
City of Grand Island



Tuesday, December 21, 2010

Council Session Packet

City Council:

Larry Carney
Linna Dee Donaldson
Scott Dugan
Randy Gard
John Gericke
Peg Gilbert
Chuck Haase
Mitchell Nickerson
Bob Niemann
Kirk Ramsey

Mayor:

Jay Vavricek

Interim City Administrator:

Mary Lou Brown

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.

Invocation - In Memory of Former Councilmember Jackie Pielstick

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, December 21, 2010

Council Session

Item C1

Presentation to Grand Island Senior High School Volleyball Team for Qualifying at State Volleyball Tournament

The Mayor and City Council will recognize the Grand Island Senior High Girls Volleyball Team and their Coach Bill Root for qualifying for the Class A State Volleyball Competition on November 11, 2010. Congratulations for a job well done.

Staff Contact: Mayor Vavricek



Certificate of Recognition

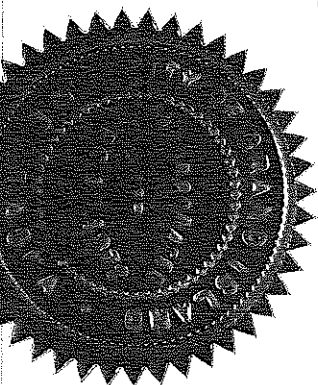
Awarded to the

“Girl’s Volleyball Team”

at Grand Island Senior High School and Coach Bill Root for qualifying for the
Class A State Volleyball Tournament on November 11, 2010.

A handwritten signature in black ink, appearing to read "Jay Vavricek".

Jay Vavricek, Mayor

A handwritten signature in black ink, appearing to read "RaeNae Edwards".

RaeNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item C2

Presentation to Grand Island Northwest High School Volleyball Team for Runner-Up at State Volleyball Tournament

The Mayor and City Council will recognize the Grand Island Northwest Senior High School Girls Volleyball Team and their Coach Diane Rouzee for runner-up for the Class B State Volleyball Competition on November 13, 2010. Congratulations for a job well done.

Staff Contact: Mayor Vavricek

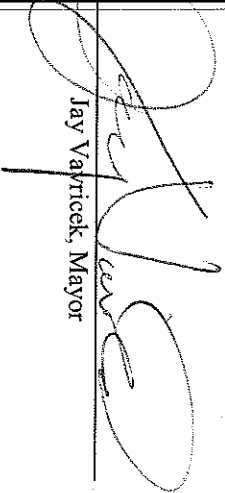


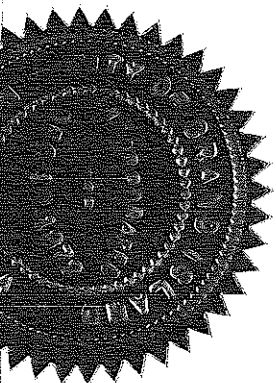
Certificate of Recognition

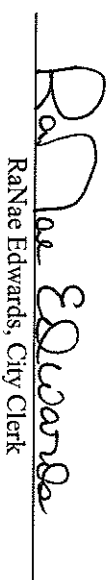
Awarded to the

“Girl’s Volleyball Team”

at Grand Island Northwest High School and Coach Diane Rouzee for Class B
Runner-Up at the State Volleyball Tournament on November 13, 2010.


Jay Varvick, Mayor




RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item C3

Presentation to Central Catholic High School Volleyball Team for State Championship at State Volleyball Tournament

The Mayor and City Council will recognize the Grand Island Central Catholic High School Girls Volleyball Team and their Coach Sharon Zavala for the Class C-1 State Champions at the State Volleyball Competition on November 13, 2010. Congratulations for a job well done.

Staff Contact: Mayor Vavricek

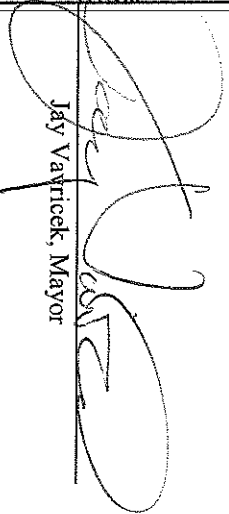


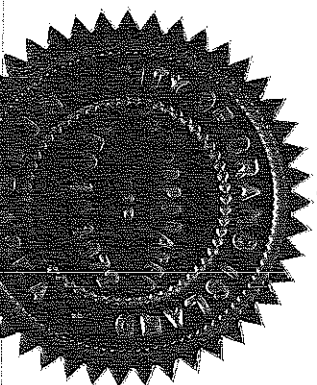
Certificate of Recognition


Awarded to the

“Girl’s Volleyball Team”

at Grand Island Central Catholic High School and Coach Sharon Zavala for Class C-1 State Champions at the State Volleyball Tournament on November 13, 2010.


Jay Vavricek, Mayor




RaeNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item C4

Recognition of the Grand Island Police Department for Operation Pier Pressure

The Mayor and City Council will recognize the Grand Island Police Department for their outstanding work on criminal gang suppression and efforts relating to Operation Pier Pressure.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item E1

**Public Hearing on Request from Gordon Glade and Island
Landhandlers, Inc. for a Conditional Use Permit for a Sand and
Gravel Operation Located at 3812 South Blaine Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: December 21, 2010

Subject: Public Hearing on Request of Gordon & Cara Glade & Gerald Williams of Island Landhandlers Inc. for a Conditional Use Permit to Operate a Sand and Gravel Pumping Facility at 3812 S. Blaine Street

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

Presenter: Craig A. Lewis, Building Department Director

Background

This request is for Council approval to allow for the operation of a sand and gravel facility at the above referenced address. A conditional use permit is required as the current zoning classification TA (transitional agricultural) does not allow for this type of use as a permitted principal use. The zoning classification does list as a permitted conditional use, commercial mines, quarries, sand and gravel pits and accessory uses. Conditional uses as listed in the zoning code must be approved or denied by the City Council in the form of a conditional use after a finding that the proposed use will or will not comply with the purposes as identified in the Code.

Section 36-2 of the Grand Island Zoning code, Purposes: This chapter has been made in accordance with a comprehensive plan and to promote the health, safety, and general welfare of the community; to lessen congestion in streets; to secure safety from fire and other dangers; to provide adequate light and air; to promote the distribution of population, land classifications and land development to support provisions for adequate transportation, water flows, water supply, drainage, sanitation, recreation, and other public requirements; to protect property against blight and depreciation; and to secure economy in government expenditures.

Three previous requests were reviewed and denied by the City Council for this property in April and October of 2005 and as recent as September 14, 2010.

Two of the previous request were for a 22 and 25 year duration as opposed to the request in September and this request for a 10 year period.

Discussion:

Sand and gravel operations have been a part of the Grand Island and surrounding areas for a long time, as residential development continues to expand and the uses become closer neighbors, more conditions need to be implemented to assure compatible and harmonious existence for both uses.

City administration has developed the following restrictions, or conditions which appear appropriate to impose upon sand and gravel operations.

1). USE: The proposed uses are limited to those listed in the application, sand and gravel pumping processing, storage, stock piling, distribution, and sales, both wholesale and retail. Retail sale may also include the sale of black dirt, river rock, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials, such as asphalt or concrete is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants. Neither of these operations has been requested in this application.

2). CLOSURE: A statement on the application identifies the proposed use of the property after the closing of the sand and gravel operation as a single family dwelling.

3). PRIMARY CONDITIONS: (a). The permit shall be granted for a period not to exceed 10 years with the possibility of renewal for an additional time at the end of the 10 year period.

(b). Pumping of product shall not be allowed within 150 feet of any public road right of way and protected by a 6 foot earthen berm during pumping. The finished width of developable property adjacent to the public right of way shall be a minimum 300 feet at the time of termination of the operation. A setback of 100 feet from any adjacent property line, and a setback of 250 feet from the Central Platte Natural Resources District Wood River Diversion Channel Levee property shall be maintained between the pumping operations.

(c). Pumping and other activities (including lighting) at the site shall be limited to daylight hours (15) minutes before sunrise and (15) minutes after sunset Mondays through Saturdays. No pumping or other processing activities shall be permitted on Sundays or from fifteen minutes after sunset to fifteen minutes before sunrise. One exception to this condition shall be in the months of March, April, October, and November; activities may operate from 6:00a.m. to 7:00p.m. to allow for winter condition.

(d). Any internal combustion pump motors utilized shall be equipped with a functioning "hospital grade muffler" designed to reduce exhaust noise by 32 to 40 decibels.

(e). Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. There is currently along the east edge of the property a 45' electrical easement and an existing transmission line, no product, material or equipment shall be stored within that easement or in such a manor that it would violate any safety provisions of the National Electric Safety Code, nor shall the existing grade elevations be altered.

(f). All dead trees, rubbish, and debris, if any, must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.

- (g). No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.
- (h). Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.
- (i). Applicant shall maintain any and all drainage ditches that may be located upon the real property.
- (j). Applicant shall not permit the hauling of sand and gravel from the premises and over and across any public highway or road unless said sand and gravel is completely dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.
- (k). All water accumulated upon the premises by virtue of such mining and pumping operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.
- (l). Applicant shall begin the mining operation within a period of 18 months from the issuance of this permit or if the applicant fails to begin operations within the 18 months the permit shall be considered null and void and subject to reapplication and rehearing. Additionally, if at anytime during the life of the permit issued, the operation shall cease for a period of a continuous 18 months, the permit shall become void and a renewal shall be obtained before becoming once again operational.

It appears that this application and proposal will meet or exceed the established conditions as the proposed setbacks exceed those minimum required and provides for earthen berms and plantings to buffer adjacent properties.

ALTERNATIVES:

It appears the Council has the following alternatives concerning the issue.

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

RECOMMENDATION:

City Administration recommends that the Council approve the request with the identified setbacks, screening berms, and plantings and conditions, finding that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

SAMPLE MOTION:

Move to approve the conditional use as proposed in the application and including the conditions identified by the City Administration, published in the Council packet and presented at the Council meeting and finding that the application conforms 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: Sand and Gravel Operation
2. The owner(s) of the described property is/are: Gordon & Cara Glade / Permit - Island Landhandlers Inc Contingent on Conditional Use
3. The legal description of the property is: SE 1/4 Sec 32 T aa N - R 9 W
4. The address of the property is: XXX Schimmer Rd / 3812 S. Blaine
5. The zoning classification of the property is: Transitional Agricultural
6. Existing improvements on the property is: None
7. The duration of the proposed use is: 10 years
8. Plans for construction of permanent facility is: 1 single family residence in a few years
9. The character of the immediate neighborhood is: Industrial/Residential/Agricultural
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: Approximately 86 acres of this property is owned by Gordon & Cara Glade. The southeast acres at the corner of Schimmer & Blaine is owned by Island Landhandlers. Hours of operation typically run 7am-5pm Monday-Friday, but as work load dictates, it may be 7am-7pm Monday-Saturday. No activity on Sundays. Traffic routed on Schimmer for access to 281 & S. Locust. Blaine Street only used for direct delivers on Blaine Street

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

11/09/10
Date

308-381-2757
Phone Number

Gordon Glade Island Landhandlers Inc
Cara Glade Gerald T. Williams
Owners(s)

112 S. Gunbarrel Rd 2419 S. North Rd
Address

Grand Island, NE 68801 Grand Island Ne. 68801
City State Zip

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

Dec 2nd, 2010

Mr. Craig A. Lewis
Building Department Director
City of Grand Island, NE

Re: Gordon and Cara Glade's Request for Personal Use Sand & Gravel Permit

Dear Mr. Lewis,

After the initial request to the City Council for this permit, it was brought to our attention that some of the attendants of the last meeting were confused or misinformed as it related to our permit application. Since then, in further discussion with some of the neighbors and others who were in attendance, they now have a better understanding and therefore we are resubmitting the application for the permit.

The reasons for the miscommunication were:

- Hours of operation -- (see permit application)
- Use of local roads by Island Landhandlers
- Single family home site vs. development project
- Maintaining the natural appeal of the property
- 8-10 year personal use permit vs the typical 20-25 year pumping permit
- Pumping to be done in two Phases (see attached map). Phase I in the location of where our home will be built; Phase II will be started about the same time the home construction will start, therefore, we will be living on site for the balance of the permit timeline.

We understand there was a permit application by the prior land owner a few years ago, however, the intention of the land use and for the reasons mentioned above are significantly different. We ask that the City Council separate the previous perceptions from our request.

In follow up to previously identified concerns:

1) Unsafe conditions to Blaine Street –

The access road will be on to Schimmer Road to Locust Street and Hwy 281. Schimmer Road is already a route being used by Island Landhandlers less than 3/4 of a mile west and has been for 20 years. There will be no change in the amount of truck traffic as Island Landhandlers will be abandoning that site and relocating here. It is also a route being utilized by two other sand and gravel pumping sites and by businesses located in the industrial park located across the street. The only time Blaine Street will be used is for a direct delivery request by a customer.

2) Affect area property values –

There are over 20 existing lakes within a 2 mile radius of the proposed site, most of which have homes built or are under construction. As evidenced by the historical property tax valuations, lakefront properties have added significant

value to the surrounding area and have increased the amount of property tax revenue collected. The proposed site and home would have the same affect in increasing the property value and tax revenue.

3) Not Harmonious to the Area –

This area has had sand and gravel operations for over 60 years creating jobs and revenue as well as esthetically pleasing lakefront neighborhoods.

There will be an approximate 20 acre lake with an approximate 300 ft buffer between the lake and hike and bike trail (see attached map). Several berms and numerous native trees will be added around the perimeter. This smaller personal use lake will leave approximately 60 acres of natural prairie to maintain the integrity of the existing and surrounding property.

4) Road Deterioration –

As mentioned in item #1, Island Landhandlers has been utilizing the roads in question for 20 years. Their current sand and gravel operation is completed and this new operation will not add any new significant truck traffic, simply replace the existing.

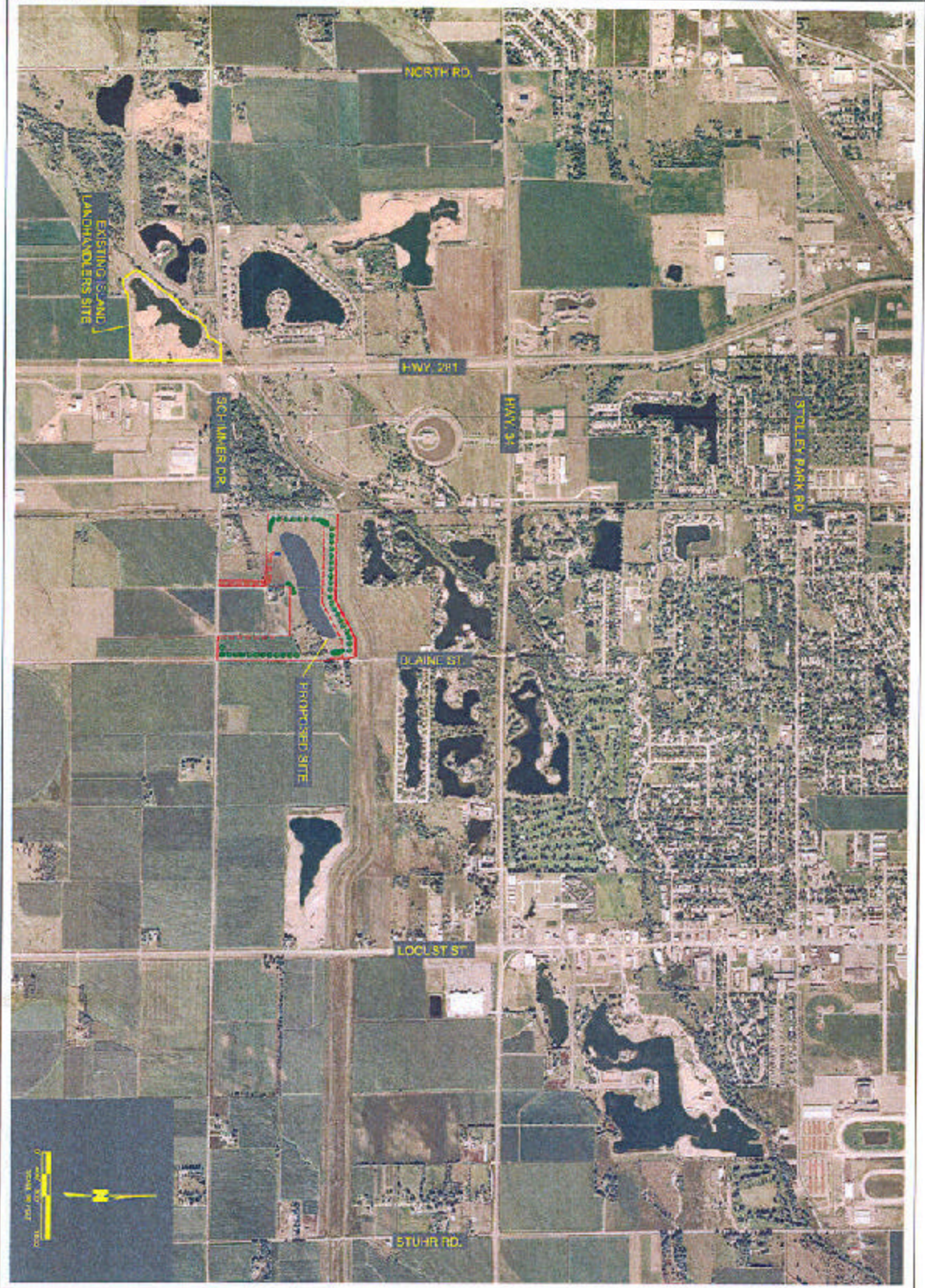
The end result will be a single family dwelling on a private 20 acre lake with extensive planting of trees, adding large boulders/natural stone and other decorative water features ultimately making this property esthetically pleasing, harmonious to the area, and will greatly benefit surrounding property values.

If you have any questions please call us at 308-398-4150 or email to discuss.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gordon & Cara Glade".

Gordon and Cara Glade



SHEET 1 of 1	VICINITY MAP		REVISIONS <table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	NO.	DATE	DESCRIPTION									
	NO.	DATE		DESCRIPTION											
ISLAND LANDOWNERS CONDITIONAL USE PERMIT															
GRAND ISLAND, NEBRASKA															
2016															



214 East 2nd Street
 P.O. Box 1000
 Grand Island, NE 68802-1000
 TEL: 402.344.4700
 FAX: 402.344.4701
www.molsson.com



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item E2

**Public Hearing Concerning Acquisition of Utility Easement - 1140
Allen Drive - Custard Cats, LLC**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: December 21, 2010

Subject: Acquisition of Utility Easement – 1140 Allen Drive
Custard Cats, LLC

Item #'s: E-2 & G-3

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 Custard Cats, LLC, located at the northwest corner of Freddy's Frozen Custard at 1140 Allen Drive, 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 a three phase pad-mounted transformer along with associated conduit and cable to provide electrical service to the new restaurant.

Alternatives

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

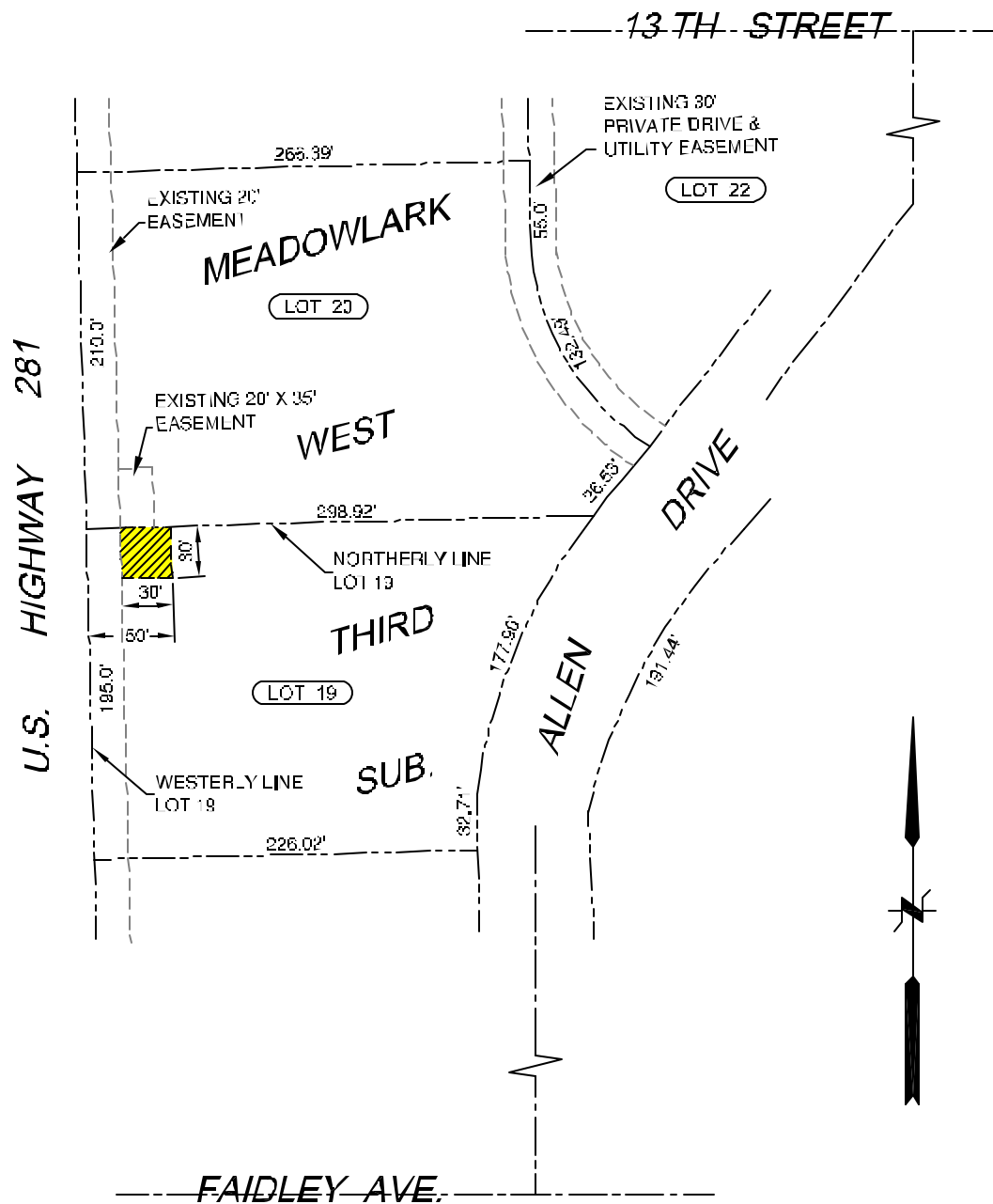
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



LEGEND



INDICATES 30' X 30'
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1" = 100'
DATE: 12/1/2010	FILE: MLRK 3RD



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item E3

**Public Hearing Concerning Acquisition of Utility Easement - 2820
Riverside Drive - Country Club Holding Association**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: December 21, 2010

Subject: Acquisition of Utility Easement – 2820 Riverside Drive – Country Club Holding Association

Item #'s: E-3 & G-4

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 Country Club Holding Association (Riverside Golf Club), located at 2820 Riverside Drive, 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

The expansion of the Clubhouse and the subsequent request to increase the amount of power available prompted an examination of the easements for the various transformers and electrical lines serving all of the golf course.

In reviewing the records of easements on the property, it was found that there are not documented easements covering the existing utility installations. In order to accurately document the utility easement layout for the entire Riverside Country Club, including those required for the expanded clubhouse, it is recommended that easements for utility installations serving the entire property be acquired at this time. A map of the easements to serve the property is attached for reference.

Alternatives

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

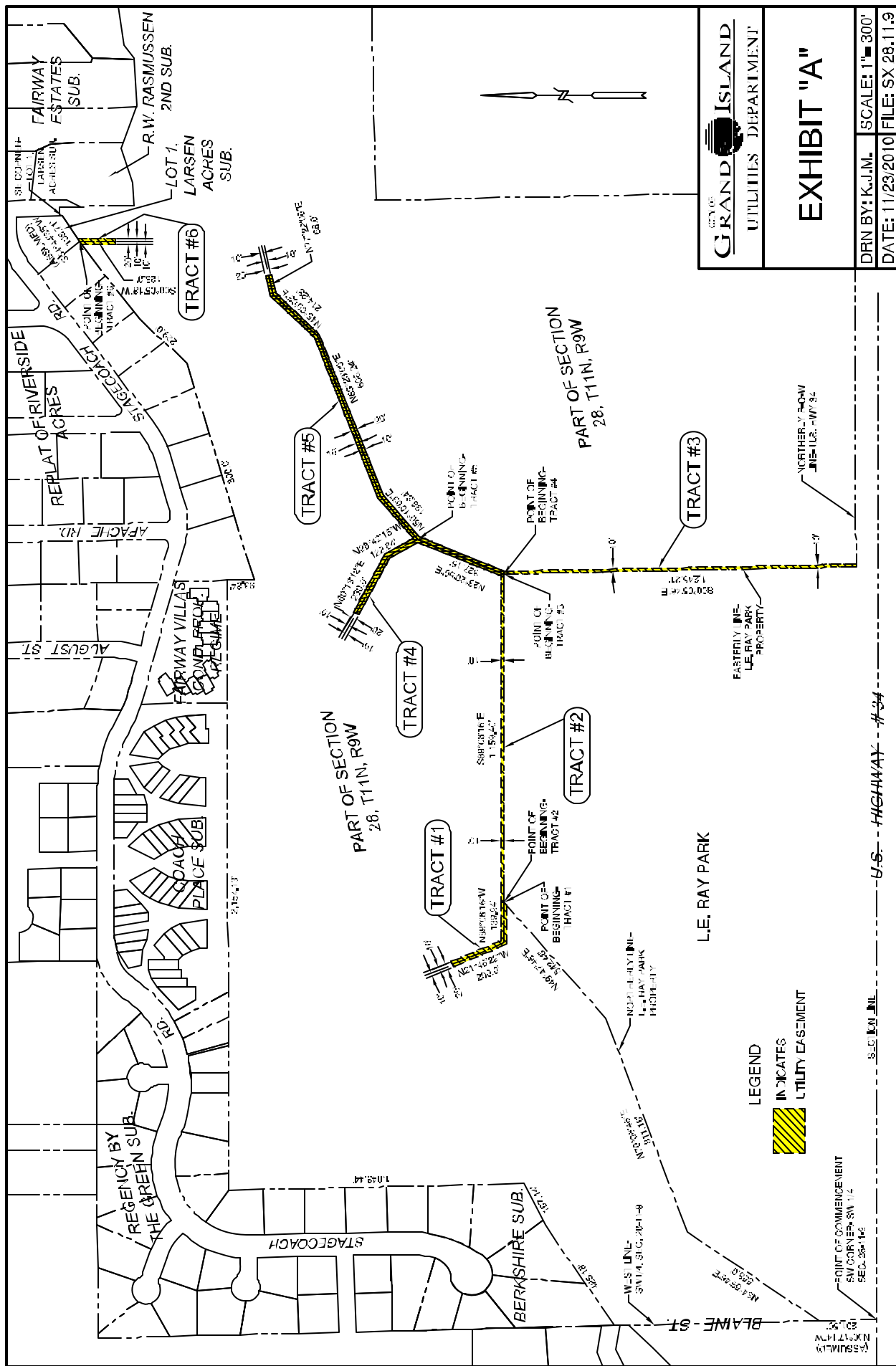
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, December 21, 2010

Council Session

Item E4

**Public Hearing on Acquisition of Landscape Easements Located in
Business Improvement District No. 6 (Second Street)**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 21, 2010

Subject: Public Hearing on Acquisition of Landscape Easements
Located in Business Improvement District No. 6 (Second Street)

Item #'s: E-4 & G-8

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A landscape easement is needed adjacent to each property included in Business Improvement District (BID) No. 6. BID No. 6 is along 2nd Street from Garfield Street to Clark Street.

Business Improvement District No. 6 was formed in conjunction with the recent widening project of Second Street from Grant Street to Clark Street. This district was formed with an objective to utilize and promote sustainable landscaping. Trees, shrubs and grasses were selected that require low watering, less maintenance, and are suitable for Nebraska's climate. Landscaping items were installed on 31 properties along Second Street within the business improvement district.

Discussion

Maintenance and watering will continue to be required for the trees and various plantings to ensure these items will remain healthy and vibrant. An easement at each property will allow access to maintain these items.

The landscape easements along 2nd Street are being handled in the same fashion as the landscape easements along the Locust Street BID. The property owners donate the easement at no cost to the City. The easements allow for signs to be placed and existing parking lot to remain. Any further encroachments into the landscape easements require a license agreement. The property owner cannot disturb landscaping placed into the easement without permission from the BID.

The properties included in Business Improvement District No. 6 are listed below.

North

- Five Points Bank - 1704 W 2nd Street
- J.J.A. Holding LLC - 1016 W 2nd Street
- Overland National Bank - 920 W 2nd Street
- Millennium Mangement Group - 1020 W 2nd Street
- Real Estate Group of Grand Island Inc. - 1824 W 2nd Street
- Grand Island Properties - 1600 W 2nd Street
- RSI Inc. - 2114 W 2nd Street
- Victoria Land Partners LP - 2010 W 2nd Street
- Merleen Johnson & Robert A Johnson - 1808 W 2nd Street
- Bonna Barton Wanek - 802 W 2nd Street
- Mary Story - 816 W 2nd Street
- Cleo E. Albright - 1424 W 2nd Street

South

- Walgreen Co. - 1521 W 2nd Street
- Raile Properties - 823 W 2nd Street
- Autozone Development Corp. - 1717 W 2nd Street
- Daffodil LLC - 113 N Clay Street
- Robert V & Bonnie Clark - 2017 W 2nd Street
- J & B Rentals LLC - 1919 W 2nd Street
- GIPH Restaurants LLC - 1015 W 2nd Street
- Kelly Samson Trustee / Brandy K. Wright - 1915 W 2nd Street
- Apfel Funeral Home Inc. - 1123 W 2nd Street
- Tina M. Royle - 1909 W 2nd Street
- Video Kingdom of Grand Island Inc. - 1723 W 2nd Street
- High Road LLC - 805 W 2nd Street
- Grand Island Woman's Club Inc. - 1109 W 2nd Street
- First Federal Savings & Loan Assoc. of Lincoln - 1811 W 2nd Street
- Meme Saycocie - 1903 W 2nd Street
- C & A Proeprties LLC - 915 W 2nd Street
- Rafael & Rita C. Orozco - 815 W 2nd Street
- McDonald's Corporation - 1317 W 2nd Street

Alternatives

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

1. Move to approve

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

Recommendation

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

Sample Motion

Move to approve the acquisition of the Easements.



