENGLEMAN ROAD AND THE NORTHERLY RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, SAID POINT ALSO BEING THE ACTUAL POINT OF BEGINNING; THENCE N1°16'36"W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ENGLEMAN ROAD, A DISTANCE OF TWELVE (12.0) FEET; THENCE N88°36'06"W RUNNING PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OLD POTASH HIGHWAY, A DISTANCE OF SIX HUNDRED THIRTY (630.0) FEET; THENCE S1°16'36"E, A DISTANCE OF

TWELVE (12.0) FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OLD POTASH HIGHWAY; THENCE S88°36'06"W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OLD POTASH HIGHWAY, A DISTANCE OF SIX HUNDRED THIRTY (630.0) FEET TO THE SAID POINT OF BEGINNING. SAID EASEMENT AND RIGHT-OF-WAY CONTAINS 0.174 ACRES, MORE OR LESS.

NOW, THEREFORE, the undersigned appraisers do hereby find and assess the damages that will be suffered by the Condemnees by reason of the taking of the real estate for an easement for public utilities to be: \$1945.


Appraiser


Appraiser


Appraiser

RESOLUTION 2010-327

WHEREAS, on September 14, 2010, by Resolution #2010-241, the City Council of Grand Island, Nebraska, authorized City staff to acquire certain tracts of land for utility easements from Robin and Barbara Irvine for the construction of Water Main District 456T; and

WHEREAS, a condemnation hearing was held in Hall County Court on November 9, 2010, wherein the Board of Appraisers issued their determination; for the acquisition of said utility easements; and

WHEREAS, in order to acquire the easements for construction of Water Main District 456T, it is necessary that the City deposit with Hall County Court the amount of \$1,945.00 as determined by the Board of Appraisers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City acquire the easements for construction of Water Main District 456T and deposit with the Hall County Court the sum of \$1,945.00 for the utility easements, in accordance with the laws of eminent domain.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G11

**#2010-328 - Approving Bid Award - Water Main District 456T -
Engleman Road & Potash Highway - 13th Street to Potash
Highway**

Staff Contact: Gary R.Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Jason Eley, Assistant City Attorney/Purchasing

Meeting: November 23, 2010

Subject: Water Main District 456T Engleman Road – Old Potash Highway to 13th Street

Item #'s: G-11

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

Background

The Utilities Department periodically retains the services of a consultant to review the City's water system for deficiencies and to assist in planning future requirements. The water system must meet certain operational standards to be suitable both for human consumption and for fire protection. These operational standards include analyzing chemical and microbiological components of the water, and hydraulic testing of the system for flow and pressure characteristics. The consultant also projected future system demands based on the City's comprehensive plan and recommended improvements for both the supply and distribution components of the system.

The last comprehensive study was conducted in 2001 by CH2MHill, which resulted in a Master Plan for the water system. Based on this Master Plan, areas of deficiency were noted, as well as a general timetable for completing corrective action. Some of the projects completed from the Master Plan recommendations over the last nine years include: addition of the corrosion control system, modifications to the Platte River Pumping Station, repairs to the Kimball Reservoir, installation of increased pumping capacity at the Rogers Pumping Station for the west side of the City, and addition of a second storage reservoir at that location. The second storage reservoir was completed in the spring of 2009, and has been placed in service.

Most of the major improvements made over the last nine years were associated with the City's primary water source, the Platte River Wellfield, or reservoirs and pumping stations. It is the recommendation of the Utilities Department that the planning focus shift to the water distribution system. The 2010 – 2011 Budget includes funding for a major trunk line expansion on the west side of the City. A map of the trunk line route is attached for reference. The water line would be installed on the north side of Old Potash

Highway and the east side of Engleman Road. The Proposed project is designated as Water Main District 456T.

District 456T was created by the City Council in 2008, but the actual construction was postponed until the major supply and water storage projects described above were completed. The recommended project would improve water flow from the recently expanded Rogers Reservoir and pumping station, increase supply redundancy for the northwest area of the City, and provide availability of City water to an area in the early stages of development.

Discussion

Contract specifications and plans were prepared for the project and bidding documents were advertised in accordance with City Procurement Codes. Eleven construction firms received copies of the documents and eight bids were received. These were publicly opened at 2:15 p.m. on October 28, 2010. The “as read” bid information is tabulated below.

	Bidder	Exceptions	Bid Price
1)	Diamond Engineering Company Grand Island, Nebraska	None	\$497,326.50
2)	Van Kirk Brothers Contracting Sutton, Nebraska	Noted	\$501,665.15
3)	Midland Contracting, Inc. Kearney, Nebraska	None	\$528,820.07
4)	Merryman Excavation Woodstock, Illinois	None	\$567,642.80
5)	K2 Real Estate dba K2 Construction Lincoln, Nebraska	None	\$590,891.55
6)	Judds Brothers Construction Lincoln, Nebraska	Noted	\$597,246.10
7)	H.R. Brookstrom Construction Lincoln, Nebraska	None	\$604,257.50
8)	General Excavating Lincoln, Nebraska	None	\$664,031.90

The received bids have been reviewed. Through that process, the following is noted:

Evaluation of Van Kirk Brothers Contracting bid:

- 1) In the unit extension for Item C.1.18, “Salvage and reinstall fire hydrant”, the total price is \$650.00, not \$3,900 as listed.
- 2) The actual sum for all project units is \$501,665.15, not \$500,985.90 as listed for their bid.
- 3) Their bid noted an exception. This was actually a clarification on installation of line-stoppers. The exception does not affect the intent of the specifications.

Evaluation of Judd Brothers Construction Company bid:

- 1) In the unit extension for item C.1.05, 20”x6” M.J. Tee, the actual total price is \$4,620.00, not \$660.00 as listed.
- 2) In the unit extension for item C.1.07, 20”x22.5°, M.J. Bend, the total price is \$2,080.00, not \$2,280.00 as listed.
- 3) The actual sum for all project units is \$597,246.10, not \$597,446.10 as listed for their bid.
- 4) Their bid noted an exception. This was actually a clarification on installation of line-stoppers. The exception does not affect the intent of the specifications.

The bid from K2 Real Estate dba K2 Construction was incomplete in their required submittals.

The other five bids were without errors or exceptions.

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

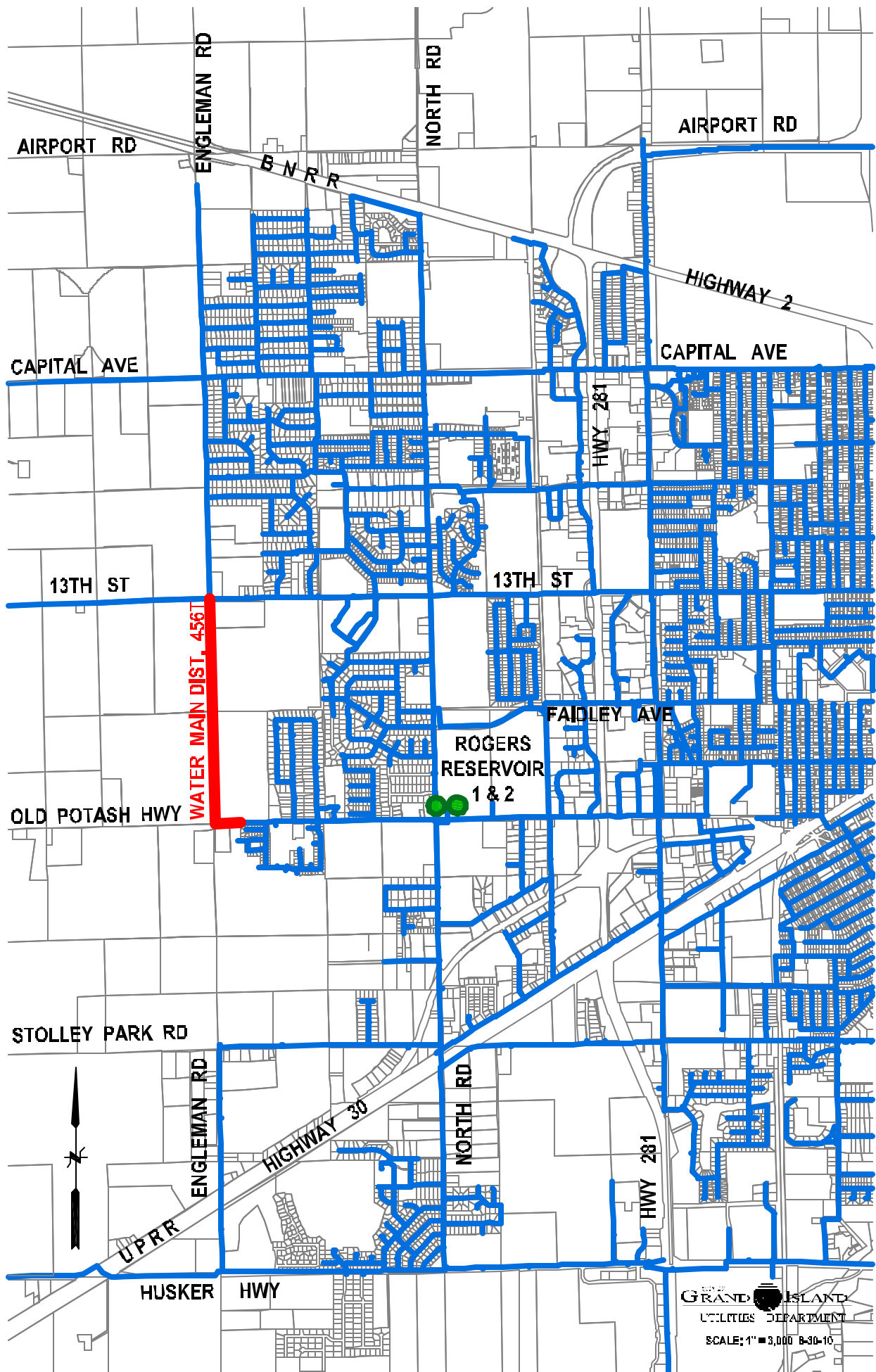
City Administration recommends that the Council award the contract for Water Main District 456T, Old Potash Highway and Engleman Road, to the low responsive bidder, The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$497,326.50.

Sample Motion

Move to approve the contract for Water Main District 456T, Old Potash Highway and Engleman Road to Diamond Engineering Company of Grand Island, Nebraska in the amount of \$497,326.50.

