
City of Grand Island



Tuesday, January 25, 2011

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 - Pastor Caroline Price-Gibson, First Presbyterian Church, 2103 West Anna Street

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, January 25, 2011

Council Session

Item C1

Recognition of Bob Sorensen former City Councilmember for 24 Years of Service with the City of Grand Island

The Mayor and City Council will recognize former Councilmember Bob Sorensen for 24 years of service to the City of Grand Island. Mr. Sorensen started with the City as Councilmember on April 10, 1956 and served until April 13, 1964. These were 2 year terms of office at the time. He won elections in 1956, 1958, 1960, and 1962. He then ran for office and was elected in 1986, starting on November 4, 1986 through December 3, 2002. These were 4 year terms of office which he was elected to in 1986, 1990, 1994, and 1998. Mr. Sorensen served 24 years, winning 8 elections, one of the longest Councilmember's to hold elective office with the City of Grand Island. We thank Mr. Sorensen for his dedication, knowledge and service to the City of Grand Island.

Staff Contact: Mayor Vavricek

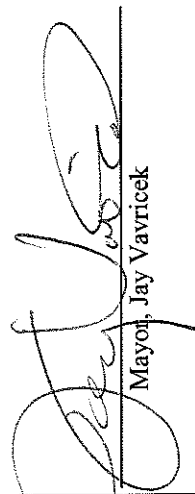


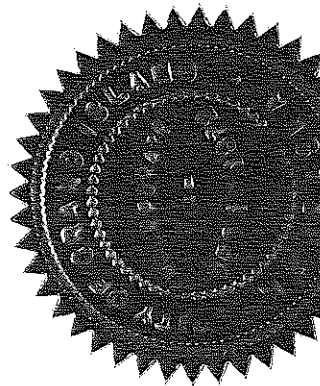
Certificate of Recognition

Awarded to

“Bob Sorensen”

for his 24 years of service as City Councilman to the City of Grand Island
from 1956 to 1964 and 1986 to 2002.


Mayor, Jay Vavricek




City Clerk, Ra'Nae Edwards



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item C2

Recognition of Ray Micek, Electric Distribution Superintendent with the Utilities Department for 45 Years of Service to the City of Grand Island

The Mayor and City Council will recognize Ray Micek, Electric Distribution Superintendent with the Utilities Department for 45 years of service with the City of Grand Island. Mr. Micek started on August 2, 1965 as Lineman 3rd Class, on February 1, 1966 he moved to Lineman 2nd Class, and on August 15, 1967 he moved to Lineman 1st Class. On October 1, 1968 he was Line Crew Chief, June 1, 1973 he took the position of Temporary Line Foreman, and became Line Foreman on December 1, 1973. On September 16, 1985 he became the Electric Distribution Superintendent. Mr. Micek will be retiring on February 4, 2011 after 45 years of service. We thank Mr. Micek for his many years of service to the City of Grand Island and wish him well in his retirement.

Staff Contact: Mayor Vavricek



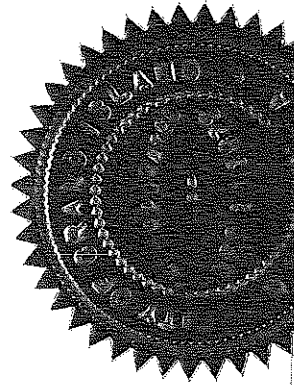
Certificate of Recognition

Awarded to

“Ray Micek”

Upon his retirement from the Utilities Department after 45 years of service with the
City of Grand Island from August 2, 1965 to February 4, 2011.

Mayor Jay Vavricek



City Clerk, RaNae Edwards



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item C3

**Recognition of Katie Wichman and Suzanne Swantek with the
Grand Island Fire Department's Citizen's Citation Award**

Staff Contact: Troy Hughes

Council Agenda Memo

From: Russ Blackburn, EMS Division Chief

Meeting: January 25, 2011

Subject: Citizen's Citation

Item #'s: C-3

Presenter(s): Fire Chief Troy Hughes
Russ Blackburn, EMS Division Chief

Background

Sudden Cardiac Arrest is a leading cause of death in the United States, claiming nearly 300,000 lives each year. During a sudden cardiac arrest, heart function ceases – abruptly and without warning. When this occurs, the heart is no longer able to pump blood to the rest of the body, and in some 95 percent of victims, death occurs.

While Sudden Cardiac Arrest (SCA) is a significant public health crisis, it is often misunderstood. SCA is not a heart attack. A heart attack occurs when a blood vessel becomes blocked and interrupts blood flow to the heart, causing heart muscle to die. Sudden cardiac arrest occurs when the heart's electrical system malfunctions and the heart stops beating. Most of these deaths occur with little or no warning, from a syndrome called sudden cardiac arrest. The most common cause of sudden cardiac arrest is a disturbance in the heart rhythm called ventricular fibrillation.

Once a cardiac arrest occurs, cardiopulmonary resuscitation (CPR) and defibrillation is required within the first several minutes to restore electrical activity to the heart and revive the heart's pumping function. Availability of Automated External Defibrillators (AEDs) is critical for rapid response to cardiac arrest.

Discussion

On July 4, 2010 Katie Wichman, a nurse at Saint Francis Medical Center, was with her family preparing for a 4th of July block party when her boyfriend's grandfather came in the house and collapsed with sudden cardiac arrest. Ms. Wichman began CPR on the victim (Duane Phillips). Family members called 911 and started making arrangements for the barricades of the block party to be moved to make way for the ambulance. Suzanne

Swantek, a nurse with the Grand Island Clinic, heard the call to clear a way for an ambulance and went to help. Ms. Wichman and Ms. Swantek did CPR until the paramedics arrived.

Immediate bystander CPR can double the chances that a sudden cardiac arrest victim will survive to be released from the hospital.

The Grand Island Fire Department would like to present Katie Wichman and Suzanne Swantek with the Citizen's Citation Award for their display of heroism shown on July 4, 2010 in which they saved the life of Duane Phillips.

Recommendation

It is recommended that Katie Wichman and Suzanne Swantek be presented with the Grand Island Fire Department's Citizen's Citation for their life saving efforts on July 4th, 2010.



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item E1

**Public Hearing on Acquisition of Utility Easement - 805 Allen
Drive - GI Hospitality, Inc.**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: January 25, 2011

Subject: Acquisition of Utility Easement – 805 Allen Drive
GI Hospitality, Inc.

Item #'s: E-1 & 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 GI Hospitality, Inc., located at the northwest corner of Fairfield Inn located at 805 Allen Drive, in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair public water lines and fire hydrants.

Discussion

A public water line crosses the property of Buffalo Wild Wings in a public utility easement. That line ends at a fire hydrant on Fairfield Inn property. The hydrant was planned to be within the utility easement, but due to a change in elevation because of landscaping, the installing contractor relocated the fire hydrant, placing it outside of the existing easement.

The Water Department owns and will maintain the fire hydrant if it is within a public easement. A new 10 ft. x 10 ft. easement is needed to retain public ownership and public maintenance of the fire hydrant.