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item F1

**#9282 - Consideration of Amending Ordinance No. 9280 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: December 21, 2010

Subject: Amending Ordinance No. 9280 for Sidewalk District No. 1, 2007

Item #'s: F-1

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

Background

On November 23, 2010 City Council approved Ordinance No. 9280, which assessed and levied a special tax to pay the cost of construction of Sidewalk District No. 1, 2007. Council action is necessary to make any amendments to an Ordinance.

Discussion

The physical address of 250 N Darr Avenue was included in Sidewalk District No. 1, 2007 as sidewalk at this address was installed by the City as part of this district. Ordinance No. 9280 lists the incorrect legal description and property owner for this address. The ordinance needs to be corrected in order for assessments to be billed and collected on this project. After the ordinance is filed at the Register of Deeds Office the ordinance will take 15 days to take effect with the first payment due 10 days later. Revised statements will be sent to all properties within the district.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council amend Ordinance No. 9280 to correct the legal description and property owner at 250 N Darr Avenue for Sidewalk District No. 1, 2007.

Sample Motion

Move to approve amendment of Ordinance No. 9280.

ORDINANCE NO. 9282

An ordinance to amend Ordinance No. 9280; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, City Council has approved correcting the property owner and legal description for the physical address of 250 N Darr Avenue in Sidewalk District No. 1, 2007.

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

SECTION 1. The property owner and legal description are listed correctly for the physical address of 250 N Darr Avenue in Sidewalk District No. 1, 2007.

SECTION 2. 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:

ORDINANCE NO. 9282 (Cont.)

<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
Mitchell T & Susan E Nickerson	Lot 5, except the southerly Six (6) feet, in Block Twenty 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.

ORDINANCE NO. 9282 (Cont.)

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.

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: December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item F2

**#9283 - Consideration of Amending Ordinance No. 9281 Creating
Sanitary Sewer Connection District No. 527T for Platte Valley
Industrial Park East**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 21, 2010

Subject: Consideration of Amending Ordinance No. 9281
Creating Sanitary Sewer Connection District No. 527T
for Platte Valley Industrial Park East

Item #'s: F-2

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

Background

On November 23, 2010 City Council approved Ordinance No. 9281, which created Sanitary Sewer Connection District No. 527T.

Discussion

Public Works Administration is requesting the ordinance be amended. The pipe size for the sanitary sewer main was incorrectly listed in the original ordinance. An eighteen (18.0) inch gravity sanitary sewer main is being designed along Wildwood Drive from Gold Core Drive east to Blaine Street, while a fifteen (15.0) inch gravity sanitary sewer main is being designed along Schimmer Drive from Gold Core Drive east to Blaine Street. Both sections were listed with an eight (8.0) inch gravity sanitary sewer main in the original ordinance.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council amend Ordinance No. 9281 to correct the size of the gravity sanitary sewer mains.

Sample Motion

Move to approve amendment of Ordinance No. 9281.

ORDINANCE NO. 9283

An ordinance to amend Ordinance No. 9281; to repeal any ordinances or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, City Council has approved the size correction of the gravity sanitary sewer main and appurtenances along Wildwood Drive from Gold Core drive east to Blaine Street; and along Schimmer Drive from Gold Core Drive east to Blaine Street.

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 eighteen (18.0) inch gravity sanitary sewer main and appurtenances thereto along Wildwood Drive from Gold Core Drive east to Blaine Street.
- A fifteen (15.0) inch gravity sanitary sewer main and appurtenances 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. 9283 (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 ¼), 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 ¼), 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 ¼), 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 ¼), 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 ¼), 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 ¼) 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. 9283 (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. 9283 (Cont.)

Enacted: December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item F3

#9284 - Consideration of Amending Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: December 21, 2010

Subject: Amending Salary Ordinance

Item #'s: F-3

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City's payroll department receives its authority to compensate employees by means of the City Salary Ordinance. In addition to wages, certain benefits that are part of labor agreements or personnel rules that are paid to employees are also outlined in the salary ordinance as well.

Discussion

The salary ordinance being proposed to Council is needed to compensate the Interim Public Works Director. A recommendation by Mayor Vavricek to appoint Gary Mader as Interim Public Works Director is also presented in this Council Agenda. As there is not a step in the Public Works Director pay scale to place Mr. Mader in for this interim service, it is proposed that he be paid a stipend of \$900 per month to be prorated for time of service. A change to the salary ordinance is needed to authorize payroll to compensate Mr. Mader for this additional appointment.

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

The Human Resources Director recommends that the Council approve Salary Ordinance #9284.

Sample Motion

Move to approve Salary Ordinance # 9284.

ORDINANCE NO. 9284

An ordinance to amend Ordinance 9268 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to ~~remove the positions and salary ranges of Civil Engineering Manager Public Works, Engineering Technician Supervisor, Information Technology Supervisor, Library Clerk, Parking Monitor, Fleet Services Attendant/Clerk, and Fleet Services Inventory Specialist, ; to add the positions and salary ranges of Project Manager Public Works; Fleet Services Inventory Clerk; Recreation Coordinator; and Customer Service Representative Part Time; to rename the position of Communications Specialist/EMD to Public Safety Dispatcher; to rename the position of Senior Communications Specialist/EMD to Senior Public Safety Dispatcher~~ provide compensation for the Interim Public Works Director; and to repeal those portions of Ordinance No. 9268 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	21.6100/30.4700	Exempt
Accounting Technician – Solid Waste	15.0000/19.7200	40 hrs/week

Approved as to Form ☐ _____
December 20, 2010 ☐ City Attorney

ORDINANCE NO. 9284 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Assistant to the City Administrator	21.0200/29.5900	Exempt
Assistant Utility Director – Administration	40.7800/57.4000	Exempt
Assistant Utility Director – PGS & PCC	44.1600/62.1800	Exempt
Attorney	26.8900/41.4900	Exempt
Biosolids Technician	17.0401/23.9867	40 hrs/week
Building Department Director	31.5000/44.8200	Exempt
Cemetery Superintendent	18.3119/25.7803	Exempt
City Administrator	53.8810/75.8161	Exempt
City Attorney	37.2300/52.4000	Exempt
City Clerk	22.4900/31.6600	Exempt
Civil Engineering Manager – Utility PCC	32.0000/45.6900	Exempt
Collection System Supervisor	21.5900/30.6900	40 hrs/week
Community Service Officer	12.1000/16.4500	40 hrs/week
Custodian – Library, Police	11.0885/15.6476	40 hrs/week
Customer Service Representative – Part time	8.0000/12.0000	40 hrs/week
Electric Distribution Superintendent	31.2500/42.8300	Exempt
Electric Distribution Supervisor	26.3900/36.1900	40 hrs/week
Electric Underground Superintendent	27.8300/38.1500	Exempt
Electrical Engineer I	25.3300/34.9600	Exempt
Electrical Engineer II	29.3800/40.5100	Exempt
Emergency Management Deputy Director	21.3600/29.2100	Exempt
Emergency Management Director	30.4000/41.5600	Exempt
Engineering Technician - WWTP	18.8700/26.6600	40 hrs/week
Equipment Operator - Solid Waste	15.1218/21.2957	40 hrs/week
Finance Director	35.6881/50.2209	Exempt
Fire Chief	34.0500/48.2500	Exempt
Fire Division Chief	27.8470/40.1959	Exempt
Fleet Services Superintendent	24.1300/34.0900	Exempt
Fleet Services Supervisor	19.2100/26.7600	40 hrs/week
Golf Course Superintendent	22.8100/32.9200	Exempt
Grounds Management Crew Chief – Cemetery	17.1031/24.0687	40 hrs/week

ORDINANCE NO. 9284 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Grounds Management Crew Chief – Parks	17.6161/24.7906	40 hrs/week
Human Resources Director	32.2100/45.8900	Exempt
Human Resources Specialist	17.2500/25.3500	40 hrs/week
Information Technology Manager	28.9540/40.7386	Exempt
Legal Secretary	18.9700/25.5100	40 hrs/week
Librarian I	16.5700/23.0500	Exempt
Librarian II	18.3500/25.8500	Exempt
Library Assistant I	11.6100/15.9800	40 hrs/week
Library Assistant II	12.7900/17.6300	40 hrs/week
Library Assistant Director	20.9000/29.7900	Exempt
Library Director	28.2796/39.8068	Exempt
Library Page	7.4300/10.2800	40 hrs/week
Library Secretary	13.8900/19.7400	40 hrs/week
Maintenance Worker – Golf	13.9425/19.6625	40 hrs/week
Manager of Engineering Services	30.8300/44.2500	Exempt
Meter Reader Supervisor	17.5366/24.6969	Exempt
Office Manager – Police Department	15.1900/21.0406	40 hrs/week
Parks and Recreation Director	31.9851/44.9881	Exempt
Parks Superintendent	22.3500/31.6100	Exempt
Payroll Specialist	15.9420/22.4290	40 hrs/week
Planning Director	31.7148/44.6178	Exempt
Police Captain	26.7800/37.6700	Exempt
Police Chief	34.0500/48.2500	Exempt
Police Records Clerk - Part Time	12.4000/17.2600	40 hrs/week
Power Plant Maintenance Supervisor	28.0509/39.4574	Exempt
Power Plant Operations Supervisor	29.2000/42.0400	Exempt
Power Plant Superintendent – Burdick	31.9808/45.0026	Exempt
Power Plant Superintendent – PGS	36.8688/51.8571	Exempt
Project Manager – Public Works	28.4300/40.000	Exempt
Public Information Officer	20.0800/28.2600	Exempt
Public Works Director	35.8254/50.4141	Exempt

ORDINANCE NO. 9284 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Receptionist	12.400/17.9400	40 hrs/week
Recreation Coordinator	16.2000/22.6000	Exempt
Recreation Superintendent	20.9300/30.0300	Exempt
Regulatory and Environmental Specialist	27.6631/38.9119	Exempt
Senior Accountant	26.3200/36.6400	Exempt
Senior Electrical Engineer	32.1500/44.3300	Exempt
Senior Equipment Operator, Solid Waste	15.8780/22.3421	40 hrs/week
Senior Public Safety Dispatcher	16.2000/22.1400	40 hrs/week
Senior Utility Secretary	14.3250/20.4550	40 hrs/week
Shooting Range Superintendent	20.9300/30.0300	Exempt
Solid Waste Division Clerk - Full Time	14.2900/19.1400	40 hrs/week
Solid Waste Division Clerk - Part Time	12.7236/17.3800	40 hrs/week
Solid Waste Superintendent	22.9786/32.3353	Exempt
Street Superintendent	23.5000/34.2100	Exempt
Street Supervisor	18.4800/26.2600	40 hrs/week
Turf Management Specialist	20.5000/29.0200	40 hrs/week
Utility Director	51.9700/74.4700	Exempt
Utility Production Engineer	32.8786/46.2710	Exempt
Utility Services Manager	26.7500/37.2300	Exempt
Utility Warehouse Supervisor	21.8200/30.4800	40 hrs/week
Victim Assistance Unit Coordinator	12.5500/17.6700	40 hrs/week
Wastewater Engineering/Operations Superintendent	25.6500/36.2900	Exempt
Wastewater Plant Chief Operator	18.9500/26.7100	40 hrs/week
Wastewater Plant Maintenance Supervisor	22.9100/30.8500	40 hrs/week
Wastewater Plant Process Supervisor	23.7500/32.0200	40 hrs/week
Water Superintendent	24.2210/34.2100	Exempt
Water Supervisor	20.9100/30.1300	40 hrs/week
Worker / Seasonal	7.2500/20.0000	Exempt
Worker / Temporary	7.2500/20.0000	40 hrs/week

ORDINANCE NO. 9284 (Cont.)

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	14.3613/20.1955	40 hrs/week
Fleet Services Inventory Clerk	13.1500/18.5000	40 hrs/week
Fleet Services Mechanic	16.3825/23.0410	40 hrs/week
Horticulturist	15.1638/21.3650	40 hrs/week
Maintenance Worker – Cemetery	14.2525/20.0595	40 hrs/week
Maintenance Worker – Parks	14.1574/19.9372	40 hrs/week
Maintenance Worker – Streets	13.8581/19.5019	40 hrs/week
Senior Equipment Operator – Streets	15.7348/22.1541	40 hrs/week
Senior Maintenance Worker – Parks	15.7348/22.1541	40 hrs/week
Senior Maintenance Worker – Streets	15.7348/22.1541	40 hrs/week
Traffic Signal Technician	15.7348/22.1541	40 hrs/week

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW labor agreements, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW labor agreements shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	14.4214/19.0838	40 hrs/week
Cashier	13.2364/18.0369	40 hrs/week
Custodian	15.4563/18.2518	40 hrs/week
Electric Distribution Crew Chief	28.2329/35.9069	40 hrs/week

ORDINANCE NO. 9284 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Electric Underground Crew Chief	28.2329/35.9069	40 hrs/week
Engineering Technician I	17.7918/25.4568	40 hrs/week
Engineering Technician II	21.9942/30.1571	40 hrs/week
GIS Coordinator	22.6286/31.7526	40 hrs/week
Instrument Technician	26.5386/35.0596	40 hrs/week
Lineworker Apprentice	17.2099/25.2351	40 hrs/week
Lineworker First Class	26.0863/30.8526	40 hrs/week
Materials Handler	21.4797/28.7929	40 hrs/week
Meter Reader	15.4761/20.1811	40 hrs/week
Meter Technician	20.8076/25.7161	40 hrs/week
Power Dispatcher I	26.0574/36.2300	40 hrs/week
Power Dispatcher II	27.3685/38.0468	40 hrs/week
Power Plant Maintenance Mechanic	24.6660/30.7139	40 hrs/week
Power Plant Operator	29.1394/33.9424	40 hrs/week
Senior Accounting Clerk	16.2100/21.2338	40 hrs/week
Senior Engineering Technician	27.8288/34.0562	40 hrs/week
Senior Materials Handler	24.7316/32.2591	40 hrs/week
Senior Meter Reader	18.3291/21.7545	40 hrs/week
Senior Power Dispatcher	31.6593/43.4454	40 hrs/week
Senior Power Plant Operator	28.7299/36.8309	40 hrs/week
Senior Substation Technician	33.8273/35.0596	40 hrs/week
Senior Water Maintenance Worker	20.0983/26.4649	40 hrs/week
Substation Technician	31.3152/32.5583	40 hrs/week
Systems Technician	27.5975/35.0596	40 hrs/week
Tree Trim Crew Chief	24.7220/30.7011	40 hrs/week
Utility Electrician	24.7743/32.5583	40 hrs/week
Utility Technician	24.1970/34.0365	40 hrs/week
Utility Warehouse Clerk	17.8792/22.0587	40 hrs/week
Water Maintenance Worker	16.7450/23.1567	40 hrs/week
Wireworker I	18.8115/26.5994	40 hrs/week
Wireworker II	26.0863/30.8526	40 hrs/week

ORDINANCE NO. 9284 (Cont.)

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	
Police Officer	17.8037/24.8884	
Police Sergeant	22.2831/30.5330	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of fifty (50) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in

ORDINANCE NO. 9284 (Cont.)

excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the training and special events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the training and special events bank.

SECTION 5. The currently occupied classifications of employees of the City of Grand Island included under the IAFF labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IAFF labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	16.6707/23.1150	54 hrs/week
Firefighter / EMT	12.3855/17.9740	54 hrs/week
Firefighter / Paramedic	13.8282/19.5300	54 hrs/week

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	14.3249/20.1564	40 hrs/week
Equipment Operator – WWTP	16.2630/22.8838	40 hrs/week

ORDINANCE NO. 9284 (Cont.)

Maintenance Mechanic I	16.2630/22.8838	40 hrs/week
Maintenance Mechanic II	18.2093/25.6223	40 hrs/week
Maintenance Worker – WWTP	16.2630/22.8838	40 hrs/week
Senior Equipment Operator – WWTP	17.5790/24.7353	40 hrs/week
Wastewater Clerk	12.2368/17.2182	40 hrs/week
Wastewater Plant Laboratory Technician	17.2638/24.2919	40 hrs/week
Wastewater Plant Operator I	14.5453/20.4669	40 hrs/week
Wastewater Plant Operator II	16.2630/22.8838	40 hrs/week

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	15.2682/20.3814	40 hrs/week
Accounts Payable Clerk	14.4823/20.9529	40 hrs/week
Administrative Assistant	15.0641/21.6061	40 hrs/week
Audio Video Technician	15.2069/21.4530	40 hrs/week
Building Inspector	18.8097/26.6887	40 hrs/week
Building Secretary	14.1761/20.1466	40 hrs/week
Community Development Administrator	16.4113/23.5963	Exempt
Computer Operator	18.2994/24.0557	40 hrs/week
Computer Programmer	20.8713/30.5874	40 hrs/week
Computer Technician	18.8484/24.7778	40 hrs/week
Electrical Inspector	18.8097/26.6887	40 hrs/week
Emergency Management Coordinator	14.1761/20.1466	40 hrs/week
Engineering Technician – Public Works	19.3506/27.2908	40 hrs/week
Evidence Technician	14.0741/20.5957	40 hrs/week
Finance Secretary	14.1761/20.1466	40 hrs/week

ORDINANCE NO. 9284 (Cont.)

GIS Specialist	21.4555/30.1064	40 hrs/week
Maintenance Worker I – Building, Library	14.7885/20.0140	40 hrs/week
Maintenance Worker II – Building, Police	15.5846/21.1264	40 hrs/week
Parks and Recreation Secretary	14.1761/20.1466	40 hrs/week
Planning Secretary	14.1761/20.1466	40 hrs/week
Planning Technician	19.4086/27.3071	40 hrs/week
Plans Examiner	18.8097/26.6887	40 hrs/week
Plumbing Inspector	18.8097/26.6887	40 hrs/week
Police Records Clerk – Full Time	12.6554/17.6156	40 hrs/week
Public Safety Dispatcher	14.2884/20.8713	40 hrs/week
Shooting Range Operator	19.6363/26.6172	40 hrs/week
Stormwater Technician	19.3506/27.2908	40 hrs/week
Utility Secretary	14.1761/20.1466	40 hrs/week

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classification, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$484.00 per year, divided into twenty-four (24) pay periods. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the IAFF or FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month.

ORDINANCE NO. 9284 (Cont.)

Non-union employees and employees covered by the FOP labor agreement, the IBEW Utilities, Finance and Service/Clerical labor agreements may receive an annual stipend not to exceed \$1,000 for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities and IBEW – Finance labor agreements shall be allowed a meal allowance for actual cost, or up to \$7.00 per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, Electric Underground Superintendent, and Engineering Technician Supervisor shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreement and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12

ORDINANCE NO. 9284 (Cont.)

biweekly. Public Works Department personnel in the job classifications Fleet Services Supervisor, Fleet Services Superintendent, and Fleet Services Mechanic shall receive a tool allowance of \$10 biweekly.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

(A) For all non-union employees the City will include in the last paycheck in September 2010, payment for an employee's unused medical leave in excess of 960 hours accrued from January 2010 through September 2010. The compensation will be based on 50% of the accumulated hours above 960 at the employee's current pay rate at the time of such compensation. Such compensation for unused medical leave in excess of 960 hours shall not continue after September 2010.

(B) All employees covered in the IBEW Utilities and IBEW Finance labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at $47\% \times 1039 \text{ hours} = 488.33 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The amount of contribution will be based upon the employee's salary at the time of retirement.

ORDINANCE NO. 9284 (Cont.)

Employees covered by the IBEW Wastewater labor agreement shall be paid 37.5% of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed three hundred ninety-nine hours (calculated at $37.5\% \times 1064 \text{ hours} = 399 \text{ hours}$). Employees covered by the IBEW Service/Clerical labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for forty percent (40%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 433.60 hours (calculated at $40\% \times 1084 \text{ hours} = 433.60 \text{ hours}$.) Employees covered by the IBEW Service/Clerical labor agreement will be compensated for unused medical leave in excess of 960 hours as of September 30, 2009. Employees will be compensated for fifty percent (50%) of the hours over 960 at their current rate of pay in January 2010. Such compensation for unused medical leave in excess of 960 shall not continue after January 2010. Any employee covered by this bargaining unit shall be allowed to maintain a balance of sixteen (16) hours in their compensatory time banks if those hours exist at the date of approval of the labor agreement. All hours in excess of sixteen (16) shall be paid to the employee at the same time as any retroactive payments are made. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. All employees covered by the AFSCME labor agreement

ORDINANCE NO. 9284 (Cont.)

shall be paid forty-five (45%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred seventy-eight and eighty hundredths hours (calculated at $45\% \times 1064 \text{ hours} = 478.80 \text{ hours}$). All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred five hours (calculated at $37.5\% \times 1,080 \text{ hours} = 405 \text{ hrs.}$), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed five hundred forty hours ($50\% \times 1,080 \text{ hours} = 540 \text{ hrs.}$), based on the employee's salary at the time of their death.

(C) The City Administrator and department heads shall have a contribution made to their VEBA for one-half of their accumulated medical leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(D) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

ORDINANCE NO. 9284 (Cont.)

SECTION 10. The City Administrator shall receive a vehicle allowance of Five Hundred Dollars (\$500.00) per month in lieu of mileage allowance, divided into two equal payments of Two Hundred Fifty Dollars (\$250.00).

SECTION 11. The Utilities Director shall be paid a stipend of Nine Hundred Dollars (\$900.00) per month prorated as appropriate for services tendered while acting as both the Utilities Director and the Interim Public Works Director.

SECTION 12. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION ~~12~~13. ~~The adjustments identified in the payout of medical leave to non-union employees shall be effective on the date of passage and publication as provided by law. The new positions that have been added, namely Fleet Services Inventory Clerk, Project Manager Public Works, Recreation Coordinator, and Customer Service Representative PT, shall be in effect as of October 1, 2010.~~ The salary adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective ~~October 11, 2010~~January 10, 2011.

SECTION 13. Those portions of Ordinance No. 9268 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: December 21, 2010

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G1

Approving Minutes of December 7, 2010 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 7, 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 December 7, 2010. Notice of the meeting was given in *The Grand Island Independent* on December 1, 2010.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Meyer, Niemann, Gilbert, Haase, Carney, Dugan, Ramsey, Nickerson, Zapata and Gericke. The following City Officials were present: 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 Emma Kruetzer and Ashley Bykerk and board member Elizabeth Kuta.

CITY COUNCIL REORGANIZATION:

APPROVING MINUTES OF NOVEMBER 23, 2010 CITY COUNCIL MEETING. Motion by Meyer, second by Zapata to approve the minutes of the November 23, 2010 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

ACCEPTANCE OF ELECTION CERTIFICATE: Motion by Zapata, second by Meyer to accept the Election Certificate for the November 2, 2010 General Election. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady presented plaques to outgoing Councilmember's Robert (Bob) Meyer and Jose Zapata and thanked them for their service to the City of Grand Island.

Council President Peg Gilbert presented a plaque to Mayor Margaret Hornady, the first woman Mayor for the City of Grand Island and thanked her for her service.

COMMENTS BY OUTGOING OFFICIALS:

Councilmember Meyer commented on all the good things the Council had accomplished. He thanked the voters, tax payers and city employees.

Councilmember Zapata thanked Mayor Hornady for the appointment to serve the City of Grand Island in Ward 1. He also thanked the City Council, staff, citizens, his wife and daughters.

Mayor Hornady thanked the citizens of Grand Island, city department director's, staff, employees of the City of Grand Island and City Council. She commented on the upcoming challenges of the budget and hiring a new city administrator.

RECESS: Motion by Gilbert, second by Gericke to recess at 7:15 p.m. for the transition to the new governing body. Upon roll call vote, all voted aye. Motion adopted.

Council reconvened at 7:25 p.m.

ADMINISTRATION OF OATH TO NEWLY ELECTED MAYOR AND COUNCIL MEMBER'S: City Clerk RaNae Edwards administered the Oath of Office to newly elected Mayor Jay Vavricek. Ms. Edwards then administered the Oath of Office to newly elected Councilmember's Randy Gard and Linna Dee Donaldson and returning Councilmember's Peg Gilbert, Mitchell Nickerson and John Gericke.

SEATING OF NEWLY ELECTED MAYOR AND COUNCILMEMBER'S FOLLOWED BY ROLL CALL: The following members were present: Mayor Vavricek, Councilmember's Haase, Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, Gard, and Gericke.

COMMENTS BY NEWLY ELECTED OFFICIALS:

Councilmember's Peg Gilbert, Mitch Nickerson, John Gericke, Linna Dee Donaldson and Randy Gard each thanked the citizen's of Grand Island for the opportunity to represent them. They also thanked their families, friends and looked forward to working with the other councilmember's.

Mayor Vavricek thanked his family, campaign organizers, voters, financial contributors, and God for the privilege to serve another 4 years as Mayor. He thanked Margaret Hornady, Bob Meyer, and Jose Zapata for their service to the City of Grand Island. He recognized Veteran's for their service. He commented he would promote government, public safety, job growth, education, communication, bring back the "State of the City" address and would use Robert's Rules of Order for impartiality and openness. Financial reports would be presented to the Council monthly.

Mentioned was the plan to initiate a strategic planning process with a Council Retreat in January and February with an official goal setting resolution for the March 8, 2011 City Council meeting. Budget development and recruitment for a City Administrator were very important. He wanted to explore increased opportunities in the Legal Department, procurement code, code compliance, Public Works – infrastructure, liaison to Boards and Committees, and visioning. He looked forward to working with the City Council, staff and employees.

ELECTION OF CITY COUNCIL PRESIDENT: Mayor Vavricek reported that the City Council was required to elect one Councilmember to the office of Council President for a term of one year and that the Council President automatically assumed the duties of the Mayor in the event that the Mayor was absent or otherwise unable to fulfill his duties. Councilmember Ramsey nominated Councilmember Peg Gilbert. Councilmember Niemann nominated Councilmember John Gericke. Councilmember Haase nominated Councilmember Larry Carney. There were no further nominations.

City Clerk RaNae Edwards called for the first ballot. It was reported that Councilmember Gilbert had received 6 votes, Councilmember Gericke had received 2 votes, and Councilmember Carney had received 2 votes. Mayor Vavricek declared Councilmember Peg Gilbert the new Council President for 2011.

Motion by Haase, second by Ramsey to make the vote a unanimous one for Councilmember Peg Gilbert as City Council President. Upon roll call vote, all voted aye. Motion adopted.

Motion by Gericke that the ballots be destroyed. Motion failed due to lack of a second.

RESOLUTIONS:

#2010-351 – Approving Appointment of City Attorney Dale Shotkoski. Mayor Vavricek reported he was submitting the appointment of Dale Shotkoski as City Attorney to coincide with the Mayor's term of office.

Motion by Haase, second by Carney to approve Resolution #2010-351. Upon roll call vote, all voted aye. Motion adopted.

#2010-352 – Approving Appointment of City Clerk RaNae Edwards. Mayor Vavricek reported he was submitting the appointment of RaNae Edwards as City Clerk to coincide with the Mayor's term of office.

Motion by Gilbert, second by Gericke to approve Resolution #2010-352. Upon roll call vote, all voted aye. Motion adopted.

#2010-353 – Approving Appointment of City Treasurer/Finance Director Mary Lou Brown. Mayor Vavricek reported he was submitting the appointment of Mary Lou Brown as City Treasurer/Finance Director to coincide with the Mayor's term of office.

Motion by Ramsey, second by Gericke to approve Resolution #2010-353. Upon roll call vote, all voted aye. Motion adopted.

#2010-354 – Approving Appointment of Interim City Administrator Mary Lou Brown. Mayor Vavricek reported he was submitting the appointment of Mary Lou Brown as Interim City Administrator until a new City Administrator is hired. Human Resources Director Brenda Sutherland explained the pay scale relative to personnel rules.

Motion by Dugan, second by Carney to approve Resolution #2010-354. Upon roll call vote, all voted aye. Motion adopted.

Mary Lou Brown commented on being the newest member on the team and was humbled. She looked forward to the challenges and working with the Mayor and City Council.

PUBLIC HEARINGS:

Public Hearing on Request from Blazin Wings, Inc. dba Buffalo Wild Wings Grill & Bar, 809 Allen Drive for a Class "T" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "T" Liquor License had been received from Blazin Wings, Inc. dba Buffalo Wild Wings Grill & Bar, 809 Allen Drive. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on November 10, 2010; notice to the general public of date, time, and place of hearing published on November 27 2010; notice to the applicant of date, time, and place of hearing mailed on November 10, 2010; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Shane Cooley, Manager, 4745 N. 173rd Circle, Omaha, Nebraska was present to answer questions. No further public testimony was heard.

Public Hearing on Request from Friesen Management, Inc. dba Sam and Louie's NYP, 928 Concord Avenue for a Class "C" Liquor License. This item was pulled from the agenda at the request of the applicant Donald Friesen.

Public Hearing on Request from Geotechnical Services, Inc. for a Conditional Use Permit for a Soil Vapor Extrication Trailer Installation Located at 417 North Sycamore Street. Craig Lewis, Building Department Director reported that Geotechnical Services, Inc. had submitted an application for a conditional use permit for a soil vapor extrication trailer installation located at 417 North Sycamore Street. Mr. Lewis stated this request was for the continued use of a vapor extraction trailer originally approved by Council on November 14, 2006 with landscaping requirements. These requirements had not been met over the last four years. Staff recommended if Council approved this permit that landscaping conditions would be required. Fred Jones, representing Geotechnical Services spoke in support. No further public testimony was heard.

CONSENT AGENDA: Consent Agenda items G-4, G-6 and G-8 were removed for further discussion. Motion by Gilbert, second by Haase to approve the Consent Agenda excluding items G-4, G-6 and G-8. Upon roll call vote, all voted aye. Motion adopted.

#2010-338 – Approving Designated Depositories and City Treasurer Authorizations.

#2010-339 – Approving Redemption of Solid Waste Bonds.

#2010-340 – Approving Final Plat and Subdivision Agreement for Anderson Third Subdivision. It was noted that Melodee A. Anderson, owner had submitted the Final Plat and Subdivision Agreement for Anderson Third Subdivision for the purpose of creating 1 lot on a tract of land in Part of the N1/2, NE/14 of Section 24-11-10 comprising approximately 5.165 acres.

#2010-342 – Approving Award of Construction Contract on Project WWTP-2010-3 for Aeration Basin Improvements at the Wastewater Treatment Plant with Oakview dck, LLC of Red Oak, Iowa in an Amount of \$3,487,000.00.

#2010-344 – Approving Change Order #1 for Transfer House Fire Protection Upgrade at Platte Generating Station with Nebraska Fire Sprinkler Corporation of Alda, Nebraska for an increase of \$6,580.00 and a Revised Contract Amount of \$86,380.00.