WILLIE'S LUTHERAN
WALKMINISTRIES
Gladys Mary and Engelman David

[illegible]



Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 28, 2010 at 2:15 p.m.

FOR: Water Main District 456T – Old Potash Highway & Engleman Road

DEPARTMENT: Utilities

ESTIMATE: \$670,000.00

FUND/ACCOUNT: 525

PUBLICATION DATE: October 1, 2010

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>K2 CONSTRUCTION</u> Lincoln, NE
Bid Security:	Universal Surety Company	International Fidelity Ins. Co.
Exceptions:	None	None
Bid Price:	\$497,326.50	\$590,891.55

Bidder:	<u>General Excavating</u> Lincoln, NE	<u>Van Kirk Bros. Contracting</u> Sutton, NE
Bid Security:	Universal Surety Company	Fidelity & Deposit Co.
Exceptions:	None	Noted
Bid Price:	\$664,031.90	\$500,985.90

Bidder:	<u>Midlands Contracting, Inc.</u> Kearney, NE	<u>H.R. Bookstrom Construction, Inc.</u> Lincoln, NE
Bid Security:	Travelers Casualty & Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$528,820.07	\$604,257.50

Bidder:	<u>Judds Bros. Construction Co.</u> Lincoln, NE	<u>Merryman Excavation, Inc.</u> Woodstock, IL
Bid Security:	International Fidelity Ins. Co.	Fidelity & Deposit Co.
Exceptions:	Noted	None
Bid Price:	\$597,446.10	\$567,642.80

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator
Tom Barnes, Utilities Eng. Mgr.

Bob Smith, Assist. Utilities Director
Jason Eley, Purchasing Agent
Pat Gericke, Utilities Admin. Assist.

P1438

RESOLUTION 2010-328

WHEREAS, the City Water Department invited sealed bids for construction of Water Main District 456T; and

WHEREAS, on October 28, 2010, bids were received, opened and reviewed; and

WHEREAS, the Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$497,326.50; and

WHEREAS, the bid of the Diamond Engineering Company, is less than the estimate for Water Main District 456T.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of the Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$497,326.50 for Water Main District 456T, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2010	☐ City Attorney



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G12

**#2010-329 - Approving Certificate of Final Completion for
Sanitary Sewer Manhole Rehabilitation Project 2010-MH-REHAB-
1**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 23, 2010

Subject: Approving Certificate of Final Completion for Sanitary
Sewer Manhole Rehabilitation Project 2010-MH
REHAB-1

Item #'s: G-12

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

Background

The project "Sanitary Sewer Manhole Rehabilitation" Project No. 2010-MH REHAB-1 was awarded to Midlands Contracting, Inc. of Kearney, Nebraska, on August 10, 2010 with a contract amount of \$186,868.25. A change order to the contract for \$9,360.00 was approved on October 26, 2010, making for a revised contract total of \$196,228.25. Work commenced on August 25, 2010 and was completed on November 1, 2010.

Discussion

The City Engineer/Public Works Director has reviewed the completed work and has issued a certificate of substantial and final completion in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications.

The rehabilitation project was completed at a total cost of \$176,700.47.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for the Sanitary Sewer Manhole Rehabilitation, Project No. 2010-MH REHAB-1.

Sample Motion

Move to approve the Certificate of Final Completion for the Sanitary Sewer Manhole Rehabilitation, Project No. 2010-MH REHAB-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

SANITARY SEWER MANHOLE REHABILITATION,
PROJECT NO. 2010-MH REHAB-1
CITY OF GRAND ISLAND, NEBRASKA
November 23, 2010

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

This is to certify that SANITARY SEWER MANHOLE REHABILITATION, PROJECT NO. 2010-MH REHAB-1, has been fully completed by Midlands Contracting, Inc, of Kearney, Nebraska under contract dated July 28, 2010. The 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 me as Director of Public Works in accordance with the provisions of Section 16-650 R.R.S., 1943.

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

Sanitary Sewer Manhole Rehabilitation Project No. 2010-MH REHAB-1

SUMMARY OF COST

ITEM #	DESCRIPTION	BID ESTIMATED QUANTITY	BID UNIT PRICE	BID ESTIMATED WORK	QUANTITY COMPLETED	TOTAL WORK COMPLETED
		(UNITS)	(DOLLARS)	(DOLLARS)	(UNITS)	(DOLLARS)
BASE BID						
1	Mobilization	1.00	1,600.00	1,600.00	1.00	1,600.00
2	Replace Manhole Riser Adjustment Ring	5.50	155.00	852.50	0.00	0.00
3	Replace MH Cast Iron Frame & Cover	4.00	435.00	1,740.00	0.00	0.00
4	Install Poly Ring Infiltration Barrier	4.00	375.00	1,500.00	0.00	0.00
5	Remove Step	174.00	7.00	1,218.00	174.00	1,218.00
6	Stop Infiltration Leak Manhole Sidewall	9.00	127.00	1,143.00	13.00	1,651.00
7	Stop Infiltration Leak Manhole Bench & Invert	1.00	250.00	250.00	4.00	1,000.00
8	Manhole Repair Patching	18.00	127.00	2,286.00	0.00	0.00
9	MH Rehab 4' Cementitious Lining	237.00	130.00	30,810.00	236.9	30,797.00
10	Cementitious Lining Additional 1/2" Thick	29.00	57.00	1,653.00	29.00	1,653.00
11	Cementitious Lining Additional 1" Thick	44.00	99.00	4,356.00	44.00	4,356.00
12	Cementitious Lining Additional 1.5" Thick	20.00	134.00	2,680.00	20.00	2,680.00
13	MH Rehab 4' Epoxy Lining	309.00	143.00	44,187.00	308.91	44,174.13
14	Remove & Replace Pavement	12.00	69.00	828.00	0.00	0.00
15	Traffic Control 1-Lane with Flagmen Crew	18.00	1,250.00	22,500.00	18.00	22,500.00
16	Remove & Replace Manhole Inside Drop Piping	6.00	1,100.00	6,600.00	0.00	0.00
Subtotal Base Bid				\$124,203.50		\$111,629.13

SUMMARY OF COST (Cont.)

ITEM #	DESCRIPTION	BID ESTIMATED QUANTITY (UNITS)	BID UNIT PRICE (DOLLARS)	BID ESTIMATED WORK (DOLLARS)	QUANTITY COMPLETED (UNITS)	TOTAL WORK COMPLETED (DOLLARS)
Additive Bid						
17A	Mobilization	1.00	1,400.00	1,400.00	0.00	0.00
18A	Remove Step	112.00	7.00	784.00	112.00	784.00
19A	Stop Infiltration Leak Manhole Sidewall	1.00	127.00	127.00	0.00	0.00
20A	Stop Infiltration Leak Manhole Bench & Invert	3.00	250.00	750.00	0.00	0.00
21A	Manhole Repair Patching	10.25	215.00	2,203.75	4.00	860.00
22A	MH Rehab 4' Cementitious Lining	189.10	117.00	22,124.70	189.10	22,124.70
23A	Cementitious Lining Additional 1/2" Thick	30.00	57.00	1,710.00	30.00	1,710.00
24A	Cementitious Lining Additional 1" Thick	39.00	99.00	3,861.00	39.00	3,861.00
25A	Cementitious Lining Additional 1.5" Thick	1.00	154.00	154.00	0.00	0.00
26A	MH Rehab 4' Epoxy Lining	189.10	133.00	25,150.30	189.10	25,150.30
27A	Remove & Replace Manhole Inside Drop Piping	4.00	1,100.00	4,400.00	1.00	1,100.00
	Subtotal Additive Bid	0.00		\$62,664.75		\$55,590.00
CO1	Change Order #1-MH Rehab 4' Cementitious Lining		130.00		72.00	\$9,360.00
	TOTAL CONSTRUCTION COST			\$186,868.25		\$176,579.13

SUMMARY OF OTHER COST

DESCRIPTION	COST (DOLLARS)
A. Advertising in Grand Island Daily Independent	\$121.34

**TOTAL COST OF SANITARY SEWER MANHOLE
REHABILITATION, PROJECT NO. 2010-MH
REHAB-1**

\$176,700.47

Respectfully submitted,

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

November 23, 2010

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

I hereby recommend that the Engineer's Certificate of Final Completion for Sanitary Sewer Manhole Rehabilitation be approved.

Respectfully submitted,

Margaret Hornady
Mayor

RESOLUTION 2010-329

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Substantial and Final Completion for the Sanitary Sewer Manhole Rehabilitation Project 2010-MH REHAB-1 for the Wastewater Division of the Public Works Department for the City of Grand Island certifying that Midlands Contracting, Inc., of Kearney, Nebraska, completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Substantial and Final Completion for the Sanitary Sewer Manhole Rehabilitation Project 2010-MH REHAB-1 for Waste Water Division is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G13

#2010-330 - Approving the Adoption of the Resolution to Comply with Local Public Agency Guidelines Manual by Designating a Responsible Charge

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 23, 2010

Subject: Approving the Adoption of a Resolution Designating Responsible Charge Individuals for Federal Aid Transportation Projects

Item #'s: G-13

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

Background

Grand Island is a Local Public Agency (LPA) in the State of Nebraska receiving federal transportation funding from the Federal Highway Administration (FHWA). FHWA federal transportation funds are limited to Roadway, Bridge, and Trail Projects. As a sub-recipient of federal transportation funding, the City of Grand Island is charged with the responsibility of spending these funds in accordance with Federal and State law. The Nebraska Department of Roads (NDOR) administers these funds under guidelines in the NDOR's Local Projects Agency (LPA) Manual.

Discussion

There are a number of requirements to comply with the NDOR's LPA Manual, one of which is the designation of a Responsible Charge (RC) individual to oversee federal aid transportation projects.

At the February 9, 2010 council meeting Public Works Director, Steven Riehle, was named the City's RC for all projects receiving federal transportation funding. With the recent hire of Project Manager, Scott Griepenstroh, who is also certified as an RC, projects are being shifted to Scott as the RC.

Passing the resolution will designate the RC for each of the current projects the City is working on.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve a resolution, designating the Responsible Charge individuals for all currently active federal aid transportation projects.

Sample Motion

Move to approve the resolution designating Responsible Charge individuals.