Alternatives

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

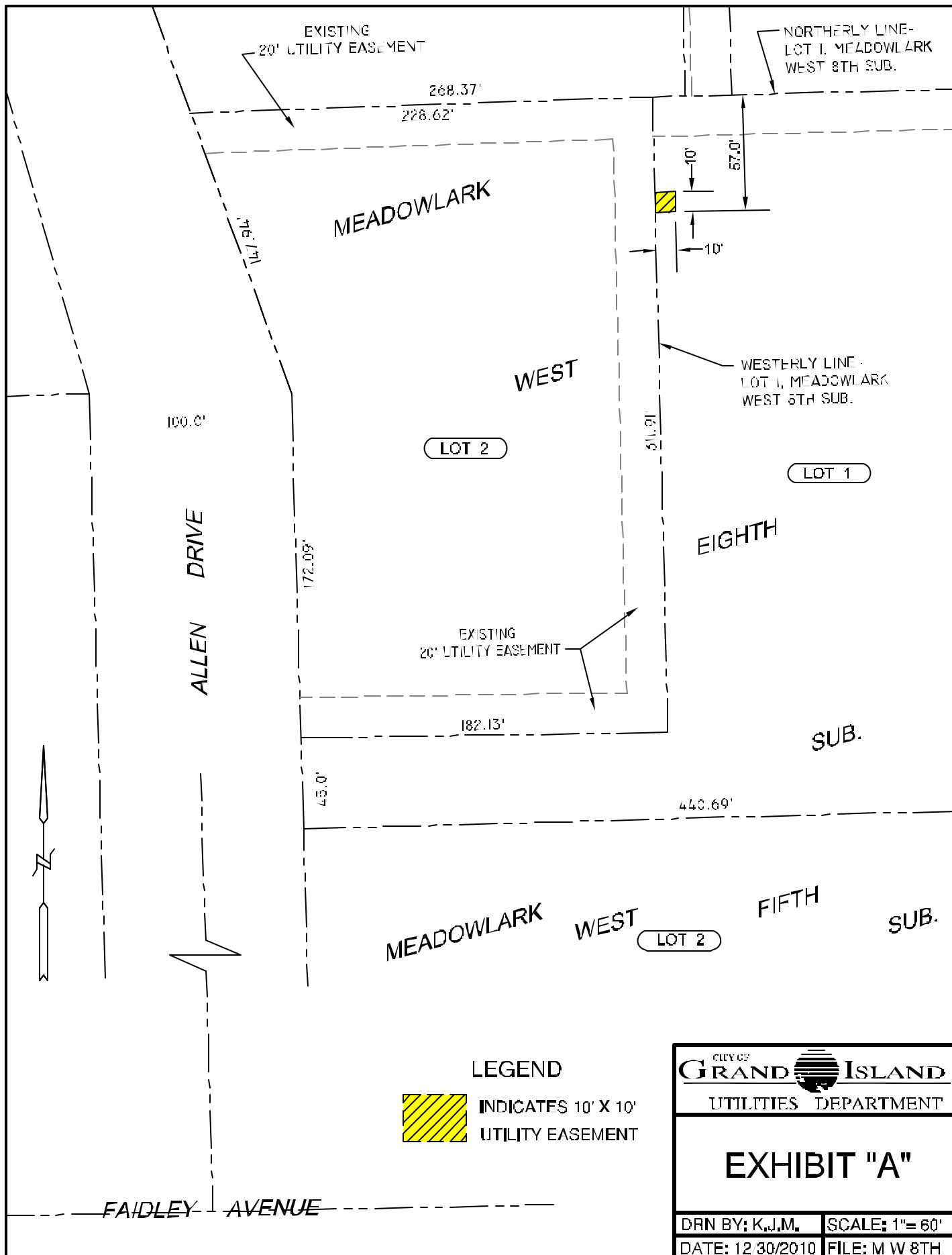
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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 10' X 10'
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.

SCALE: 1" = 60'

DATE: 12/30/2010

FILE: M W 8TH



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item E2

**Public Hearing on Acquisition of Utility Easement - 809 Allen
Drive - Younes**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: January 25, 2011

Subject: Acquisition of Utility Easement – 809 Allen Drive
Paul and Linda Younes

Item #'s: E-2 & 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 Paul and Linda Younes, located at the northwest corner of Buffalo Wild Wings, located at 809 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

Buffalo Wild Wings is constructing a new restaurant at 809 Allen Drive. The requested easement will be used to place underground conduit, cable and a pad-mounted transformer to supply electric service to the new building. The transformer footprint will extend outside of the existing easement, therefore there is a need for the additional 10 ft. x 10 ft. easement.

Alternatives

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

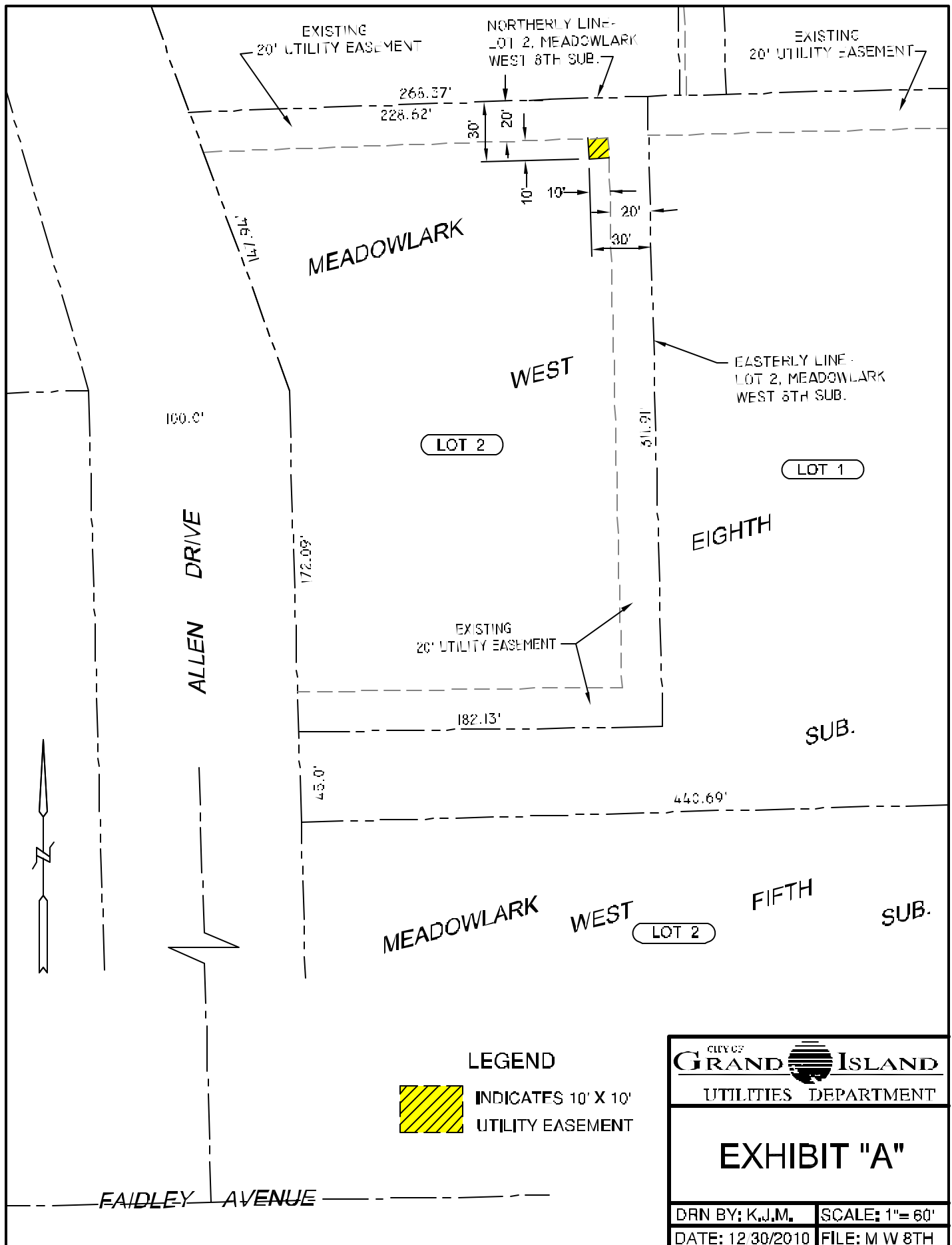
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, January 25, 2011

Council Session

Item F1

#9286 - Consideration of Annexation Right-of-Way along a Portion of South Locust Street between the Grand Island City Limits and the Northernmost Terminus of the Exit Ramps to the Interstate 80 Interchange (First Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: January 25, 2011

Subject: An Ordinance to Annex Right-of-Way along a Portion of South Locust Street between the Grand Island City Limits and the Northernmost Terminus of the Exit Ramps to the Interstate 80 Interchange (County of Hall, Nebraska)

Item #'s: F-1

Presenter(s): Chad Nabity, Regional Planning Director

Background

An April 6, 1992 Inter-local agreement between the City of Grand Island, Hall County, the Nebraska Department of Roads and the Federal Highway Administration detailed obligations of the State, County and City regarding the construction of a new Locust Street I-80 Interchange and upgrading Locust Street to a 4-lane roadway. The agreement provided that upon completion of Hall County's improvements and construction obligations, the County shall transfer to the City of Grand Island that portion of South Locust Street between the Grand Island City limits and the northernmost terminus of the exit ramps at the Interstate 80 interchange. The agreement provides that the City will accept the rights and obligations to the road including operation and maintenance.