#2010-346 – Approving Addendum No. 2 to the SCALES Interlocal Agreement to Include Lexington Police Department.

#2010-347 – Approving Certificate of Final Completion for Paving Improvements Sections A & B for the Veterans Athletic Field Complex with Diamond Engineering of Grand Island, Nebraska.

#2010-348 – Approving Certificate of Final Completion for Paving Improvements Section C at the Veterans Athletic Field Complex with Diamond Engineering of Grand Island, Nebraska.

#2010-341 – Approving Amendment No. 4 to the Agreement with Kirkham Michael of Omaha, Nebraska for Engineering Consulting Services for the Wasmer Detention Cell in an amount of \$16,292.01 and a Revised Agreement Amount of \$137,633.66. Public Works Director Steve Riehle explained that Federal Highway Administration (FHWA) allows federal aid funds to be used for up to 80% of eligible project costs. The FHWA would not participate in drainage improvements to accommodate storm water runoff for more than one block away from a federal aid route. Additional civil engineering work was needed on this project to determine participation levels in the project based on FHWA guidance.

Interim City Administrator Mary Lou Brown commented on how much FHWA would pay towards storm sewer design to the Wasmer Detention Cell. Discussion was held concerning water problems from people around the Wasmer Detention Cell. Funding in the budget was figured on the 80%/20% cost share.

Motion by Ramsey, second by Niemann to approve Resolution #2010-341. Upon roll call vote, all voted aye. Motion adopted.

#2010-343 – Approving Power Sales Agreement between the City of Grand Island and the Nebraska Public Power District for Laredo Ridge Wind Project. Utilities Director Gary Mader explained the Power Sales Agreement with the Nebraska Public Power District (NPPD) for the Laredo Ridge Wind Project. He commented on renewable energy sources. Mentioned were the Power Sales Agreements the City had participated with Ainsworth, Elkhorn, and Springview Projects.

Discussion was held regarding the 20 year agreement which Mr. Mader said was normal. The Laredo Ridge Wind Project was privately owned and marketed by NPPD. Fossil fuel vs renewable energy was discussed. Increased electric costs were mentioned.

Motion by Gilbert, second by Dugan to approve Resolution #2010-343. Upon roll call vote, Councilmember's Haase, Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, and Gericke voted aye. Councilmember Gard voted no. Motion adopted.

#2010-345 – Approving Nebraska Children and Families Foundation Agreement for a Child Well-Being Implementation Grant in an Amount up to \$50,000.00. Community Development Administrator Joni Kuzma reported this was the third part of grant funds to the City. The goal was to bring people together to help child care and building on programs already in existence.

Motion by Ramsey, second by Niemann to approve Resolution #2010-345. Upon roll call vote, all voted aye. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Geotechnical Services, Inc. for a Conditional Use Permit for a Soil Vapor Extrication Trailer Installation Located at 417 North Sycamore Street. This item related to the aforementioned Public Hearing.

Motion by Gericke, second by Niemann to approve the request from Geotechnical Services, Inc. for a Conditional Use Permit for a Soil Vapor Extrication Trailer Installation Located at 417 North Sycamore Street.

Discussion was held regarding the importance of soil vapor extrication, landscaping, enforcement, and expiration of the current permit. Building Department Director Craig Lewis stated the current permit expired on November 15, 2010. City Attorney Dale Shotkoski reported violations of Conditional Use Permits were brought back to Council or could be taken to Court.

Motion by Gilbert, second by Haase to amend the motion to approve a 6 month duration of the Conditional Use Permit. Upon roll call vote, all voted aye. Motion adopted.

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

RESOLUTIONS:

#2010-349 – Approving Request from Blazin Wings, Inc. dba Buffalo Wild Wings Grill & Bar, 809 Allen Drive for a Class “I” Liquor License and Liquor Manager Designation for Shane Cooley, 4745 N. 173rd Circle, Omaha, Nebraska. This item related to the aforementioned Public Hearing.

Motion by Haase, second by Niemann to approve Resolution #2010-349 contingent upon final inspections and completion of Mr. Cooley completing a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2010-350 – Approving Request from Friesen Management, Inc. dba Sam and Louie’s NYP, 928 Concord Avenue for a Class “C” Liquor License and Liquor Manager Designation for Donald Friesen, 4030 W. Husker Highway. This item was pulled from the agenda at the request of the applicant Donald Friesen.

#2010-355 – Approving Designating No Parking on Gold Core Drive, from Schimmer Drive to wildwood Drive. This item was removed from the agenda at the request of Interim City Administrator Mary Lou Brown.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Gilbert to approve the Claims for the period of November 24, 2010 through December 7, 2010, for a total amount of \$4,006,027.29. Unanimously approved.

Motion by Dugan, second by Gilbert to approve the Claims for the Period of November 24, 2010 through December 7, 2010 for the Veterans Athletic Field Complex for a total amount of \$8,311.45. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:20 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G2

**Approving Request from Susan McAfee, 1863 7th Avenue,
Dannebrog for Liquor Manager Designation for Pump & Pantry,
3200 South Locust Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: December 21, 2010

Subject: Request from Susan McAfee, 1863 7th Avenue,
Dannebrog, Nebraska for Liquor Manager Designation
for Pump & Pantry #10, 3200 South Locust Street

Item #'s: G-2

Presenter(s): RaNae Edwards, City Clerk

Background

Susan McAfee, 1863 7th Avenue, Dannebrog, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "B-13154" Liquor License for Pump & Pantry #10, 3200 South Locust Street.

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

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request from Susan McAfee, 1863 7th Avenue, Dannebrog Nebraska for Liquor Manager Designation in conjunction with the Class “B-13154” Liquor License for Pump & Pantry #10, 3200 South Locust Street with the stipulation that Ms. McAfee complete a state approved alcohol server/seller training program.

12/15/10
09:48

Grand Island Police Department
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : 08:58:44 12/13/2010
Occurred before : 08:58:44 12/13/2010
When reported : 08:58:44 12/13/2010
Date disposition declared : 12/13/2010
Incident number : L10121532
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 3200 Locust St S
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 33745
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

= = = = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	22099	12/13/10	McAfee, Larry Scott	Susan's Spouse
NM	55236	12/13/10	Pump & Pantry; #10,	Business Involved
NM	94953	12/13/10	McAfee, Susan R	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT07	Convenience Store	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor Manager Designation from Susan McAfee for Pump & Pantry on South Locust.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

12/15/10 Grand Island Police Department
09:48 LAW INCIDENT TABLE

450
Page: 2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	09:25:20 12/15/2010

318

Grand Island Police Department
Supplemental Report

Date, Time: Wed Dec 15 09:25:40 CST 2010
Reporting Officer: Vitera
Unit- CID

Susan McAfee is a familiar name to me. I have done liquor manager investigations on her before. I looked back through Spillman and found they were done on 4/18/07, 5/8/07, 11/29/07, and 11/19/08. During all of these investigations, all I ever found were some undisclosed speeding convictions. I checked Susan again today through NCJIS and only found speeding convictions. A speeding conviction in 2009 was undisclosed. I also checked on Susan's husband, Larry "Scott" McAfee. NCJIS only showed speeding convictions for him as well. He didn't have any undisclosed convictions. In addition, he signed a Spousal Affidavit of Non Participation form.

In looking at Susan's application, she has been or currently is a liquor manager at ten different Pump & Pantry stores. Susan has lived in Alda and Dannebrog for the last twenty years. With her length of residency and no criminal history in the State of Nebraska, the GIPD has no objection to her being a liquor manager at another Pump & Pantry.



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G3

**#2010-356 - Approving Acquisition of Utility Easement - 1140
Allen Drive - 1140 Allen Drive - Custard Cats, LLC**

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-356

WHEREAS, a public utility easement is required by the City of Grand Island, from Custard Cats, 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 December 21, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The easterly thirty (30.0) feet of the westerly fifty (50.0) feet of the northerly thirty (30.0) feet of Lot Nineteen (19), Meadowlark West Third Subdivision.

The above-described easement and right-of-way containing a total of 900 square feet, more or less, as shown on the plat dated 12/1/2010, 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 Custard Cats, LLC, on the above-described tract of land.

- - -

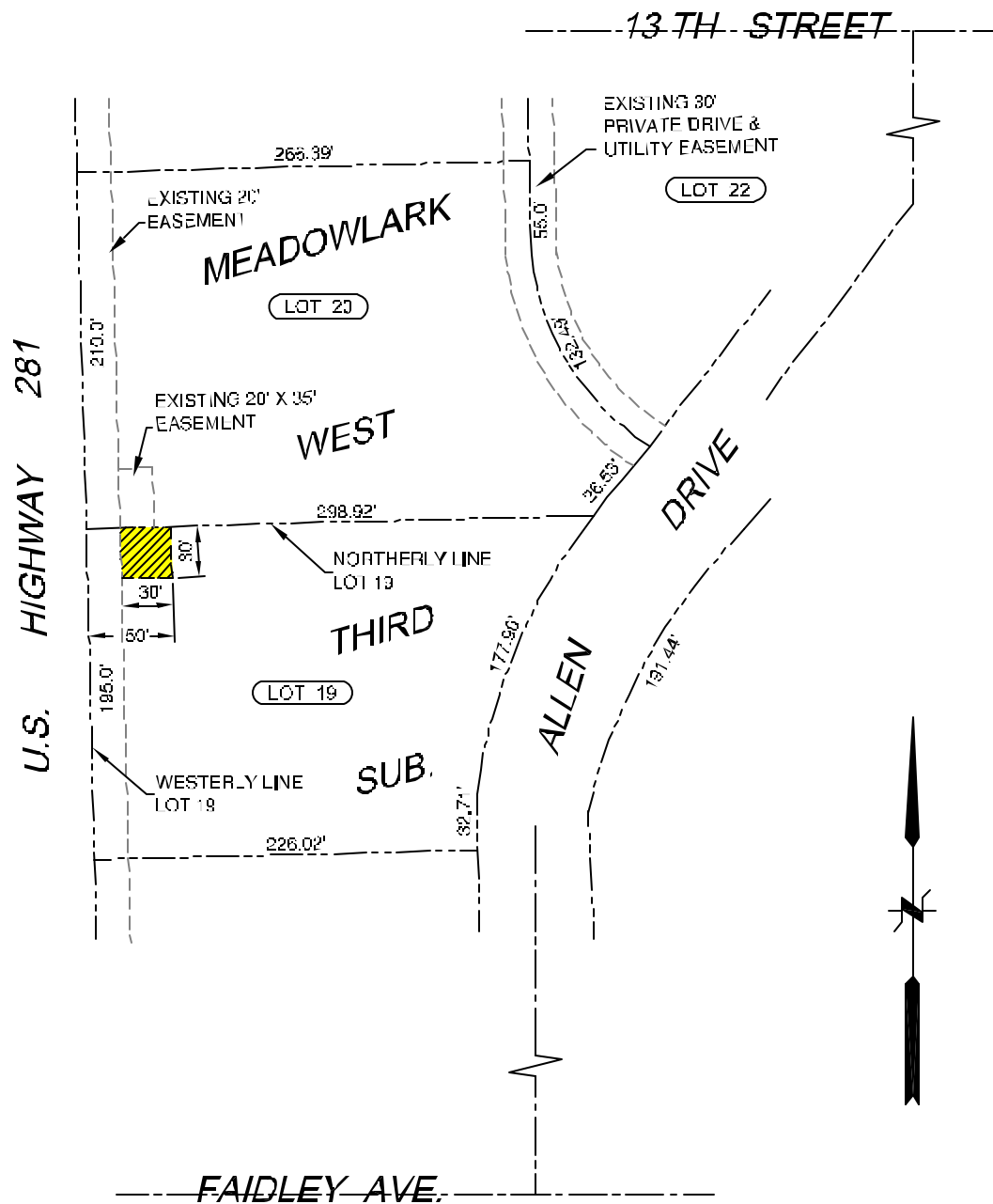
Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 17, 2010	☐ City Attorney



LEGEND



INDICATES 30' X 30'
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.

SCALE: 1" = 100'

DATE: 12/1/2010

FILE: MLRK 3RD



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G4

**#2010-357 - Approving Acquisition of Utility Easement - 2820
Riverside Drive - Country Club Holding Association**

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

Staff Contact: Gary R. Mader

RESOLUTION 2010-357

WHEREAS, a public utility easement is required by the City of Grand Island, from Country Club Holding Association, 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 December 21, 2010, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

TRACT #1

The centerline of a twenty (20.0) foot wide utility easement and right-of way tract being more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter (SW ¼) of Section Twenty Eight (28), Township Eleven (11) North, Range Nine (9) West; thence northerly along the west line of the Southwest Quarter (SW ¼) of said Section Twenty Eight (28) on an assumed bearing of N00°17'14"W, a distance of two hundred one and fifty hundredths (201.50) feet; thence N34°59'46"E, along the northerly line of present L.E. Ray Park property, a distance of five hundred fifty eight (558.0) feet; thence N70°06'46"E, along the northerly line of the said present L.E. Ray Park property, a distance of eight hundred eleven and sixteen hundredths (811.16) feet; thence N49°47'46"E, along the northerly line of said present L.E. Ray Park property, a distance of five hundred forty two and forty eight hundredths (542.48) feet to the ACTUAL Point of Beginning of Tract #1; thence N89°06'16"W, a distance of one hundred thirty nine and ninety four hundredths (139.94) feet; thence N21°48'22"W, a distance of two hundred (200.0) feet.

TRACT #2

The southerly line of a ten (10.0) foot wide utility easement and right-of way tract being more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter (SW ¼) of Section Twenty Eight (28), Township Eleven (11) North, Range Nine (9) West; thence northerly along the west line of the Southwest Quarter (SW ¼) of said Section Twenty Eight (28) on an assumed bearing of N00°17'14"W, a distance of two hundred one and fifty hundredths (201.50) feet; thence N34°59'46"E, along the northerly line of present L.E. Ray Park property, a distance of five hundred fifty eight (558.0) feet; thence N70°06'46"E, along the northerly line of the said present L.E. Ray Park property, a distance of eight hundred eleven and sixteen hundredths (811.16) feet; thence N49°47'46"E, along the northerly line of said present L.E. Ray Park property, a distance of five hundred forty two and forty eight hundredths (542.48) feet to the

Approved as to Form	by _____
December 17, 2010	City Attorney

ACTUAL Point of Beginning of Tract #2; thence S89°06'16"E, along the northerly line of the said present L.E. Ray Park property, a distance of one thousand one hundred fifty nine and forty hundredths (1,159.40) feet.

TRACT #3

The westerly line of a ten (10.0) foot wide utility easement and right-of way tract being more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter (SW ¼) of Section Twenty Eight (28), Township Eleven (11) North, Range Nine (9) West; thence northerly along the west line of the Southwest Quarter (SW ¼) of said Section Twenty Eight (28) on an assumed bearing of N00°17'14"W, a distance of two hundred one and fifty hundredths (201.50) feet; thence N34°59'46"E, along the northerly line of present L.E. Ray Park property, a distance of five hundred fifty eight (558.0) feet; thence N70°06'46"E, along the northerly line of the said present L.E. Ray Park property, a distance of eight hundred eleven and sixteen hundredths (811.16) feet; thence N49°47'46"E, along the northerly line of said present L.E. Ray Park property, a distance of five hundred forty two and forty eight hundredths (542.48); thence S89°06'16"E, along the northerly line of the said present L.E. Ray Park property, a distance of one thousand one hundred fifty nine and forty hundredths (1,159.40) feet to the ACTUAL Point of Beginning of Tract #3; thence S00°05'46"E, along the easterly line of the said present L.E. Ray Park property, a distance of one thousand two hundred forty five and twenty one hundredths (1,245.21) feet to a point on the northerly right-of-way line of U.S. Highway 34.

TRACT #4

The centerline of a twenty (20.0) foot wide utility easement and right-of way tract being more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter (SW ¼) of Section Twenty Eight (28), Township Eleven (11) North, Range Nine (9) West; thence northerly along the west line of the Southwest Quarter (SW ¼) of said Section Twenty Eight (28) on an assumed bearing of N00°17'14"W, a distance of two hundred one and fifty hundredths (201.50) feet; thence N34°59'46"E, along the northerly line of present L.E. Ray Park property, a distance of five hundred fifty eight (558.0) feet; thence N70°06'46"E, along the northerly line of the said present L.E. Ray Park property, a distance of eight hundred eleven and sixteen hundredths (811.16) feet; thence N49°47'46"E, along the northerly line of said present L.E. Ray Park property, a distance of five hundred forty two and forty eight hundredths (542.48) feet; thence S89°06'16"E, along the northerly line of the said present L.E. Ray Park property, a distance of one thousand one hundred fifty nine and forty hundredths (1,159.40) feet to the ACTUAL Point of Beginning of Tract #4; thence N23°20'50"E, a distance of three hundred twenty seven and sixteen hundredths (327.16) feet; thence N28°42'15"W, a

distance of one hundred twenty two and eighty four hundredths (122.84) feet; thence N60°13'12"E, a distance of two hundred thirty (230.0) feet.

TRACT #5

The centerline of a twenty (20.0) foot wide utility easement and right-of way tract being more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter (SW ¼) of Section Twenty Eight (28,) Township Eleven (11) North, Range Nine (9) West; thence northerly along the west line of the Southwest Quarter (SW ¼) of said Section Twenty Eight (28) on an assumed bearing of N00°17'14"W, a distance of two hundred one and fifty hundredths (201.50) feet; thence N34°59'46"E, along the northerly line of present L.E. Ray Park property, a distance of five hundred fifty eight (558.0) feet; thence N70°06'46"E, along the northerly line of the said present L.E. Ray Park property, a distance of eight hundred eleven and sixteen hundredths (811.16) feet; thence N49°47'46"E, along the northerly line of said present L.E. Ray Park property, a distance of five hundred forty two and forty eight hundredths (542.48) feet; thence S89°06'16"E, along the northerly line of the said present L.E. Ray Park property, a distance of one thousand one hundred fifty nine and forty hundredths (1,159.40) feet; thence N23°20'50"E, a distance of three hundred twenty seven and sixteen hundredths (327.16) feet to the ACTUAL Point of Beginning of Tract #5; thence N50°10'03"E, a distance of one hundred ninety eight and thirty four (198.34) feet; thence N69°23'00"E, a distance of six hundred eight and twenty four hundredths (608.24) feet; thence N45°00'03"E, a distance of two hundred fourteen and twenty eight hundredths (214.28) feet; thence N77°22'06"E, a distance of sixty eight (68.0) feet.

TRACT #6

The centerline of a twenty (20.0) foot wide utility easement and right-of way tract being more particularly described as follows:

Commencing at the southeast corner of Lot One (1), Larsen Acres Subdivision; thence southwesterly along the southerly line of said Lot One (1), on an assumed bearing of S54°44'35"W, a distance of one hundred eight and seventy one hundredths (108.71) feet to the southwest corner of said Lot One (1), being the ACTUAL Point of Beginning of Tract #6; thence S00°05'18"W, a distance of one hundred twenty five (125.0) feet.

The side lines of the above described tracts shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way tracts containing a combined total of 1.57 acres more or less, as shown on the plat dated 11/23/2010, 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 Country Club Holding Association, on the above-described tracts of land.

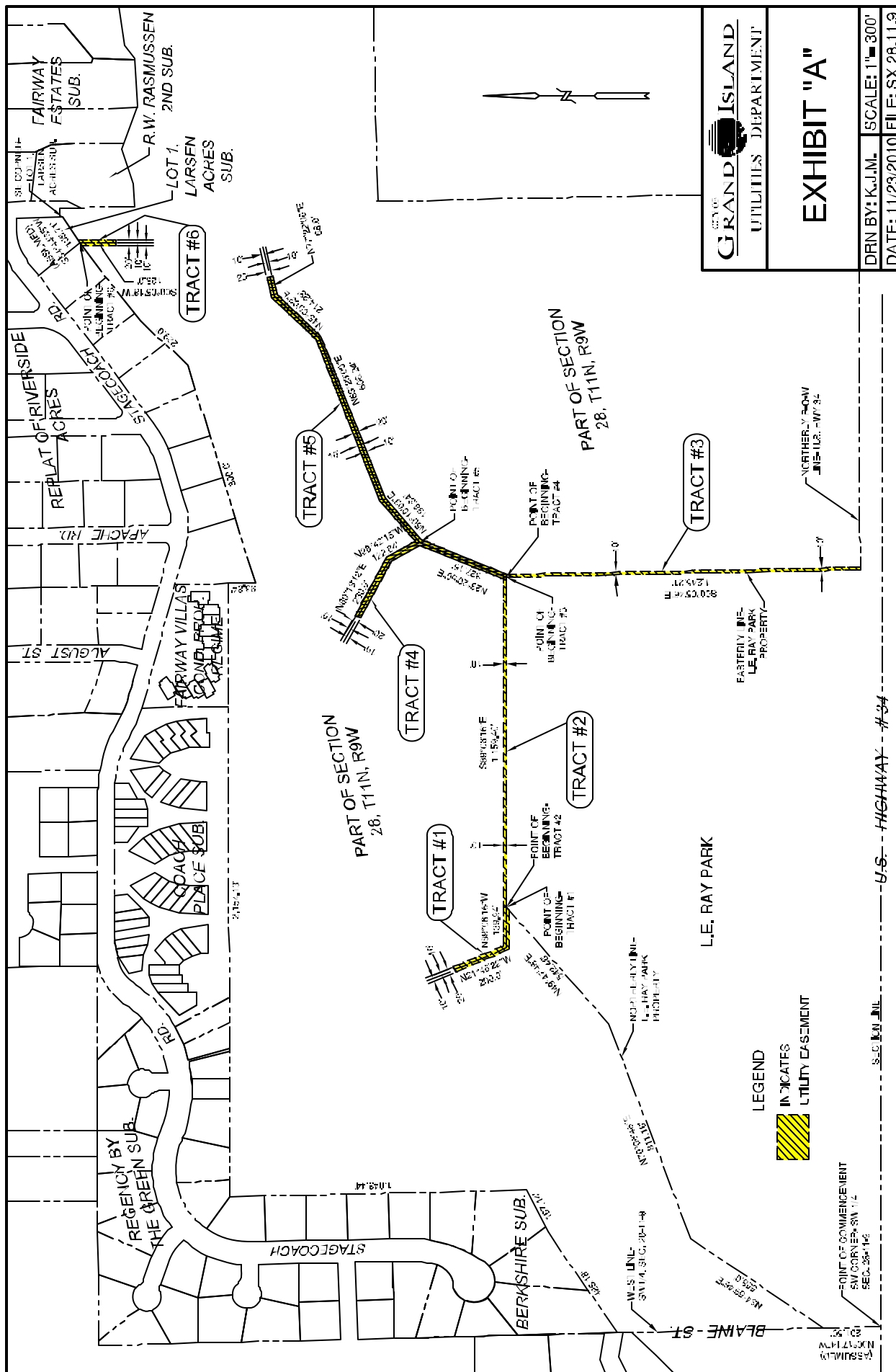
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G5

**#2010-358 - Accepting Certificate of Final Completion - Water
Main Project 2009-W-8 - Veterans Athletic Field Complex**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: December 21, 2010

Subject: Certificate of Final Completion for Water Main Project
2009-W-8 - Veterans Athletic Field Complex

Item #'s: G-5

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

Background

In association with the relocation of the Nebraska State Fair to Grand Island, it was necessary to move the athletic fields at Fonner Park to a new location. The area chosen for the new site is located on the west side of Broadwell Avenue, just south of Eagle Scout Park.

The Parks and Recreation Department advertised for bids for the installation of utility infrastructure, and the contract for Water Main Project 2009-W-8 was awarded on November 24, 2009, to the Diamond Engineering Company for a water line to provide service to the area.

Discussion

All work associated with the referenced project has been completed and placed in 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 accept the Certificate of Final Completion for Water Main Project 2009-W-8 – Veterans Athletic Field Complex.

Sample Motion

Move to approve the Certificate of Final Completion for Water Main Project 2009-W-8 – Veterans Athletic Field Complex.



INTEROFFICE MEMO
from the
Utilities Department - Engineering Division

*Working Together for a
Better Tomorrow, Today.*

Date: December 21, 2010
To: Mayor and Council Members
From: Gary R. Mader, Utilities Director
Subject: Water Main Project 2009-W-8

This memo is to certify that Water Main Project 2009-W-8, located in Broadwell Avenue and the Veterans Athletic Field Complex has been fully completed. All work was done in accordance with the terms and conditions of the contract, and complies with the plans and specifications. The water main project has been placed in service.



Gary R. Mader, Utilities Director

c: Mary Lou Brown
Bob Smith
Steve Riehle
Tom Barnes
Ruben Sanchez
Darren Buettner

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

WATER MAIN PROJECT 2009-W-8

CITY OF GRAND ISLAND, NEBRASKA

December 21, 2010

Water Main Project 2009-W-8 is located within Broadwell Avenue and the Veterans Athletic Field Complex in the City of Grand Island, NE. The work as certified to be fully completed by Gary R. Mader, Utilities Director, is hereby accepted for the City of Grand Island, by me as Public Works Director in accordance with the provision on Section 6-650, R.R.S., 1943.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Steve Riehle". The signature is stylized with a large, looped initial "S" and a cursive "Riehle".

Steve Riehle,
Public Works Director

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2009-W-8 be approved.

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2010-358

WHEREAS, the City Engineer/Public Works Director and the Utilities Director for the City of Grand Island have issued a Certificate of Final Completion for Water Main Project 2009-W-8 (Veterans Athletic Field Complex) certifying that Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the water main installation portion of such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the City Engineer/Public Works Director and Utilities Director recommend the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendations of the City Engineer/Public Works Director and the Utilities Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2009-W-8 is hereby accepted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G6

**#2010-359 - Approving Change Order Number 1 for Addition to
Transfer Station Storage Building**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 21, 2010

Subject: Approving Change Order Number 1 for Transfer Station Storage Building Addition

Item #'s: G-6

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

Background

Rathman & Manning Corporation of Chapman, Nebraska was awarded an \$80,750.00 contract by the council on July 13, 2010 for the addition to the Transfer Station Storage Building. Construction began September 3, 2010.

Discussion

During construction, a minor change was made to the interior 8' x 8' overhead door track from a standard lift to a vertical lift. A standard lift track would have unnecessarily used space in the building. By changing to a vertical lift overhead door track, the door and track will not interfere with space between the original building and the new addition.

The original project completion date in the contract was November 19, 2010. The project was awarded at the July 13, 2010 City Council meeting and the contract was signed by the Mayor August 17, 2010. The notice to proceed was issued on August 18, 2010 after the plans and specifications were reviewed and approved by the City Building Department and Fire Department. The final completion date for the project is being extended by five weeks to allow for the time between the project award and the notice to proceed.

Public Works Administration recommends extending the contract completion date by 5 weeks because it matches the delay between the award and the notice to proceed dates.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve Change Order No. 1 for the Transfer Station Storage Building Addition to add the item “8’ x 8’ overhead door – vertical lift and to extend the contract completion date by 5 weeks.

Sample Motion

Move to Approve Change Order Number1 for the Transfer Station Storage Building Addition.

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

CHANGE ORDER NUMBER 1

Date of Issuance: December 21, 2010

PROJECT: Addition to Transfer Station Storage Building

CONTRACTOR: Rathman & Manning Corporation of Chapman, Nebraska

CONTRACT DATE: July 13, 2010

You are directed to make the changes noted below in the subject contract:

1. Change interior 8' x 8' overhead door track from standard lift to vertical lift

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
8' x 8' overhead door – vertical lift	1.00	\$200.00	\$200.00

TOTAL OF CHANGE ORDER NO. 1

\$200.00

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

Contract Price Prior to This Change Order \$80,750.00

Net Increase/~~Decrease~~ Resulting from this Change Order..... \$ 200.00

Revised Contract Price Including this Change Order \$80,950.00

Contract Completion Date prior to this Change Order.....November 19, 2010

Contract Completion Date including this Change Order.....December 29, 2010

Approval Recommended:

By _____
Steven P. Riehle, Public Works Director

Date _____

The Above Change Order Accepted:

Approved for the City of Grand Island:

Rathman & Manning Corporation
Contractor

By _____
Jay Vavricek, Mayor

By _____

Attest: _____
RaNae Edwards, City Clerk

Date _____

Date _____

RESOLUTION 2010-359

WHEREAS, on July 13, 2010, by Resolution 2010-183, the City of Grand Island awarded Rathman & Manning Corporation of Chapman, Nebraska the bid in the amount of \$80,750.00 for the addition to the Transfer Station Storage Building; and

WHEREAS, it has been determined that modifications to the work to be performed by Rathman & Manning Corporation are necessary; and

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

WHEREAS, it is recommended that modifications to the work to be done by Rathman & Manning Corporation are necessary; and

WHEREAS, the result of such modifications will increase the contract amount by \$200.00 for a revised contract price of \$80,950.00 and extend the date of completion from November 19, 2010 to December 29, 2010.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 17, 2010	☐ City Attorney



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G7

**#2010-360 - Approving Designation of Sole Source Provider for
Flyght Equipment and Repairs at the Wastewater Treatment Plant**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 21, 2010

Subject: Approving Designation of Sole Source Provider for Flyght Equipment and Repairs at the Wastewater Treatment Plant

Item #'s: G-7

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

Background

There are twenty-five (25) Flyght mixers and eight (8) Flyght pumps currently in use at the Wastewater Treatment Plant and in Lift Stations in Grand Island. The Wastewater Plant is also moving forward with a project to improve the Aeration Basins which will add another twelve (12) Flyght mixers to the basin complex.

Discussion

Electric Pump, Inc. of Des Moines, Iowa is the secured territory vendor of Flyght Equipment and is the only representative able to do factory repairs on Flyght equipment. City Procurement Code requires three (3) bids for work over \$7,500.00 and council approval for work over \$20,000.00. The code also allows for designation of sole source.

Wastewater Staff recently attempted to get three (3) bids for Flyght pump repair work that was under \$20,000.00, but was only able to get one quote due to Electric Pump, Inc. being the only provider in this area as a secured territory vendor with the manufacturer Flyght.

The Public Works Administration and Wastewater Management are requesting that Electric Pump, Inc. be designated as the sole source provider for Flyght equipment and repairs. This would allow the Wastewater Treatment Plant to efficiently maintain the pumps and mixers used throughout the Wastewater Plant and Collection 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 pass a resolution designating Electric Pump, Inc. of Des Moines, Iowa as the sole source provider for Flyght equipment and repairs.