R E S O L U T I O N 2010-330

DISCLAIMER APPLICABLE TO THE LPA RESOLUTION DESIGNATING RC

The following is a resolution drafted by the Nebraska Department of Roads (NDOR) that includes definitions and substantive commitments required of a Local Public Agency (LPA) when designating a public employee to be in Responsible Charge (RC) of a Federal-aid transportation project. This sample resolution should only be used after the LPA has thoroughly reviewed all Federal-aid program requirements, investigated all issues related to the LPA's statutory duties and responsibilities, and determined that it is in its best interest to designate a RC public employee and to undertake a Federal-aid project. NDOR has not made any effort to investigate, or include in this sample resolution, the other requirements that the LPA must meet in order to undertake a project of this type or to designate a RC. **Any changes to the definitions or the substantive commitments of this sample resolution shall be approved in advance in writing by NDOR, or such changes will be considered null and void.** The LPA is ultimately responsible for all language used in its actual resolution and in making sure that the resolution is accurate and complete and meets all requirements of Federal, State and local laws, rules, regulations, policies and guidelines, and the NDOR LPA Guidelines Manual for Federal-aid Projects.

**RESOLUTION
(DESIGNATING RC)**

City of Grand Island _____

Resolution No. 2010-330 _____

Whereas: The CITY OF GRAND ISLAND has a full-time public employee on staff, or has obtained the services of a full-time public employee (an inter-local cooperation agreement, if applicable, is attached) who is fully qualified and has the time and interest in serving as a “Responsible Charge” (RC) for this project. The designated RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities, with the express purpose of doing all things necessary for the project to remain eligible for federal-aid transportation project funding; and

Whereas: the RC will ensure that, at a minimum, (1) the project receives independent and careful development, supervision and inspection, (2) the project is constructed in compliance with the plans and specifications, (3) all aspects of the project, from planning through construction activities, including all environmental commitments, remain eligible for federal funding, and (4) decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion.

For purposes of this resolution, the following definitions will apply:

Fully qualified means a person who has satisfactorily completed all applicable Nebraska Department of Roads (NDOR) training courses and who has met the other requirements necessary to be included on the NDOR list of qualified Local Public Agency (LPA) RCs.

Full-time public employee means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing public entity. A person is not a full-time public employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to NDOR in advance, that employee’s non-public employment is in a field unrelated to any aspect of the project for which federal aid is sought.

Public employee means a person who is employed solely by a county, a municipality, a political subdivision; a Native American tribe; a school district; another entity that is either designated by statute as public or quasi-public; or an entity included on the list of entities determined by the NDOR, and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

Responsible charge means the public employee who is fully empowered by the LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the federal-aid project from planning through construction project activities, including all environmental commitments. The RC is the day-to-day project manager, and the LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that the RC may delegate or contract certain technical tasks associated with the project so long as the RC actively manages and represents the owner's interests in the delegated technical tasks.

Be It Resolved: by the City Council of the CITY OF GRAND ISLAND that:

STEVEN RIEHLE is hereby designated as Responsible Charge (RC) for pre-construction and construction phases, in accordance with the Project Program Agreement previously executed, the NDOR LPA Guidelines Manual for Federal-aid Projects, and all Federal, State and local laws, rules, regulations, policies and guidelines for the following Federal-aid transportation projects:

NDOR Project Number [URB-2235(5)],

NDOR Control Number [42519],

Northbound Lanes of South Locust Street, North of Interstate 80

NDOR Project Number [SRTS-40(57)],

NDOR Control Number [42521],

Walk to Walnut Safe Routes to School Project at 15th Street and Custer Avenue

NDOR Project Number [STPAA-5436(4)],

NDOR Control Number [42427],

Capital Avenue Widening from west of Carleton Avenue to Webb Road

Be It Resolved: by the City Council of the CITY OF GRAND ISLAND that:

SCOTT GRIEPENSTROH is hereby designated as Responsible Charge (RC) for pre-construction and construction phases, in accordance with the Project Program Agreement previously

executed, the NDOR LPA Guidelines Manual for Federal-aid Projects, and all Federal, State and local laws, rules, regulations, policies and guidelines for the following Federal-aid transportation projects:

NDOR Project Number [URB-30-4(151)],

NDOR Control Number [42477],

Storm Sewer from US Highway 30 to Wasmer Detention Cell

NDOR Project Number [ENH-40(59)],

NDOR Control Number [42650],

Bike Trail along Moore's Creek Drainway; State Street to Capital Avenue

The City of Grand Island assures and agrees that:

- 1) It has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject federal-aid project; this does not mean merely supervising, overseeing or delegating the various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision-making.
- 2) The RC is a full-time public employee.
- 3) The RC is fully qualified and has successfully completed required training to serve as a RC.
- 4) It will allow the RC to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, remain eligible for federal-aid highway project funding.
- 5) It will not assign other duties to the RC that would affect his or her ability to properly carry out the duties set out in this agreement.
- 6) It will provide necessary office space, materials and administrative support for the RC.
- 7) It will fully cooperate with, support and not unreasonably interfere with the day-to-day control of the RC concerning the acts necessary for making the project eligible for federal funding.
- 8) It will take all necessary actions and make its best good faith efforts to comply and assist the RC in complying with all federal and state requirements and policies applicable to federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 CFR 635.105.

- 9) It will take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the Nebraska Department of Roads must meet under 23 CFR 635.105.
- 10) It will comply with the conflict-of-interest requirements of 23 CFR 1.33.
- 11) It will notify NDOR immediately in the event the designated RC(s) will no longer be assigned to the project. **A supplemental agreement designating a replacement RC may be required by NDOR.**
- 12) It is ultimately responsible for complying with all federal and state requirements and policies applicable to federal-aid highway projects. This includes meeting all post-construction environmental commitments. The LPA understands that failure to meet any eligibility requirements for federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the LPA or its agents or representatives result in a finding that a project is ineligible for Federal funding, the LPA will be required to repay NDOR some or all previously paid Federal funds and any costs or expenses NDOR has incurred for the project, including but not limited to, those costs for the RC.

The CITY OF GRAND ISLAND understands that the following are the duties of the RC:

- a) Serve as the LPA's contact for issues or inquiries for Federal-aid projects assigned by the LPA;
- b) Ensure that all applicable Federal, State and local laws, rules, regulations, policies and guidelines are followed during the development and construction of the project;
- c) Know and follow the NDOR LPA Guidelines Manual for Federal-aid Projects;
- d) Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision-making;
- e) Ensure that the project plans and specifications are sealed, signed and dated by a professional engineer licensed in the State of Nebraska, and that estimates have been prepared and the construction has been observed by a professional engineer licensed in the State of Nebraska or a person under the direct supervision of a professional engineer licensed in the State of Nebraska (reference Neb. Rev. Stat. § 81-3445);
- f) Competently manage and coordinate the project day-to-day operations, including all project-related decisions, on behalf of the LPA, which includes the LPA's governing body, staff and any extended staff dedicated to the project such as consulting engineers;
- g) Ensure that project documents are thoroughly checked, reviewed and have had quality control measures applied, prior to submitting to NDOR and/or FHWA;
- h) Monitor the progress and schedule of the project and be responsible for ensuring that the project is completed on time in accordance with established milestone dates;
- i) Properly serve as the owner's representative, and to visit the project site during construction on a frequency commensurate with the magnitude and complexity of the project;
- j) Ensure that proper construction management processes have been developed and implemented for the project;

- k) Serve as a steward of the public funds, i.e. ensure that the public gets what it is paying for;
- l) Attend all required training including the annual workshop; and
- m) Fulfill continuing education requirements as specified in the NDOR LPA Guidelines Manual for Federal-aid Projects.

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

The City Council of the CITY OF GRAND ISLAND

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

Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the motion
Roll Call: ___ Yes ___ No ___ Abstained ___ Absent
Resolution adopted, signed and billed as adopted

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G14

**#2010-331 - Approving Authorization for Emergency Sanitary
Sewer Repairs on Bismark Road, Between Sycamore Street and
Kimball Street**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: November 23, 2010

Subject: Approving Authorization for Emergency Sanitary Sewer Repairs on Bismark Road, Between Sycamore Street and Kimball Street

Item #'s: G-14

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

Background

Due to a broken 15" sanitary sewer main on Bismark Road, between Sycamore Street and Kimball Street emergency sanitary sewer repairs are needed. Once enough sand around the pipe and manhole washed into the sewer pipe and was carried away, a void formed around the manhole and the manhole started to sink.

To repair the break Bismark Road will need to be closed, up to half of the street removed and replaced, sewer pipe removed and replaced back to a good piece of pipe, and a new manhole built. A dewatering well will be dropped in about 15 to 20 feet north of the Bismark sidewalk on parks property. During the repair, Wastewater staff will set up a bypass pump to pump around the repair.

Discussion

Contact was made with three contractors, Starostka Group, O'Hara Plumbing, and The Diamond Engineering Company. Starostka Group does not have a crew in the area and O'Hara Plumbing is not available due to other projects. The Diamond Engineering Company of Grand Island, Nebraska is able to make the necessary repairs and estimated the cost at \$27,000.00.

The Diamond Engineering Company will be paid based on time and materials actually incorporated into the repair work, with a maximum of \$27,000.00. We are requesting permission to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

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 usage of the City's Emergency Procurement Procedures and pass a resolution authorizing The Diamond Engineering Company to perform the repairs.

Sample Motion

Move to approve the use of the City's Emergency Procurement Procedures and authorize The Diamond Engineering Company to perform the repairs.

RESOLUTION 2010-331

WHEREAS, the Wastewater Division of the Public Works Department needed to perform and emergency sanitary sewer repair on Bismark Road, between Sycamore Street and Kimball Street; and

WHEREAS, the estimated cost is \$27,000 (actual cost and payment will be based on time and materials); and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska has been requisitioned to do said repairs, and

WHEREAS, two other contractors were contacted to provide quotes for the work but they don't have crews available or time to perform the work.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repair on Bismark Road, between Sycamore Street and Kimball Street by The Diamond Engineering Company of Grand Island, Nebraska, at a maximum cost of \$27,000 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2010	☐ City Attorney



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G15

#2010-332 - Approving Bid Award for Hybrid 4-Door Sedan

Staff Contact: Troy Hughes

Council Agenda Memo

From: Troy Hughes, Fire Chief
Meeting: November 23, 2010
Subject: RFP for Hybrid Sedan
Item #'s: G-15
Presenter(s): Troy Hughes, Fire Chief

Background

The Grand Island Fire Department currently utilizes a 1993 Ford Bronco to transport the Life Safety Division Chief during the course of his duties. This unit is powered by a large V-8 motor that consumes a great deal of fuel. Driving the unit under city driving conditions results in very poor fuel economy. This unit is also used as a department snow plow during the winter season. The department is seeking to replace this vehicle with a more economical vehicle. The department sent a request for proposal to 16 potential suppliers for a replacement vehicle.