The City of Grand Island, as the owner of the property, passed resolution #2011-13 on January 11, 2011 requesting annexation of the property and directing staff to prepare an ordinance for annexation.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the first reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

City staff is not suggesting extension of the zoning jurisdiction as a result of this annexation. Council could request that planning commission consider extension of the zoning jurisdiction. Changes to the zoning jurisdiction cannot be made without a recommendation from the Regional Planning Commission.

No utilities are necessary to support the property included in this annexation.

The city is already responsible for the maintenance of the roads contained in this annexation whether they are in the municipal limits or not.

No new residences or businesses would be added to the City as a result of this annexation.

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 pass the annexation.

Sample Motion

Move to approve the annexation ordinance on first reading.

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9286

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of the Right-Of-Way for South Locust Street from the Wood River Diversion Channel south to a point north of the Interstate 80 interchange at South Locust in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit “A and B” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after the Grand Island City Council as owners of the property passed Resolution 2011-13 January 11, 2011 petitioning for the annexation of said property; and

WHEREAS, the City of Grand Island accepted ownership and maintenance of said property in accordance with prior agreements with the County of Hall and State of Nebraska on October 26, 2010; and

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on January 25, 2011, the City Council of the City of Grand Island approved such annexation on first reading.

Approved as to Form	<input type="checkbox"/> _____
January 21, 2011	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9286 (Cont.)

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

SECTION 1. It is hereby found and determined that:

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

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

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

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

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

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject

ORDINANCE NO. 9286 (Cont.)

to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

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

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

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

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

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

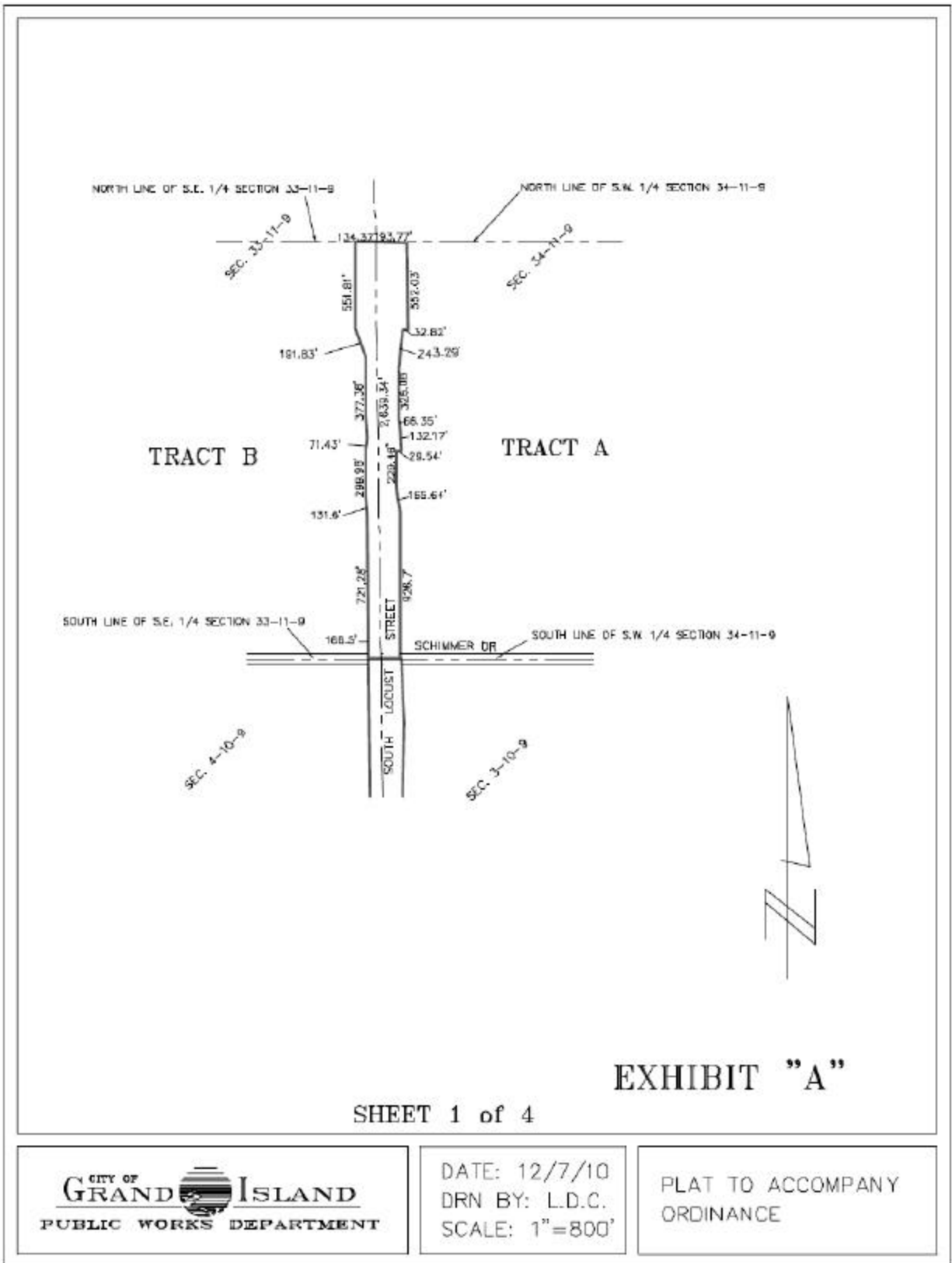
Enacted: January 25, 2011.

Jay Vavricek, Mayor

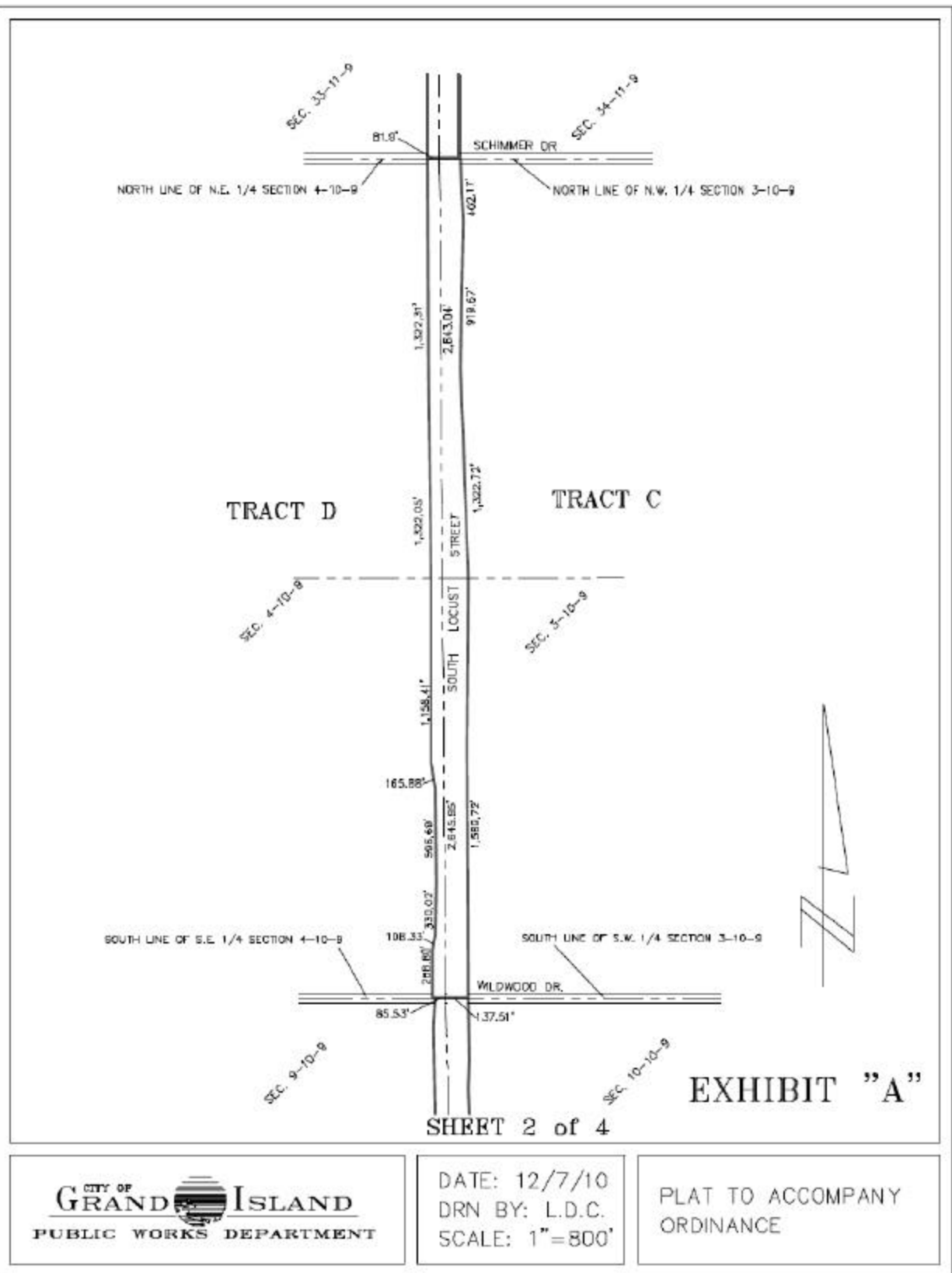
Attest:

RaNae Edwards, City Clerk

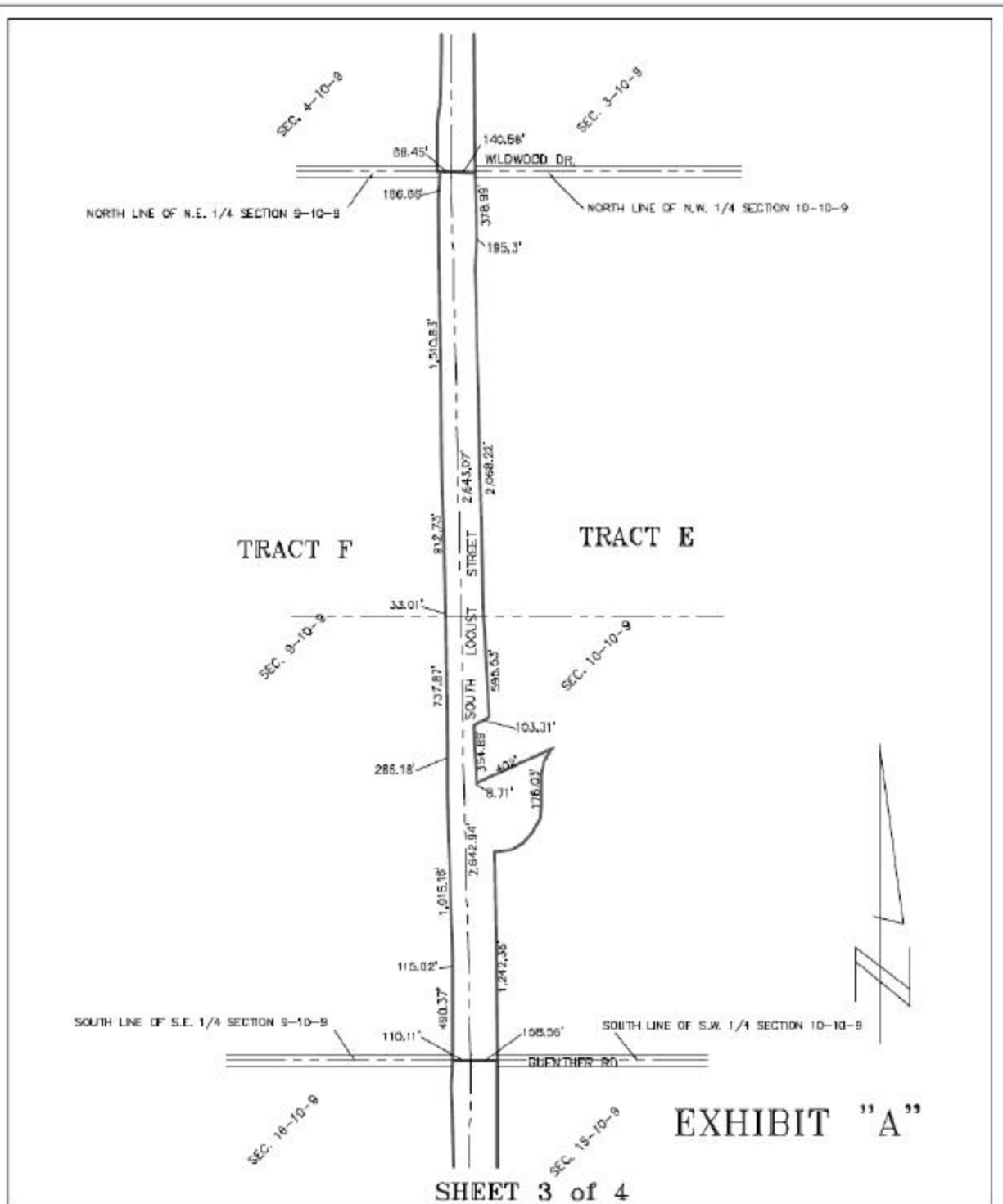
ORDINANCE NO. 9286 (Cont.)



ORDINANCE NO. 9286 (Cont.)



ORDINANCE NO. 9286 (Cont.)