Sample Motion

Move to approve the designation of Electric Pump, Inc. of Des Moines, Iowa as the sole source provider for Flyght equipment and repairs.

RESOLUTION 2010-360

WHEREAS, the Wastewater Treatment Plant (WWTP) uses Flyght mixers and Flyght pumps at the Wastewater Treatment Plant and Lift Stations; and

WHEREAS, Electric Pump, Inc of Des Moines, Iowa is the secured territory vendor of Flyght equipment and repairs; and

WHEREAS, it is recommended that Electric Pump, Inc. of Des Moines, Iowa be designated as the sole source provider for Flyght equipment and repairs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Electric Pump, Inc. of Des Moines, Iowa is hereby designated as the sole source provide for Flyght equipment and repairs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G8

**#2010-361 - Approving Acquisition of Landscape Easements
Located in Business Improvement District No. 6 (Second Street)**

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

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2010-361

WHEREAS, landscape easements are required by the City of Grand Island, from the property owners in Business Improvement District No. 6; and

WHEREAS, a public hearing was held on December 21, 2010, for the purpose of discussing the proposed acquisition of landscape easements in Business Improvement District No. 6; and

WHEREAS, the following legal descriptions detail the acquired landscape easements:

Five Points Bank

REFERRING TO THE SOUTHWEST CORNER OF LOT EIGHT (8), BLOCK THIRTEEN (13), KERNOHAN AND DECKER'S ADDITION, THENCE NORTHERLY ON THE WEST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF 6.36' TO THE ACTUAL POINT OF BEGINNING, THENCE NORTHEASTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 39.25', THENCE NORTHERLY DEFLECTING 46°, 34 MINUTES, 34 SECONDS LEFT A DISTANCE OF 36.05', THENCE NORTHWESTERLY DEFLECTING 43°, 12 MINUTES, 04 SECONDS LEFT A DISTANCE OF SIX (6) FEET, THENCE NORTHEASTERLY DEFLECTING 89°, 46 MINUTES, 38 SECONDS RIGHT A DISTANCE OF 1.97' TO THE EAST LINE OF SAID LOT EIGHT (8), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT EIGHT (8), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF 77.42', THENCE WESTERLY ON A PERPENDICULAR LINE TO THE EAST OF SAID LOT EIGHT (8) A DISTANCE OF TEN (10) FEET, THENCE SOUTHERLY ON A LINE TEN (10) FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF 79.45', THENCE SOUTHWESTERLY ON A LINE FOR A DISTANCE OF 26.85', THENCE WESTERLY ON A LINE FOR A DISTANCE OF 34.93' TO THE WEST LINE OF SAID LOT EIGHT (8), THENCE SOUTH ON THE WEST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF TEN (10) FEET TO THE ACTUAL POINT OF BEGINNING.

J.J.A Holding, LLC

REFERRING TO THE SOUTHWEST CORNER OF LOT SIX (6), BLOCK EIGHTEEN (18), ARNOLD AND ABBOTT'S ADDITION, THENCE NORTHERLY ON THE WEST LINE OF SAID LOT SIX (6) FOR A DISTANCE OF 3.68' TO THE ACTUAL POINT OF BEGINNING, THENCE NORTHEASTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF SIXTY SIX (66) FEET TO THE EAST LINE OF SAID LOT SIX (6), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT SIX (6) FOR A DISTANCE OF FIFTEEN (15) FEET, THENCE WESTERLY ON A LINE FOR A DISTANCE OF SIXTY SIX (66) FEET TO THE WEST LINE OF SAID LOT SIX (6), THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT SIX (6) FOR A DISTANCE OF FIFTEEN (15) FEET TO THE ACTUAL POINT OF BEGINNING.

Overland National Bank

REFERRING TO THE SOUTHWEST CORNER OF LOT FIVE (5), BLOCK ONE HUNDRED EIGHTEEN (118), RAILROAD ADDITION, THENCE NORTHERLY ON THE WEST LINE OF SAID LOT FIVE (5) A DISTANCE OF 10.43' TO THE ACTUAL POINT OF BEGINNING, THENCE EASTERLY DEFLECTING 125°,

Approved as to Form ☐ _____
December 16, 2010 ☐ City Attorney

23 MINUTES, 21 SECONDS RIGHT A DISTANCE OF EIGHTEEN (18) FEET TO THE SOUTHERLY LINE OF SAID LOT FIVE (5), THENCE NORTHEASTERLY ON THE SOUTH LINE OF LOTS FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8) IN BLOCK ONE HUNDRED EIGHTEEN (118), RAILROAD ADDITION TO THE SOUTHEAST CORNER OF SAID LOT EIGHT (8), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF FORTY (40) FEET THENCE WESTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF TEN (10) FEET, THENCE SOUTHERLY ON A LINE TEN (10) FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF TEN (10) FEET, THENCE WEST ON A LINE TWENTY (20) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT EIGHT (8) TO THE WEST LINE OF SAID LOT EIGHT (8), THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF TEN (10) FEET, THENCE WESTERLY ON A LINE TEN (10) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS FIVE (5), SIX (6) AND SEVEN (7), BLOCK ONE HUNDRED EIGHTEEN (118), RAILROAD ADDITION TO A POINT TEN (10) FEET EAST OF THE WEST LINE OF SAID LOT FIVE (5), THENCE NORTHERLY ON A LINE TEN (10) FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF THIRTY (30) FEET, THENCE WESTERLY ON A LINE FOR A DISTANCE OF TEN (10) FEET TO THE WEST LINE OF SAID LOT FIVE (5), THENCE SOUTHERLY ON THE WEST LINE TO THE ACTUAL POINT OF BEGINNING.

Millenium Management
Group

REFERRING TO THE SOUTHWEST CORNER OF LOT FIVE (5), BLOCK EIGHTEEN (18), ARNOLD AND ABBOTT'S ADDITION, THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF 11.36' TO THE ACTUAL POINT OF BEGINNING, THENCE EASTERLY DEFLECTING 134°, 56 MINUTES, 55 SECONDS RIGHT A DISTANCE OF 10.93', THENCE NORTHEASTERLY DEFLECTING 44°, 58 MINUTES, 54 SECONDS LEFT A DISTANCE OF 58.27' TO THE EAST LINE OF SAID LOT FIVE (5), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF TEN (10) FEET, THENCE WESTERLY ON A LINE FOR A DISTANCE OF SIXTY SIX (66) FEET TO THE WEST LINE OF SAID LOT FIVE (5) THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT FIVE (5) TO THE ACTUAL POINT OF BEGINNING.

Real Estate Group of
Grand Island

REFERRING TO THE SOUTHWEST CORNER OF FRACTIONAL LOT FIVE (5), BLOCK FOURTEEN (14), KERNOHAN AND DECKER'S ADDITION, AND FRACTION LOT FIVE (5), BLOCK FIFTY ONE (51), PACKER AND BARR'S SECOND ADDITION, THENCE NORTHERLY ON THE WEST LINE OF SAID LOT A DISTANCE OF 15.82' TO THE ACTUAL POINT OF BEGINNING, THENCE EASTERLY DEFLECTING 134°, 58 MINUTES, 30 SECONDS RIGHT A DISTANCE OF 19.49', THENCE NORTHEASTERLY DEFLECTING 45°, 00 MINUTES, 30 SECONDS LEFT A DISTANCE OF 85.22' TO THE EAST LINE OF THE WEST THIRTY THREE (33) FEET OF LOT SIX (6), BLOCK FOURTEEN (14), KERNOHAN AND DECKER'S ADDITION, THENCE NORTHERLY ON SAID LINE A DISTANCE OF TEN (10) FEET, THENCE

WESTERLY ON A LINE TO THE ACTUAL POINT OF BEGINNING.

Grand Island
Properties, LLC

REFERRING TO THE SOUTHWEST CORNER OF LOT FIVE (5), BLOCK TWELVE (12), KERNOHAN AND DECKER'S ADDITION, THENCE NORTHERLY ON THE WEST LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF 85.07', THENCE NORTHEASTERLY DEFLECTING 90°, 00 MINUTES, 00 SECONDS RIGHT A DISTANCE OF 2.36' TO THE ACTUAL POINT OF BEGINNING, THENCE SOUTHEASTERLY DEFLECTING 84°, 50 MINUTES, 21 SECONDS RIGHT A DISTANCE OF 48.24', THENCE EASTERLY DEFLECTING 48°, 13 MINUTES, 56 SECONDS LEFT A DISTANCE OF 31.14', THENCE NORTHEASTERLY DEFLECTING 36°, 38 MINUTES, 25 SECONDS LEFT A DISTANCE OF 25', THENCE NORTHWESTERLY ON A LINE TO THE ACTUAL POINT OF BEGINNING.

R.S.I., Inc.

REFERRING TO THE SOUTHEAST CORNER OF LOT TEN (10), BLOCK ELEVEN (11), BAKER'S ADDITION, THENCE NORTHERLY ON THE EAST LINE OF SAID LOT TEN (10) A DISTANCE OF 9.56' TO A POINT, THENCE SOUTHERLY DEFLECTING 135°, 02 MINUTES, 03 SECONDS LEFT A DISTANCE OF 2.68' TO THE ACTUAL POINT OF BEGINNING, THENCE WESTERLY ON A LINE EIGHT (8) FEET NORTH OF AND PARALLEL TO THE SOUTHERLY LINE OF LOTS TEN (10), NINE (9) AND EIGHT (8) AND THE EAST HALF OF LOT SEVEN (7) TO THE WEST LINE OF EAST HALF OF SAID LOT SEVEN (7), THENCE SOUTHERLY ON THE WEST LINE OF SAID EAST HALF OF LOT SEVEN (7) FOR A DISTANCE OF FIVE (5) FEET, THENCE EASTERLY ON A LINE THREE (3) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS SEVEN (7), EIGHT (8) AND NINE (9), BLOCK ELEVEN (11), BAKER'S ADDITION FOR A DISTANCE OF 100.52', THENCE NORTHERLY ON A LINE PERPENDICULAR TO THE SOUTH LINE OF LOT NINE (9), BLOCK ELEVEN (11), BAKER'S ADDITION FOR A DISTANCE OF TWO (2) FEET, THENCE EASTERLY ON A LINE FIVE (5) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT NINE (9) FOR A DISTANCE OF 27.5', THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT NINE (9) FOR A DISTANCE OF TWO (2) FEET, THENCE EASTERLY ON A LINE THREE (3) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS NINE (9) AND TEN (10), BLOCK ELEVEN (11), BAKER'S ADDITION FOR A DISTANCE OF 48.02', THENCE NORTHEASTERLY ON A LINE TO THE ACTUAL POINT OF BEGINNING.

Victoria Land Partners, LP

REFERRING TO THE SOUTHEAST CORNER OF LOT NINE (9), BLOCK TWELVE (12), BAKER'S ADDITION, THENCE NORTHERLY ON THE EAST LINE OF SAID LOT NINE (9) A DISTANCE OF 14.77' TO THE ACTUAL POINT OF BEGINNING, THENCE CONTINUING NORTHERLY ON THE EAST LINE OF SAID LOT NINE (9) A DISTANCE OF 22.23', THENCE WESTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF LOT NINE (9) A DISTANCE OF SIXTEEN (16) FEET, THENCE SOUTHERLY ON A LINE SIXTEEN (16) FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT NINE (9) A DISTANCE OF THIRTY THREE (33) FEET, THENCE WESTERLY ON A LINE TWELVE (12) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS NINE (9), EIGHT (8) AND SEVEN (7),

BLOCK TWELVE (12) TO THE WEST LINE OF SAID LOT SEVEN (7), BLOCK TWELVE (12), THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT SEVEN (7) FOR A DISTANCE OF SEVEN (7) FEET, THENCE EASTERLY ON A LINE TWO (2) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT NINE (9), THENCE NORTHERLY DEFLECTING 45°, 00 MINUTES, 05 SECONDS LEFT A DISTANCE OF 18.35' TO THE ACTUAL POINT OF BEGINNING.

Robert J. Johnson &
Merleen J. Johnson

REFERRING TO THE SOUTHEAST CORNER OF LOT EIGHT (8), BLOCK FOURTEEN (14), KERNOHAN AND DECKER'S ADDITION, THENCE NORTHERLY ON THE EAST LINE OF SAID LOT EIGHT (8) A DISTANCE OF 13.72' TO THE ACTUAL POINT OF BEGINNING, THENCE CONTINUING NORTH ON THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF TEN (10) FEET, THENCE WEST ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID LOT EIGHT (8) A DISTANCE OF TEN (10) FEET, THENCE SOUTHERLY ON A LINE TEN (10) FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF TEN (10) FEET, THENCE WESTERLY ON A LINE TO A POINT ON THE WEST LINE OF THE EAST HALF OF LOT SIX (6), BLOCK FOURTEEN (14), KERNOHAN AND DECKER'S ADDITION, THENCE SOUTHERLY ON SAID LINE FOR A DISTANCE OF TEN (10) FEET, THENCE NORTHEASTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS LEFT A DISTANCE OF 148.67', THENCE NORTHERLY DEFLECTING 35°, 12 MINUTES, 18 SECONDS LEFT A DISTANCE OF TWENTY (20) FEET TO THE ACTUAL POINT OF BEGINNING.

Bonna Barton Wanek

THE SOUTH FIFTEEN (15) FEET OF THE EAST TWENTY (20) FEET OF LOT EIGHT (8), BLOCK ONE HUNDRED FOURTEEN (114), RAILROAD ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

Mary Story

THE SOUTH TEN (10) FEET OF LOT SIX (6), BLOCK ONE HUNDRED FOURTEEN (114), RAILROAD ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

Cleo E. Albright

THE SOUTH FIFTEEN (15) FEET OF LOT FIVE (5), AND SOUTH FIFTEEN (15) FEET OF THE WEST TWENTY (20) FEET OF LOT SIX (6), BLOCK TEN (10), KERNOHAN AND DECKER'S ADDITION, EXCEPT STATE HIGHWAY RIGHT-OF-WAY, TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

Walgreen Co.

TRACT ONE (1), WEST SIXTY (60) FEET OF LOT FOUR (4), BLOCK SEVENTEEN (17), KERNOHAN AND DECKER'S ADDITION, EXCEPTING THERE FROM THAT PORTION BEING CONVEYED TO THE STATE OF NEBRASKA AS RIGHT-OF-WAY, TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

Walgreen Co.

REFERRING TO THE NORTHEAST CORNER OF THE WEST FORTY FOUR (44) FEET OF LOT TWO (2), BLOCK EIGHTEEN (18), KERNOHAN AND DECKER'S ADDITION, THENCE SOUTHERLY ON THE EAST LINE OF SAID WEST FORTY FOUR (44) FEET OF LOT TWO (2) FOR A DISTANCE OF 2.26'

TO THE ACTUAL POINT OF BEGINNING, THENCE WESTERLY ON A LINE PARALLEL TO THE NORTH LINE OF LOTS TWO (2) AND THREE (3) OF SAID SUBDIVISION FOR A DISTANCE OF 55.59', THENCE WESTERLY ON A LINE FOR A DISTANCE OF 20.01' TO A POINT ON THE NORTH LINE OF SAID LOT THREE (3), THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE NORTH LINE OF SAID LOT THREE (3) FOR A DISTANCE OF 12', THENCE EASTERLY ON A LINE 12' SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT TWO (2) AND THREE (3) FOR A DISTANCE OF 75', THENCE NORTHERLY ON THE EAST LINE OF THE WEST FORTY FOUR (44) FEET OF SAID LOT TWO (2) FOR A DISTANCE OF 10' TO THE ACTUAL POINT OF BEGINNING.

Raile Properites, LLC

BEGINNING AT THE NORTHWEST CORNER OF LOT FOUR (4), BLOCK ONE HUNDRED FIFTEEN (115), RAILROAD ADDITION, THENCE SOUTH ON THE WEST LINE OF SAID LOT FOUR (4) A DISTANCE OF 20', THENCE EASTELRY ON A LINE PERPENDICULAR TO THE WEST LINE OF SAID LOT FOUR (4) A DISTANCE OF FIVE (5) FEET, THENCE NORTHERLY ON A LINE FIVE (5) FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT FOUR (4) A DISTANCE OF FIFTEEN (15) FEET, THENCE NORTHEASTERLY ON A LINE FIVE (5) FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT FOUR (4) A DISTANCE OF 56', THENCE SOUTHEASTERLY ON A LINE FIVE (5) FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF FIFTEEN (15) FEET, THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF FIVE (5) FEET, THENCE NORTHERLY ON THE EAST LINE OF SAID LOT FOUR (4) FOR A DISTANCE OF 20' TO THE NORTHEAST CORNER OF SAID LOT FOUR (4), THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID LOT FOUR (4) TO THE POINT OF BEGINNING.

Autozone Development
Corporation

REFERRING TO THE NORTHWEST CORNER OF LOT ONE (1), AUTOZONE SUBDIVISION, THENCE SOUTH ON THE WEST LINE OF SAID LOT ONE (1) A DISTANCE OF 5.7' TO THE ACTUAL POINT OF BEGINNING, THENCE EASTERLY ON A LINE FOR A DISTANCE OF 131.45', THENCE SOUTHERLY DEFLECTING 45°, 00 MINUTES, 09 SECONDS RIGHT FOR A DISTANCE OF 30.01', THENCE SOUTHERLY DEFLECTING 39°, 31 MINUTES, 02 SECONDS RIGHT FOR A DISTANCE OF 46', THENCE EASTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF LOT ONE (1), AUTOZONE SUBDIVISION FOR A DISTANCE OF 1.9', THENCE SOUTH ON THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 40', THENCE WESTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 15', THENCE NORTHERLY ON A LINE 15' WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 92.01', THENCE WESTERLY ON A LINE FOR A DISTANCE OF 144' TO A POINT ON THE WEST LINE OF SAID LOT ONE (1), THENCE NORTHERLY ON THE WEST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 14.3' TO THE ACTUAL POINT OF BEGINNING.

Daffodil LLC

REFERRING TO THE NORTHEAST CORNER OF LOT FIVE (5), BLOCK FIFTEEN (15), BAKER'S ADDITION, THENCE SOUTHERLY ON THE EAST

LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF 4.32' TO THE ACTUAL POINT OF BEGINNING, THENCE SOUTHWESTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT FOR A DISTANCE OF 47.43', THENCE DEFLECTING 44°, 59 MINUTES, 38 SECONDS LEFT FOR A DISTANCE OF 9.3' TO THE WESTERLY LINE OF SAID LOT FIVE (5), THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF 7.07', THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT FIVE (5) TO THE EAST LINE OF SAID LOT FIVE (5), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF 15' TO THE ACTUAL POINT OF BEGINNING.

Robert V. Clark &
Bonnie Clark

REFERRING TO THE NORTHEAST CORNER OF LOT FOUR (4), BLOCK FIFTEEN (15), BAKER'S ADDITION, THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT FOUR (4) FOR A DISTANCE OF 4.29', THENCE SOUTHWESTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 52' TO THE WESTERLY LINE OF SAID LOT FOUR (4), THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT FOUR (4) A DISTANCE OF 7.93', THENCE EASTERLY ON A LINE FOR A DISTANCE OF 52' TO THE EASTERLY LINE OF SAID LOT FOUR (4), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT FOUR (4) FOR A DISTANCE OF 7.93' TO THE ACTUAL POINT OF BEGINNING.

J & B Rentals, LLC

REFERRING TO THE NORTHEAST CORNER OF LOT FOUR (4), BLOCK FOURTEEN (14), BAKER'S ADDITION, THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF 4.09' TO THE ACTUAL POINT OF BEGINNING, THENCE SOUTHWESTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 52' TO THE WESTERLY LINE OF SAID LOT FOUR (4), THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT FOUR (4) A DISTANCE OF 15', THENCE EASTERLY ON A LINE FOR A DISTANCE OF 52' TO THE EAST LINE OF SAID LOT FOUR (4), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT FOUR (4) FOR A DISTANCE OF 15' TO THE ACTUAL POINT OF BEGINNING.

G.I.P.H. Restaurants, LLC

REFERRING TO THE NORTHEAST CORNER OF LOT THREE (3), BLOCK TWENTY (20), ARNOLD AND ABBOTTS ADDITION, THENCE SOUTHEASTERLY ON THE EAST LINE OF SAID LOT THREE (3) FOR A DISTANCE OF 2.29' TO THE ACTUAL POINT OF BEGINNING, THENCE SOUTHWESTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 80.43', THENCE SOUTHEASTERLY DEFLECTING 90°, 00 MINUTES, 00 SECONDS LEFT A DISTANCE OF 2', THENCE SOUTHWESTERLY DEFLECTING 90°, 00 MINUTES, 00 SECONDS RIGHT A DISTANCE OF 45.79', THENCE SOUTHERLY DEFLECTING 44°, 58 MINUTES, 52 SECONDS LEFT A DISTANCE OF 8.18' TO THE SOUTHWESTERLY LINE OF SAID LOT FOUR (4), THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID LOT FOUR (4) A DISTANCE OF 4.29', THENCE NORTHEASTERLY ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOTS THREE (3) AND FOUR (4) TO THE EASTERLY LINE OF SAID LOT THREE (3), THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID LOT THREE (3) A DISTANCE OF 10' TO THE ACTUAL POINT OF BEGINNING.

Kelly Samson &
Brandy K. Wright

REFERRING TO THE NORTHEAST CORNER OF LOT THREE (3), BLOCK FOURTEEN (14), BAKER'S ADDITION, THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT THREE (3) FOR A DISTANCE OF 4.06' TO THE ACTUAL POINT OF BEGINNING, THENCE SOUTHWESTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 52' TO THE WESTERLY OF SAID LOT THREE (3), THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT THREE (3) FOR A DISTANCE OF 10.03', THENCE EAST ON A LINE FOR A DISTANCE OF 52' TO THE EAST LINE OF SAID LOT THREE (3), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT THREE (3) FOR A DISTANCE OF 9.76' TO THE ACTUAL POINT OF BEGINNING.

Apfel Funeral Home, Inc.

REFERRING TO THE NORTHEAST CORNER OF LOT THREE (3), BLOCK FOUR (4), ARNOLD PLACE ADDITION, THENCE SOUTHEASTERLY ON THE EAST LINE OF SAID LOT THREE (3) A DISTANCE OF 2.49' TO THE ACTUAL POINT OF BEGINNING, THENCE SOUTHWESTERLY DEFLECTING 89°, 49 MINUTES, 55 SECONDS RIGHT A DISTANCE OF 117.74', THENCE SOUTHERLY DEFLECTING 44°, 59 MINTUES, 37 SECONDS LEFT A DISTANCE OF 20.17' TO THE SOUTHWESTERLY LINE OF SAID LOT FOUR (4), THENCE SOUTHEASTERLY ON THE WEST LINE OF SAID LOT FOUR (4) FOR A DISTNACE OF 9.27', THENCE NORTHEASTERLY ON A LINE TO THE EAST LINE OF SAID LOT THREE (3), THENCE NORTHWESTERLY ON THE EAST LINE OF SAID LOT THREE (3) FOR A DISTANCE OF 20' TO THE POINT OF BEGINNING.

Tina M. Royle

REFERRING TO THE NORTHEAST CORNER OF LOT TWO (2), BLOCK FOURTEEN (14), BAKER'S ADDITION, THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT TWO (2) FOR A DISTANCE OF 4.03' TO THE ACTUAL POINT OF BEGINNING, THENCE SOUTHWESTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS, RIGHT A DISTANCE OF 52', THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT TWO (2) A DISTANCE OF 9.76', THENCE NORTHEASTERLY ON A LINE TO THE EAST LINE OF SAID LOT TWO (2), THENCE NORTHWESTERLY ON THE EAST LINE OF SAID LOT TWO (2) FOR A DISTANCE OF 9.48' TO THE ACTUAL POINT OF BEGINNING.

Video Kingdom

REFERRING TO THE NORTHEAST CORNER OF LOT TWO (2), AUTOZONE SUBDIVISION, THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT TWO (2) FOR A DISTANCE OF 5.70', THENCE SOUTHWESTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 15.68', THENCE SOUTHWESTERLY DEFLECTING 1°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 75.22', THENCE SOUTHERLY DEFLECTING 46°, 38 MINTUES, 07 SECONDS LEFT A DISTANCE OF 17.04', THENCE SOUTHEASTERLY DEFLECTING 44°, 58 MINUTES, 05 SECONDS LEFT A DISTANCE OF 4.35', THENCE NORTHEASTERLY ON A LINE TO A POINT ON THE EASTERLY LINE OF SAID LOT TWO (2), THENCE NORTHWESTERLY ON THE EAST LINE OF SAID LOT TWO (2) FOR A DISTANCE OF 14.3' TO THE ACTUAL POINT OF BEGINNING.

High Road, LLC

BEGINNING AT THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE

HUNDRED FIFTEEN (115), RAILROAD ADDITION, THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 35', THENCE SOUTHEASTERLY ON A LINE TO A POINT ON THE EAST LINE OF SAID LOT ONE (1), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT ONE (1) A DISTANCE OF 35' TO THE POINT OF BEGINNING.

Grand Island Woman's
Club, Inc.

REFERRING TO THE NORTHEAST CORNER OF LOT ONE (1), BLOCK FOUR (4), ARNOLD PLACE ADDITION, THENCE SOUTHEASTERLY ON THE EAST LINE OF SAID LOT ONE (1) A DISTANCE OF 10.16' TO THE ACTUAL POINT OF BEGINNING, THENCE WESTERLY DEFLECTING 134°, 57 MINUTES, 32 SECONDS RIGHT A DISTANCE OF 10.96', THENCE SOUTHWESTERLY DEFLECTING 44°, 59 MINUTES, 32 SECONDS LEFT A DISTANCE OF 124.25' TO THE SOUTHWESTERLY LINE OF SAID LOT TWO (2), THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID LOT TWO (2) FOR A DISTANCE OF 20', THENCE NORTHEASTERLY ON A LINE FOR A DISTANCE OF 82', THENCE SOUTHEASTERLY ON A LINE 50' WEST OF AND PARALLEL TO THE EAST LINE OF LOT ONE (1), BLOCK TWENTY ONE (21), ARNOLD PLACE ADDITION FOR A DISTANCE OF 40' NORTHEASTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF LOT ONE (1), BLOCK TWENTY ONE (21), ARNOLD PLACE ADDITION FOR A DISTANCE OF 50', THENCE NORTHERLY ON THE EAST LINE OF LOT ONE, BLOCK TWENTY ONE (21), ARNOLD PLACE ADDITION TO THE ACTUAL POINT OF BEGINNING.

First Federal Savings &
Loan Assoc. of Lincoln

REFERRING TO THE NORTHEAST CORNER OF LOT ONE (1), BLOCK FIFTEEN (15), KERNOHAN AND DECKER'S ADDITION, THENCE SOUTHEASTERLY ON THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 10.75' TO THE ACTUAL POINT OF BEGINNING, THENCE WESTERLY DEFLECTING 126°, 13 MINUTES, 20 SECONDS RIGHT A DISTANCE OF 8.36', THENCE SOUTHWESTERLY DEFLECTING 36°, 15 MINUTES, 19 SECONDS LEFT A DISTANCE OF 4.93', THENCE SOUTHEASTERLY ON A LINE 11' WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 14', THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 11', THENCE NORTHERLY ON THE EAST LINE OF SAID LOT ONE (1) TO THE ACTUAL POINT OF BEGINNING.

Meme Saycocie

REFERRING TO THE NORTHEAST CORNER OF LOT ONE (1), BLOCK FOURTEEN (14), BAKER'S ADDITION, THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT ONE (1) A DISTANCE OF 13.2' TO THE ACTUAL POINT OF BEGINNING, THENCE WESTERLY DEFLECTING 134°, 58 MINUTES, 47 SECONDS RIGHT A DISTANCE OF 13', THENCE SOUTHWESTERLY DEFLECTING 45°, 00 MINUTES, 47 SECONDS LEFT A DISTANCE OF 44.8' TO THE WESTERLY LINE OF SAID LOT ONE (1), THENCE SOUTHERLY ON SAID WEST LINE A DISTANCE OF 9.48', THENCE EASTERLY ON A LINE FOR A DISTANCE OF 54' TO THE ACTUAL POINT OF BEGINNING.

C & A Properties, LLC THE NORTH FIFTEEN (15) FEET OF THE WEST HALF OF LOT THREE (3),
BLOCK ONE HUNDRED SEVENTEEN (117), RAILROAD ADDITION, TO THE
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

Rafael Orozco &
Rita C. Orozco THE NORTH TEN (10) FEET OF LOT THREE (3), BLOCK ONE HUNDRED
FIFTEEN (115), RAILROAD ADDITION, TO THE CITY OF GRAND ISLAND,
HALL COUNTY, NEBRASKA.

McDonald's Corporation THE SOUTH TEN (10) FEET OF THE NORTH THIRTEEN (13) FEET OF LOT
TWO (2), BLOCK SIX (6), SPAULDING AND GREGG'S ADDITION, TO THE
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF
THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is,
authorized to acquire the necessary landscape easements for Business Improvement District No. 6, on the
above described tracts of land.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G9

#2010-362 - Approving the Adoption of a Resolution Designating Responsible Charge Individuals for Federal Aid Transportation Projects

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 21, 2010

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

Item #'s: G-9

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 November 23, 2010 council meeting Public Works Director, Steven Riehle, and Project Manager, Scott Gripenstroh, were named the City's RC for all projects receiving federal transportation funding. With the recent resignation of Steve, all projects are being shifted to Scott as the RC.

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 Scott Gripenstroh as the Responsible Charge 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 2010-362
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. 2010-362 _____

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:

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-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

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

NDOR Project Number [ENH-40(61)],

NDOR Control Number [42666]

Mormon Island bridges on Locust Street north of I-80

NDOR Project Number [ENH-40(60)],

NDOR Control Number [42651]

Grand Island – 3rd Street & Wheeler Avenue Historical Lighting Project

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, December 21, 2010.

The City Council of the CITY OF GRAND ISLAND

Randy Gard	Robert Niemann
Peg Gilbert	Scott Dugan
Kirk Ramsey	Linna Dee Donaldson
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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G10

#2010-363 - Approving Change Order Number 2 for Asphalt Maintenance Project 2010-AC-1

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 21, 2010

Subject: Approving Change Order Number 2 for Asphalt Maintenance Project 2010-AC-1

Item #'s: G-10

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

Background

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

City Council approved Change Order Number 1 on August 10, 2010. This change order allowed for additional work at a cost of \$39,051.89, bringing the total contract with Gary Smith Construction to \$843,870.57. Additions to the project consisted of the following:

1. The addition of the block on Locust Street between Charles and Koenig Streets.
2. To mill the section of Stolley Park Road east of Santa Anita Drive.
3. To overlay Stolley Park Road west of Stuhr Road.