Discussion

Only two suppliers submitted proposals. Cornhusker Toyota of Grand Island and Performance Toyota of Lincoln were the two suppliers that submitted proposals. Proposals were scored in five areas, price and delivery, fuel efficiency, interior capacities, warranty and service, and auxiliary equipment.

Both proposals were for identical cars (2010 Toyota Prius) which caused them to score equally except in pricing in which Performance Toyota was lower and therefore received a higher score. Performance Toyota's price was \$21,525 and Cornhusker Toyota's price was \$22,455 for a difference of \$930.

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 Performance Toyota proposal at a price of \$21,525 to supply one 2010 Toyota Prius.

Sample Motion

Move to approve.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
HYBRID 4-DOOR SEDAN**

RFP DUE DATE: November 15, 2010 at 4:15 p.m.

DEPARTMENT: Fire

PUBLICATION DATE: October 28, 2010

NO. POTENTIAL BIDDERS: 16

SUMMARY OF PROPOSALS RECEIVED

Performance Toyota of Lincoln
Lincoln, NE

Cornhusker Toyota
Grand Island, NE

cc: Troy Hughes, Fire Chief
Mary Lou Brown, Finance Director
Jason Eley, Purchasing Agent

Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Chris Hoffman, Fire Admin. Assist.

P1442

RESOLUTION 2010-332

WHEREAS, the City Of Grand Island sent out requests for proposals to sixteen potential vendors to supply a new hybrid 4-door sedan vehicle meeting five areas of criteria for the Grand Island Fire Department. Two proposals were received and evaluated; a copy is on file with the City Clerk; and

WHEREAS, on November 15, 2010 requests for proposals were received, opened and reviewed; and

WHEREAS, the proposal from Performance Toyota of Lincoln, Nebraska scored the highest in these areas: price and delivery, fuel efficiency, interior capacities, warranty and service and auxiliary equipment for a price of \$21,525. This proposal was for \$930 less than the other supplier; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Performance Toyota of Lincoln, Nebraska in the amount of \$21,525 for one 2010 Toyota Prius is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G16

#2010-333 - Approving Bid Award for Outdoor Warning Sirens

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: November 23, 2010

Subject: Hazard Mitigation Grant - Sirens

Item #'s: G-16

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

Hall County-Grand Island Emergency Management operates and maintains 38 outdoor warning sirens to alert the public of dangerous weather and other hazards. The vast majority of these devices (27 remaining) were installed between 1979 and 1981. These devices have an anticipated life span of 30 years, and existing sirens are already failing at a rate of almost 1-2 annually over the past few years.

Unfortunately, many repair parts are no longer available for these older models. Sirens which fail are replaced at significant cost on a case-by-case basis. In the past, the Emergency Management Department has planned to replace two sirens a year, as necessary. However, the department anticipates a windfall of future siren failures as these devices reach and exceed their 30-year life-span. Local funds are not likely to be sufficient to keep up with the anticipated number of replacements needed.

Council approved a grant application by Resolution 2010-8. This grant was awarded for a \$60,000 project to replace four (4) sirens. The City budgeted the 25% match (\$15,000) in the Emergency Management Capital Improvement budget.

Discussion

The FEMA Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the HMGP is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster. The HMGP is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

The HMGP Grant funds up to 75% of approved projects with a local match of 25%. The Department has funds budgeted for one siren in Capital Outlay and plans to use these funds as the 25% matching funds.

The Emergency Management Department recently completed a formal bid process for the purchase and installation of four (4) sirens. DANKO Emergency Equipment provided the lowest bid of \$48,929.12 for the purchase and installation of these sirens. The Department recommends that Council award this bid to DANKO Emergency Equipment.

Each of these new sirens has a considerably larger effective radius of 70dB estimated at 6200 feet in all directions. Sirens listed to be replaced have much smaller radii, such as 1600 feet. This will allow fewer sirens serve the community and can lead to lower utility costs over the long term (see attached pdf map).

Hall County Siren Installation List (Year One)					
<u>Siren #</u>	<u>Description</u>	<u>Installed Year</u>	<u>Latitude / Longitude</u>	<u>Current 70dB Radius (ft)</u>	<u>New 70dB Radius (ft)</u>
3	Cairo, Village of - 300 South High St.- Behind Senior Citizen Center	1981	N41 00.023 W98 36.474	1600	6200
16	3436 South Locust - Across from Walmart	1981	N40 53.138 W98 20.398	1600	6200
19	1800 Block of N Hancock (Just North of Kingston & Hancock)	1981	N40 56.238 W98 22.409	3200	6200
New	US 281 & Wood River Road (I-80 Interchange/Mormon Island Campground)	N/A	TBD	N/A	6200

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 bid award to DANKO Emergency Equipment.

Sample Motion

Move to approve the bid award for outdoor warning sirens to DANKO Emergency Equipment of Snyder, Nebraska in the amount of \$48,929.12.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 16, 2010 at 2:00 p.m.

FOR: Outdoor Warning Sirens

DEPARTMENT: Emergency Management

ESTIMATE: \$

FUND/ACCOUNT: 25111601-85213
25111601-25104

PUBLICATION DATE: November 2, 2010

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Acoustic Technology, Inc.</u> East Boston, MA	<u>Front Line Plus Fire & Rescue</u> Monticello, MN
Bid Security:	Travelers Casualty & Surety	\$4,167.50
Exceptions:	None	Noted
Bid Price:		
Sirens Only:	\$46,368.00	\$57,700.00
Installation Only:	\$14,700.00	\$23,800.00
Sirens & Install.:	\$61,068.00	\$83,350.00
Bidder:	<u>American Signal Corporation</u> Milwaukee, WI	<u>Federal Signal Corporation</u> University Park, IL
Bid Security:	North American Specialty Ins. Co.	Safeco Insurance Co.
Exceptions:	None	None
Bid Price:		
Sirens Only:	\$41,100.00	\$32,425.12
Installation Only:	\$15,980.00	No Bid
Sirens & Install.:	\$57,080.00	\$48,929.12

cc: Jon Rosenlund, Emergency Management Director
Jason Eley, Purchasing Agent

Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

P1444

RESOLUTION 2010-333

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to file an application through the Federal Emergency Management Agency and Nebraska Emergency Management Agency for a Hazard Mitigation Program Grant; and

WHEREAS, the Federal Emergency Management Agency and Nebraska Emergency Management Agency are presently accepting grant applications for hazard mitigation; and

WHEREAS, a grant has been awarded to conduct an Outdoor Warning Siren Replacement and Installation Project for the City of Grand Island and other Hall County Communities; and

WHEREAS, Council previously adopted resolution 2010-8 authorizing a grant application with a grant total of \$45,000 and a 25% local match of \$15,000, (project total of \$60,000) and

WHEREAS, a recently completed bid process produced a successful bid below budget, from DANKO Emergency Equipment (Snyder, NE) for a total of \$48,929.12, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to award this bid to DANKO Emergency Equipment on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2010	☐ City Attorney



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G17

#2010-334 - Approving Contract for Crime Mapping Services

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: November 23, 2010

Subject: Contract for Crime Mapping Services

Item #'s: G-17

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department would like to provide the citizens of our community a crime mapping service on our web site. Crime mapping services provide a software package that allows the community to observe where selected crimes occur in the City over a specific period of time. The Omega Group is offering to implement their "CrimeMapping" software program with the Police Department for one year at no cost for the service. The annual cost for the service would be \$100 per month or \$1200 a year after the first year if the Police Department would continue the service. The Police Department is not obligated to maintain the service after the first year if funding is not available.

Discussion

The Omega Group is a software company that provides the City's GIS software. They offer a crime mapping software package called "CrimeMapping." CrimeMapping software takes basic information from selected police offenses and then displays them on a map of the City using symbols to designate the different types of offenses. The Omega Group also establishes a link to access the CrimeMapping software from the Police Department web page. This allows anyone to access the crime information from the Police Department web site.

Each selected category of crime is displayed with a unique symbol. Basic information about the crime such as type of crime, case number, date, and location will appear when a user clicks on a symbol. The Police Department will select the types of crimes and the reporting period, that will be displayed on the CrimeMapping site. Once the initial setup is achieved, the CrimeMapping software retrieves the crime data from our records

management software without additional Police Department personnel resources being needed to serve the site.

The Omega Group will install and provide CrimeMapping to the Police Department for one year free of costs. The Police Department has ability to decide to maintain the service or cancel the service after the first year. There would be no costs if the Department decided to cancel the service after the first year. The annual fee to maintain the service after the first year is \$1200 per year. This is competitive with another similar company that would charge \$99 per month for their service. The Police Department can cancel the contract any year with notice.

The Cities of Lincoln and Omaha Police Departments provide CrimeMapping to their communities on their web sites if you would like to see how the service works. We are not proposing to provide narratives as provided on the Lincoln site as it would require our staff time to post and enter the narratives.

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 contract with The Omega Group Inc. to provide “CrimeMapping” software services to the Police Department at no cost for the first year of service and an annual cost of \$1,200 per year for additional service.

Sample Motion

Move to approve the contract with The Omega Group Inc. to provide “CrimeMapping” software services to the Police Department at no cost for the first year of service and an annual cost of \$1,200 per year for additional service and authorize the Mayor to sign all related documents.

November 9, 2010

Pat Larson
GIS Specialist
City of Grand Island, NE

Re: CrimeMapping.com

Dear Pat Larson,

CrimeMapping.com has been developed by The Omega Group to help law enforcement agencies provide the public with valuable information about recent crime activity by neighborhood. A well informed citizenry has been proven effective in reducing crime. CrimeMapping.com will greatly enhance your community oriented policing efforts as well as provide your agency with increased transparency.

ESRI core technology helps CrimeMapping.com provide the most accurate and timely data available. We generalize information by block address and can filter out any victim sensitive crimes as needed. CrimeMapping.com never posts any data without the full permission of each agency and we never scrape data from other sites.

The Omega Group has been dedicated to building safer communities since 1992. Our professional experience includes working with over 500 law enforcement agencies throughout North America in implementing our CrimeView Enterprise solutions, which focus on mapping and analysis applications for crime analysts, officers, command staff and the community. The Omega Group is an ESRI (Premier) Foundation Partner, recognized by ESRI for its development of solutions built on ESRI technology.