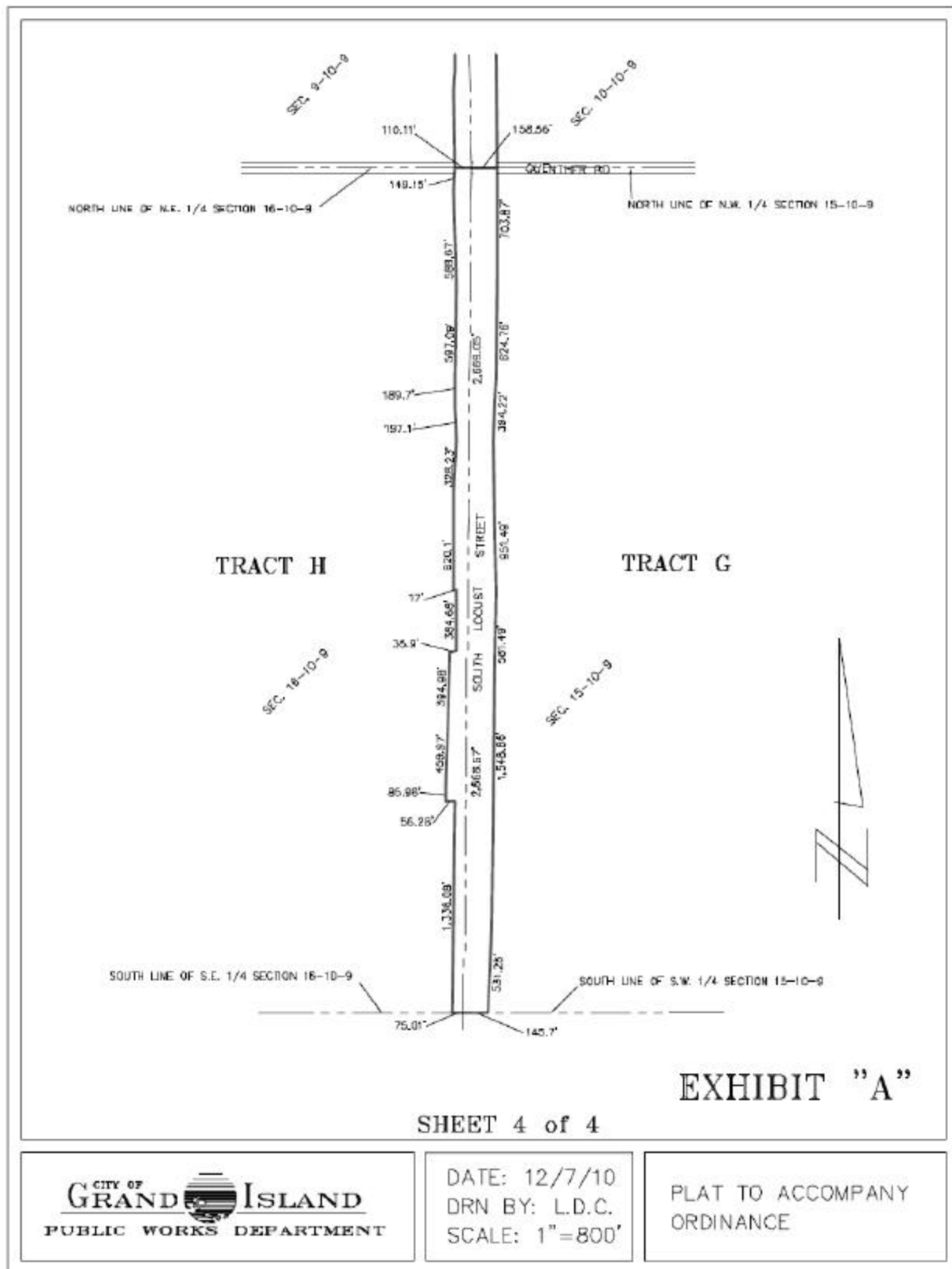


CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 12/7/10
DRN BY: L.D.C.
SCALE: 1"=800'

PLAT TO ACCOMPANY
ORDINANCE

ORDINANCE NO. 9286 (Cont.)



ORDINANCE NO. 9286 (Cont.)

Exhibit B

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

TRACT A

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

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 193.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SOUTHERLY DEFLECTING 88°36'52" RIGHT A DISTANCE OF 552.03 FEET; THENCE WESTERLY DEFLECTING 91°17'24" RIGHT A DISTANCE OF 32.82 FEET; THENCE SOUTHWESTERLY DEFLECTING 84°19'09" LEFT A DISTANCE OF 243.29 FEET; THENCE SOUTHERLY DEFLECTING 6°58'15" LEFT A DISTANCE OF 328.08 FEET; THENCE SOUTHEASTERLY DEFLECTING 8°31'52" LEFT A DISTANCE OF 66.35 FEET; THENCE SOUTHERLY DEFLECTING 8°31'52" RIGHT A DISTANCE OF 132.17 FEET; THENCE WESTERLY DEFLECTING 91°26'01" RIGHT A DISTANCE OF 29.54 FEET; THENCE SOUTHERLY DEFLECTING 91°26'01" LEFT A DISTANCE OF 229.46 FEET; THENCE SOUTHEASTERLY DEFLECTING 7°58'07" LEFT A DISTANCE OF 165.64 FEET; THENCE SOUTHERLY DEFLECTING 9°01'13" RIGHT A DISTANCE OF 926.70 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, WESTERLY DEFLECTING 90°25'45" RIGHT ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 117.70 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTHERLY DEFLECTING 88°31'11" RIGHT ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 2,639.34 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 8.61 ACRES MORE OR LESS.

TOGETHER WITH TRACT B:

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

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33 THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 2,639.34 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE WESTERLY DEFLECTING 91°47'14" RIGHT A DISTANCE OF 79.43 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, NORTHERLY DEFLECTING 89°37'17" RIGHT A DISTANCE OF 166.50 FEET; THENCE

ORDINANCE NO. 9286 (Cont.)

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

TOGETHER WITH TRACT C:

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

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 130.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SOUTHERLY DEFLECTING 87°03'39" RIGHT A DISTANCE OF 402.17 FEET; THENCE SOUTHERLY DEFLECTING 2°57'32" RIGHT A DISTANCE OF 919.67 FEET; THENCE SOUTHERLY DEFLECTING 2°51'05" LEFT A DISTANCE OF 1,322.72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTHERLY DEFLECTING 2°32'33" RIGHT A DISTANCE OF 1,056.50 FEET; THENCE SOUTHERLY DEFLECTING 0°42'42" LEFT A DISTANCE OF 1589.72 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, WESTERLY DEFLECTING 91°15'19" RIGHT ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 137.51 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTHERLY DEFLECTING 88°44'10" RIGHT ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 2,645.95 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTHERLY DEFLECTING 0°24'13" LEFT ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 2,643.04 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 16.61 ACRES MORE OR LESS.

TOGETHER WITH TRACT D:

ORDINANCE NO. 9286 (Cont.)

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

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2,643.04 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTHERLY DEFLECTING 0°24'13" RIGHT ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2,645.95 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE WESTERLY DEFLECTING 91°12'27" RIGHT ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 85.53 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, NORTHERLY DEFLECTING 88°48'07" RIGHT A DISTANCE OF 288.80 FEET; THENCE NORTHEASTERLY DEFLECTING 10°28'12" RIGHT A DISTANCE OF 108.33 FEET; THENCE NORTHERLY DEFLECTING 9°54'52" LEFT A DISTANCE OF 330.02 FEET; THENCE NORTHERLY DEFLECTING 0°33'40" LEFT A DISTANCE OF 596.69 FEET; THENCE NORTHWESTERLY DEFLECTING 7°56'35" LEFT A DISTANCE OF 165.88 FEET; THENCE NORTHERLY DEFLECTING 8°06'19" RIGHT A DISTANCE OF 1,158.41 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE NORTHERLY DEFLECTING 0°34'19" LEFT A DISTANCE OF 1,322.05 FEET; THENCE CONTINUING NORTHERLY DEFLECTING 0°0'00" RIGHT A DISTANCE OF 1,322.31 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, EASTERLY DEFLECTING 91°42'40" RIGHT ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 81.90 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 9.56 ACRES MORE OR LESS.

TOGETHER WITH TRACT E:

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

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 140.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SOUTHERLY DEFLECTING 88°14'10" RIGHT A DISTANCE OF 378.99 FEET; THENCE SOUTHERLY DEFLECTING 2°24'38" RIGHT A DISTANCE OF 195.30 FEET; THENCE SOUTHERLY DEFLECTING 2°59'57" LEFT A DISTANCE OF 2,068.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER

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OF SAID SECTION 10; THENCE SOUTHERLY DEFLECTING 2°02'55" LEFT A DISTANCE OF 595.53 FEET; THENCE SOUTHWESTERLY DEFLECTING 64°15'00" RIGHT A DISTANCE OF 103.31 FEET; THENCE SOUTHERLY DEFLECTING 62°24'44" LEFT A DISTANCE OF 354.89 FEET; THENCE NORTHEASTERLY DEFLECTING 140°40'08" LEFT A DISTANCE OF 8.71 FEET; THENCE NORTHEASTERLY DEFLECTING 27°45'06" RIGHT A DISTANCE OF 402.00 FEET; THENCE NORTHEASTERLY DEFLECTING 2°45'00" LEFT A DISTANCE OF 99.44 FEET; THENCE SOUTHWESTERLY DEFLECTING 161°22'06" RIGHT A DISTANCE OF 15.01 FEET TO A POINT OF CURVATURE; THENCE ON A 213.06 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 166.49 FEET SUBTENDING A CENTRAL ANGLE OF 44°46'21" TO A POINT OF TANGENCY; THENCE TANGENT SOUTHERLY DEFLECTING 0°00'00" RIGHT A DISTANCE OF 176.03 FEET TO A POINT OF CURVATURE; THENCE ON A 279.06 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 438.35 FEET SUBTENDING A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHERLY DEFLECTION TO THE INITIAL TANGENT OF 90°00'00" LEFT A DISTANCE OF 1,242.35 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, WESTERLY DEFLECTING 91°21'39" RIGHT ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 158.56 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTHERLY DEFLECTING 88°01'56" RIGHT ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 2,642.94 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTHERLY DEFLECTING 00°00'50" RIGHT ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 2,643.07 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 19.94 ACRES MORE OR LESS.

TOGETHER WITH TRACT F:

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

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 2,643.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTHERLY DEFLECTING 0°00'50" LEFT ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 2,642.94 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE WESTERLY DEFLECTING 91°00'03" RIGHT ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 110.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, NORTHERLY DEFLECTING 90°04'21" RIGHT A DISTANCE

ORDINANCE NO. 9286 (Cont.)