Discussion

The specifications provide that the asphalt cement is measured and paid for based on extractions that show the actual asphalt cement used in the asphaltic concrete mix. The quantity of asphalt cement in the bid documents was not based on extractions. The increase in the contract item for asphalt cement is:

1. 11,986 gallon Asphalt Cement @ \$2.30/gal = \$27,567.80.

The existing asphalt roadway on Eddy Streets and Broadwell Avenue were milled down to the existing concrete base. The estimated thickness in the plans was 2 inches. When the milling work was performed, the actual thickness of the existing asphalt being removed varied between 2 ½ and 3 inches. The additional ¾ inch thickness of asphalt is an increase of:

1. 797.3 tons Asphaltic Concrete Type “A” Recycled @ \$22.50/ton = \$17,939.25
2. 9,567.6 gallons of Asphalt Cement @ \$2.30/gal = \$22,005.48

The existing asphalt roadway on Locust Street was milled down to the existing concrete base. The estimated thickness in the plans was 2 inches. When the milling work was performed, the actual thickness of the existing asphalt being removed varied between 2 ¼ and 2 ½ inches. The additional 3/8 inch thickness of asphalt is an increase of:

1. 574.87 tons Asphaltic Concrete Type “A” Recycled @ \$22.50/ton = \$12,934.58.
2. 6,898.4 gallons Asphalt Cement @ \$2.30/gal = \$15,866.32.

The increased contract with the change order totals \$940,184 and is just below the 2010 asphalt project budgeted amount of \$950,000.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve Change Order No. 2 for Asphalt Maintenance Project 2010-AC-1.

Sample Motion

Move to Approve Change Order Number 2 for Asphalt Maintenance Project 2010-AC-1.

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

CHANGE ORDER NUMBER 2

Date of Issuance: December 21, 2010

PROJECT: Asphalt Maintenance Project 2010-AC-1

CONTRACTOR: Gary Smith Construction Co., Inc.

CONTRACT DATE: May 11, 2010

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Type "A" Recycled	1,372.17 ton	\$22.50/ton	\$ 30,873.83
2. Asphalt Cement	28,452 gal	\$ 2.30/gal	\$ 65,439.60
TOTAL OF CHANGE ORDER NO. 2			\$ 96,313.43

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

Contract Price Prior to This Change Order \$843,870.57

Net Increase/~~Decrease~~ Resulting from this Change Order..... \$ 96,313.43

Revised Contract Price Including this Change Order \$ 940,184.00

Approval Recommended:

By _____
Steven P. Riehle, Public Works Director

Date _____

The Above Change Order Accepted:

Gary Smith Construction Co., Inc.
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2010-363

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

WHEREAS, on August 10, 2010, by Resolution 2010-215, the Grand Island City Council approved Change Order Number 1 in the amount of \$39,051.89; and

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

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$96,313.43 for a revised contract price of \$940,184.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and Gary Smith Construction Co., Inc. of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G11

**#2010-364 - Approving Certificate of Final Completion for the
2010 Asphalt Resurfacing Project No. 2010-AC-1**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 21, 2010

Subject: Approving Certificate of Final Completion for the 2010 Asphalt Resurfacing Project No. 2010-AC-1

Item #'s: G-11

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

Background

Gary Smith Construction Co., Inc. of Grand Island, Nebraska was awarded an \$804,818.68 contract on May 11, 2010. Work on the project commenced on June 21, 2010 and was completed on September 30, 2010.

Council approved Change Order Number 1 on August 10, 2010 to add an additional block to the asphalt overlay on Locust Street between Charles Street and Koenig Street, to mill the section of Stolley Park Road east of Locust, and to overlay Stolley Park Road west of Stuhr Road. Change Order Number 1 was for \$39,051.89 resulting in a revised contract amount of \$843,870.57.

Change Order Number 2 is being presented to council at tonight's meeting in the amount of \$96,313.43 resulting in a revised contract amount of \$940,184.00.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Work was completed at a total cost of \$921,547.84.

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 Asphalt Resurfacing Project No. 2010-AC-1.

Sample Motion

Move to approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2010-AC-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Asphalt Resurfacing Project No. 2010-AC-1
CITY OF GRAND ISLAND, NEBRASKA
December 21, 2010

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

This is to certify that Asphalt Resurfacing Project No. 2010-AC-1 has been fully completed by Gary Smith Construction Co., Inc. of Grand Island, Nebraska under the contract dated May 11, 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 specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Asphalt Resurfacing Project No. 2010-AC-1

<u>No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Total Quantity</u>	<u>Total Cost</u>
1.	Asphalt Mobilization	\$3,000.00	l.s.	1.00	\$ 3,000.00
2.	Tack Coat	\$ 1.90	gal	12,449.41	\$ 23,653.88
3.	Milling	\$ 1.59	s.y.	102,763.00	\$163,393.17
4.	Milling Mobilization	\$7,500.00	l.s.	1.00	\$ 7,500.00
5.	Grading Embankment	\$ 10.80	c.y.	1,333.00	\$ 14,396.40
6.	Subgrade Preparation	\$ 0.90	s.y.	3,579.00	\$ 3,221.10
7.	Grading Mobilization	\$3,482.00	l.s.	1.00	\$ 3,482.00
8.	Shoulder Construction	\$ 42.00	sta.	26.85	\$ 1,127.70
9.	Pavement Saw Cut	\$ 5.65	l.f.	0.00	\$ 0.00
10.	Type "A" Recycled	\$ 22.50	ton	13,426.15	\$302,088.38
11.	Type "BC" Recycled	\$ 20.50	ton	838.00	\$ 17,179.00
12.	Asphalt Cement	\$ 2.30	gal	166,307.05	\$382,506.21

Original Project Total					\$921,547.84

I hereby recommend that the Engineer's Certificate of Final Completion for Asphalt Resurfacing Project No. 2010-AC-1 be approved.

Steven P. Riehle – City Engineer/Public Works Director

Jay Vavricek – Mayor

RESOLUTION 2010-364

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Project No. 2010-AC-1, Asphalt Resurfacing, certifying that Gary Smith Construction Co., Inc., of Grand Island, Nebraska, under contract, has completed the asphalt resurfacing; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2010-AC-1, Asphalt Resurfacing, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G12

**#2010-365 - Approving Contract for EMS Medical Services
Director**

Staff Contact: Troy Hughes

Council Agenda Memo

From: Russ Blackburn, Division Chief of EMS

Meeting: December 21, 2010

Subject: Approval of Grand Island Fire Department's Medical Director's Contract

Item #'s: G-12

Presenter(s): Russ Blackburn, Division Chief of EMS

Background

Ambulance Services in Nebraska are allowed to do Advanced Medical Life Support under a Medical Doctor's License. The Doctor that allows his license to be delegated down to Emergency Medical Services, is that service's Medical Director. The Medical Director is responsible for the quality of medical care provided by the Service's paramedics.

Discussion

Dr. Michael McGahan has been the Medical Director for Grand Island Fire Department's Emergency Medical Services since 1998. Dr. McGahan has provided this service as part of a group of physicians called the Physicians Network. Our contract with the Physicians Network was to be in effect until September 30, 2013, but on October 1, 2010 they requested to drop the contract. After a Request for Proposal search, Dr. McGahan has been chosen to be our Medical Director, personally, not through the Physicians Network. Staff recommends approval of the 5 year contract with Dr. McGahan to be our Medical Director, so we can continue the high level of care the citizens of Grand Island have come to expect.

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 Grand Island Fire Department's Medical Director's Contract with Dr. Michael McGahan.

Sample Motion

Move to approve the Grand Island Fire Department's Medical Director's Contract with Dr. Michael McGahan.

MEDICAL DIRECTOR CONTRACT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2010, by and between Michael McGahan M.D., ("Director") and THE CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation ("Client").

1. **SERVICES.** Director agrees to perform for Client the medical director services listed in the Duties and Responsibilities as set forth in Exhibit A attached hereto and approved by both Client and Director. Such services are hereafter referred to as "services". Client agrees that Director shall have ready access to Client's staff and resources as necessary to perform the Network's services provided for by this contract.

2. **RATE OF PAYMENT FOR SERVICES.** Client agrees to pay Director for medical director services in the amount of Twenty Three Thousand Dollars (\$23,000.00) for the year of service.

3. **CONFIDENTIAL INFORMATION.** Each party shall hold in trust for the other party and shall not disclose to any nonparty to the agreement any confidential information of such other party. Confidential information is information which, relates to such other party's quality assurance program. Director further acknowledges that during the performance of this contract, Director may learn about or receive confidential Client information and Director hereby confirms that all such information relating to the Client will be kept confidential by the Director except to the extent that such information is required to be divulged to the Director's clerical or support staff of associates in order to enable Director to perform Director's contract obligations.

4. **TERM.** This agreement shall be effective January 1, 2011 and shall terminate on December 31, 2015.

5. **TERMINATION OF AGREEMENT.** Director's services hereunder can be terminated or cancelled prior to completion of the term of this agreement upon either party providing the other within ninety (90) days written notice. In the event of termination all fees shall be prorated to the actual time served as the Director.

6. **APPLICABLE LAW.** This agreement shall be construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF the parties have signed and agreed to this "Agreement" as of the day and year first written above.

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation, Client

City Clerk

Margaret Hornady, Mayor

Michael McGahan, M.D.
Director

Michael McGahan, M.D.

This contract is in due form according to law and is hereby approved.

City Attorney

Date

EXHIBIT A

The responsibility of the Director will include, but not be limited to, the following medical director services:

- 1) Ensure quality patient care
- 2) Serve as patient advocate
- 3) Set and ensure compliance with patient care standards, including communication standards and medical protocols
- 4) Provide direction and authorization for the development and revision of system-wide protocols, policies, and procedures for all patient care activities from dispatch through triage, treatment, and transport
- 5) Develop and implement the process for the provision of direct medical oversight
- 6) Establish the appropriateness of initial qualifications of pre-hospital personnel involved in patient care and emergency medical dispatch
- 7) Ensure that the qualifications of pre-hospital personnel involved in patient care and emergency medical dispatch are maintained
- 8) Provide direction for effective quality improvement programs for continuous system and patient care improvement
- 9) Maintain liaison with the medical community, including but not limited to hospitals, emergency departments, physicians, pre-hospital providers, and nurses
- 10) Interact with regional, state, and local EMS authorities to ensure that standards, needs, and requirements are met and resources are optimized
- 11) Participate in planning activities such as mutual aid, disaster planning and management, and hazardous materials response
- 12) Promote public education consistent with system goals
- 13) Maintain knowledge levels appropriate for an EMS medical director through continued education
- 14) Direct and Indirect Medical Oversight. Medical directors may provide direct and indirect (on-line and off-line) medical oversight.
- 15) During direct medical oversight, the medical director (or designee) should provide voice or other real-time communication to the practitioner.
- 16) Indirect medical oversight includes prospective medical oversight and retrospective medical evaluation.\
- 17) Prospective methods may include participating in the training, testing, and certification of providers: protocol development, operational policy and procedures development, and legislative activities.
- 18) Retrospective activities should include participation in medical audit and review of care.
- 19) Various aspects of prospective and retrospective medical oversight can be handled by committees functioning under the medical director with representation from appropriate medical and EMS personnel.

The medical director will oversee all aspects of the paramedical operation. All paramedics will operate under his/her license and, therefore, must function under protocols developed and approved by the medical director.

It will be the responsibility of the Grand Island Fire Department to assure and keep documentation on file to verify all personnel meet state required mandates. This includes certification records, continuing education documents and any other records required by the state. The notice could be waived if both parties agree.

And the following department physician services:

1. Understand the physiological, psychological, and environmental demands placed on fire fighters
2. Evaluate fire department candidates, members, and member's returning from 30 days continuous leave for injury or illness, to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations
 - o A maximum of 68 members' physicals without additional charges.
 - o Physicals above the maximum number shall be paid at \$100 per physical.
3. Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification
4. Identify and report the presence of disqualifying medical conditions if present in candidates
5. Inform the fire chief or his/her designee, in writing, whether or not the candidate or current member is medically certified to safely perform the essential job tasks
6. Report the results of the medical evaluation to the candidate or current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the candidate or current member is medically certified to safely perform the essential job tasks
7. Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to candidates or current members who were instructed to see (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation
8. Review results of the annual Fit for Duty testing.
9. Provide or arrange for a prescriptive rehabilitation and/or fitness program when indicated to aid a member's recovery from illness or injury and enhance his/her ability to safely perform essential job tasks
10. When medical evaluations are conducted by a physician or medical provider other than the fire department physician, the evaluation shall be reviewed and approved by the fire department physician.
11. The fire department physician shall review individual medical evaluations and aggregate data from member evaluations in order to detect evidence of occupational exposure(s) or clusters of occupational disease.

12. The fire department physician shall provide medical supervision for the fire department safety committee, fire department fitness committee, and return-to-duty rehabilitation.
13. The fire department physician shall provide supervision for the fire department infection control program.

Components of the Annual Occupational Medical Evaluation of Members

Components below may be included in the baseline and annual occupational medical evaluations of members as determined by the Physician and the Fire Chief.

It shall be acceptable for certain components of the annual occupational medical evaluation to be performed by a member's private physician or other entities, provided full results are forwarded in the required time frame to the fire department physician.

Yearly medical evaluation shall include a medical history (including exposure history), physical examination, and blood test.

Medical evaluation *may* also include, at the Department Physician's and Fire Chief's discretion, urinalysis, vision tests, audiograms, spirometry, chest x-ray, electrocardiogram, cancer screening, and immunizations and infectious disease screening. The cost of lab tests will be paid for by the Fire Department, and are not covered in this contract.

Tests for illegal drugs shall not be performed as part of the annual medical evaluation.

1) Medical History:

- a) A medical history questionnaire shall be completed by each member to provide baseline information with which to compare future medical concerns.
 - i) An annual medical history questionnaire, which includes changes in health status and known occupational exposures since the previous annual evaluation, shall be completed by each member to provide follow-up information.
 - ii) Information on the questionnaire and interval concerns shall be reviewed with each member by the fire department physician or designated medical evaluator.

2) Physical Examination:

- a) Vital signs
- b) Head, eyes, ears, nose, and throat (HEENT)
- c) Neck
- d) Cardiovascular
- e) Pulmonary
- f) Breast
- g) Gastrointestinal (includes rectal exam for mass, occult blood)
- h) Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass)
- i) Hernia

- j) Lymph nodes
 - k) Neurological
 - l) Musculoskeletal
 - m) Skin (includes screening for cancers)
 - n) Vision
- 3) Ancillary Tests
- a) Blood Tests
 - i) CBC with differential, RBC indices and morphology, and platelet count
 - ii) Electrolytes (Na, K, Cl, HCO₃, or CO₂)
 - iii) Renal function (BUN, creatinine)
 - iv) Glucose
 - v) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
 - vi) Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL), and triglycerides
 - vii) Prostate specific antigen (PSA) after age 40 for positive family history, if African American, or if otherwise clinically indicated; after age 50 for all other male members
- 4) Urine Laboratory Tests:
- a) Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin
 - b) Microscopic analysis for RBC, WBC, casts, and crystals if indicated by results of dipstick analysis
 - c) Analysis for occupational chemical exposure if indicated
- 5) Audiology:
- a) Hearing thresholds may be assessed in each ear at each of the following frequencies:
 - i) 500 Hz
 - ii) 1000 Hz
 - iii) 2000 Hz
 - iv) 3000 Hz
 - v) 4000 Hz
 - vi) 6000 Hz
 - vii) 8000 Hz
 - b) The fire department physician or other qualified medical evaluator shall compare audiogram results obtained with past results.
 - c) Standard threshold shifts shall be corrected for age as permitted by OSHA.
- 6) Spirometry:
- a) Pulmonary function testing (spirometry) may be conducted to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV₁), and the FEV₁/FVC ratio.

- b) The fire department physician or other qualified medical evaluator shall compare spirometry results obtained during prior tests.
 - c) Results shall be corrected according to American Thoracic Society (ATS) guidelines and normative equations found in Knudson et al. (1983) and the American College of Occupational and Environmental Medicine (2000). (See D.2.4.)
- 7) Chest Radiographs:
- a) Chest x-rays may be taken as medically indicated.
 - b) The fire department physician or other qualified medical evaluator shall compare any chest radiographs with prior radiographs.
- 8) Electrocardiograms (EKG):
- a) A resting EKG may be performed as part of the medical evaluation.
 - b) The fire department physician or other qualified medical evaluator shall compare EKGs obtained during evaluations with prior EKGs.
 - c) Stress EKG with or without echocardiography or radionuclide scanning shall be performed as clinically indicated by history or symptoms.
- 9) Mammography:
- a) Mammography may be performed annually on each female member over the age of 40.
 - b) A qualified radiologist shall compare mammograms to prior mammograms.
 - c) The fire department physician shall compare mammography reports to prior reports.
- 10) Immunizations and Infectious Disease Screening:
- i) Tuberculosis screen (PPD) — annually or more frequently according to CDC guidelines unless member has a history of positive PPD, in which case CDC guidelines for management and subsequent chest radiographic surveillance shall be followed
 - ii) Hepatitis C virus screen — baseline and following occupational exposure
 - iii) Hepatitis B virus vaccinations and titers — as specified in CDC guidelines
 - iv) Tetanus/diphtheria vaccine — booster every 10 years
 - v) Measles, mumps, rubella vaccine (MMR) — one dose of MMR vaccine to members born after 1957 without prior immunization and/or evidence of immunity as outlined in Morbidity and Mortality Weekly Report 47(1998):1–57
 - vi) Polio vaccine — A single booster of IPV for members traveling to endemic areas in the line of duty, or as outlined in Morbidity and Mortality Weekly Report 49(2000):1–22
 - vii) Hepatitis A vaccine — offered to high-risk (HazMat, USAR, and SCUBA team members) and other personnel with frequent or expected exposures to contaminated water
 - viii) Varicella vaccine — offered to all non-immune personnel
 - ix) Influenza vaccine — offered to all personnel annually

- x) HIV screening — available to all personnel
 - b) Pre-screening and immunization against biological threat agents shall be made available to members following CDC guidelines or recommendations.
 - c) All members shall be immunized against infectious diseases as required by the AHJ and by 29 CFR 1910.1030.
 - d) The fire department physician shall ensure that all members are offered currently recommended immunizations.
- 11) Post-Exposure Bloodborne Pathogen Testing:
- a) Physicians who care for members shall follow current CDC recommendations for post-exposure prophylaxis (PEP) for bloodborne pathogen (BBP) exposures.
 - b) There shall be a written protocol for members who present with BBP exposures.
- 12) HIV Testing:
- a) HIV testing shall be offered on a confidential basis as part of post-exposure protocols and as requested by the fire department physician or member.
 - b) All results from HIV tests shall be provided directly to the member and shall be maintained by the physician as confidential documents.
 - c) Results from HIV tests shall not be forwarded to any local, state, provincial, national, or international authorities or databases unless mandated by public health statutes.
- 13) Heavy Metal Evaluation:
- a) Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
 - b) Evaluations shall be performed following known exposures, for recurrent exposures, or where required under federal, state, or provincial regulations.
- 14) Colon Cancer Screening:
- a) Fecal occult blood testing shall be provided to all members above the age of 40 or earlier if clinically indicated.
 - b) Screening colonoscopy services shall be recommended to all members above the age of 50 or earlier if clinically indicated.

Payment Schedule

Two equal installments payable in January and September, upon receipt of Director's notice request for payment.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
EMS MEDICAL SERVICES DIRECTOR**

RFP DUE DATE: November 15, 2010 at 4:00 p.m.

DEPARTMENT: Fire

PUBLICATION DATE: October 28, 2010

NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

Mike McGahan
Grand Island, NE

cc: Troy Hughes, Fire Chief
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Chris Hoffman, Fire Admin. Assist.

Russ Blackburn, EMS Division Chief
Mary Lou Brown, Finance Director
Jason Eley, Purchasing Agent

P1437

RESOLUTION 2010-365

WHEREAS, Grand Island Fire Department provides Advanced Life Support services, and is required by state law to have a Medical Directors license to work under to provide those services.

WHEREAS, Dr. Michael McGahan has been and with approval of this contract will continue to be the Medical director for the Grand Island Fire Department for 5 more years.

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement by and between Dr. Michael McGahan and the City of Grand Island Fire Department to provide Medical Director services be approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G13

#2010-366 - Approving Certificate of Final Completion for Utility Improvements at the Veterans Athletic Field Complex

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: December 21, 2010

Subject: Certificate of Final Completion-Utility Improvements at the Veterans Athletic Field Complex

Item #'s: G-13

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

Background

A contract was entered into with Diamond Engineering on November 24, 2009 for utility improvements at the Veterans Athletic Field Complex.

Discussion

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

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the certificate of final completion and make final payment to Diamond Engineering in the amount of \$19,912.22.

Sample Motion

Move to close out the contract with Diamond Engineering and make final payment in the amount of \$19,912.22 to Diamond Engineering.

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

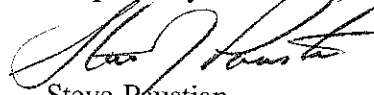
**UTILITY IMPROVEMENTS
VETERANS ATHLETIC FIELD COMPLEX**

**CITY OF GRAND ISLAND, NEBRASKA
DECEMBER 21, 2010**

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

This is to certify that the Utility Improvements for the new Veterans Athletic Field Complex has been fully completed by **Diamond Engineering** from Grand Island, Nebraska under contract dated **November 24, 2009**. The scope of the project was decreased by \$1,059.81. All other work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by the Parks and Recreation Director in accordance with the provisions of the terms of the above said contract.

Respectfully submitted,



Steve Paustian
Parks and Recreation Director

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

I hereby recommend that the Certificate of Final Completion and Acceptance be approved and warrants issued from Account No. 40044450-90122 to **Diamond Engineering** in the final payment amount of **\$19,912.22**.

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2010-366

WHEREAS, the Parks and Recreation Director of the City of Grand Island has issued his Certificate of Final Completion for Utility Improvements at the new Veterans Athletic Field Complex, certifying that Diamond Engineering from Grand Island, Nebraska, under contract dated November 24, 2009, has completed such project according to the terms, conditions, and stipulations for such improvements; and

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

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

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

1. The Parks and Recreation Director's Certificate of Final Completion for Utility Improvements at the new Veterans Athletic Field Complex is hereby confirmed.
2. That a warrant be issued from account no. 40044450-90122 in the total amount of \$19,912.22 payable to Diamond Engineering for the final amount due the contractor.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G14

**#2010-367 - Approving Supplemental Agreement #2 for
Construction Engineering Services on the Capital Avenue
Widening Project**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, City Engineer / Public Works Director

Meeting: December 21, 2010

Subject: Approving Supplemental Agreement # 2 for Construction Engineering Services on the Capital Avenue Widening Project

Item #'s: G-14

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

Background

Any supplements to professional services agreements must be approved by council. On September 26, 2006 an agreement with Olsson Associates for construction engineering work was approved by the council. The agreement provided for construction engineering services on the project to widen Capital Avenue from the Moores Creek Drainway to Webb Road. Work is to be performed at actual costs with a maximum of \$346,703.

On September 9, 2008 the council approved supplemental agreement number 1 for additional construction engineering services related to sanitary sewer lift station construction at the southwest corner of the Capital Avenue and Diers Avenue intersection. The agreement was for work to be performed at actual costs with a maximum of \$35,000 for a revised agreement total of \$381,703.

The project is approximately 80% funded with federal Surface Transportation Funds administered by the Nebraska Department of Roads (NDOR).

Discussion

The agreement for construction engineering services was approved in advance of the project start date to facilitate utility relocation work. The agreement was based on an anticipated start date in January 2007 with completion in 12 months. The actual start date for the project was pushed back to August 2008 by Right-Of-Way acquisitions through eminent domain. The substantial completion date for the project was in November 2009 with an anticipated final completion date of January 2011.

Due to the length of the project, adjustment of the salary rates in the agreement are necessary. Using the same annual salary increases as non-union city employees increases the amount of the agreement by \$31,497.

The agreement did not include development of a Stormwater Pollution Prevention Plan (SWPPP). Since the City is involved in enforcing the requirements of a SWPPP as a Phase 2 Stormwater community, it was deemed more appropriate for a consultant to develop the plan for City approval. The estimated cost for the development and tracking required for SWPPP work is \$8,000.00

The Nebraska Department of Roads allows the agreement for construction engineering services to be supplemental for work performed that is outside of the scope of the original agreement or for changed conditions such as change orders, overruns of contract items, extensions to contract time allowance, or overruns of contract time allowance. The estimated construction engineering cost as a result of the extended construction schedule, construction administration and additional construction phasing exhibits are detailed on exhibit 2SA and estimated at \$33,500.00.

The construction engineering agreement did not include the work of replacing property pins that were disturbed along the project. Since the City does not have a licensed land surveyor on staff, the consultant was asked to quote the work. The cost to survey and install the property pins is estimated at \$4,237.00.

Since the work is being performed using federal funds, the format for the supplemental agreement was furnished by the Nebraska Department of Roads. Funds are available in the Wastewater budget, federal aid STP fund account, and general fund for this supplement to the agreement with Olsson Associates.

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 Supplemental Agreement #2 to the agreement with Olsson Associates, in an amount not to exceed \$77,234.00 for a revised agreement total of \$458,937.00.

Sample Motion

Move to approve Supplemental Agreement #2 to the agreement with Olsson Associates, in an amount not to exceed \$77,234.00.

Exhibit S2B
Capital Avenue Paving Improvements
City of Grand Island
PROJECT NO. STPAA-5436(4), C.N. 42427
Supplemental #2
Construction Engineering Services

[illegible]

EXHIBIT S2A
Scope of Services
Capital Avenue Paving Improvements
City of Grand Island
PROJECT NO. STPAA-5436(4), C.N. 42427
Supplemental #2
Construction Engineering Services

Wage Rate Increases

From the original contract dated September 8, 2006, Olssons had estimated that our total labor costs, including overhead and profit would be \$321,698.00. This was based on a construction start date of January 1, 2007 and an anticipated completion date of January 1, 2008, with Olsson Associates expending 5,498 hours for the agreed scope of work. Olssons did incur some labor costs for utility relocations prior to construction in 2006 and 2007. However due to factors beyond our control the project was not awarded until May 13, 2008 and construction did not start until August 26, 2008. Olsson Associates has incurred additional costs due to salary and direct expense increases since the original contract was executed. The annual salary increase for the City of Grand Island non-union staff was 4% for 2007, 5% for 2008, and 3% for 2009. Below is a table showing percentage of work completed each year of the original contract labor. An inflation rate for the annual salary increase was applied for wages incurred on the project at 4% for 2007 and 2008 and 3% for 2009. The total adjustment for inflation is **\$31,497** on the original contract labor.

CONSTRUCTION ENGINEERING COSTS				
Original Contract Labor Amount		\$ 321,698.00		
Year	% Work Completed	@	Inflation Rate	Total
2006	5.20%		0.00%	\$ -
2007	5.20%		4.00%	\$ 669.13
2008	19.60%		8.16%	\$ 5,145.11
2009	70.00%		11.41%	\$ 25,682.76
ADJUSTMENT FOR INFLATION				\$ 31,497.00

NPDES Permit

A Storm Water Pollution Prevention Plan (SWPPP) was developed as required for the Construction Storm Water Notice of Intent (CSW-NOI). This included creating a detailed erosion control plan for the project which was incorporated into the SWPPP. Construction Storm Water Notice of Intent (CSW-NOI) was completed and then fully executed. Storm Water bi-weekly inspections were completed as part of the SWPPP including additional inspections after 1/2" rain events. This was not a requirement when original agreement was signed in 2006.

Extended Construction Schedule

The original agreement assumed 52 weeks of construction and supplemental agreement #1 assumed 8 weeks of construction for a total of 60 weeks of construction. Construction started August 26, 2008 and extended thru the winter except for approximately a 2 week shut down for winter conditions. As of October 26, 2009, sixty-two (62) weeks had passed since the construction start date. Construction was shut down December 7, 2009 and construction was completed in spring 2010. This is approximately an additional 6 weeks of construction observation for 2009 and equivalent of 2 weeks for 2010 for part time observation for punch list items. Major contributing factors in extending construction period were the additional time required for subgrade stabilization and for by-pass sanitary sewer pipes/manholes for the future lift station. Another factor was additional utility relocations.

Construction Administration

We also anticipate a total of 20 pay requests for the project. This is an increase of 6 pay requests from the original agreement and supplemental #1. Also, we assumed 3 change orders but the project required 4 to complete.

Additional Construction Phasing Exhibits

The original plans called for 3 primary phases. There have been several changes to the construction phasing from the original phasing plan facilitated by the Contractor. We have completed 11 construction phasing traffic control plans for the project and 5 informational exhibits to distribute to landowners. We are requesting additional time to create the construction phasing traffic control exhibits and landowner.

Property Pins

Setting property pins for the new right of way takings for the project. The pins had not been previously set because of the construction limits and this task was not included in the original scope.

RESOLUTION 2010-367

WHEREAS, on September 26, 2006, by Resolution No. 2006-273, the City Council of the City of Grand Island approved an agreement with Olsson Associates of Grand Island, Nebraska to perform construction engineering services to widen Capital Avenue from the Moores Creek Drainway to Webb Road at actual costs with a maximum of \$346,703.00; and

WHEREAS, on September 9, 2008, by Resolution No. 2008-243, the City Council of the City of Grand Island approved Supplemental Agreement #1 to the agreement with Olsson Associates for additional services during construction work at actual costs with a maximum of \$35,000.00; and

WHEREAS, additional construction engineering services are required for development of a Stormwater Pollution Prevention Plan (SWPPP), an extended contract schedule, and relocating property pins in connection with the project; and

WHEREAS, costs of the additional services shall not exceed \$77,234.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the supplemental to the original agreement with Olsson Associates of Grand Island, Nebraska is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 17, 2010	☐ City Attorney



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G15

**#2010-368 - Approving Pioneer Consortium Joint Entity
Agreement for Library Services**

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: December 21, 2010

Subject: Approving Pioneer Consortium Joint Entity Agreement for Library Services

Item #'s: G-15

Presenter(s): Steve Fosselman, Library Director

Background

On May 12, 2009 the Grand Island City Council approved an Interlocal Agreement with the cities of Bellevue, Gretna, Holdrege, Lincoln, Omaha, and St. Paul to form a consortium of libraries to participate in a federal grant to study the best means, features, and start-up and on-going costs of a centralized Open Source (freely distributed, non-proprietary open source code) automated library system to potentially replace the proprietary SirsiDynix system currently in place. This agreement was renewed by the City Council on June 8, 2010.