Please do not hesitate to let me know if you have any questions; our toll-free number is:

(800) 228-1059

Thank you,



Chris Baldwin
Regional Sales Executive



CrimeMapping.com

The Omega Group hosts CrimeMapping.com. **There are no hardware, software or setup costs for choosing our CrimeMapping.com solution.**

The tasks below are related to the development and deployment of your CrimeMapping.com application using Web based maps and ESRI technology. You will have the choice to either go live with your data directly to CrimeMapping.com or test it for a limited time in our staging area. The maximum duration for testing within the staging environment is thirty (30) days. A static IP Address is required for our automated import process.

Professional Services:

No Charge

Task 1 CrimeMapping.com Project Planning

- Identify data source for incident data (RMS preferred)
- Identify data fields from incident reports to be displayed in CrimeMapping.com (fields used include: *address, crime type, description, date/time and case number*)

Task 2 CrimeMapping.com Development and Deployment

- Set up Import Wizard – CrimeMapping.com (CM) Layer Output
- Set up Omega Extractor - Server Preparation
- Set up Omega Extractor - Client Installation
- Set up Omega Extractor – Automation (Web Service – static IP Address required)
- Test CrimeMapping.com application functionality in staging area as needed
- Launch your CrimeMapping.com application live at Web site!

Note: Currently a minimum of ArcGIS 9.2 Service Pack 4 is required in order to provide clients with our CrimeMapping.com service. All labor will be performed by The Omega Group. The Omega Group will supply ArcGIS if needed. Please refer to esri.com for information on the minimum requirements for ArcGIS.

Hosting Fee:

ESRI ELA Package (12 Months at No Cost)

The Omega Group will host the application for a period of (1) one year from the date your data is live for public use. At the end of the (1) one year term, the renewal fee will be **\$100.00 per month (\$1,200 per year)**.

When fees are due, your agency will be invoiced for the annual agreement amount once your data is posted live at CrimeMapping.com. Payment is due thirty (30) days from invoicing. In the case of credit card payments The Omega Group will automatically charge Customer Credit Card on file all fees associated with the account on the due date. The Omega Group may, at its option, charge a 10% fee for late payments. Cancellation of the annual hosting agreement must be requested in writing sixty (60) days prior to the expiration date.

Project Description

The Omega Group will set up an automated export of crime data to the hosted CrimeMapping.com application. The data will be cleaned and geocoded at the client site, and then exported via a Web service transmission to The Omega Group's secured hosting facility.

Client Roles and Responsibilities

Critical to the success of every implementation is having the appropriate client staff prepared to be active participants and to understand what is expected from them for the duration of the implementation.

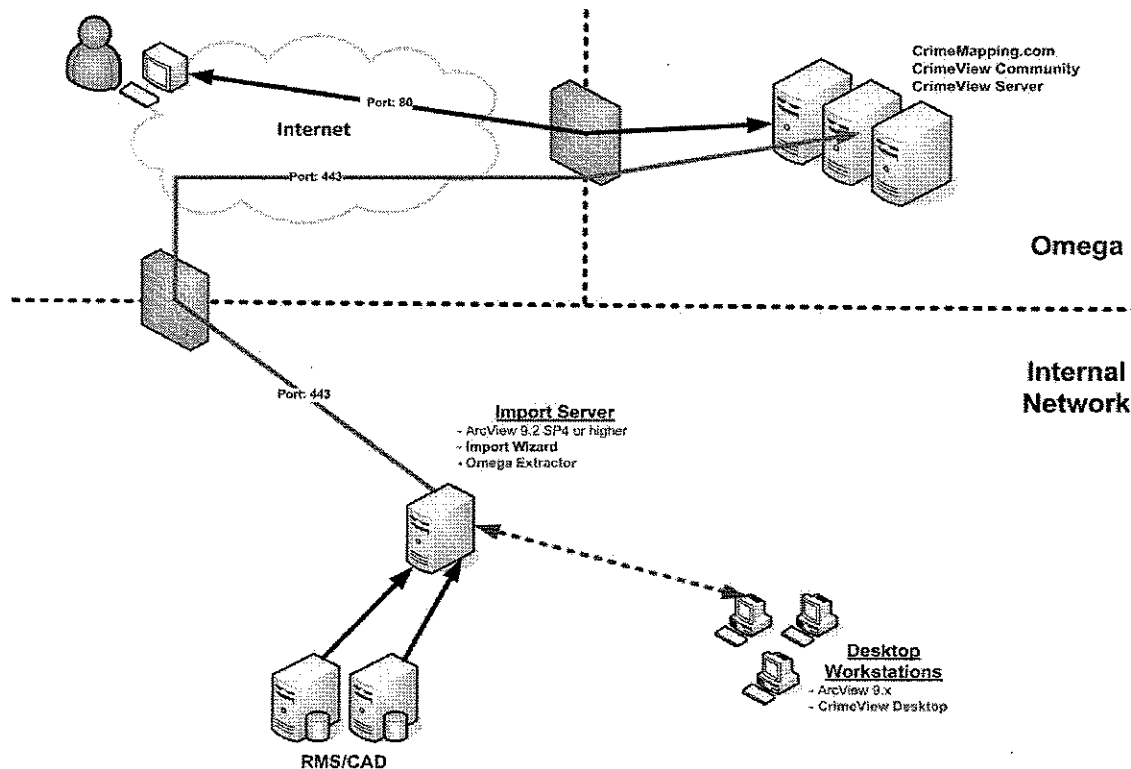
Database Administrator

The client should expect to provide staff resources who can demonstrate knowledge of the tabular structure (schema) of the RMS and other data sources. This assistance would primarily be in the form of understanding database structure and table relationships.

Project Specifications

Data Flow

The diagram below depicts the data flow from the Law Enforcement Databases to the CrimeMapping.com application.



CrimeMapping.com Hosting Agreement

1. Services

Omega shall retain the right to perform work for others during the terms of this Agreement.

- 1.1 Purpose. This Agreement sets forth the terms and conditions under which Omega agrees to host Software and provide all other services, data import / export, monitoring, support, backup, technology upgrades, and training necessary for Customer's productive use of such software (the "Services"), as further set forth in the proposal. This Agreement and the proposal shall remain in effect unless terminated as provided herein.
 - 1.1.1 Authorized Users. Unless otherwise limited in the proposal, Customer and any of its constituents that have a need to use the Software for the benefit of Customer shall have the right to operate and use the same. As a part of the Service, Omega shall be responsible for setting up identification and password use for staging purposes only.
- 1.2 Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Omega, giving due consideration to the requests of Customer.
- 1.3 Backup and Recovery of Customer Data. As a part of the Services, Omega is responsible for maintaining a contemporaneous backup of Customer Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. Additionally, Omega shall store a backup of Customer Data no less than daily; however Omega will not be responsible for Customer Data lost after the most current backup and before the next scheduled backup.
- 1.4 Change Order Procedure. Customer may, upon written notice, request increases or decreases to the scope of the Services under the proposal. If Customer requests changes in the scope, Customer shall notify Omega, and Omega shall notify Customer whether or not the change is feasible and any associated costs for the change. With approval from both parties, Omega shall issue a change order, which will be executed by both parties.

2. Term and Termination.

- 2.1 Term. Unless this Agreement is terminated earlier in accordance with the terms set forth in this Section, the term of the proposal (the "Initial Term") shall commence on the Effective Date and continue for 12 months thereafter. Following the Initial Term, the proposal shall automatically renew for successive one year terms (each, a "Renewal Term") until such time as Customer provides Omega with written notice of termination; provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.

- 2.2 Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non breaching party may terminate this Agreement for cause as of a date specified in such notice.
- 2.3 Payments upon Termination. Upon the expiration or termination of this Agreement for any reason, Customer shall pay to Omega all undisputed amounts due and payable hereunder.
- 2.4 Return of Materials. Upon expiration or earlier termination of this Agreement, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. In the case of Customer Data, Omega shall, immediately upon termination of this Agreement, certify the destruction of any Customer Data within the possession of Omega. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

3. **Non-Disclosure of Confidential Information**

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

- 3.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning.

4. **Proprietary Rights.**

- 4.1 Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, Omega may use software and related processes, instructions, methods, and techniques that have been previously developed by Omega (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Omega.
- 4.2 Data of Customer. Customer's information, or any derivatives thereof, contained in any Omega repository (the "Customer Data," which shall also be known and treated by Omega as Confidential Information) shall be and remain the sole and exclusive property of Customer. Omega is provided a license to Customer Data hereunder for the sole and exclusive purpose of providing the

Services, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.

4.4 The provisions of this Section shall survive the termination of this Agreement.

5. **Information Security.**

Omega provides an information security environment to protect Customer's information assets.

5.1 Undertaking by Omega. Without limiting Omega's obligation of confidentiality as further described herein, Omega shall be responsible for establishing and maintaining an information security environment that is designed to: (i) ensure the security and confidentiality of the Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Protected Data; (iii) protect against unauthorized access to or use of the Protected Data; (iv) ensure the proper disposal of Protected Data.

6. **Fees and Expenses.**

Customer shall be responsible for and shall pay to Omega the fees as further described in the proposal, subject to the terms and conditions contained therein. Any sum due Omega for Services performed for which payment is not otherwise specified shall be due and payable Forty-Five (45) days from Invoice Date by Customer of an invoice from Omega.

6.1 Billing Procedures. Omega shall bill to Customer the sums due pursuant to the proposal by Omega's invoice, which shall contain: (a) Customer purchase order number, if any, and invoice number; (b) description of Services rendered; (c) the Services fee or portion thereof that is due; and, (d) total amount due. Omega shall forward invoices in electronic copy format to _____.

6.2 Non-binding Terms. Any terms and conditions that are included in Omega invoice shall be deemed to be solely for the convenience of the parties, and no such term or condition shall be binding upon Customer.

6.3 Late Payments. Payments made by Customer later than forty-five (45) days from Invoice Date are subject to a fifteen (15%) penalty increase in fees.

7. **Disclaimer of Warranties**

Except as expressly provided herein, The Omega Group, and its owners, employees, affiliates, agents, vendors, and the like, make no warranty connection with The Omega Group hardware or services, whether written or oral, statutory, express or implied, including without limitation the warranties of title, non-infringement, merchantability, and fitness for a particular purpose.