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

TOGETHER WITH TRACT G:

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

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

TOGETHER WITH TRACT H:

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

ORDINANCE NO. 9286 (Cont.)

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 2,669.05 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 16; THENCE CONTINUING SOUTHERLY DEFLECTING 0°00'11" RIGHT ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 2,668.57 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY DEFLECTING 89°01'42" RIGHT ALONG THE SOUTH LINE OF SAID SECTION 16 A DISTANCE OF 75.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE NORTHERLY DEFLECTING 90°58'18" RIGHT AND PARALLEL WITH AND 75.00 FEET DISTANT FROM THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1,336.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE WESTERLY DEFLECTING 91°06'15" LEFT ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16 A DISTANCE OF 56.28 FEET; THENCE NORTHERLY DEFLECTING 91°37'29" RIGHT A DISTANCE OF 85.96 FEET; THENCE NORTHERLY DEFLECTING 0°52'03" RIGHT A DISTANCE OF 459.97 FEET; THENCE CONTINUING NORTHERLY DEFLECTING 0°00'00" RIGHT A DISTANCE OF 394.98 FEET; THENCE NORTHEASTERLY DEFLECTING 73°36'05" RIGHT A DISTANCE OF 35.90 FEET; THENCE NORTHERLY DEFLECTING 74°59'35" LEFT A DISTANCE OF 384.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE WESTERLY DEFLECTING 91°13'30" LEFT ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 A DISTANCE OF 17.00 FEET; THENCE NORTHERLY DEFLECTING 91°04'54" RIGHT A DISTANCE OF 620.10 FEET; THENCE NORTHERLY DEFLECTING 2°01'18" RIGHT A DISTANCE OF 328.23 FEET; THENCE NORTHERLY DEFLECTING 4°34'51" LEFT A DISTANCE OF 197.10 FEET; THENCE NORTHERLY DEFLECTING 1°52'18" RIGHT A DISTANCE OF 189.70 FEET; THENCE NORTHERLY DEFLECTING 1°07'58" RIGHT A DISTANCE OF 597.09 FEET; THENCE NORTHERLY DEFLECTING 2°09'07" LEFT A DISTANCE OF 588.67 FEET; THENCE NORTHERLY DEFLECTING 2°08'05" RIGHT A DISTANCE OF 149.15 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, EASTERLY DEFLECTING 88°59'27" RIGHT ALONG THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 110.11 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 11.41 ACRES MORE OR LESS.



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item F2

**#9287 - Consideration of Amending Chapter 4 of the Grand Island
City Code Relative to Alcohol Sales**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: January 25, 2011

Subject: Consideration of Amending Chapter 4-19 of the Grand Island City Code Relative to Alcohol Sales

Item #'s: F-2

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

Background

At the January 18 Study Session, Concession Operations at the Veterans Athletic Field Complex was discussed. The primary question asked of Council was whether alcohol should or should not be sold at the complex concession stand.

Discussion

A modification to the City code is before you to allow for the sale of alcohol at the Veterans Athletic Field Complex. Based on the result of Council action an RFP will be developed for concession operations that will or will not include the sale of alcohol at the Veterans Athletic Field Complex. If the vote is to allow the sale of alcohol, the limitations discussed at the Study Session and provided in the study session memo will be made a part of the vendors contract. This contract will then be brought before Council for Council action.

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 take action on the motion provided.

Sample Motion

Move to modify or not modify Grand Island City Code Section # 4-19.

ORDINANCE NO. 9287

An ordinance to amend Chapter 4 of the Grand Island City Code; to amend Section 19 pertaining to alcoholic liquors in city parks or playgrounds; to repeal Section 19 as now existing; and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 4-19 of the Grand Island City Code is amended to read as follows:

§4-19. Possession in Parks Prohibited

It shall be unlawful for any person to have in his/her possession or physical control any alcoholic liquors upon any of the property belonging to the City designated as a city park or playground, with the exception of Veterans Athletic Field Complex.

SECTION 2. The foregoing section of Chapter 4 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 3. 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 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within fifteen days as provided by law.

Enacted: January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 21, 2011	☐ City Attorney



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item F3

#9288 - Consideration of Amending the Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: January 25, 2011

Subject: Salary Ordinance Amendment

Item #'s: F-3

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City Salary Ordinance is the document that provides authorization for the payroll department to allow compensation paid to City employees. Other documents such as the Personnel Rules and Labor Agreements also outline compensation and benefits that have been approved by the City Council.

Discussion

The Salary ordinance that is before Council for consideration is in response to items that were pointed out by the auditors during the last audit. They have been approved in the budget process, but should be outlined more visibly. The items that are being addressed in this salary ordinance are; the \$30 per pay period VEBA contribution for non-union employees and the \$15 per pay period VEBA contribution for employees covered under the IBEW Service/Clerical labor agreement, the uniform allowance for the Police Chief and Police Captains of \$650 per year paid over 26 pay periods, the uniform allowance for the Fire Chief and Fire Division Chiefs of \$484.08 per year paid over 24 pay periods, and the standby pay for non-exempt supervisors of employees who receive standby pay as covered under their labor agreements.

The items listed above are all current practice and covered in this year's budget. No additional expenses will be incurred because of this update.

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 changes recommended in Salary Ordinance #9288.

Sample Motion

Move to approve Salary Ordinance #9288.

ORDINANCE NO. 9288

An ordinance to amend Ordinance 9284 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 ~~provide for compensation for the Interim Public Works Director~~ identify the uniform allowance for the Fire Chief and Fire Division Chiefs, Police Chief and Police Captains; to identify the VEBA for non-union and IBEW/Service Clerical employees; to provide for stand-by pay for non-exempt direct supervisors; and to repeal those portions of Ordinance No. 9284 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
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

Approved as to Form ☐ _____
January 21, 2011 ☐ City Attorney

ORDINANCE NO. 9288 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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

ORDINANCE NO. 9288 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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

ORDINANCE NO. 9288 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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

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:

ORDINANCE NO. 9288 (Cont.)

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
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

ORDINANCE NO. 9288 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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

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

ORDINANCE NO. 9288 (Cont.)

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 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

ORDINANCE NO. 9288 (Cont.)

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
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

ORDINANCE NO. 9288 (Cont.)

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
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

ORDINANCE NO. 9288 (Cont.)

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.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of \$484.08 per year, divided into 24 pay periods. Police Chief and Police Captains shall be paid a clothing allowance of \$650.00 per year, divided into 26 pay periods.

ORDINANCE NO. 9288 (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.

Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay 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,

ORDINANCE NO. 9288 (Cont.)

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 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

ORDINANCE NO. 9288 (Cont.)

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. 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 $50\% \times 1084$

ORDINANCE NO. 9288 (Cont.)

= 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 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. 9288 (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. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical labor agreement shall have a contribution made on their behalf to their VEBA account of \$15 per pay period.

SECTION ~~12~~13. 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 ~~13~~14. The 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 ~~January 10~~ February 14, 2011.

SECTION ~~13~~15. Those portions of Ordinance No. 9284 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item G1

Approving Minutes of January 11, 2011 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 11, 2011

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 January 11, 2011. Notice of the meeting was given in *The Grand Island Independent* on January 5, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Randy Gard and John Gericke. The following City Officials were present: Interim City Administrator/Finance Director Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Dale Shotkoski, Assistant City Attorney Jason Eley, and Interim Public Works Director Gary Mader.

INVOCATION was given by Pastor Bev Lanzendorf, First United Methodist Church, 4190 West Capital Avenue followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek indicated that the Council Retreat would be held Saturday, January 22, 2011. Mayor Vavricek acknowledged and thanked the City crews for snow removal along with Police and Fire Departments.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Dale Shotkoski, City Attorney for Service with the City of Grand Island. Mayor Vavricek and the City Council recognized City Attorney Dale Shotkoski for his years of service with the City.