Discussion

After concluding our study, four members of the consortium – Grand Island, Holdrege, Lincoln and St. Paul - have agreed to move forward with implementing a centralized open source software system and expect to go live with this system in April 2011. This will allow our library to fully migrate from our present SirsiDynix system to the consortium system to provide library services as efficiently and effectively as possible. To do so, the consortium's Interlocal Agreement has been changed to reflect the current composition of the consortium and to allow for more flexibility in the future for additional membership in this statewide consortium.

Our library will save over \$10,000 annually for software maintenance compared to current SirsiDynix maintenance fees. In addition, migration to the latest version of SirsiDynix would have ranged from \$38,000 (library-hosted) to \$62,000 (SirsiDynix hosted). Migration costs with this open source system will be less than \$3,000.

An added benefit to continued participation in this consortium is the ability to collaborate with others on a model of service that will reduce operating costs associated with cataloging materials, interlibrary loan and other resource sharing services.

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 Pioneer Consortium Joint Entity Agreement for Library Services.

Sample Motion

Move to approve the Pioneer Consortium Joint Entity Agreement for Library Services.

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

This Joint Entity Agreement (“Agreement”) is entered into effective as of December ____, 2010 by and between the City of Grand Island, Nebraska; City of Holdrege, Nebraska; City of Lincoln, Nebraska; and the City of St. Paul, Nebraska and their respective library boards, pursuant to authority provided in the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, et seq. (Reissue 2007). The parties hereto shall be collectively referred to as the “Member Libraries” and each singularly as “member library.”

RECITALS:

A. Art. XV, § 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq. (the “Act”) authorize two (2) or more public agencies to enter into agreements with one another for joint or cooperative action in regard to the exercise or enjoyment jointly of any power or powers, privileges, or authority exercised or capable of exercise by such public agencies and for the creation of a joint entity with the powers delegated to the joint entity by such public agencies.

B. The Member Libraries to this Agreement have the authority, among others things, to plan and implement projects and services for the purposes authorized by the Act.

C. The Member Libraries to this Agreement deem it in their mutual interests to coordinate planning and implementation of an open source integrated library system of library resources.

D. The Member Libraries desire to enter into this Agreement in order to jointly plan and implement these services.

E. The Member Libraries desire to create a joint administrative entity, known as the “Pioneer Consortium,” to act on their behalf for the purposes and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, it is agreed by the Member Libraries hereto, as follows:

1.0 PIONEER CONSORTIUM ESTABLISHMENT AND PURPOSE:

1.1 Parties. The parties to this Agreement are the Member Libraries and are public agencies within the meaning of Neb. Rev. Stat. § 13-803.

1.2 Public Agency. The Member Libraries understand and agree that the Pioneer Consortium is a joint entity within the meaning of Neb. Rev. Stat. § 13-803. Each member library consents to the participation in this Agreement by the other Member Libraries. Each member library agrees and acknowledges that this Agreement shall become binding upon each member library upon execution of this Agreement.

1.3 Authorization of Agreement. Each member library shall approve the creation of the Pioneer Consortium through appropriate action by ordinance, resolution, or otherwise pursuant to the governing laws of each member library to authorize execution of the Agreement. Each member library shall execute duplicate copies of this Agreement and provide one executed copy to the Pioneer Consortium. The parties agree that the separately executed copies of this Agreement which shall constitute the Pioneer Consortium Joint Entity Agreement shall be given full force and effect. Any prior agreements regarding the creation of the Pioneer Consortium are superseded by this Agreement.

1.4 Purpose. The Pioneer Consortium is a joint entity of publicly funded libraries, the “Member Libraries,” in the State of Nebraska. The Pioneer Consortium’s purpose is to enrich the collections, share the resources, enhance the services, and strengthen support for its Member Libraries. This purpose is achieved through supporting an open source integrated library system of library resources, and other activities that enable its Member Libraries to provide library services efficiently and effectively. The Pioneer Consortium is based on open source integrated library software and computer equipment located at each member library and a central site, and linked via the Internet, which in turn constitutes the automated union catalog system. Each member library's goal shall be to maintain and enhance a strong working relationship with Member Libraries. All Member Libraries shall subscribe to the goals and primary functions of the Pioneer Consortium as noted herein.

1.5 Functions. The functions of the Pioneer Consortium are listed below, not necessarily in priority order of importance:

- a. To provide access to the union catalog of the Member Libraries;
- b. To allow patrons to request needed materials from the collections of Member Libraries;
- c. To enhance cooperative electronic and physical document delivery of materials held by Member Libraries;
- d. To provide access to electronic resources other than the union catalog to Member Libraries and their patrons; and
- e. To support cooperative collection development activities by Member Libraries.

1.6 Duration. The duration of this Agreement shall be from the effective date of this Agreement to January 1, 2016, and be subject to renewal every year thereafter upon the majority vote of the Pioneer Council.

2.0 THE PIONEER COUNCIL AND GOVERNANCE STRUCTURE:

2.1 Pioneer Council. The Pioneer Consortium is to be governed by a governing board comprised of the library directors from each member library. That board, called the Pioneer Council, shall have the responsibility to cooperate to determine the most efficient and effective methods, materials, contractual relationships, and member fees for the benefit of all Member Libraries and public agencies.

2.2 President. The Pioneer Council shall elect a President. The term of service and obligations of office shall be published in the bylaws.

2.3 Voting. Each member library shall have one vote on the Pioneer Council. A majority vote of the quorum present at any meeting shall be necessary for any action of the Pioneer Consortium.

2.4 Bylaws. The Pioneer Council shall develop and maintain bylaws governing the Pioneer Consortium's activities and services. The bylaws shall provide for such additional offices, duties, or committees as determined necessary by the Pioneer Council.

2.5 Meetings. The Pioneer Council shall meet at least annually and shall have other meetings as provided in any bylaws, rules, or regulations adopted by the Pioneer Council.

2.6 Notice. Notice of any meeting of the Pioneer Council shall comply with the open meetings law and public notice requirements. Notice of any meeting will also be given to member library as provided in any bylaws, rules, or regulations adopted by the Pioneer Council.

2.7 Quorum. A majority of the Member Libraries shall constitute a quorum. A member library may provide for a proxy or alternative member to attend in the place of the library director as provided in any bylaws, rules, or regulations.

2.8 Budget and Expenses. The Pioneer Council shall approve the Pioneer Consortium's budgets, expenditure plans, and member fees and charges for ongoing expenses.

2.9 Policies. The Pioneer Council shall set policies for the Pioneer Consortium and its business and contractual relationship with any member library and with any third party vendors.

2.10 Other Laws. The Member Libraries of the Pioneer Council are required to follow all applicable governmental accountability, conflict of interest, property acquisition, and open meeting laws.

2.11 Central System, Connectivity, and Repository. Equipment acquired with grant funds must continue to be used for project purposes for at least five years or the life of the equipment. The Pioneer Council shall determine expenditures for hardware, software, and maintenance of the databases. The Pioneer Council shall determine the reliable central site connectivity for Pioneer Consortium-related telecommunication traffic to and from the central system to each member library, sufficient for access to the union catalog and other databases. The Pioneer Council shall determine a repository for purposes of operating and maintaining a union catalog of the collections of the Member Libraries that is accessible. The individual Member Libraries shall pay for the support and coordination of locally generated data or activities.

2.12 Termination or Withdrawal. The Pioneer Council may terminate a member library's Pioneer Consortium membership only if the member library materially breaches its duties and such duties remain breached for sixty (60) days after notification by Pioneer Consortium or if to continue participation would violate laws of the State of Nebraska. Each member library can, at its discretion, withdraw from the Pioneer Consortium. Such withdrawal will be effective upon sixty (60) days written notice to the Pioneer Council President. If a member library is terminated or withdraws from the Pioneer Consortium, the data submitted to the central system at that point

must be removed from central system within one hundred and twenty (120) days at that withdrawing member library's expense.

2.13 Forfeiture of Interest. Any member library leaving the Pioneer Consortium shall forfeit any interest it may have in the property owned by the Pioneer Consortium to the remaining Member Libraries. Except as otherwise provided in this Agreement, in the event all Member Libraries shall agree to disband the Pioneer Consortium, any property owned by the Pioneer Consortium shall be distributed on a pro-rata basis to be figured as a proportion of the number of materials held in each member library compared to the overall total number of materials held by the consortium.

2.14 Insurance. The Pioneer Council shall determine the best means of insuring central site hardware, software, and system against loss by fire and other means. Any settlement paid to cover the loss of items jointly owned by the Pioneer Consortium shall be solely used to replace Pioneer Consortium property.

2.15 Committees. The Pioneer Council shall create a Technical Committee, consisting of staff designated by each member library, which shall advise the Pioneer Council on technical management issues. The Pioneer Council may establish other advisory groups or committees as needed.

3.0 BUSINESS AGENT DUTIES:

3.1 Business Agent. The Lincoln City Libraries shall serve as the initial contracting and business agent ("Business Agent") for the Pioneer Consortium. The staff of the Business Agent shall provide administrative support for the Pioneer Consortium. The Business Agent shall be the official repository for the Pioneer Consortium documentation, correspondence, and other business records.

3.2 Financial Agent. The Lincoln City Libraries shall serve as the initial budget and accounting agent ("Financial Agent"). The staff of the Financial Agent shall provide the Pioneer Council with all necessary management information including but not limited to financial reports. The Financial Agent shall draft an annual report subject to the approval of the Pioneer Council.

3.3 Designation of Business Agent and Financial Agent. By majority vote of all the Member Libraries, the Pioneer Council shall designate a Business Agent and Financial Agent of the Pioneer Consortium. The role of Business Agent and Financial Agent to the Pioneer Consortium may be served by the same member library.

4.0 MEMBER LIBRARIES' DUTIES:

4.1 Individual Library Member Expenses. Travel costs and other costs to participate in the Pioneer Consortium are the responsibility of each member library. Each member library shall be responsible for purchasing and maintaining its own local system hardware and software. Each

member library shall provide, at its expense, all costs to link and ensure reliable access from the member library's local system to the Pioneer Consortium central system.

4.2 Pro-rata Contribution for Services. The ongoing expenses associated with the delivery of services by the Pioneer Consortium shall be assessed to each member library quarterly based on a pro-rata amount for maintenance, supplies, development, and associated costs. The pro-rata costs will be apportioned as determined by the Pioneer Council. The payment amount for the coming Consortium fiscal year shall be determined by the Pioneer Council by March 31st of each year or more frequently as necessary in re-assessing costs upon approval of additional members.

4.3 Sharing information and services. Each member library shall provide to the Pioneer Consortium automation third party service provider a copy of its bibliographic, patron, authority, transactions and holdings databases for loading into the central system. Each member library shall be responsible for all expenses associated with the profiling and migration of its database. Each member library shall provide to Pioneer Consortium additional records to be added to the above mentioned databases using mutually acceptable catalog rules and procedures. Data obtained by the central site from each member library shall hereby be contributed to Pioneer Consortium for use in achievement of Pioneer Consortium's goals, subject to any third-party license restrictions attached to such data.

4.4 Participation in committees. Each member library shall actively participate in the Pioneer Consortium by maintaining active participation in the Pioneer Council and in additional groups established by the Pioneer Council including but not limited to standing committees, ad-hoc committees, task forces, and advisory bodies.

4.5 Copyright. Each member library shall be responsible for verifying copyright and/or fair use status and/or obtaining copyright permission prior to its placing or introducing any information, text, graphics or data into the Pioneer Consortium database(s). Member Libraries agree they shall be solely responsible and shall indemnify the other parties to this Agreement and hold them harmless from for any claim, loss, liability or expense due to loading of copyrighted materials in the Pioneer Consortium database(s) by the employees or agents of the member library where such loading or subsequent use, viewing, printing, downloading, or recopying is alleged to be infringing.

4.6 Appropriation of Funds and Supply of Personnel. Pursuant to Neb. Rev. Stat. § 13-806, any member library may appropriate funds and sell, lease, give, or otherwise supply the Pioneer Consortium with personnel or services.

4.7 Additional Powers. In addition to other powers, the Pioneer Consortium shall also have the following powers as provided by Neb. Rev. Stat. §§ 13-804(6): (a) to sue and be sued; (b) to have a seal and alter the same at pleasure or to dispense with its necessity; (c) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers; (d) from time to time, to make, amend, and repeal bylaws, rules, and regulations, not inconsistent with the provisions of the Act and this Agreement

5.0 MISCELLANEOUS:

5.1 Indemnification. Except as otherwise limited by Nebraska law, to the fullest extent permitted by law, each member library shall mutually indemnify, defend, and hold harmless the Member Libraries, their officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the member library, or anyone for whose acts any of them may be liable. The Member Libraries do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law. This section survives any termination of this Agreement.

5.2 Fair Employment. The Pioneer Consortium shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status.

5.3 Fair Labor Standards. The Pioneer Consortium shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

5.4 No Mutual Employment Relationship. It is the express intent of the Member Libraries that this Agreement shall not create an employer-employee relationship. Employees of any member library shall not be deemed to be employees of the other Member Libraries nor entitled to any salary, wages, or benefits, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave of said Member Libraries. The Member Libraries shall be responsible to their respective employees for all salary and benefits.

5.5 Integration, Amendment, and Assignment. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver of terms of this Agreement shall bind either party, unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. This Agreement may not be assigned without the prior written consent of the other Member Libraries.

5.6 Nebraska Law. This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

5.7 Severability and Savings. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section thereof.

5.8 E-Verify. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Pioneer Consortium agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of

Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Pioneer Consortium shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. The Pioneer Consortium shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

5.9 Additional Member Libraries. Additional political subdivisions or governmental entities may apply to become members of the Pioneer Consortium by providing a letter of application, which shall be considered by the Pioneer Council at its next regular or special meeting following the receipt of the application. Upon receiving the approval of two-thirds (2/3) of the Pioneer Council and the subsequent execution of this Agreement by the applicant member, including any addendum, amendment, or modification thereto, the applicant shall become a member library of the Pioneer Consortium.

5.10 Capacity. The undersigned person on behalf of each member library does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the member library and its associated public agency to this Agreement

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

DATE: _____

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

Chairman, Library Board

Mayor

ATTEST:

City Clerk

Approved as to form: _____
Grand Island City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

DATE: _____ Holdrege Area Public Library, NEBRASKA

_____ President, Library Board	_____ Library Director
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ATTEST:

Notary

Approved as to form: _____
Kent Person, Esq.
Board of Library Trustees

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

DATE: _____

THE CITY OF LINCOLN, NEBRASKA,
d/b/a LINCOLN CITY LIBRARIES

President, Library Board

Library Director

Approved as to form: _____
Lincoln City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

DATE: _____

THE CITY OF ST. PAUL, NEBRASKA,
A Municipal Corporation,

Chairman, Library Board

Mayor

Superintendent, School District

ATTEST:

City Clerk

Approved as to form: _____
St. Paul City Attorney

R E S O L U T I O N 2010-368

WHEREAS, the City of Grand Island, Nebraska entered into an Interlocal Agreement pursuant to authority provided in the Nebraska Interlocal Cooperation Act on May 12, 2009 with the City of Bellevue, Nebraska, City of Gretna, Nebraska, City of Holdrege, Nebraska, City of Lincoln, Nebraska, City of Omaha, Nebraska and the City of St. Paul, Nebraska and their respective library boards (the Parties) for purposes of establishing a consortium of publicly funded libraries in the State of Nebraska to support an open source unified catalog of library resources, an efficient materials request and delivery system, and other activities that enable its members to provide library services efficiently and effectively; and

WHEREAS, the public libraries of Grand Island, Holdrege, Lincoln, St. Paul are proceeding with migration to an open source unified catalog of library resources; and

WHEREAS, approval of a new Pioneer Consortium Joint Entity Agreement pursuant to authority provided in the Nebraska Interlocal Cooperation Act, with duration from the effective date of this Agreement to January 1, 2016, subject to renewal every year thereafter upon the majority vote of the Pioneer Council, is now desired to reflect the membership of the consortium and to allow for future additional members to the consortium.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, approve the Pioneer Consortium Joint Entity Agreement pursuant to authority provided in the Nebraska Interlocal Cooperation Act between the City of Grand Island and the City of Holdrege, Nebraska, City of Lincoln, Nebraska, and the City of St. Paul, Nebraska and their respective library boards, in accordance with the terms and conditions generally described above.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item G16

#2010-369 - Approving State Bid Contract for Two (2) Ford Expeditions for the Police Department

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: December 21, 2010

Subject: Purchase of Police Vehicles

Item #'s: G-16

Presenter(s): Steven Lamken, Police Chief

Background

The police department proposes the purchase of two Ford Expedition(s) 4 wheel drive vehicles. The vehicles are available under a State bid awarded to Anderson Ford of Lincoln, Nebraska. Funds are in this fiscal year's budget. The total purchase amount is \$59,330.00

Discussion

The police department has used the Expedition 4 wheel drive in the patrol division since 2007. Although they carry a higher price than the police package Crown Victoria, having the 4 wheel drive is a valuable tool during storm conditions. Our current Expeditions will be rotated out of full time 24 hour patrol use. One will be assigned to a canine officer, one rotated to other police use, and the remaining vehicle will be used for other City purposes or sold.

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 purchase of two 2011 Ford Expeditions from Anderson Ford of Lincoln, Nebraska off of State Contract 12879 OC, in the amount of \$59,330.00

Sample Motion

Move to approve the purchase of two Ford Expeditions at a cost of \$59,330.00 from Anderson Ford of Lincoln, Nebraska under State bid # 12879 OC.

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12879 OC

PRIMARY AWARD

PAGE 1 of 4	ORDER DATE 12/07/10
BUSINESS UNIT 9000	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NEBRASKA 68501-3644	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

2011 Production Year

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3454 OF

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

2011 or Current Production Year, Large Police Special Service Vehicle, Four Wheel Drive (7 Passenger), as per the attached specifications, terms and conditions for the 2011 Production Year.

Make/Model: Ford Expedition

Delivery: 80-110 Days ARO

Contract subject to thirty (30) days cancellation by either party upon written notice.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States

Connie Heinrichs
BUYER
Don Sitter
MATERIEL ADMINISTRATOR
Deputy Director

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12879 OC

PAGE 2 of 4	ORDER DATE 12/07/10
BUSINESS UNIT 9000	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 503856	

using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: Bobby Colclasure
Phone: 402-323-4013
Fax: 402-458-9805
Email: bobbyc@andersonautogroup.com

jc 12/07/10

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	LARGE POLICE SSV 7 PASSENGER FORD EXPEDITION 2011 or Current Production Year Large Police Special Service Vehicle Four Wheel Drive (7 Passenger) Series, Code, Trim Level: UIG, 102A, SSV Engine: 5.4L V8 EPA: 12 city/17 highway The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.	20.0000	EA	30,369.0000
2	E85 LARGE POLICE SSV 7 PASS FORD EXPEDITION 2011 or Current Production Year E85 Large Special Service Vehicle Four Wheel Drive (7 Passenger)	20.0000	EA	30,369.0000

E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional

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BUYER INITIALS

R43500\NISCRI01 100423

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12879 OC

PAGE 3 of 4	ORDER DATE 12/07/10
BUSINESS UNIT 9000	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	change or conversion.)			
	Engine: 5.4L V8 FFV Series Code, Trim Level: UIG, 102A, SSV EPA: 10 city/15 highway w/E85			
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
	OPTIONS			
3	THIRD REAR SEAT REMOVED (DEDUCT)	20.0000	EA	-704.0000
4	ADDITIONAL REMOTE FOB FROM MANUFACTURER	20.0000	EA	110.0000
5	STANDARD PAINT	20.0000	EA	0.0000
6	CHARGES FOR DROP SHIPMENT OUTSIDE THE LINCOLN AREA	20.0000	EA	295.0000
	Additional cost of charges for vehicle drop shipment outside the Lincoln area. Drop shipment charges would be for vehicles bought by political entities and other Divisions of Government.			

chasp
BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the invitation to bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the invitation to bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

2011 4WD Large Special Service Vehicle, 7-Passenger

OPTIONS BID LIST

The options shall meet or exceed the following requirements that are exceptions to specification and must be FACTORY INSTALLED. Quotes must be furnished if available for items listed below, if not included as standard equipment or required in main part of this specification.

KEY - If no price is indicated in Unit Price choose from the following:

N/C = No Charge

STD = Standard in Base Price

N/A = Not Available from Dealer/Mfg.

N/APP = Not Applicable to Spec/Option

On-Line - N/C, no additional charge

On-Line - Charge, indicate price

Alternate Engine Sizes:

Unit Price

3	Engine, Diesel with block heater, factory or dealer installed. Specify Engine Size	\$ N/A
4	Engine, Gasoline (other). Specify Engine Size	\$ N/A
5	Heavy duty bench front seat W/lumbar support (deduct).	\$ N/A
6	40-40 power bucket electric seats. <i>Power driver seat STD.</i>	\$ STD
8	Factory console between front bucket seats.	\$ N/A
9	Third Rear Seat Removed (deduct).	(\$ 700)
10	Tires and Rims (4), 16" minimum, (specify if not standard).	\$ STD
11	Additional remote fob from manufacturer.	\$ 100.00
12	Standard Paint- Attach List and Identify as No Additional Cost Paints.	\$ STD
13	Extra Cost Paint- Attach List and Identify as Extra Cost Paints.	\$ N/A
14	Second Power Outlet.	\$ 200
15	Trailer towing package (deduct).	(\$ N/A)
18	Additional costs of charges for vehicle drop shipment outside the Lincoln area. Drop shipment charges would be for vehicles bought by political entities and other Divisions of Government.	\$ 275.00

ALL EXCEPTIONS TO OPTIONS MUST BE CLEARLY INDICATED.
(Example: Units ordered with airbags may not be available with a tilt wheel and automatic speed control).

<p align="center">2011 or Current Production Year Police Large Special Service Vehicle, 4WD, 7-Passenger</p>
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STATE OF NEBRASKA PURCHASING BUREAU
STANDARD TERMS and CONDITIONS

These contract conditions are applicable to bid specifications for 2011 or Current Production Year model Subcompact, Compact and Intermediate Vehicles. Compact, 1/2, 3/4 and 1 Ton Pick-Ups. Seven Passenger and One-Ton Passenger Vans. Cargo and Utility Vans. Police Cruisers and Special Service Vehicles. Sport Utility and Cross Over Vehicles. Hybrid Vehicles.

1. All bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Licensing Act, Nebraska Revised Statutes, Chapter 60, Article 14. The licensing requirements must be met at time of bid opening for the bid to be valid.
2. Award may be made to the most responsible bidder submitting the lowest base price, except the State reserves the right to split the award as follows:
 - A. Minimum of 70% to bidder with lowest base price.
 - B. Maximum of 30% to the low bidder, of another manufacturer, whose base price is within 10% of the lowest base price.
 - C. Lowest base price may be based on engine size/fuel type and/or life cycle cost.

$$(\text{Cost of Vehicle}) + ((80,000/\text{EPA Estimated Highway MPG}) \times \text{EIA Average Price Force } ^*)$$

$$^*\text{EIA Average Price for Midwest Region Regular Grade}$$

3. Listed below are the approximate units to be purchased. These amounts are estimates only; and the actual quantity ordered will vary. These estimates are based on last year's contract usage for the State of Nebraska as a whole, including the vehicles purchased by Political Subdivisions of the State of Nebraska.
 - A. Cars - 150 each
 - B. Vans - 50 each
 - C. Pick-Ups, Trucks - 260 each
 - D. Police Cruisers, Special Service Vehicles - 150 each
 - E. Sport Utility Vehicles - 35 each

An estimated 645 vehicles may be purchased from the State of Nebraska contracts for the 2011 production year.

4. The vendor to provide with bid, the build-out dates or tentative build-out dates if they are available. If not available at the time of bidding, the vendor should immediately notify AS/Materiel Purchasing Bureau (FAX (402) 471-2089) when said information is available. Failure to provide build-out information may result in **removal of vendor from bidder's list** for next year's specifications and may affect consideration for award of future contracts.
5. Bids must be signed in ink by the bidder on the State of Nebraska's Contract Invitation to Bid form. **FAILURE TO INCLUDE THIS FORM SIGNED IN INK WILL BE CAUSE FOR REJECTION OF THE CONTRACT INVITATION TO BID RESPONSE.**

**2011 or Current Production Year
Police Large Special Service Vehicle, 4WD, 7-Passenger**

**STATE OF NEBRASKA PURCHASING BUREAU
STANDARD TERMS and CONDITIONS**

6. Contractors are to supply information regarding contract usage by State Agencies, Boards, and Commissions including Political Subdivisions of the State of Nebraska. Information must include the following: Agency or Political Subdivisions etc., units purchased and dollar amount. Information must be provided to State Purchasing Bureau by no later than sixty (60) days after the build out date.
7. The contract may be terminated at any time upon mutual consent of the parties or by the State of Nebraska, with or without consent upon thirty (30) days written notice.
8. Once contracts are awarded, purchase orders issued by ordering agencies should include, vehicle description, number of units ordering, shipping and, billing location, contact name and phone number, and related information.
9. Contractor is to provide manufacturer's order number to the purchasing agency or political subdivision within five (5) business days after the purchase order is received. Vehicle invoices or supporting documentation accompanying the invoices should include a hard copy, bar-coded version of the Vehicle Information Number (VIN) for each vehicle.

<p align="center">2011 or Current Production Year Police Large Special Service Vehicle, 4WD, 7-Passenger</p>
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**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

The vehicle furnished under this specification shall be the latest model, standard production units, offered to the general trade, equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type of vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory. "Stripped" SSV versions are specifically excluded.

Engine bores, main bearings, connecting rod bearings and wrist pins shall not exceed the manufacturer's established size tolerances.

All vehicles offered must meet or exceed the following minimum specifications. It is intended the manufacturer will build the SSV to these specifications and the selling or servicing dealer will be required only to perform the normal pre-delivery service and not be required to modify, alter, exchange, assemble, install or paint various components to meet these specifications.

RIGHTS

The State of Nebraska reserves the right to waive technicalities and to reject any or all bids.

NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to Invitation to Bid. Non-compliance can void your bid response.

ACCEPTABLE MODELS

All vehicles that meet or exceed these specifications may be bid on this invitation.

DELIVERY

Between 9:00 AM and 3:00 PM, daily except Saturday, Sunday and holidays, AFTER SERVICING AND READY TO DRIVE, with not less than five gallons of gasoline. Deliveries desired prior to 120 days after receipt of order; quoted deliveries beyond 120 days are an award consideration. All deliveries shall be scheduled with agency representative. The vehicles shall not have over 200 miles on the odometer at the time it is officially accepted.

Vehicles will not be accepted if all paper work is not with the vehicle at time of delivery. Dealer still owns the vehicles until buyers sign all required paper work.

FACTORY INSTALLATION

If manufacturer has requirements available from factory, then item must be FACTORY-INSTALLED; if factory-installation is not available, then it must be noted as a dealer-installation and an exception.

SSVs shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel systems, engines, and accessories, and to possess the capability of operating on lead-free gasoline and gasohol/ethanol.

All vehicles shall comply with all current provisions of the National Traffic and Motor Vehicles Safety Act, and applicable provisions of the USEPA Emission Standards.

A separate bid is requested if the manufacturer is producing fuel-flexible E85 motor vehicles (units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded Gasoline without additional change or conversion). A SEPARATE CONTRACT MAY BE AWARDED.

**2011 or Current Production Year
Police Large Special Service Vehicle, 4WD, 7-Passenger**

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

Meets Specification - Please Indicate - (If other explain on comment line).
All items listed below are required. If there is an exception, a detailed explanation must be provided.