8. **Limitation of Liability.**

The Omega Group, its owners, employees, affiliates, agents, vendors, and the like shall not be liable for any lost profits, lost business, lost data or direct, indirect, incidental, special, or consequential damages that result from the use or inability to use The Omega Group hardware or services. Customer agrees that its sole and exclusive remedy shall be return or reduction of fees payable to The Omega Group.

9. **General Provisions.**

9.1 Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California as they apply to a contract executed, delivered, and performed solely in such State.

9.3 Remedies. All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

9.4 Notices. Any notices to be given hereunder by either party to the other may be effected either by email, personal delivery in writing or by first class mail. Mailed notices shall be addressed as listed below, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two days after mailing.

Grand Island Police Department

Grand Island, NE

The Omega Group

5160 Carroll Canyon Road, Suite 100

San Diego, CA 92121

Attn:

Attn: Account Payable

9.5 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Omega for Customer and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

9.6 Severability. If any of the provisions of this Agreement are ruled illegal, invalid or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, they shall, to that extent, be deemed omitted, and the remainder of this Agreement shall continue to be in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver



of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

- 9.7 Headings. The section headings used herein are for reference only, and shall not limit or control any term or provision of this Agreement or the interpretation or construction hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Omega:

**The Omega Group, Inc.,
a California corporation,**

Milan Mueller, President

Date

Customer:

~~Grand Island Police Department,~~
City of Grand Island, NE

Name

Date

Title

NOTE: Page 8 of this document must be completed and contain an authorized signature in order for work to proceed with CrimeMapping.com. This completed document can be faxed back to The Omega Group offices at:

FAX: (858)450-0239 or e-mailed to sales@theomegagroup.com

If you have any questions please feel free to contact us at: (800)228-1059

NON-DISCLOSURE

This estimate has been prepared by the sales division of The Omega Group and is a confidential document that contains ideas, concepts, methods and other proprietary information. Readers are to treat the information contained herein as confidential and may not copy or reproduce any of these materials for distribution outside of their organization without the written permission of The Omega Group. The Quote will remain valid for budgetary purposes only for up to 6 months from the date of creation.

RESOLUTION 2010-334

WHEREAS, The Grand Island Police Department's goal is to provide more information to citizens about crime in Grand Island, and

WHEREAS, The Omega Group provides CrimeMapping software services that allow law enforcement agencies to provide crime data information on their web site, and

WHEREAS, CrimeMapping software works with the City's GIS software and the Police Department's records management software, and

WHEREAS, The Omega Group will install and provide the CrimeMapping program free for one year with competitive costs for additional years of service

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 contract for the CrimeMapping program with The Omega Group.

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G18

**#2010-335 - Approving MOU with the Federal Bureau of
Investigations for Safe Streets Task Force**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: November 23, 1010

Subject: Federal Safe Streets Task Force

Item #'s: G-18

Presenter(s): Steven Lamken, Police Chief

Background

The Tri City Federal Drug Task Force has received U.S. Department of Justice approval for designation as a Safe Streets Task Force. The Safe Streets designation expands the scope of the Task Force to include violent crime and gang activity in addition to drug enforcement. The Grand Island Police Department becomes eligible for equipment and overtime funding for officers that we would designate as working with the Safe Streets Task Force.

Discussion

The U.S. Department of Justice has approved a Safe Streets Task Force designation for the Tri City Drug Task Force. The Safe Streets designation expands the scope of task force investigations to include violent crimes, criminal gangs, and dangerous fugitives in conjunction with drug enforcement. The Safe Streets designation provides the task force with additional Federal resources. Agencies with officers assigned to work with the Safe Streets Task Force are eligible to receive equipment and overtime reimbursements.

The Police Department is designating at least one officer as a member of the Safe Streets Task Force. This investigator will work closely with the other Task Force members, the Police Department Criminal Investigations Division, and the Department's Gang Operations Unit in conducting investigation into violent crimes and gang related crimes.

The Department had realigned our staffing under Program Prioritization to direct more resources towards gang investigations prior to the Safe Streets designation. We assigned an investigator who would be responsible for coordinating all gang related investigations in the Department. It is a natural fit that this investigator will be designated as a Task Force Officer, TFO.

A TFO is provided a vehicle that includes fuel and services, and a cell phone as part of being a member of the Task Force. TFOs are also eligible for overtime reimbursement for time spent on Safe Street cases. The City is required to agree to and sign a memorandum with the Federal Bureau of Investigation to be eligible to receive Federal support funding.

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 Safe Streets Task Force Memorandum of Understanding with the Federal Bureau of Investigations.

Sample Motion

Move to approve the Safe Streets Task Force Memorandum of Understanding with the Federal Bureau of Investigations and authorize the Mayor to sign all related documents.

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**FEDERAL BUREAU OF INVESTIGATION
CENTRAL NEBRASKA DRUG AND SAFE STREETS TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the GRAND ISLAND POLICE DEPARTMENT (**GIPD**). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

1. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

2. The purpose of this MOU is to delineate the responsibilities of Central Nebraska Drug and Safe Streets Task Force (**CNDSSTF**) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

3. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence (murder), robbery (aggravated assault), violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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SUPERVISION AND CONTROL

A. Supervision

4. Overall management of the SSTF shall be the shared responsibility of the participating agency heads and/or their designees.
5. The Special Agent in Charge (SAC) of the Omaha Division shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the SSTF.
6. Responsibility for conduct, not under the direction of the SAC or SSA, of each SSTF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of its respective employees.
7. Each SSTF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.
8. Each SSTF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU.
9. Continued assignment to the SSTF will be based on performance and at the discretion of each SSTF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the SSTF.

B. Case Assignments

10. The FBI SSA with designated oversight for operational and investigative matters will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
11. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSA with designated oversight for operational and investigative matters.
12. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.

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13. SSTF members will have equal responsibility for each case assigned. SSTF personnel will be totally responsible for the complete investigation from predication to resolution.

C. Resource Control

14. The head of each participating agency shall retain control of resources dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

15. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.

16. It is agreed that there is to be no unilateral action taken on the part of the FBI or participating agencies relating to SSTF investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.

17. SSTF investigative leads outside of the geographic areas of responsibility for FBI Omaha Division will be communicated to other FBI offices for appropriate investigation.

B. Informants

18. The disclosure of FBI informants to non-SSTF members will be limited to those situations where it is essential to the effective performance of the SSTF. These disclosures will be consistent with applicable FBI guidelines.

19. Non-FBI SSTF members may not make any further disclosure of the identity of an FBI informant, including to other members of the SSTF. No documents which identify, tend to identify, or may indirectly identify an FBI informant may be released without prior FBI approval.

20. In those instances where a participating agency provides an informant, the FBI may, at the discretion of the SAC, become solely responsible for the informant's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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21. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI informants and cooperating witnesses (CWs) shall apply to all FBI informants and CWs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI informants and CWs shall be in accordance with FBI policy and procedure.

22. Operation, documentation, and payment of solely state, county, or local informants and CWs opened and operated by non-FBI SSTF members in furtherance of SSTF investigations must be in accordance with the United States Attorney General's Guidelines. Documentation of state, county, or local informants and CWs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed to location.

C. Reports and Records

23. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the SSTF will be made available for inclusion in the respective investigative agencies' files as appropriate.

24. SSTF reports prepared in cases assigned to state, county, or local participants will be maintained at an FBI approved location; original documents will be maintained by the FBI.

25. Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.

26. SSTF investigative records maintained at the Omaha Field Office of the FBI will be available to all SSTF members, as well as their supervisory and command staff subject to pertinent legal, administrative and /or policy restrictions.

27. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.

28. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.

29. Classified information and/or documents containing information that identifies or tends to identify an FBI informant shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.

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INFORMATION SHARING

30. No information possessed by the FBI, to include information derived from informal communications by the SSTF member with personnel of the FBI, may be disseminated by the SSTF member to non-SSTF personnel without the permission of the SSTF member's designated FBI SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, the SSTF member will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

PROSECUTIONS

31. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

32. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.

33. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities.

A. Investigative Methods/Evidence

34. For cases assigned to an FBI Special Agent or in which FBI informants or CWs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

35. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

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36. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

37. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if a member of the participating agency is assigned duties which require the officer to act in an undercover capacity.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

38. Members of the SSTF will follow their own agency's policy concerning firearms discharge and use of deadly force.

DEPUTATIONS

39. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.

40. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

41. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Manual of Administrative Operations and Procedures (MAOP), Part I, Section 3.1. The assignment of an FBI owned or leased vehicle to a LEA SSTF member will require the execution of a separate Vehicle Use Agreement.

42. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.

43. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by an LEA SSTF member, except where liability may fall

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under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

44. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by an LEA task force member while engaged in any conduct other than his or her official duties and assignments under this MOU.

45. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by an LEA SSTF member which is outside the scope of his or her official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

46. The FBI and LEA agree to assume all personnel costs for their SSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.

47. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal SSTF members assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and LEA for full-time employee(s) assigned to SSTF, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

48. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

FUNDING

49. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant

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to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

50. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.

51. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

DISPUTE RESOLUTION

52. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.

53. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

54. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

55. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SECURITY CLEARANCES

56. Thirty days prior to being assigned to the SSTF, each candidate will be required to furnish pages 1, 2, 3, 9 (certification only), and 10 of the Questionnaire for Sensitive Positions (SF-86). Sometime thereafter, a representative from the FBI will conduct an interview of each candidate.

57. If, for any reason, a candidate is not selected, the participating agency will be so advised and a request will be made for another candidate.

58. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

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59. When FBI space becomes available, before receiving access, SSTF members will be required to undergo a full background investigation and receive and maintain a "Top Secret" security clearance. In addition, SSTF members will also be required to fully complete the SF-86 and the required fingerprint cards. In the interim, SSTF members will not be allowed unescorted access to FBI space.

60. Upon departure from the SSTF, each candidate will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement previously agreed to by the SSTF member.

LIABILITY

61. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.

62. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SSTF or otherwise relating to the SSTF.

63. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

64. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An officer who has been specially deputized and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the officer will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SSTF member.

65. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An officer who has been

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specially deputized and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Omaha Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual officer, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any federal, state or local law enforcement officer.

66. Liability for any conduct by an SSTF member undertaken outside of the scope of his or her assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

67. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

68. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.

69. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

MODIFICATIONS

70. This agreement may be modified at any time by written consent of all involved agencies.

71. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

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SIGNATORIES

Special Agent in Charge
Federal Bureau of Investigation

Date

Chief
Grand Island Police Department

Date

Chief Division Counsel
Federal Bureau of Investigation

Date

Mayor
City of Grand Island

Date

Attested by City Clerk
City of Grand Island

Date

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RESOLUTION 2010-335

WHEREAS, The Grand Island Police Department is a member of the Federal Tri City Drug Task Force, and

WHEREAS, The Tri City Drug Task Force has been designated as a U.S. Department of Justice Safe Streets Task Force, and

WHEREAS, The Safe Streets Task Force provides additional resources to combat violent crimes and criminal gangs which will benefit the City of Grand Island, and

WHEREAS, The Grand Island Police Department desires to be a participating agency in the Safe Streets Task Force

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 Memorandum of Understanding with the Federal Bureau of Investigation to designate the Grand Island Police Department as a participating agency in the Safe Streets Task Force.

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G19

**#2010-336 - Approving Financing for Heavy Duty Rescue Pumper
Truck**

Staff Contact: Troy Hughes

Council Agenda Memo

From: Troy Hughes, Fire Chief
Mary Lou Brown, Finance Director

Meeting: November 23, 2010

Subject: Financing for Heavy Duty Rescue Pumper Truck

Item #'s: G-19

Presenter(s): Troy Hughes, Fire Chief

Background

The Fiscal Year 2010/2011 budget, as approved, included the purchase of a heavy duty fire pumper truck. This truck will remove two trucks from front line duty at Fire Station 3, a 1990 Ford pumper and a 1997 Freightliner rescue truck. Neither of these trucks has the capability to cover all the duties required of it; crews must jump back and forth between the two trucks depending upon the nature of the call.

The General Fund Capital Budget included \$69,000 related to the purchase of this truck. The financing assumption for budget planning purposes was a 10 year lease purchase with the purchase price estimated at \$550,000.

A Request for Proposal (RFP) has been issued related to the truck. Also included in the RFP is a request for financing. The City has identified that either a capital lease or a tax exempt loan will be considered.

Discussion

Council action is necessary prior to moving forward with the analysis of and determination of the best financing option. Either the capital lease or the tax free loan will be recorded in the City's financial statements as debt. If a capital lease is agreed upon, the value of the lease payments will be recorded as debt. If a loan agreement is entered into, the amount borrowed will be recorded as debt.

Once the truck and its price have been determined, the financing options will be evaluated and the best option determined. The recommended financing option will be brought forward, most likely in December.

Alternatives

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

1. Approve the financing for the truck and resulting incremental debt that will be recorded on the City's financials.
2. Postpone any decision regarding the financing.
3. Deny the request to incur debt related to the purchase of the truck.

Recommendation

City Administration recommends that Council approve the Resolution to incur debt related to the purchase of the heavy duty pumper truck.

Sample Motion

Move to approve the Resolution to incur debt related to the purchase of the heavy duty pumper truck.

RESOLUTION 2010-336

WHEREAS, the Fire Department plans to purchase a heavy duty rescue pumper truck as included in the approved Fiscal Year 2010/2011 budget; and

WHEREAS, the purchase requires the issuance of debt, either through a capital lease or a tax free loan; and

WHEREAS, Council approval is required prior to proceeding with debt issuance;

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

The consideration of either a capital lease or a tax exempt loan related to the purchase of a heavy duty rescue pumper truck is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G20

**#2010-337 - Approving HVAC Energy Efficiency Improvement
Upgrades**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Meeting: November 23, 2010

Subject: Approving HVAC Energy Efficiency Improvement Upgrades

Item #'s: G-20

Presenter(s): Joni Kuzma, Community Development Administrator

Background

In June 2009, the City of Grand Island was awarded a \$199,000 Energy Efficiency and Conservation Block Grant (EECBG) from the Department of Energy and The American Recovery and Reinvestment Act of 2009 appropriation. The purpose of the EECBG program is to assist eligible entities in creating and implementing strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practical, maximizes benefits for local and regional communities;
- Reduce the total energy use of the eligible entities; and
- Improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors.

Discussion

One of the three projects selected by the City was to improve energy efficiency at three Fire Station locations: Fire Station 2 – 1720 N. Broadwell Avenue, Fire Station 3 – 2310 S. Webb Road., and Fire Station 4 – 3690 W. State Street.

Fire Station 2 was built in 1957, the existing boiler installed in 1976 and the air conditioning unit installed in 1990. Fire Station 3 was built in 1987 at which time the existing heating air conditioning units were installed. Fire Station 4 was built in 1996 and is operating with the original heating and air conditioning units.

A Request for Proposals was published in the October 29, 2010 Grand Island Independent with a deadline of 4:00 p.m. Monday, November 15, 2010. Proposals were received and rated according to the specifications outlined in the Request for Proposals.

Project awards recommendations are provided as an attachment to this memo. No matching funds are required.

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 energy efficiency upgrade awards as recommended.

Sample Motion

Move to approve the energy efficiency upgrade awards as recommended.

ATTACHMENT A				TOTAL COST: \$44,993.40
American Recovery and Reinvestment Act of 2009 Energy Efficiency and Conservation Block Grant				
		Fire Station 2	Fire Station 3	Fire Station 4
1. Heating & Air				
	Myers Heating & A/C Inc.		\$7,500	\$16,500
			24.5 SEER, 95% efficiency	24.5 SEER, 95% efficiency,
				change to single phase
	Midwest Sheet Metal Co Inc.	\$18,450 (\$19,950-\$1,500)		
		*1.1 - bid 9.0 HSPF 16.49 SEER		
		*1.1 -bid 9.0HSPF 16.00 SEER		
		*Alt bid use existing curbs deduct \$1500		
3. Overhead Doors/Seals				
	Overhead Door Co of GI	\$2,255	\$144.20	\$144.20

RESOLUTION 2010-337

WHEREAS, in June 2009, the City of Grand Island was awarded a \$199,000 Energy Efficiency and Conservation Block Grant (EECBG) from the Department of Energy and The American Recovery and Reinvestment Act of 2009 appropriation; and

WHEREAS, energy efficiency projects were approved by the Department of Energy that would reduce the total energy use of the eligible entities and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors; and

WHEREAS, energy efficiency upgrades at three Fire Station locations is an eligible grant activity; and

WHEREAS, a formal Request for Proposal process was utilized in procuring for qualified project proposals; and

WHEREAS, proposals were received and rated according to the specifications outlined in a Request for Proposals as follows:

Myers Heating and Air: Fire Station 3 - \$7,500; Fire Station 4 - \$16,500
Midwest Sheet Metal Co Inc.: Fire Station 2 - \$18,450
Overhead Door: Fire Stations 2 - \$2,255, Fire Station 3 - \$144.20,
And Fire Station 4 - \$144.20

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

The Grand Island City Council approves the energy efficiency upgrade awards as recommended in Attachment A.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
November 18, 2010	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item H1

Consideration of Request from Paul Galles PR for a Conditional Use Permit for Off-Site Parking Lot for Grand Island Senior High School Located at 2104 North Custer Avenue

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item J1

Approving Payment of Claims for the Period of November 10, 2010 through November 23, 2010

The Claims for the period of November 10, 2010 through November 23, 2010 for a total amount of \$3,294,935.75. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item J2

Approving Payment of Claims for the Period of November 10, 2010 through November 23, 2010 for the Veterans Athletic Field Complex

The Claims for the Veterans Athletic Field Complex for the period of November 10, 2010 through November 23, 2010 for the following requisition.

#30 \$12,419.40

A MOTION is in order.

Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 30

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>
American Fence Co	2205 E Hwy 30 Grand Island, NE 68802	\$3,090.00	Gate installation
Ensley Electric Services Inc.	P O Box 5822 Grand Island, NE 68802	\$8,074.40	Relocate light poles
Nunnenkamp Well Co Inc.	2218 Kent Ave Grand Island, NE 68803	\$1,255.00	Materials to install drop pipe, programmer fee for sprinkler control panel and pressure transducer

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 November
2010.

**CITY OF GRAND ISLAND,
NEBRASKA, as Owner**

By Mary Jo Brown
Owner Representative

Schedule of Bills

Vendor

Org	Object	Name/Number	Description	Invoice	PO #	WO#	Check #	Amount
40044450	90027	PARKS & RECREATION						
		MISCELLANEOUS PARK PROJECTS						
1	3012	SPORT SUPPLY GROUP INC	SOCCER GOALS & BLEACHERS	93707188	23553		159950	13,750.00
1	8504	LINCOLN SERVICE & EQUIPMENT C	SWEEPER AND SCRUBBER	76405	23557		160054	11,670.00
1	8539	SPORT CONSTRUCTION MIDWEST	B-BALL COMPONENTS/CURTAINS/NETTING-PER RES2010-252	98-11102			160147	67,985.00
90122		ATHLETIC COMPLEX						
1	7800	AMERICAN FENCE CO	GATE INSTALLTION	3056	23588		159930	3,090.00
1	180	ENSLEY ELECTRIC SERVICES INC	RELOCATE LIGHT POLES	APP 8-11/01/10	23678		159994	8,074.40
1	115	NUNNENKAMP WELL CO INC	DROP PIPE & ELECTRICAL WIRING	10012	22153		160098	1,090.00
1	115	NUNNENKAMP WELL CO INC	DWY PRESSURE TRANSDUCER	10008	23388		160098	165.00

40044450 Org Total

105,824.40

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8 * 0 7 4 * 4 0 +

1 * 0 9 0 * 0 0 +

1 6 5 * 0 0 +

0 0 4

1 2 * 4 1 9 * 4 0 *

COPY

AMERICAN FENCE COMPANY

American Fence Company of Western Nebraska
2205 E HWY 30
Grand Island NE 68802
308-395-0793
www.TheAmericanFenceCompany.com

INVOICE DATE	INVOICE NO	PAGE
10/29/10	3056	1

** I N V O I C E **

TERMS: NET 30

REMIT TO: 14803 Frontier RD, Omaha NE 68138-3835 402-896-6722

Sold to:

PARKS ADMINISTRATION
100 E. 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68802

Ship to:

PURCHASE ORDER #23588-00
PARKS ADMINISTRATION
100 EAST 1ST STREET
GRAND ISLAND, NE 68802

ORDER NO	ORDER DATE	CUSTOMER NO	SALES REP	PURCHASE ORDER NO	SHIP DATE	SHIP VIA																
3056	10/29/10	PARKS	MNI	GC10-0267	ASAP	DEL OUR TRUCK																
QUANTITY ORDERED QUANTITY SHIPPED UNIT	UNIT	ITEM NO QUANTITY BACK ORD	ITEM DESCRIPTION		PRICE UNIT ITEM DISCOUNT	UNIT PRICE EXTENDED PRICE																
1	EACH	*10001	PROVIDE AND INSTALL GATES		EACH	3970.00																
1		0	AND POSTS AS PER BID.		0.00	3970.00																
1-	EACH	1020	BALANCE REMAINING TO BE		EACH	880.00																
1-		0	BILLED.		0.00	880.00-																
<div>Partial Payment</div> <div>Voucher #</div> <table><tr><td>Order #</td><td>23588</td></tr><tr><td>Vendor #</td><td>7800</td></tr><tr><td>Invoice #</td><td>3056</td></tr><tr><td>Description</td><td>Install Gates</td></tr><tr><td>Approved by</td><td>JR</td></tr><tr><td>Date</td><td>11-3-10</td></tr><tr><td>Org-obj#</td><td>40044450-90122</td></tr><tr><td>Amount</td><td>3,090.00</td></tr></table>							Order #	23588	Vendor #	7800	Invoice #	3056	Description	Install Gates	Approved by	JR	Date	11-3-10	Org-obj#	40044450-90122	Amount	3,090.00
Order #	23588																					
Vendor #	7800																					
Invoice #	3056																					
Description	Install Gates																					
Approved by	JR																					
Date	11-3-10																					
Org-obj#	40044450-90122																					
Amount	3,090.00																					

DUE UPON TERMS STATED. DELINQUENT ACCOUNTS CHARGED 5 % SERVICE CHARGE.