Recognition of Mike Kearney and Brye Jensen with the Grand Island Fire Department's Citizen's Citation Award. The Mayor and City Council recognized Mike Kearney and Brye Jensen for their life saving efforts. Russ Blackburn, EMS Division Chief and Corrine Ketterling with the American Red Cross presented Mr. Kearney and Ms. Jensen Citizen Citation Awards and thanked them for their outstanding efforts.

Recognition of Leroy Becker with the Grand Island Fire Department's Citizen's Citation Award. The Mayor and City Council recognized Leroy Becker for his life saving efforts. Russ Blackburn, EMS Division Chief presented Mr. Becker with the Citizen Citation Award and thanked him for his outstanding efforts.

ADJOURN TO BOARD OF EQUALIZATION: Motion by Gilbert, second by Ramsey, carried unanimously to adjourn to the Board of Equalization.

#2011-BE-1 – Consideration of Determining Benefits and Levy Special Assessments for Sidewalk Repairs at 503 E. Yund Street and 2025 N. Lafayette Avenue. Gary Mader, Interim Public Works Director reported that work had been completed on Sidewalk repairs at 503 E. Yund Street and 2025 N. Lafayette Avenue for a total cost of \$2,807.20. Costs for the project

would be assessed to the two properties. The City Council needed to meet as the Board of Equalization to determine the benefits for Sidewalk repairs. Staff recommended approval.

Motion by Gilbert, second by Nickerson to approve Resolution #2011-BE-1. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Dugan carried unanimously to return to Regular Session.

PUBLIC HEARINGS:

Public Hearing on Request from The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street for a Class "T" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "T" Liquor License had been received from The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on December 17, 2010; notice to the general public of date, time, and place of hearing published on January 1, 2011; notice to the applicant of date, time, and place of hearing mailed on December 17, 2010; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request from Riverside Golf Club dba Riverside Golf Club, 2820 Riverside Drive for an Addition/Reconstruction to Class "C-07703" Liquor License. RaNae Edwards, City Clerk reported that an application for an addition/reconstruction to Class "C-07703" Liquor License had been received from Riverside Golf Club. dba Riverside Golf Club, 2820 Riverside Drive. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on December 28, 2010; notice to the general public of date, time, and place of hearing published on January 1, 2011; notice to the applicant of date, time, and place of hearing mailed on December 28, 2010; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request from Consolidated Concrete Co. for a Conditional Use Permit for Two Conex Containers to Store Concrete located at 3440 West Old Highway 30. Craig Lewis, Building Department Director reported that Consolidated Concrete Co. had submitted an application for a renewal for a conditional use permit for two Conex containers to store concrete located at 3440 West Old Highway 30. Staff recommended approval for an additional 12 month period expiring on December 31, 2011. Brad Sallinger representing Consolidated Concrete Co. spoke in support. No further public testimony was heard.

Public Hearing on Program Income Reuse Funds Application. Community Development Administrator Joni Kuzma reported that the City maintains a revolving loan (program income reuse) fund comprised of recaptured monies from Community Development Block Grant (CDBG) Economic Development loans. The Grand Island Area Economic Development Corporation submitted an application for \$7,000.00 of the Revolving Loan funds to update an April 2010 Environmental Review of Platte Valley Industrial Park East. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9285 – Consideration of Assessments for Sidewalk Repairs at 503 E. Yund Street and 2025 N. Lafayette Avenue

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

Motion by Gilbert, second by Gericke to approve Ordinance #9285.

City Clerk: Ordinance #9285 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9285 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9285 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-5, G-15, and G-16 were removed for further discussion. Motion by Donaldson, second by Niemann to approve the Consent Agenda excluding items G-5, G-15, and G-16. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of December 21, 2010 City Council Regular Meeting.

Approving Minutes of December 28, 2010 City Council Special Meeting.

Approving Minutes of January 4, 2011 City Council Study Session.

Approving Re-Appointments of Denise Kozel, Mike Rivera, Brady Blauhorn, Terry Klanecky, Craig Lewis, and Den Mathis to the Electrical Board.

Approving Re-Appointments of Russ Shaw, Loran Peterson, Scott Hilligas, Mike McElroy, Mike Myers, Todd Bredthauer, and Tom O'Neill to the Mechanical Examining Board.

Approving Re-Appointments of Rick Eberl, Eric Rose, Jeremy Collinson, David Scoggins, and Craig Lewis to the Plumbers Examining Board.

#2011-1 – Approving Program Income Reuse Funds Application with Grand Island Economic Development Corporation in the Amount of \$7,000.00.

#2011-3 – Approving the Certificate of Compliance with the Nebraska Department of Roads for Maintenance Agreement No. 12; Calendar Year 2010.

#2011-4 – Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Roads.

#2011-5 – Approving 2010 Local Emergency Operations Plan.

#2011-6 – Approving Bid Award for Ball Field Fencing at Veteran’s Athletic Field Complex with Elkhorn Fence Co. from Elkhorn, Nebraska in an Amount of \$26,052.00.

#2011-7 – Approving Amendment No. 2 to the Agreement with Felsburg, Holt and Ullevig for Engineering Consulting Services for the Grand Island Quiet Zone Improvements in an Amount of \$5,200 and a Revised Contract Amount of \$46,400.00.

#2011-8 – Approving Nebraska Children and Families Foundation Contract for Coalition for Children Development Grant.

#2011-2 – Approving Three Year Contract between the City of Grand Island and Union Pacific Railroad for Coal Transportation to Platte Generating Station. Utilities Director Gary Mader answered questions regarding the negotiations with Union Pacific Railroad. Mentioned was there would be no minimum and no price change to ship up to 500,000 tons.

Motion by Gericke, second by Niemann to approve Resolution #2011-2. Upon roll call vote, all voted aye. Motion adopted.

#2011-9 – Approving Amendment to HVAC Energy Efficiency Improvement Upgrades with Myer’s Heating and Air for Fire Station 4 in an Amount of \$16,500.00 and Jerry’s Sheet Metal for Fire Station 3 in an Amount of \$8,056.00. Fire Chief Troy Hughes answered questions regarding the original contract with Myers Heating and Air and the reason for changing to Jerry’s Sheet Metal. No work had been done by Myers Heating and Air and this change would be a long term savings to the City.

Motion by Ramsey, second by Gard to approve Resolution #2011-9. Upon roll call vote, all voted aye. Motion adopted.

#2011-10 – Approving Contract Extension with Midwest Floor Covering at the Field House to July 1, 2011. Parks and Recreation Director Steve Paustian explained the delay in laying the floor due to high humidity in the concrete. A lengthy discussion was held regarding the process of sealing the concrete which could cost between \$50,000 to \$60,000. A revised plan for revenue receipts for the 2010/2011 budget was requested to be presented at the Council Retreat. City Attorney Dale Shotkoski answered questions concerning recourse for this issue.

Motion by Dugan, second by Haase to approve Resolution #2011-10. Upon roll call vote, all voted aye. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Consolidated Concrete Co. for a Conditional Use Permit for Two Conex Containers to store Concrete Located at 3440 West Old Highway 30. This item related to the aforementioned Public Hearing.

Discussion was held concerning the continued use and extensions of Conditional Use Permits. Building Department Director Craig Lewis answered questions concerning other Conex containers in other areas. Brad Sallinger stated he was working on making this permanent.

Motion by Gilbert, second by Gard to approve the request from Consolidated Concrete Co. for a Conditional Use Permit for two Conex containers to store concrete located at 3440 West Old Highway 30 through December 31, 2011. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2011-11 – Consideration of Request from The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3^d Street for a Class “I” Liquor License and Liquor Manager Designation for Sharena Anson, 4234 Arizona Avenue. This item related to the aforementioned Public Hearing.

Motion by Ramsey, second by Carney to approve Resolution #2011-11 contingent upon final inspections and completing a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2011-12 – Consideration of Request from Riverside Golf Club dba Riverside Golf Club, 2820 Riverside Drive for an Addition/Reconstruction to Class “C-07703” Liquor License. This item related to the aforementioned Public Hearing.

Motion by Carney, second by Gericke to approve Resolution #2011-12 contingent upon final inspections. Upon roll call vote, all voted aye. Councilmember Gard abstained. Motion adopted.