Yes	Exception 1)	BODY
<u>X</u>	_____	A. Color: Body color and interior trim will be selected from manufacturer's standard colors. (Note: Attached color charts shall be considered manufacturers colors with no extra charge unless specified in the options).
<u>X</u>	_____	B. Glass: Approved tinted safety glass shall be required in all doors, windows, and windshields. Glass shall be free of optical deviation and visibility distortions. Sunscreen glass required.
<u>X</u>	_____	C. Insulation: Standard production heat and sound insulation to be provided.
<u>X</u>	_____	D. Full-length headliner to be furnished.
<u>X</u>	_____	E. Airbag: Driver and passenger side required.
<u>X</u>	_____	F. Seats: Bucket type cloth seats in front, required. All seats shall be of spring foam padding, cloth covered construction, and of the heaviest duty available with lumbar support if factory available. Head restraints or high backs for outboard seats required.
<u>X</u>	_____	G. No console between driver and passenger bucket seats.
<u>X</u>	_____	H. Center Seat: Center seat to be 1/3-2/3 split and of fold down type, cloth
<u>X</u>	_____	I. Rear Seat: Standard, Cloth. Must fold down or be removable.
<u>X</u>	_____	J. Arm Rests: Required on both left and right-hand sides of each front seat. Door will be acceptable.
<u>X</u>	_____	K. Sun Visors: Dual, padded
<u>X</u>	_____	L. Mirrors: Interior adjustable, day and night tab (selector type, non-glare). Dual power outside mirror mounted on left and right sides of vehicle.
<u>X</u>	_____	M. Power Outlet: Required.
<u>X</u>	_____	N. Seat Belts: Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors.
<u>X</u>	_____	O. Horn: Factory horn required.
<u>X</u>	_____	P. Windshield Wipers and Washer: Multiple-speed electric with washer and intermittent or delay capability.
<u>X</u>	_____	Q. Air Conditioner: Best grade factory installed air-conditioning, manually controlled, to include all items normally included in the factory package.
<u>X</u>	_____	R. Heater: A fresh air type heater with windshield defrosters shall be installed.
<u>X</u>	_____	S. Rear Window Defroster: Required.
<u>X</u>	_____	T. Radio: Manufacturer's standard factory installed AM/FM/CD Stereo radio

**2011 or Current Production Year
Police Large Special Service Vehicle, 4WD, 7-Passenger**

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

- | | | |
|----------|-------|---|
| <u>X</u> | _____ | U. Lights: Halogen high beam headlights with low beam; back up lights; dome light. Directional signals to be complete with front and rear lights, self-canceling control lever on the steering column. Hazard lights. Daytime running lights if available from factory. |
| <u>X</u> | _____ | V. Floor Coverings: Full carpeting, both front and rear, required. |
| <u>X</u> | _____ | W. Electric Power Locks: Power locking system and three (3) sets of keys per vehicle required. |
| <u>X</u> | _____ | X. Power Windows: Electric power windows required. |
| <u>X</u> | _____ | Y. Hood Release: Inside driver's compartment. |
| <u>X</u> | _____ | Z. Automatic Speed control: Required. |
| <u>X</u> | _____ | AA. Fuel Tank: Minimum, 19 gallon regular model. |
| <u>X</u> | _____ | BB. Floor Mats: Motor vehicle shall be delivered with factory floor mats (front and rear) required. |
| <u>X</u> | _____ | CC. Side Moldings: Protective side moldings required, if available from the factory. |
| <u>X</u> | _____ | DD. Trailer Tow: Trailer tow package, complete with all hardware including Receiver hitch class 4 required. |

Comments: _____

- | | | |
|------------|---------------------|--|
| Yes | Exception 2) | POLICE PREP PACKAGES |
| <u>X</u> | _____ | A. Two front and two rear strobe lights installed in front marker and rear taillight lenses. Strobe wires tagged as such will terminate in the rear of third seat area with a mate-n-lock connector. |
| <u>X</u> | _____ | B. Alternating headlight flasher wig-wag module with flasher override for optional override at night installed with activation lead tagged as such and terminating in or near the passenger compartment. |
| <u>X</u> | _____ | C. Disconnect day time running lights. |
| <u>X</u> | _____ | D. Disconnect of factory dome light or courtesy lamps. |
| <u>X</u> | _____ | E. Dome Light or Courtesy Lamp: To be centered not more than approximately 4" to 8" from the top of the windshield to light the driver's area. Controlled by rotating headlamp switch to maximum position or by a separate switch. This may require adding an additional light. Dealer installation is acceptable if not available from the factory. |
| <u>X</u> | _____ | F. 100 WATT siren speaker installed behind front grill with leads tagged as such that terminate in or near the passenger compartment. |

**2011 or Current Production Year
Police Large Special Service Vehicle, 4WD, 7-Passenger**

**STATE OF NEBRASKA PURCHASING BUREAU
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| <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> | <input type="checkbox"/>
<input type="checkbox"/> | <p>G. Pro-Gard X Push bumper with installation on front of vehicle.</p> <p>H. Rear inside ceiling mounted LED. Black housing with clear lenses and one red and one blue LED mounted on each side of third brake light. Leads tagged as such that terminate in the console area. LED's meet SAE J845, Class 1 specifications. Minimum of six (6) LED in each module.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <p>I. Roof mounted antenna. Centered on roof sixty (60) inches back from top of front windshield. NMO mount with RG58 cable ran to the rear of third seat area.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <p>J. Roof mounted antenna. Centered on roof eighty-four (84) inches back from top of front windshield. NMO mount with RG58 cable ran to the rear of third seat area.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <p>K. Roof mounted blue tree antenna. Centered on roof sixteen (16) inches back from top of front windshield. Cables ran into center console area. Make: Antennaplus. Model: AP85/18GPS-QS22. Tri-Mode Cellular/PCS/GPS Black Antenna. 824-896 MHz, 1885-1990 MHz. 1575 MHz. Connectors SMA on Cell/PCS & SMA on GPS. Foam Pad & Threaded Bolt. Web site www.antennaplus.com</p> |

Comments: _____

- | | | |
|---|---|---|
| <p>Yes</p> <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> | <p>Exception 3)</p> <input type="checkbox"/>
<input type="checkbox"/>

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

<input type="checkbox"/>
<input type="checkbox"/> | <p>ENGINE AND DRIVE TRAIN</p> <p>A. Engine: Minimum standards as stated in the specifications.</p> <p>B. Transmission: Three or four forward Speed Automatic, with lock up converter required, if available.</p> <p>C. Air Cleaner: Dry type.</p> <p>D. Oil Filter: Full flow throwaway type.</p> <p>E. Thermostat: Required as recommended for permanent-type antifreeze.</p> <p>F. Radiator: Coolant recovery system required.</p> <p>G. Axle Ratio: Ratio to be recommended by manufacturer, anti-slip locking type differential, required</p> <p>H. Front Hubs: Automatic locking front hubs required.</p> |
|---|---|---|

Comments: _____

- | | | |
|--|---|--|
| <p>Yes</p> <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> | <p>Exception 4)</p> <input type="checkbox"/>
<input type="checkbox"/> | <p>SUSPENSION AND RUNNING GEAR</p> <p>A. Wheelbase: Minimum standards as stated in the specifications.</p> <p>B. Steering: Power steering required.</p> |
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**2011 or Current Production Year
Police Large Special Service Vehicle, 4WD, 7-Passenger**

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

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| <u>X</u> | _____ | C. Steering Wheel: Regular production model or approved deluxe wheel. Tilt steering wheel required. |
| <u>X</u> | _____ | D. Wheels: Standard original equipment wheels (4) (minimum 17"). |
| <u>X</u> | _____ | E. Tires: Four standard (minimum 17-inch) original or optional equipment tires shall be furnished. "Mini" or "compact" spares offered as original equipment are acceptable. All tires except the "mini" or "compact" spare shall be all season steel-belted radial manufactured by a major manufacturer and labeled by a major manufacturer and shall be factory installed. Spare rim can be steel. Tires should have a 50,000-mile tire rating. The inability to provide all season steel-belted radial tires as standard original or optional equipment shall be noted as an exception in the bid. |
| <u>X</u> | _____ | F. Brakes: Anti-Lock braking system required. |
| <u>X</u> | _____ | G. Suspension: Stability traction control system required if available as standard equipment from the factory. |

Comments: _____

- | | | |
|------------|---------------------------------------|---|
| Yes | Exception 5) ELECTRICAL SYSTEM | |
| <u>X</u> | _____ | A. Ignition system: 12-Volt, solid state. Must be equipped with high tension, radio frequency shielded, ignition wiring. |
| <u>X</u> | _____ | B. Battery: Heavy-duty, maintenance free, highest cold cranking amperage capacity available from the factory for the model bidding. Specify capacity: _____ |
| <u>X</u> | _____ | C. Alternator: Heaviest duty type that can be provided. State Amperage _____ |
| <u>X</u> | _____ | D. Bonding and Grounding: All components of the vehicle necessary to prevent interference with reception of low band two-way mobile radio installed in the vehicle shall be adequately bonded and grounded. |

Comments: _____

- | | | |
|------------|---|---|
| Yes | Exception 6) RADIO FREQUENCY SHIELDING – Caution!! | |
| <u>X</u> | _____ | A. The chassis and/or installed components and equipment shall be compatible with use of NDOR mobile and/or two-way communication devices. Main communication radio operates in VHF range , but all frequencies apply including low band, high band, UHF and VHF. |
| <u>X</u> | _____ | B. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility. |

2011 or Current Production Year Police Large Special Service Vehicle, 4WD, 7-Passenger

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

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|----------|--|--|
| <u>X</u> | | C. NDOR will conduct testing of radio/two-way when installed in chassis. NDOR will notify vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment. Vendor shall be required to work with NDOR personnel to reduce interference level to a point acceptable to NDOR normal radio operating parameters. Vendor shall have 30 days to resolve RFI issue. |
| <u>X</u> | | D. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. If NDOR and vendor can not resolve source of RFI the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO Standards compliance. Testing shall be done to SAE and/or ISO Standards which were current at date of bid. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing. |
| <u>X</u> | | E. If after testing by NDOR and or accredited lab, the vendor is unable or unwilling to incur the cost and correct the RFI issue to the satisfaction of NDOR, ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELLED. |

Comments: _____

Yes		Exception 7)		MISCELLANEOUS
------------	--	---------------------	--	----------------------

- | | | |
|----------|--|--|
| <u>X</u> | | A. All SSVs shall be protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection. |
| <u>X</u> | | B. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned. |
| <u>X</u> | | C. Manufacturer's standard complement of tools, bumper jack, wheel wrench, and jack handle shall be provided, together with facilities for storage. |

Comments: _____

2011 or Current Production Year
Police Large Special Service Vehicle, 4WD, 7-Passenger

STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS

Yes
X

Exception 8) DELIVERY

A. All vehicles shall be delivered FOB destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline. Vehicles showing lack of proper dealer pre-delivery service shall be subject to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc., shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.

X _____

B. After the SSV has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. IMPORTANT: The motor vehicle shall not have over 200 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.

X _____

C. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

X _____

D. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.

X _____

E. Invoices shall describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.

X _____

F. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.

X _____

G. Motor vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.

X _____

H. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.

Comments: _____

**2011 or Current Production Year
Police Large Special Service Vehicle, 4WD, 7-Passenger**

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

Yes

X

Exception 9) WARRANTY

- A. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards, or delayed warranty forms with manufacturer mailing information, in order to properly activate said warranty.
- B. A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. A minimum of 6 years, 100,000 miles rust warranty is required. Indicate standard manufacturer's warranties. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different and noted if different than requested.

Comments:

Yes

X

Exception 10) SERVICE

- A. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
- B. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.

X

STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS

X

χ

X

Comments:

NON-COMPLIANCE STATEMENT
Read this specification carefully. Any and all exceptions to this specification must be stated below or attached to the Invitation to Bid, in ink in a legible format. Non-compliance can void your bid response.

EXCEPTIONS/COMMENTS:

3454 OF 2011 Police Large Special Service Vehicle 4WD 7-Passenger

06/14/10

2011 EXPEDITION & EXPEDITION EL COLOR & TRIM AVAILABILITY

PROPRIETARY

Model	Style/Material	Interior Description
XL	Cloth	Front Bucket Seats with 40/20/40 Split 2 nd Row Seat (5 Passenger)
XLT	Cloth	Front Bucket Seats with 40/20/40 Split 2 nd Row Seat and 3 rd Row 60/40 Manual Seat (8 Passenger)
XLT	Leather	Front Bucket Seats with 40/20/40 Split 2 nd Row Seat and 3 rd Row 60/40 PowerFold® Seat (8 Passenger)
Limited	Leather	Front Bucket Seats with 40/20/40 Split 2 nd Row Seat and 3 rd Row 60/40 PowerFold® Seat (8 Passenger)
King Ranch®	Leather	Front Bucket Seats with 40/20/40 Split 2 nd Row Seat and 3 rd Row 60/40 PowerFold® Seat (8 Passenger)

COLOR OFFERINGS

		XL	XLT		★XLT Premium	★XLT Sport	Limited		King Ranch®
		Cloth	Cloth/Leather		Leather	Leather	Leather		Leather
		Stone	Stone	Camel	Camel	Charcoal Black w/Silver Smoke Inserts	Stone	Charcoal Black	Charcoal Black w/King Ranch® Red
	Accent-Color	Body-Color	Body-Color		★Pale Adobe Metallic	★Sterling Gray Metallic	Body-Color		★Pale Adobe Metallic
Paint Name	Order Code	FL	FL/ML	FL/C	4C	3W	2L	2W	5W
Verano Blue Pearl Metallic	F1	■	■	■	■	■	■	■	■
Vermillion Red ¹	F1	■	■	■	■	■	■	■	■
White Platinum Metallic Tri-Coat	U6	■	■	■	■	■	■	■	■
Tuxedo Black Metallic	UH	■	■	■	■	■	■	■	■
Sterling Gray Metallic	U6	■	■	■	■	■	■	■	■
Royal Red Metallic	UK	■	■	■	■	■	■	■	■
Deep Silver Metallic	U6	■	■	■	■	■	■	■	■
★Golden Bronze Metallic	V7	■	■	■	■	■	■	■	■
Desert Wind	Z	■	■	■	■	■	■	■	■

¹ Fleet Only
² Extra Charge

■ = Available

RESOLUTION 2010-369

WHEREAS, the police department will purchase two 2011 Ford Expeditions for police patrol, and

WHEREAS, Anderson Ford of Lincoln, Nebraska was awarded the State bid, contract #12879 OC, and

WHEREAS, the expense, \$59,330.00 is budgeted in the police fiscal 2011 budget:

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase order and subsequent payment is authorized.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item H1

**Consideration of Request from Gordon Glade and Island
Landhandlers, Inc. for a Conditional Use Permit for a Sand and
Gravel Operation Located at 3812 South Blaine Street**

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item H2

**Consideration of Request from Riverside Golf Club for a
Temporary Liquor License Located at 644 South Locust Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: December 21, 2010

Subject: Request from Riverside Golf Club for a Temporary Liquor License Located at 644 South Locust Street

Item #'s: H-2

Presenter(s): RaNae Edwards, City Clerk

Background

Riverside Golf Club located at 2820 Riverside Drive is in the process of expanding and remodeling their facility. They currently have a Class "C" Liquor License which allows for the sale of alcohol on and off sale inside the City limits of Grand Island. They are requesting City Council's permission to use their current liquor license at a temporary location at 644 South Locust Street for approximately 4 to 6 months.

Discussion

The Liquor Control Commission has informed the City Clerk they will approve this request with Council approval. Council action is required and will be forwarded to the Nebraska Liquor Control Commission.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the request for a temporary Liquor License for Riverside Golf Club located at 644 South Locust Street.

Sample Motion

Move to approve the request from Riverside Golf Club, 2820 Riverside Drive for a temporary Liquor License located at 644 South Locust Street.

Riverside Golf Club



RECEIVED

NOV 15 2010

NEBRASKA LIQUOR
CONTROL COMMISSION

November 15, 2010

Nebraska Liquor Control Commission
P. O. Box 95046
Lincoln, Ne 68509

To Whom It May Concern:

Riverside Golf Club is in the process of expanding and remodeling our facility. Beginning in January, we will be relocating our food and beverage service to a temporary location in Grand Island.

We believe that the addition will be done prior to the remodel and that we will be able to get an occupancy permit for that addition. We would possibly use the addition with the food being prepared at the temporary location. We would like to serve alcohol at both the temporary and the addition at the same time.

Also, we would have our snack bar, beverage cart and a half way hut going before we move into the clubhouse that is being remodeled. We would be operating at the temporary location and on the golf course at the same time.

We would like to have the liquor license apply to both the temporary and the permanent locations.

Sincerely,

Randy Wiges,
Manager



Randy Wiges
Club Manager

2820 Riverside Drive
P.O. Box 247
Grand Island, NE 68802-0247

Telephone: 308.382.7298
Fax: 308.382.1376
rw@riversidegolfclub.org

2820 Riverside Drive * PO Box 247 * Grand Island, NE 68802-0247 * Phone: 308-382-7298 * Fax: 308-382-1376
www.riversidegolfclub.org



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item I1

#2010-370 - Consideration of Approving Funding of Economic Development Request for Rogue Manufacturing, Inc.

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Interim City Administrator

Meeting: December 21, 2010

Subject: Approving Economic Development Incentive Agreement with Rogue Manufacturing, Inc.

Item #'s: I-1

Presenter(s): Mary Lou Brown, Interim City Administrator
Mark Stelk, Chairman Citizens' Review Committee

Background

At the May 2003 special election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Economic Development Corporation. The Economic Development Corporation has received an application from Rogue Manufacturing, Inc. for LB 840 funds in the amount of \$50,000.00 to be used for infrastructure and employee incentives. On November 11, 2010, the Executive Board of the GIEDC approved submission of the attached Economic Development Agreement to the Citizens Review Committee (CRC) for consideration and recommendation. The CRC met on December 7, 2010 and approved the request and Agreement for recommendation to the City Council for final action and approval.

Discussion

Rouge Manufacturing, Inc. was started in 2009 by Rick Lockard, Greg Richards, Mike Pipes, and Chuck Costello, former employees of Chief Automotive. They are located at the Central Nebraska Regional Airport. Recently the company moved from a 5,000 square foot building to a building of over 15,000 square feet. The new location had been updated with new electrical service. To comply with new EPA regulations, updated exhaust and air control systems needed to be installed.

They provide fabrication, assembly work, and shipping of personal fitness trampolines for Needak Rebounders of O'Neill. Requested were LB840 funds in the amount of \$35,000 for infrastructure and \$3,000 for five new employees for a total amount of \$50,000. Currently there are seven employees with a request to add five new employees

with an average hourly wage of \$13.50. The new employees to be hired would be welders and assemblers. The Central Nebraska Airport has invested Approximately \$25,000 toward the hanger where Rouge Manufacturing is located and the Airport Board is in favor of this application.

Alternatives

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

1. Move to approve the Economic Development Agreement with Rogue Manufacturing, Inc.
2. Do not approve the Economic Development Agreement with Rogue Manufacturing, Inc.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council consider the resolution authorizing the City to enter into the Economic Development Agreement with Rogue Manufacturing, Inc.

Sample Motion

Move to approve the resolution authorizing the City to enter into the Economic Development Agreement with Rogue Manufacturing, Inc.



PROJECT APPLICATION FOR ECONOMIC DEVELOPMENT PROGRAMS

1. Applicant Business Name Rogue Manufacturing Inc.

Address 3821 Skypark Rd. Grand Island NE, 68801

Telephone (308) 384-1474

Email Address info@roguemfg.com

Business Contact Person Rick Lockard (rick.lockard@roguemfg.com)

Telephone (308) 384-1474 (ext.14)

2. Business Organization: X Corporation Partnership
 Proprietor Other

3. Business Type: Startup x Existing
 Business Buyout Spec Building
 Other _____

4. Project Location: X Within the city limits of Grand Island, Nebraska
 Outside the city limits, but within the 2 mile zoning jurisdiction
 Outside the zoning jurisdiction of Grand Island in (county) _____

5. Product or Services Provided: Fabrication of various agricultural and domestic
metal products as well as some general assembly.

6. Project Description: Rouge Manufacturing has been experiencing increased volume of
fabrication and assembly work. Recently the company moved from a 5,000 square foot
building to a building over 15,000 sq. ft. The new location has been updated with new
electrical. To comply with new EPA regulations, updated exhaust and air control systems
need to be installed. Additional employment of welders and assembly workers need to be
hired.

7. Project Timetable: Updated building requirements will be completed by March 1, 2011.
Employees will be hired over the next two years.

8. Employment Information:

Current number of employees	<u>7</u>	(full-time equivalent)
Proposed number of employees	<u>5</u>	(full-time equivalent)
What is the average hourly wage for all employees?	<u>\$16.00</u>	
Number of new jobs to be created	<u>5</u>	(full-time equivalent)
What would be the average hourly wage for new jobs?	<u>\$13.50</u>	
Number of jobs to be retained, if any	<u>12</u>	(full-time equivalent)

Please describe all benefits which the business provides to employees:

Health/Dental/Vision Insurance and Personal Time Off (PTO)

9. Financing/Incentives Requested: To achieve the necessary production capabilities nine
new employees are needed. Prior to hiring these employees, Rouge Manufacturing is
asking for a grant to aid in the improvements needed for manufacturing. At this time we
are requesting a grant of \$35,000 for infrastructure. A forgivable loan of \$3,000/employee or
\$15,000 for new employees. A total grant request of \$50,000 would be appreciated.

NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

By: Gregory Richards
Gregory Richards

President
Title

Date: 11/02/2010

Grand Island Area Economic Development LB-840 Project Application

Project Name: Rogue Manufacturing

Date Referred to Grand Island Area Economic Development Board: November 11, 2010

Approved: X Disapproved: _____ Date: 11-11-2010

Comments: _____

Signature of President: Marlan Ferguson
Marlan Ferguson

Date Referred to Citizen's Review Committee: December 7, 2010

Approved: X Disapproved: _____ Date: 12/7/2010

Comments: _____

Signature of Chairman: Mark Stelk
Mark Stelk

Date Referred to City Council: _____

Approved: _____ Disapproved: _____ Date: _____

Comments: _____

Signature of Mayor: _____

Margaret Hornady

Jay Vauricek

ECONOMIC DEVELOPMENT AGREEMENT
WITH
ROGUE MANUFACTURING, INC.
3821 Skypark Road
Grand Island, NE 68801
308-384-1474

This Agreement is made by the City of Grand Island, Nebraska (The City), and the Grand Island Area Economic Development Corporation (The Development Corporation) with Rogue Manufacturing, Inc. (Rogue) as follows:

ARTICLE I

BUSINESS AND INCENTIVE PLANS

1. Rogue is in the business of custom steel fabrication and assembly of agricultural and domestic products, including but not limited to service parts, grain handling equipment, galvanized welding, personal training equipment, and miscellaneous fabrication. Rogue has been manufacturing from a five thousand square foot (5,000 sq. ft.) plant located at the Hall County Regional Airport. It has recently leased another building from the Airport Authority which has fifteen thousand square feet (15,000 sq. ft.). Rogue is in the process of retrofitting that building including its entire electrical system. The next part of its plant improvements includes installing exhaust and air control systems which will remove the exhaust from the welding sites and keep the plant over all air quality above EPA's strict standards. The over all cost of the building improvement project will be in excess of Two Hundred Ninety Thousand and No/100 (\$290,000).

Prior to its acquisition of the new facility, Rogue had three (3) full time equivalent employees (FTE's) who were being paid at the average rate of sixteen dollars (\$16.00) per hour. Rogue intends to increase that number to twelve (12) FTE's by the end of 2012. So far Rogue has increased its number of employees to seven (7).

Rogue has filed a Project Application for Economic Development Program which requests the total amount of Fifty Thousand and No/100 Dollars (\$50,000.00) to enhance its ability to complete the project and increase its manufacturing capacity to support the hiring of the additional five (5) FTE's. The average rate of pay of all of the FTE's at the Grand Island facility will be Sixteen Dollars (\$16.00) per hour.

2. The City and The Development Corporation accept the Rogue Application with enthusiasm and in reliance upon the provisions of that Application and upon Rogue's meeting the requirements expressed in this Economic Development Agreement agree to provide the economic incentive grant and job creation incentives set forth in this Agreement.

3. The City and The Development Corporation find that Rogue is a qualifying interstate and international business under The City's Economic Development Program, that the Rogue project qualifies under the Program, that the Project will be of substantial economic benefit to the people of the surrounding area as well as the people of Grand Island, and that the economic incentive grant and job creation incentives set forth below contribute to the fulfillment of the major objective of The City's Economic Development Plan to create new jobs.

ARTICLE II

INFRASTRUCTURE INCENTIVE

To assist Rogue in its expansion and renovation of its Grand Island manufacturing plant as is described in its Application, The City will advance Thirty-five Thousand and No/100 Dollars (\$35,000.00) to Rogue. This amount will be paid within thirty (30) days after the payment is formally approved under The City's Economic Development Program.

This advance will be automatically forgiven when The Development Corporation receives (i) proof the exhaust and air control systems have been purchased and installed by June 1, 2011 and (ii) the certificate required by Article III, below, showing that Rogue has maintained its FTE's at not less than seven (7) with an average wage of Sixteen dollars (\$16.00) per hour throughout 2011. Rogue will then have no obligation to repay the grant. However, if the proof is not received by June 1, 2011, the grant of Thirty-five Thousand and No/100 Dollars (\$35,000.00) will be repayable in full by Rogue to The City. Also, if Rogue does not maintain seven (7) FTE's through December 31, 2011 its Thirty-five Thousand and No/100 Dollars (\$35,000.00) grant will be repayable in full by Rogue to the City.

ARTICLE III

JOB CREATION INCENTIVES

Part 1

Definitions

As used in this Economic Development Agreement the following words and phrases shall mean the follows:

1. Employees means the number of fulltime equivalent persons employed by Rogue at its manufacturing plant in Grand Island, Nebraska, as of the end of the Measuring Year and determined as follows: divide (i) the total number of regular time hours that Rogue paid Employees to work during the Measuring Year [including forty (40) hours per week for each week worked by each fulltime salaried Employee] by (ii) 2080.

2. Year means the twelve (12) consecutive month period ending on December 31 each year during the term of this Agreement.

3. Employment Certificate means a written statement reporting the employment for the year at the Grand Island manufacturing plant certified to be true and correct by the Treasurer and attested by the President of the company. It shall be delivered to The Development Corporation within thirty (30) days after the end of each of the years 2010, 2011, 2012, 2013, 2014, and 2015. Certificates shall be delivered to The Development Corporation for each of those years. It shall state (i) the total number of regular time hours for which Rogue paid hourly Employees for working at the manufacturing plant in Grand Island, (ii) the number of fulltime salaried Employees and the number of weeks each were employed by Rogue at Grand Island, Nebraska, during the applicable year, (iii) the number of Employees as of the last day of the year, and (iv) the total of the gross wages paid that year to those Employees who are included in the items (i) and (ii) of this paragraph. The Certificate shall also state that all of the Employee benefit programs referred to in paragraph 5 of Part 2 of this Article III continue to be in full force and effect.

Part 2

Employment, Pay and Benefits Requirements

Rogue shall meet each of the following employment requirements:

1. At the year ending on December 31, 2010, Rogue must have not less than seven (7) employees on its payroll.

2. For the year ending December 31, 2011, Rogue must have employed not less than seven (7) FTE's.

3. For each of the years ending on December 31, in 2012, 2013, 2014, and 2015, Rogue must have employed at least twelve (12) FTE's.

4. For each year ending on December 31, 2011 through 2015, inclusive, the average hourly rate of pay for the regular time hours worked by the FTE's must be not less than Sixteen and No/100 Dollars (\$16.00) per hour. The average rate of pay shall be determined each year by dividing the gross regular time wages paid during the reporting year by the number of fulltime equivalent persons employed that year.

5. During each of the years ending on December 31, in each of the years 2010 through 2015 Rogue shall continue all of Employee benefit plans described in its Project Application for Economic Development Programs dated November 2, 2010.

Part 3

Monetary Provisions

1. Not later than thirty days (30) after The Development Corporation receives from Rogue the Employment Certificate for the year ending December 31, 2010, required by paragraph 1 of Part II of Article III of this Agreement and funds are approved under The City's Economic Development Program, The City will advance Rogue Fifteen Thousand and No/100 Dollars (\$15,000.00) to assist in the development of the proposed Five (5) new jobs.

2. If as of December 31 in each of the years ending in 2013 through 2015, inclusive (The Forgiveness Years), Rogue has met each of the employment, pay and benefit requirements for that year and every prior year beginning with 2010, then within thirty (30) days after The Development Corporation receives the Employment Certificate required for that Forgiveness Year, The City will give Rogue formal notice that Five Thousand and No/100 Dollars (\$5,000.00) of the original advance of Fifteen Thousand and No/100 Dollars (\$15,000.00) is then forgiven and Rogue shall have no further obligation with regard to any forgiven amount.

3. If Rogue fails to meet all of the employment, pay and benefit requirements set out in Part 2 of this Article III for the year ending December 31, 2011 or any subsequent year then the total amounts, if any, theretofore forgiven under the provisions of this Part 3 of Article III for each prior year's performance shall be deducted from the advance of Fifteen Thousand and No/100 Dollars (\$15,000.00) and Rogue shall repay the balance to The City. The balance shall become due on the

last day of the first year in which the employment, the pay or benefit requirement was not attained or became unattainable and shall be paid with interest on the unpaid balance at the rate of six percent (6%) per annum from the date of the advance until paid in full.

4. If at any time prior to December 31, 2015, Rogue transfers ownership or operation of its Grand Island manufacturing plant to any entity of which Rogue Manufacturing, Inc. does not have and maintain at least eighty percent (80%) of the corporate stock if it is a corporation or eighty percent (80%) of the voting and management rights if it is not a corporation, then at or before the effective date of the transfer Rogue shall repay to The City that portion of the Fifty Thousand and No/100 Dollars (\$50,000.00) advanced under Articles II and III which has not theretofore been forgiven. The payment shall be due upon the effective date of the transfer and shall be paid with interest computed at the rate of six percent (6%) per annum from that date until the entire balance of principal and interest is paid in full.

ARTICLE IV

LEGAL EFFECT

1. Upon request Rogue shall furnish The Development Corporation and The City such additional documentation and information as either may reasonably request to satisfy the requirements of The City's Economic Development Program and to evidence Rogue's performance of the requirements of this Agreement.

2. This Economic Development Agreement contains all of the agreements and understandings between The Development Corporation, The City and Rogue relative to the provisions hereof and supersedes any and all prior agreements and understandings whether written or oral concerning economic development grants or incentives. No additions or changes to this Agreement shall be effective until they are reduced to a writing signed by all three (3) parties to this Agreement.

3. The provisions of this Agreement are fully binding upon The Development Corporation, The City and Rogue, and their respective successors.

Dated this 11-15-10 day of November, 2010.

DEVELOPMENT CORPORATION

By Marlan Ferguson
Marlan Ferguson, President

By Greg Richards
Printed Name: Greg Richards
Title: President

THE CITY OF GRAND ISLAND

By Margaret Hornady, Mayor
Jay Vauricek

RESOLUTION 2010-370

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Rogue Manufacturing, Inc. has applied for a forgivable loan for job incentive and infrastructure in the amount of \$50,000.00 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation and was approved on December 7, 2010 by the Citizens Advisory Review Committee; and

WHEREAS, Rogue Manufacturing, Inc. will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Rogue Manufacturing, Inc. as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and Rogue Manufacturing, Inc., to provide \$50,000.00 in economic assistance to Rogue Manufacturing, Inc., to be used for expanding its business in Grand Island is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2010	☐ City Attorney



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item I2

**#2010-371 - Consideration of Approving Appointment of Interim
Public Works Director Gary Mader**

Staff Contact: Mayor Vavricek

Council Agenda Memo

From: Mayor Jay Vavricek

Meeting: December 21, 2010

Subject: Interim Public Works Director Appointment
Recommendation

Item #'s: I-2

Presenter's: Mayor Jay Vavricek

Background

With the impending resignation of Public Works Director Steve Riehle to be effective January 7, 2011, it's important to provide leadership in this department thereafter while Human Resources seeks to identify a capable replacement. Public Works involves many diverse functions and a director of this department needs to have an engineering background, a sense of the functionality of this department within the city and one who understands the expectations of service to rate payers and tax payers. To select someone for interim leadership while shouldering current employment demands it is imperative they be able to balance the workload and priorities of two departments as well as have a sense of management and supervisory capacities. These are the ingredients that would form an interim recommendation as identified by Interim City Administrator Brown, Human Resources Director Sutherland and Mayor Vavricek with the goal of doing right by individuals and the best long term interests of the people of Grand Island.

Discussion

In order to confidently determine a recommendation to serve in the capacity of Interim Public Works Director, the factors described above were best served by one person... a long time member of the City of Grand Island, one who has an engineering background, one who has the understanding of department management with the capacities associated to command a work force and effectively complete specific assignments with a long track record of success as a department director and not deter from his department's future effectiveness. Therefore the recommendation for the best person to fill this role is Utility Department Director Gary Mader. Pending Council approval, Mr. Mader will assume the duties of Interim Public Works Director on January 10, 2011.