THANK YOU FOR YOUR BUSINESS!!!

SALES AMOUNT	3090.00
MISC. CHARGES	0.00
FREIGHT	0.00
SALES TAX	0.00
TOTAL	3090.00
PAYMENT REC'D	0.00
BALANCE DUE	3090.00

CUSTOMER

Partial Payment

To: City of Grand Island
Parks & Recreation Dept---Steve
PO Box 1968
Grand Island, NE 68802

From: Ensley Electrical Services, Inc.
PO Box 5822
Grand Island, Nebraska, 68802

PO # 23678
Vendor # 180
Description Recreational lights
Approved by [Signature]
Contract # 8
Period To: 11/21/10
Project: Vet's Athletic Field Complex
PO # 8-11/11/10
Amount 8,074.40
40044450-90122

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary		Additions	Deductions
Approved This Month #	Date		
CO#1	9/21/2010	\$ 8,370.00	
Totals		\$ 8,370.00	\$ 8,370.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge and belief the work covered by this Application for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

Contractor: Ensley Electrical Services, Inc.
By: [Signature] Date: 11-1-10
Title: Secretary Treasurer

Architect's Certificate For Payment

In accordance with the Contract Documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. Original Contract Sum	\$ 231,277.00
2. Net Change by Change Orders	\$ 8,370.00
3. Contract Sum To Date (Line 1+2)	\$ 239,647.00
4. Total Complete & Stored to Date column G on next page	\$ 219,992.00
5. Retainage a. % of completed work (column D & E on next page) b. % of stored material (column F from next page)	\$ (10,999.60)
6. Total Earned Less Retainage	\$ 208,992.40
7. Less Previous Certs. For Payment	\$(200,918.00)
8. Current Payment Due (line 3 less 6)	\$ 8,074.40
9. Balance To Finish, Plus Retainage	\$ 30,654.60

State of: Nebraska
County of: Hall
Subscribed and sworn to before me this 1st day of Nov 2010
Notary Public: Marcia R. Dammann

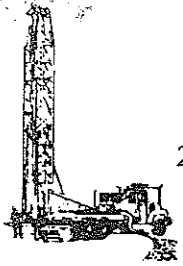
My Commission expires: [Signature]
GENERAL NOTARY - State of Nebraska
MARCIA R. DAMMANN
My Comm. Exp. June 11, 2012

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ Date: _____
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this contract.

Invoice

N^o 10012

Nunnenkamp Well Co., Inc.

2218 Kent Ave.

Grand Island, Nebraska 68803

Phone 384-0474

Date:

10-25-2010

NAME Parks Administration
 ADDRESS 100 E 1st St. P.O. Box 1968
Grand Island, NE. 68802
 REF. W/O # 8786 P.O.# 22153-00

LABOR				500.00
MATERIAL				590.00
Voucher #				
PO #	22153			
Vendor #	115			
Invoice #	10012			
Description	Drop Pipe, wire control boxes			
Approved by	JP	Date	10-25-10	
Org-obj#		Amount		
SALES TAX	40044450-90122	1,090.00		00
TOTAL DUE	see attached itemized work order #8786			1,090.00
TERMS NET				
PAYMENT DUE UPON RECEIPT OF INVOICE				
1½% INTEREST CHARGED ON PAST DUE ACCOUNTS.				

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NUNNENKAMP WELL CO INC

2218 KENT AVE
GRAND ISLAND
308-384-0474

WORK ORDER 8786
Date:3-10-2010

CUSTOMERS NAME Parks Administration
ADDRESS 100 E 1st St. P.O. Box 1968
CITY Grand Island NE. 68802
PHONE 308-385-5444 Ext 260
DIRECTIONS Ref: New Ball Fields, North Hwy 281 GI, NE.
PO #22153-00

Install 8" Galv Y Drop Pipe on New Sprinkler Pump.	N/C
Programmer Fee to Setup New ABB VFD Control Panel for Sprinkler System.	500.00

Materials Needed:

1-New 8" Y Galvanized Drop Pipe, Air Relief, Gaskets, Bolts & Nuts.	590.00
Total.	1090.00
Tax.	Exempt
Total Job Cost.	1090.00



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

Purchase Order

Fiscal Year 2010

Page 1 of 1

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

Purchase Order # **22153-00**

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

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NUNNENKAMP WELL CO INC
2218 KENT AVE
GRAND ISLAND NE 68803

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

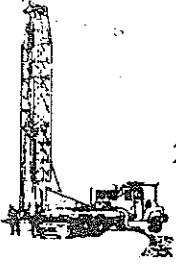
Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number	Requisition Number		Delivery Reference	
(308) 384-0474			21567			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
01/28/2010	115	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	UNDERGROUND DROP PIPE 40044450 - 90122		1.0	Each	\$590.000	\$590.00
						\$590.00
-	ELECTRICAL WIRING TO CONTROL BOXES OR PUMP MOTOR. HAVE YOUR SUPPLIER PROGRAM ABB VFD VARIABLE SPEED CONTROL PANEL AS PER NOTE ON WORK ORDER. 40044450 - 90122		1.0	Each	\$500.000	\$500.00
						\$500.00
	40044450 - 90122					\$1,090.00

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

PO Total \$1,090.00

№ 10008



2218 Kent Ave.

Grand Island, Nebraska 68803

Phone 384-0474

Date: 10-25-2010

NAME	Parks Administration
ADDRESS	100 E 1 st st. P.O. Box 1968 Grand Island, NE. 68802
REF. W/O #	8783 P.O. # 23388-00

LABOR				
MATERIAL			165.	⁰⁰ / ₁₀₀
Voucher #				
PO #	23388			
Vendor #	115			
Invoice #	10008			
Description	DWY Pressure Transducer			
Approved by	<i>[Signature]</i>	Date	10-27-10	
Org-obj#		Amount		
	40044450-90122	165.00		
SALES TAX	see attached itemized work order #8783			⁰⁰ / ₁₀₀
TOTAL DUE			165.	⁰⁰ / ₁₀₀
TERMS NET				
PAYMENT DUE UPON RECEIPT OF INVOICE				
1 1/2% INTEREST CHARGED ON PAST DUE ACCOUNTS.				

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NUNNENKAMP WELL CO INC

2218 KENT AVE
GRAND ISLAND
308-384-0474

WORK ORDER 8783
Date:9-2-2010

CUSTOMERS NAME Parks Administration
ADDRESS 100 E 1st St. P.O. Box 1968
CITY Grand Island NE. 68802
PHONE 308-385-5444 Ext 290
DIRECTIONS Ref: New Ball Fields.North Hwy 281 GI, NE.
PO # 23388-00
1-DWY 628-10-CH-P2-E5-S1 Pressure Transducer.

Total 165.00



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

Purchase Order

Fiscal Year 2010

Page 1 of 1

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

Purchase
Order #

23388-00

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

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NUNNENKAMP WELL CO INC
2218 KENT AVE
GRAND ISLAND NE 68803

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

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

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
(308) 384-0474			23033			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
09/02/2010	115	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	DWY PRESSURE TRANSDUCER		1.0	Each	\$165.000	\$165.00
	40044450 - 90122					\$165.00
	40044450 - 90122					\$165.00

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

PO Total

\$165.00



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item J3

Approving Payment of Claims for the Period of November 10, 2010 through November 23, 2010 for the State Fair Recreation Building

The Claims for the Period of November 10, 2010 through November 23, 2010 for the State Fair Recreational Building for the following requisition:

#34 \$48,291.00

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement
(FORM OF PAYMENT REQUEST)

Payment Request No. 034

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	\$48,291.00	Materials delivered to site

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;

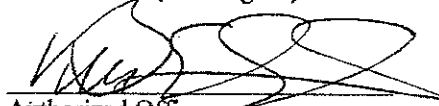
(b) an insurance certificate showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Maury Brown
Title: Finance Director
Date: 11/15/16

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 #
11/9/2010	9855

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 MFC Job #3054 Draw #1 on contract dated 6/22/10 for Synthetic Court Flooring																	
Synthetic Court Flooring Materials delivered to site	45,249.00																
Aluminum Transitions delivered to site	3,042.00																
<div><div>Voucher #</div><div><div>Partial Payment</div><table><tr><td>PO #</td><td></td></tr><tr><td>Vendor #</td><td>8545</td></tr><tr><td>Invoice #</td><td>9855</td></tr><tr><td>Description</td><td>Synthetic Court Flooring</td></tr><tr><td>Approved by</td><td>T.M.</td><td>Date</td><td>11-10-10</td></tr><tr><td>Org-obj#</td><td></td><td>Amount</td><td></td></tr></table></div><div>Wells Fargo escrow account</div><div>48,291.00</div></div>		PO #		Vendor #	8545	Invoice #	9855	Description	Synthetic Court Flooring	Approved by	T.M.	Date	11-10-10	Org-obj#		Amount	
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Thank you	<div>Total\$48,291.00</div>																