Gary Mader attended Colorado State University and received a Bachelor of Science Degree in Mechanical Engineering. He is a 36 year employee of the City of Grand Island. He has served five years as a Mechanical Engineer in the Utilities Department, the Construction Engineer of the Platte Generating Station, and later in charge of the Production Division of the Utilities Department for four years until promoted to Utilities Director in 1986. Mr. Mader has admirably served as director for over 24 years and is no stranger to emergency response. As a wise steward of a department who understands redundancy and has excellent supervisory management skills, he has the ability to not impact the on going's effectiveness of his department while he is asked to shoulder additional responsibilities as Interim Public Works Director.

Mr. Mader is at the top step in his pay scale and therefore to compensate him for the increased responsibility he will take on with a department as large and diverse as Public Works, the compensation should create an incentive for the highest measure of employee performance. As there is not a step in the Public Works Director pay scale to place Mr. Mader in, I am recommending a monthly stipend of \$900 per month. He will wear two hats while serving in this position. He will serve as the Utilities Director and the Interim Public Works Director concurrently.

I am confident he has the skill sets, the knowledge, the intelligence, and the management capacities and as a 36 year member of our community knows the importance of what his performance and service this interim capacity means to the people of our Grand Island.

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 Gary Mader be appointed Interim Public Works Director.

Sample Motion

Move to appoint Gary Mader Interim Public Works Director.

RESOLUTION 2010-371

WHEREAS, under City Code, 2 - 41, the office of Public Works Director for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, the Mayor, with the approval of the City Council, may appoint the position of Public Works Director; and

WHEREAS, the position will become vacant and an interim appointment may be made; and

WHEREAS, the Mayor has recommended the appointment of Gary Mader as the Interim Public Works Director effective as of January 10, 2010 until such time as a replacement is appointed; and

WHEREAS, Mr. Mader will be compensated at a rate of \$900 per month prorated as appropriate for services tendered.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Gary Mader is hereby duly appointed the Interim Public Works Director for the City of Grand Island, Nebraska, .

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item I3

**#2010-372 - Consideration of Approving Appointment of Interim
City Engineer Terry Brown**

Staff Contact: Mayor Vavricek

Council Agenda Memo

From: Mayor Jay Vavricek

Meeting: December 21, 2010

Subject: Interim City Engineer Mayoral Recommendation

Item #'s: I-3

Presenter(s): Mayor Jay Vavricek

Background

State Statute and Grand Island City Code specifies the need to designate a City Engineer within the Public Works Department of the City of Grand Island. The current City Engineer is Steve Riehle. As Public Works Director, Steve's resignation relative to both positions will become effective January 7, 2011. Therefore, it is necessary to make a recommendation in order to maintain the on going work of the Public Works Department. A capable replacement with an accredited engineering degree to serve in the capacity as Interim City Engineer is necessary and has been identified to be Terry Brown.

Discussion

Terry Brown received a Bachelor of Science Degree in Civil Engineering from the University of Nebraska Lincoln. He has over 20 years of experience as a consultant, is a registered Professional Engineer in our state and has significant background as a Senior Design Engineer with Ross Engineering in Lincoln, a Senior Project Manager for Snyder and Associates in Ankeny, Iowa and as a Senior Project Manager for Olsson Associates for seven years. Terry has been an employee of the City of Grand Island Public Works Department as Manager of Engineering Services since July 2010 and serves as the head of the Engineering Division.

Therefore, I am confident he has the accreditation and previous engineering experience, and as a valued employee within the Public Works Department, I am confident this recommendation is in the best interests of the effectiveness of the department, meets the qualifications necessary under State law and Grand Island City Code and as Interim City Engineer best serves the people of Grand Island. Mr. Brown's appointment will be effective January 10, 2011 with Council approval.

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 appointment of Terry Brown as Interim City Engineer.

Sample Motion

Move to approve Terry Brown as Interim City Engineer.

RESOLUTION 2010-372

WHEREAS, under Neb. Rev. Stat., §16-308, the office of City Engineer for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, the Mayor, with the approval of the City Council, may appoint the position of City Engineer; and

WHEREAS, the position will become vacant and an interim appointment may be made; and

WHEREAS, the Manager of Engineering Services is a licensed professional engineer and meets the statutory requirement for a City Engineer; and

WHEREAS, the Mayor has recommended the appointment of Terry Brown as the Interim City Engineer effective as of January 10, 2010 until such time as a replacement is appointed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Terry Brown is hereby duly appointed the Interim City Engineer for the City of Grand Island, Nebraska, .

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item I4

**#2010-374 - Consideration of Approving Appointment of Interim
City Attorney Jason Eley**

Staff Contact: Mayor Vavricek

Council Agenda Memo

From: Mayor Jay Vavricek

Meeting: December 21, 2010

Subject: Interim City Attorney Mayoral Recommendation

Item #'s: I-4

Presenter(s): Mayor Jay Vavricek

Background

State Statute and Grand Island City Code specifies the need to designate a City Attorney to carry out the duties and responsibilities of the legal department for the City of Grand Island. City Attorney Dale Shotkoski has accepted a position to serve as the future City Attorney of Fremont, Nebraska and has submitted his resignation to the City of Grand Island to be effective January 14, 2011. Therefore a need to designate an Interim City Attorney is necessary. Future recommendations will be tendered to the City Council as how to best address the effectiveness and responsibilities of the City's legal department going forward. Therefore a recommendation to serve in this capacity is in order to fill this interim time period effective January 17, 2010.

Discussion

The recommendation to serve as Interim City Attorney has been determined to be Grand Island Assistant City Attorney Jason Eley. Mr. Eley graduated college from the University of Vermont at Burlington with a Bachelors of Science degree in Natural Resources and received his Juris Doctorate from Vermont Law School in South Royalton, Vermont.

Prior to his employment within the City of Grand Island, Mr. Eley worked as a prosecuting attorney for the State of New Mexico, worked as an Associate Attorney for the Law Offices of James R. McDonald in Gunnison, Colorado and has experience in civil and criminal case work and practiced Family and Construction law. He is a member in good standing of the bar in Colorado, New Mexico, Vermont and Nebraska.

While currently serving as Assistant City Attorney, Jason is best suited to continue to direct the needs of the legal department once Mr. Shotkoski's resignation is effective. He

will have the ability to better tend to the city's most urgent needs and carry out legal responsibilities as Interim City Attorney.

My recommendation for all concerned and recognizing the demands of the job while taking on increased responsibility should reflect compensation that creates an incentive for the highest measure of employee performance and recognizing the difficulty change creates. As an interim, a promotional compensation for Mr. Eley's salary will reflect an increase pursuant to the City Personnel Rules and Regulations. Mr. Eley will be placed in step one of the City Attorney pay scale. Mr. Eley is currently in step three of the Attorney pay scale which is \$63, 308.75. Step one of the City Attorney pay scale is \$77,438.40. While serving as Interim City Attorney Mr. Eley will wear both hats in the Legal Department as he continues to handle the daily prosecutorial duties and procurement, as well as the duties associated with the director's role. There is no negative impact on the budget during this interim period.

I am confident this recommendation is in the best interests of the effectiveness of the department; meet the qualifications necessary under State Statute and Grand Island City Code and as Interim City Attorney best serves the people of Grand Island.

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 Jason Eley as Interim City Attorney.

Sample Motion

Move to approve Jason Eley as interim City Attorney.

RESOLUTION 2010-373

WHEREAS, under Neb. Rev. Stat., §16-308, the office of City Attorney for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, the Mayor, with the approval of the City Council, may appoint the position of City Attorney; and

WHEREAS, the position will become vacant and an interim appointment may be made; and

WHEREAS, the Mayor has recommended the appointment of Jason Eley as the Interim City Attorney effective January 17, 2010 until such time as another appointment is made: and

WHEREAS, Mr. Eley will be compensated at step one of the City Attorney pay scale during the interim in compliance with the City Personnel Rules.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Jason Eley is hereby duly appointed the Interim City Attorney for the City of Grand Island, Nebraska,

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 21, 2010.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item J1

Approving Payment of Claims for the Period of December 8, 2010 through December 21, 2010

The Claims for the period of December 8, 2010 through December 21, 2010 for a total amount of \$3,985,046.55. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, December 21, 2010

Council Session

Item J2

Approving Payment of Claims for the Period of December 8, 2010 through December 21, 2010 for the Veterans Athletic Field Complex

The Claims for the Veterans Athletic Field Complex for the period of December 8, 2010 through December 21, 2010 for the following requisition.

#32 \$111,808.98

A MOTION is in order.

Staff Contact: Mary Lou Brown

FORM OF REQUISITION

REQUISITION NO. 32

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

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Diamond Engineering Co	PO Box 1327 Grand Island, NE 68802	\$57,619.42	Concrete work
Diamond Engineering Co	PO Box 1327 Grand Island, NE 68802	\$10,400.40	Concrete work
Diamond Engineering Co	PO Box 1327 Grand Island, NE 68802	\$17,039.69	Concrete work
Diamond Engineering Co	PO Box 1327 Grand Island, NE 68802	\$2,867.27	Concrete work
State Steel of Nebraska	PO Box 3224 Sioux City, IA 51102	\$184.00	I beams for scoreboards
State Steel of Nebraska	PO Box 3224 Sioux City, IA 51102	\$308.00	I beams for scoreboards
State Steel of Nebraska	PO Box 3224 Sioux City, IA 51102	\$924.00	I beams for scoreboards
Tri-Valley Builders	PO Box 2341 Grand Island, NE 68802	\$22,466.20	Building relocation

The undersigned hereby certifies that:

(a) The amount requested for payment is for payment or reimbursement for a cost or costs of said Project, has not formed the basis of a previous request for payment and is now due and owing;

(b) A bill or bills or other evidence of each obligation of Lessee is attached herewith; and

(c) Owner will indemnify and hold Agent harmless from and against all claims, losses and damages, including legal fees and expenses that may be incurred in connection with the disbursement requested hereby.

In the event that the Payee named on this Requisition is a person, firm or corporation to which reimbursement is due for payment previously paid by such person, firm or corporation for the cost of the Project or portion thereof, written evidence of such prior payment and the amount thereof is also attached to this Requisition.

Executed this 16 day of December
2016.

CITY OF GRAND ISLAND,
NEBRASKA, as Owner

By Mary Lou Brown
Owner Representative

Schedule of BillsVendor

<u>Org</u>	<u>Object</u>	<u>Name/Number</u>	<u>Description</u>	<u>Invoice</u>	<u>PO #</u>	<u>WO#</u>	<u>Check #</u>	<u>Amount</u>
40044450		PARKS & RECREATION						
90027		MISCELLANEOUS PARK PROJECTS						
1	8505	SIGNATURE FENCING & FLOORING	PICKET FENCE PANELS	29657	23830		160752	300.62
1	8505	SIGNATURE FENCING & FLOORING	PICKET FENCE PANELS	29657	23830		160752	898.00
90122		ATHLETIC COMPLEX						
1	154	DIAMOND ENGINEERING CO	ADDITIONAL CONCRETE FLATWORK SEC A & B-FINAL	PMT 5-11/29/10			160612	57,619.42
1	154	DIAMOND ENGINEERING CO	CONCRETE FOR DRIVEWAYS ETC.	11/19/10			160612	10,400.40
1	154	DIAMOND ENGINEERING CO	FINAL-PAVING IMPROVEMENT VETS FIELD SEC A & B	PMT 5 11/29/10			160612	17,039.69
1	154	DIAMOND ENGINEERING CO	PAVING IMPROVEMENTS SEC. "C" - FINAL	PMT 5 - 11/29/10			160612	2,867.27
1	96	STATE STEEL SUPPLY CO	I-BEAMS FOR SCOREBOARDS	G1289491			160761	184.00
1	96	STATE STEEL SUPPLY CO	SCOREBOARD I-BEAMS	G1289489			160761	308.00
1	96	STATE STEEL SUPPLY CO	SCOREBOARD I-BEAMS	G1289490			160761	924.00
1	401	TRI VALLEY BUILDERS INC	RELOCATION/RECONSTRUCTION	11/22/10-PAY EST 2			160773	22,466.20

40044450 Org Total

113,007.60

COPY

0.*

57,619.42 +

10,400.40 +

17,039.69 +

2,867.27 +

184.00 +

308.00 +

924.00 +

22,466.20 +

008

111,808.98*

CITY OF GRAND ISLAND

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

CITY OF GRAND ISLAND, NEBRASKA

PAYMENT NO. 5

DATE: 11/29/2010

PAVING IMPROVEMENTS VETERANS ATHLETIC FIELD

Final Payment

Item No.	Description	Price Bid	Plan Quantities	Total Cost	Quantities Placed	Total Amount Completed	Amt. Paid Prev. Est.	Total Due This Est.
1	BID SECTION A	\$ -		\$ -		\$ -		\$ -
2	6" Concrete Pavement w/Integral Curb	\$ 23.20	12660.00 s.y.	\$ 293,712.00	12719.88 s.y.	\$ 295,101.22	\$ 294,988.00	\$ 113.22
3	6" Concrete Sidewalk	\$ 24.30	414.00 s.y.	\$ 10,060.20	414.18 s.y.	\$ 10,064.57	\$ 10,060.20	\$ 4.37
4	Detectable Warning Plate	\$ 120.00	8.00 e.a.	\$ 960.00	8.00 e.a.	\$ 960.00	\$ 960.00	\$ -
5	Earthwork	\$ 1,335.00	1.00 l.s.	\$ 1,335.00	1.00 l.s.	\$ 1,335.00	\$ 1,321.65	\$ 13.35
6		\$ -		\$ -		\$ -		\$ -
7	BID SECTION B	\$ -		\$ -		\$ -		\$ -
8	6" Concrete Pavement w/Integral Curb	\$ 23.15	2504.00 s.y.	\$ 57,967.60	2504.00 s.y.	\$ 57,967.60	\$ 57,967.60	\$ -
9	Earthwork	\$ 630.00	1.00 l.s.	\$ 630.00	1.00 l.s.	\$ 630.00	\$ 623.70	\$ 6.30
10		\$ -	l.f.	\$ -	l.f.	\$ -		\$ -
11	Contract Modification	\$ 24.30	2400.00 s.y.	\$ 58,320.00	2313.82 s.y.	\$ 56,225.83		\$ 56,225.83
12	Contract Modification savings #2	\$ 24.30	-86.18 s.y.	\$ (2,094.17)	0 s.y.	\$ -		\$ -
13	Section A overrun	\$ 23.20	59.88 s.y.	\$ 1,389.22	s.f.	\$ -		\$ -
14	Section B overrun	\$ 24.30	0.18 s.y.	\$ 4.37	s.y.	\$ -		\$ -
15		\$ -	s.y.	\$ -	s.y.	\$ -		\$ -
16		\$ -	s.y.	\$ -	s.y.	\$ -		\$ -
17		\$ -	l.f.	\$ -	l.f.	\$ -		\$ -
18		\$ -	l.f.	\$ -	l.f.	\$ -		\$ -
19		\$ -	l.f.	\$ -	l.f.	\$ -		\$ -
20		\$ -	ea.	\$ -	ea.	\$ -		\$ -
21		\$ -	ea.	\$ -	ea.	\$ -		\$ -
22		\$ -	l.s.	\$ -	l.s.	\$ -		\$ -
23		\$ -	ea.	\$ -	ea.	\$ -		\$ -
TOTAL PROJECT COST:				\$ 422,284.22		\$ 422,284.22	\$ 365,921.15	\$ 56,363.07
							Plus 5% retainage	\$ 18,296.04
							Total Due	\$ 74,659.11

DIAMOND ENGINEERING CO.

CITY OF GRAND ISLAND

Signed *Paul C. Haring* Date 11/23/10

Signed *Steve Hark* Date 11-29-10

Voucher #

PO # 1703949-22117 and 23677-51,619.42

Vendor # 154

Invoice # 5-11/29/10 Sections A+B Final

Description Paving Improvements Sections A-B

Approved by *[Signature]* Date 11/29/10

Org-obj# 40044450-90122 Amount

74,659.11 Page 1



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

Purchase Order

Fiscal Year 2010

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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

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

Purchase Order # **22117-00**

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DIAMOND ENGINEERING CO
PO BOX 1327
GRAND ISLAND NE 68802

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

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

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
			21518			
Date Ordered	Vendor Number	Entered By	Requested By	Department/Location		
01/19/2010	154	pattib	Patti Buettner	PARKS & RECREATION		
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	PAVING IMPROVEMENTS AT THE NEW VETERANS ATHLETIC FIELD COMPLEX AS PER BID, SECTIONS A AND B. RESOLUTION #2009-302. 40044450 - 90122		1.0	JOB	\$364,664.800	\$364,664.80
	40044450 - 90122					

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

PO Total **\$364,664.80**



Page 1 of 1

Purchase Order # 23677-00

SHIP TO
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

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

PO Total	\$58,320.00
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CONTRACTOR:
DIAMOND ENGINEERING CO.
P.O. BOX 1327
GRAND ISLAND, NE 68802

CITY OF GRAND ISLAND, NEBRASKA
PAVING IMPROVEMENTS VETERANS ATHLETIC FIELD

PAYMENT NO. 1
DATE: 11/19/2010
Final Payment

Item No.	Description	Price Bid	Plan Quantities	Total Cost	Quantities Placed	Total Amount Completed	Amt. Paid Prev. Est.	Total Due This Est.
PURCHASE ORDER #23809								
1	Labor and material to build driveways for maintenance building and equipment crossings for ball fields.	\$ 24.30	428.00 s.y.	\$ 10,400.40	428.00 s.y.	\$ 10,400.40	\$ -	\$ 10,400.40
TOTAL PROJECT COST:				\$ 10,400.40		\$ 10,400.40	\$ -	\$ 10,400.40

Total Due \$ 10,400.40

DIAMOND ENGINEERING CO.

CITY OF GRAND ISLAND

Signed *Paul E. Shering* Date 11/23/10

Signed *[Signature]* Date 11-29-10

Voucher #

PO #	23809	
Vendor #	154	
Invoice #	11/19/10	
Description	Build Driveways	
Approved by	<i>[Signature]</i>	Date 11-29-10
Org-obj#		Amount

40044450-90122

10,400.40



Purchase Order

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

Fiscal Year 2011

Page 1 of 1

BILL TO
PARKS ADMINISTRATION
100 E 1ST ST
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308-385-5488 FAX

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Purchase Order #	23809-00

VENDOR
DIAMOND ENGINEERING CO
PO BOX 1327
GRAND ISLAND NE 68802

SHIP TO
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	
				23488			
Date Ordered		Vendor Number		Entered By		Requested By	
11/05/2010		154		pattib		Patti Buettner	
						Department/Location	
						PARKS & RECREATION	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
-	LABOR AND MATERIALS TO BUILD DRIVEWAYS FOR MAINTENANCE BUILDING AND EQUIPMENT CROSSINGS FOR BALL FIELDS. 450 SQ YDS PLUS OR MUNIS AT \$24.30 PER YARD. 40044450 - 90122			450.0 428	SQYD	\$24.300	\$10,935.00 10,400.40
							\$10,935.00

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

PO Total **\$10,935.00**



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

CITY OF GRAND ISLAND, NEBRASKA
PAVING IMPROVEMENTS VETERANS ATHLETIC FIELD

PAYMENT NO. 5
DATE: 11/29/2010
Final Payment

Item No.	Description	Price Bid	Plan Quantities	Total Cost	Quantities Placed	Total Amount Completed	Amt. Paid Prev. Est.	Total Due This Est.
1	BID SECTION C	\$ -		\$ -		\$ -		\$ -
2	6" Concrete Pavement w/Integral Curb	\$ 23.15	2445.00 s.y.	\$ 56,601.75	2445.00 s.y.	\$ 56,601.75	\$ 56,601.75	\$ -
3	Earthwork	\$ 625.00	1.00 s.y.	\$ 625.00	1.00 s.y.	\$ 625.00	\$ 618.75	\$ 6.25
4		\$ -	0.00 e.a.	\$ -	e.a.	\$ -		\$ -
5		\$ -	0.00 l.s.	\$ -	l.s.	\$ -		\$ -
6		\$ -		\$ -		\$ -		\$ -
7		\$ -		\$ -		\$ -		\$ -
TOTAL PROJECT COST:				\$ 57,226.75		\$ 57,226.75	\$ 57,220.50	\$ 6.25
							Plus 5% retainage	\$ 2,861.02
							Total Due	\$ 2,867.27

DIAMOND ENGINEERING CO.

CITY OF GRAND ISLAND

Signed Frank C. Leasing Date 11/23/10

Signed [Signature] Date 11-29-10

Voucher #

PO #	22118
Vendor #	154
Invoice #	5-11/29/10 Section C
Description	Paving Improvements Section C Final
Approved by	[Signature] Date 11/29/10
Org-obj#	Amount

40044450-90122

2,867.27



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(308) 385-5444 Ext 193

Purchase Order

Fiscal Year 2010

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PACKAGES AND SHIPPING PAPERS

Purchase Order # **22118-00**

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DIAMOND ENGINEERING CO
PO BOX 1327
GRAND ISLAND NE 68802

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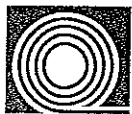
PARKS ADMINISTRATION
100 E 1ST ST
PO BOX 1968
GRAND ISLAND, NE 68801
308-385-5444 EXT 290
308-385-5488 FAX

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

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				21520			
Date Ordered		Vendor Number		Entered By		Requested By	
01/19/2010		154		pattib		Patti Buettner	
						Department/Location	
						PARKS & RECREATION	
Item#	Description/Part No			Qty	UOM	Unit Price	Extended Price
-	PAVING IMPROVEMENTS AT THE NEW VETERANS ATHLETIC FIELD COMPLEX AS PER BID FOR SECTION "C".			1.0	JOB	\$57,226.750	\$57,226.75
	40044450 - 90122						\$57,226.75
	40044450 - 90122						\$57,226.75

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

PO Total \$57,226.75



State Steel

of Nebraska

☐ STATE STEEL SUPPLY COMPANY OF NEBRASKA
☐ PHONE (308) 381-2040
☐ TOLL FREE 800-658-4352

INVOICE

GI289491

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GRAND ISLAND PARKS DEPT 20960
P.O. BOX 1968
GRAND ISLAND, NE 68801

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GRAND ISLAND PARKS DEPT 20960
P.O. BOX 1968
GRAND ISLAND, NE 68801

PLEASE REMIT TO:
P.O. BOX 3224
SIOUX CITY, IA 51102

TERMS	CUST. NO.	SOLD BY	SHIP VIA	E.O.B.	SHIP DATE	INVOICE DATE
1/2% 10 net 30	20960	RW	CPU	GI	11/ 9/10	11/10/10

REFERENCE	QUANTITY	DESCRIPTION	WEIGHT	PRICE / UNIT	NET
S01105MD005 00021128-00	1 PC	HOT ROLLED I-BEAM 6 x 12.5# x 20'0" SAW (8PC) @ 30"		250LB 61.60/CW	\$154.00
			TOL +/-1/8"		
S01105MD005 00021128-00	0 PC	SAW CUTTING 0		1PC 30.00/PC	\$30.00

Amount Due

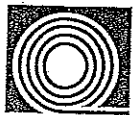
\$ 184.00
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\$ 184.00

Voucher #

PO#	21128		
Vendor #	96		
Invoice #	289491		
Description	I-beams for scoreboards		
Approved by		Date	11-22-10
Org-obj#	40044450-90122	Amount	184.00

\$ 0.92 DISCOUNT ALLOWED IF PAID BY: 11/20/10
CREDIT WILL NOT BE ALLOWED ON MATERIAL RETURNED WITHOUT AUTHORIZATION



State Steel

of Nebraska

- ☐ STATE STEEL SUPPLY COMPANY OF NEBRASKA
- ☐ PHONE (308) 381-2040
- ☐ TOLL FREE 800-658-4352

INVOICE

GI289489

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GRAND ISLAND PARKS DEPT
P.O. BOX 1968
GRAND ISLAND, NE 68801

20960

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GRAND ISLAND PARKS DEPT
P.O. BOX 1968
GRAND ISLAND, NE 68801

20960

↓ PLEASE REMIT TO: ↓
P.O. BOX 3224
SIOUX CITY, IA 51102

TERMS	CUST. NO.	SOLD BY	SHIP VIA	F.O.B.	SHIP DATE	INVOICE DATE
1/2% 10 net 30	20960	RW	CPU	GI	11/ 9/10	11/10/10

REFERENCE	QUANTITY	DESCRIPTION	WEIGHT	PRICE / UNIT	NET
S01004MD005 23573-00	1 PC	HOT ROLLED I-BEAM 6 x 12.5# x 40'0"	500LB	61.60/CW	\$308.00

Amount Due

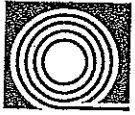
\$ 308.00
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\$ 308.00

Voucher #

PO #	23573
Vendor #	96
Invoice #	289489
Description	I-beams for scoreboards
Approved by	<i>[Signature]</i>
Org-obj#	40044450 - 90122
Date	11-22-10
Amount	308.00

\$ 1.54 DISCOUNT ALLOWED IF PAID BY: 11/20/10
CREDIT WILL NOT BE ALLOWED ON MATERIAL RETURNED WITHOUT AUTHORIZATION



State Steel

of Nebraska

- ☐ STATE STEEL SUPPLY COMPANY OF NEBRASKA
- ☐ PHONE (308) 381-2040
- ☐ TOLL FREE 800-658-4352

INVOICE

GI289490

SHIP TO

GRAND ISLAND PARKS DEPT
P.O. BOX 1968
GRAND ISLAND, NE 68801

20960

SHIP TO

GRAND ISLAND PARKS DEPT
P.O. BOX 1968
GRAND ISLAND, NE 68801

20960

PLEASE REMIT TO:
P.O. BOX 3224
SIOUX CITY, IA 51102

TERMS	CUST. NO.	SOLD BY	SHIP VIA	F.O.B.	SHIP DATE	INVOICE DATE
1/2% 10 net 30	20960	RW	CPU	GI	11/ 9/10	11/10/10

REFERENCE	QUANTITY	DESCRIPTION	WEIGHT	PRICE / UNIT	NET
S01004MD004 23573-00	1 PC	HOT ROLLED I-BEAM 6 x 12.5# x 40'0"	500LB	61.60/CW	\$308.00
S01004MD004 23573-00	2 PC	HOT ROLLED I-BEAM 6 x 12.5# x 40'0"	1000LB	61.60/CW	\$616.00

Amount Due

\$ 924.00

\$ 924.00

Voucher #

PO #	23573
Vendor #	96
Invoice #	289490
Description	I-beams for scoreboards
Approved by	<i>[Signature]</i>
Org-obj#	40044450-90122
Date	11-22-10
Amount	924.00

\$ 4.62 DISCOUNT ALLOWED IF PAID BY: 11/20/10
CREDIT WILL NOT BE ALLOWED ON MATERIAL RETURNED WITHOUT AUTHORIZATION



Purchase Order

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

Fiscal Year 2011

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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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STATE STEEL SUPPLY CO
PO BOX 5106
GRAND ISLAND NE 68802-5106

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

THIS NUMBER MUST APPEAR ON ALL INVOICES PACKAGES AND SHIPPING PAPERS	
Purchase Order #	23573-00

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

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
			25			
Date Ordered	Vendor Number	Entered By	Requested By	Department/Location		
10/04/2010	96	pattib	Patti Buettner	PARKS & RECREATION		
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	HOT ROLLED I-BEAMS FOR SCOREBOARD MOUNT 40044450 - 90122		8.0	Each	\$154.000	\$1,232.00
	40044450 - 90122					\$1,232.00

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

PO Total **\$1,232.00**



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: GRAND ISLAND
P.O. BOX 1968

GRAND ISLAND NE 68802-

FROM CONTRACTOR: BUILDERS, INC.
P.O. BOX 2341

GRAND ISLAND NE 68802-

PROJECT LOCATION AND RECONSTRUCTION OF PURPOSE BUILDING VETERANS ATHLETIC FIELD COMPLEX-PURCHASE ORDER 22860-00

VIA ARCHITECT:

APPLICATION NO. 11/22/2010

PERIOD TO 40044450 - 90123

CITY OF GRAND ISLAND

CONTRACT DATE: 06/03/2010

PROJECT NOS:

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

Approved by: [Signature] Date: 11-29-10

Description: Building Relocation

Invoice # 401

Vendor # 22860

partial payment

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 88,000.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 88,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 49,982.40

5. RETAINAGE:

- a. % of Completed Work (Columns D + E on G703) 4,998.25
- b. % of Stored Material (Column F on G703) 4,998.25

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 4,998.25

6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total) \$ 44,984.15

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 22,517.95

8. CURRENT PAYMENT DUE \$ 22,466.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) \$ 43,015.85

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$	\$
Total approved this month	\$	\$	\$
TOTAL	\$	\$	\$
NET CHANGES by Change Order	\$	\$	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

CONTRACTOR: BUILDERS, INC.

By: [Signature]

State: Nebraska

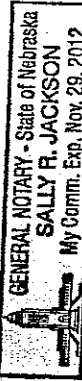
County of: Hall

Subscribed and sworn to before me this 29th day of November 2010

Notary Public: Sally R. Jackson

My commission expires: Nov. 29, 2012

Date: 11-29-10



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document G702™, Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PAY EST 2

11/22/2010

11/22/2010

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
010	GENERAL REQUIREMENTS	12,886.00	6,433.00	5,148.40	0.00	11,579.40	1,286.60	1,157.94
020	SITework	13,500.00	4,050.00	9,450.00	0.00	13,500.00	0.00	1,350.00
030	CONCRETE	11,903.00	7,736.95	4,166.05	0.00	11,903.00	0.00	1,190.31
040	MASONRY	16,000.00	0.00	0.00	0.00	0.00	16,000.00	0.00
050	METALS	2,000.00	1,800.00	200.00	0.00	2,000.00	0.00	200.00
060	CARPENTRY	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
070	THERMAL MOISTURE	2,100.00	0.00	0.00	0.00	0.00	2,100.00	0.00
080	HOLLOW METAL	500.00	0.00	0.00	0.00	0.00	500.00	0.00
092	DRYWALL	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
098	FLOOR COVERING	100.00	0.00	0.00	0.00	0.00	100.00	0.00
100	MISC. SPECIALTIES	1,200.00	0.00	0.00	0.00	0.00	1,200.00	0.00
130	PRE ENGINEERED BLDG.	6,000.00	0.00	6,000.00	0.00	6,000.00	0.00	600.00
150	PLUMBING	13,221.00	5,000.00	0.00	0.00	5,000.00	8,221.00	500.00
160	ELECTRICAL	4,110.00	0.00	0.00	0.00	0.00	4,110.00	0.00
Final Total GRAND TOTAL		88,000.00	25,019.95	24,962.45	0.00	49,982.40	38,017.60	4,998.25

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