#2011-13 – Consideration of Annexation for Right-of-Way along a Portion of South Locust Street between the Grand Island City Limits and the Northernmost Terminus of the Exit Ramps to the Interstate 80 Interchange (County of Hall, Nebraska). Regional Planning Director Chad Nabity reported that the City was the owner of property along a portion of South Locust Street between the Grand Island City Limits and the northernmost terminus of the exit ramps to the Interstate 80 interchange. At the October 26, 2010 meeting City Council approved acquisition of the right-of-way of this property and would consider possible annexation of the Locust Street Right-Of-Way into city limits.

Discussion was held regarding the potential revenue for annexation of this area. Mr. Nabity stated the primary reason to annex was because the City owned the property and it was contiguous with the City limits and any construction along this portion of South Locust Street could then be annexed. Annexation of the Wellfield was mentioned, but was not proper to do at this time. Maintenance and Police enforcement were mentioned. Police Captain Pete Kortum stated the Police Department would patrol this road. He mentioned the Sheriff's Department did not have a lot of calls on this road.

Motion by Carney, second by Dugan to approve Resolution #2011-13. Upon roll call vote, Councilmember's Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, Gard, and Gericke voted aye. Councilmember Haase voted no. Motion adopted.

#2011-14 – Consideration of a Resolution Authorizing the Mayor to Sign a Letter of Intent on a Public/Private Project to Extend City Sanitary Sewer South Along US Highway 281. Interim Public Works Director Gary Mader reported that a number of businesses along US Highway 281 in the vicinity of Interstate 80 were scheduled to spend significant dollars upgrading their private waste water treatment systems in 2011. As an alternative, the dollars that the businesses would spend upgrading their private systems could be put towards a public/private project to extend city sanitary sewer to serve their properties.

If the council desired to pursue a potential project that would extend sanitary sewer south of Grand Island along US Hwy 281, an agreement between the City of Grand Island and the businesses would have to be negotiated before the project could move forward. A "Letter of Intent" would need to be sent to the NDEQ advising them that the city was entering into negotiations with the businesses on a public/private project. Staff recommended approval.

Cindy Johnson, 309 West 2nd Street and Marlan Ferguson, 2808 Apache Road spoke in support.

Discussion was held regarding the expense to upgrade the collector system and interceptor pipes within the City. Mentioned was the decline of revenue because of Swift's construction and not sending waste water to the City's plant. Comments were made by Council that this "Letter of Intent" would allow the City to gather more information. Mr. Mader stated the timeline for negotiations would probably take between 4 to 6 months. City Attorney Dale Shotkoski stated acquisition of right-of-way could take more time and costs wouldn't be known right away.

Motion by Nickerson, second by Gard to amend the motion that the "Letter of Intent" should stipulate that negotiations would be complete by the first regular City Council meeting in May 2011. Upon roll call vote, Councilmember's Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, Gard, and Gericke voted aye. Councilmember Haase voted no. Motion adopted.

Discussion continued concerning an environmental impact study and timeline. Mr. Mader stated they would work with the May 2011 date.

Motion by Gilbert, second by Gard to approve Resolution #2011-14. Upon roll call vote, Councilmember's Carney, Niemann, Ramsey, Gilbert, Nickerson, and Gard voted aye. Councilmember's Haase, Donaldson, Dugan, and Gericke voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of December 29, 2010 through January 11, 2011, for a total amount of \$3,006,237.47. Unanimously approved.

Motion by Dugan, second by Nickerson to approve the Claims for the Period of December 29, 2010 through January 11, 2011 for the Veterans Athletic Field Complex for a total amount of \$14,670.75. Unanimously approved.

Motion by Dugan, second by Nickerson to approve the Claims for the Period of November 24, 2010 through January 11, 2011 for the State Fair Recreation Building for a total amount of \$164,411.62. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:35 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item G2

Approving Minutes of January 18, 2011 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

January 18, 2011

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on January 18, 2011. Notice of the meeting was given in the *Grand Island Independent* on January 12, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmember's were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Randy Gard, and John Gericke. The following City Officials were present: Interim City Administrator/Finance Director Mary Lou Brown, City Clerk RaNae Edwards, Interim City Attorney Jason Eley, and Interim Public Works/Utilities Director Gary Mader.

INVOCATION was given by Councilmember Donaldson followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek commented on the Council Retreat to be held this Saturday, January 22, 2011 in the Council Chambers here at City Hall beginning at 7:47 a.m. Mentioned were the Citizen's Survey and an article regarding work that would start in July on a 2nd Kearney interchange. Mayor commented on the need for a request for proposal for a paid lobbyist for the City of Grand Island.

Discussion Concerning Concession Operations at the Veteran's Athletic Field Complex. Parks and Recreation Director Steve Paustian reported that with the relocation of the athletic fields to the new Veterans Athletic Field Complex a discussion with council was needed regarding the concession operation.

The Parks and Recreation Department's intent was to lease out the concession rights for the 4-field adult softball complex which did not include the soccer fields or future ball field developments at the complex. One of the issues that needed to be addressed before the development of an RFP was whether the sale of alcohol would be permitted at the complex.

The Grand Island Softball Association Board of Directors had requested that alcohol be sold as part of the concession operation at the new fields. Alcohol had been available for purchase at the Fonner Park location under Fonner Park's liquor license. The Grand Island Police Department had no complaints filed from the Fonner Park softball fields.

Mr. Paustian stated that if Council allowed the sale of alcohol at the Veterans Athletic Field Complex, staff would recommend that the alcohol be confined to an area between the fields and not allowed beyond the outfield fence foul lines, that alcohol sales be allowed only during adult league and adult tournament play, for consumption on site with no carryout allowed, and that the sale of alcohol be prohibited during any youth games or youth tournaments.

If alcohol was allowed at the Veterans Athletic Field Complex a modification to the City Code would be required.

Eric Eckstrom, 304 South Plum Street, Marty Stanfield, 200 Stoeger Drive representing St. Francis Drug and Alcohol Treatment Center, and Donald Pace, 307 E. Nebraska Avenue spoke in opposition.

Discussion was held regarding other complexes allowing alcohol. Mr. Paustian stated alcohol was not allowed at the majority of complexes where tournaments took place. Policing and liability were mentioned as concerns. Interim City Attorney Jason Eley answered the question concerning liability. The seller of the alcohol would be liable if someone was in an accident. Councilmember Dugan stated that at the Fonner Park Fields, if there was any youth either softball or soccer playing, there was no alcohol sold. Adult softball may have players who are not of age.

Mentioned was that if alcohol was allowed it was recommended the revenues should go back to the maintenance of the complex. Statutory authority was questioned relative to the lease. Mr. Eley stated this would not be a problem but the City Code would have to be changed to allow alcohol at this complex.

Mentioned was that this property was not in the City limits. Police Captain Pete Kortum stated they do police Eagle Scout Lake. Several councilmember's stated this was a facility for health and alcohol did not fit into that scenario. Discussed was that the liquor license would have to be approved by the county board since this property was in the county.

Interim City Administrator Mary Lou Brown stated the next step would be to bring forward an Ordinance for council decision to change the City Code relative to sale of alcohol at this complex. Then the Parks and Recreation Department would go out for a Request for Approval for the concession operations.

Presentation by HDR Engineering Concerning Uranium Removal Process at the Platte River Well Field. Utilities Director Gary Mader reported that in 2003 a new regulation placing a Maximum Contaminate Level (MCL) on uranium in drinking water became effective. Uranium is a naturally occurring element in the aquifers of Nebraska and other states across the nation. Since 2004 sampling and testing of the Grand Island water system have been in full compliance with the EPA regulation.

The City's municipal water system is supplied primarily from 21 wells and a pumping station at the Platte River Well Field. Recent testing had indicated composite uranium levels to be approaching the MCL established by the EPA. Testing of individual wells had indicated most wells exceed the MCL. Additional piping was installed this past year for blending with lower uranium concentration wells.

HDR Engineering of Lincoln was hired to evaluate and determine uranium removal methods. The recommendation of the evaluation was an adsorptive media system.

Tim Luchsinger, Assistant Utilities Department Director presented a PowerPoint presentation giving Council the background of the Safe Drinking Water Act which included the 2000 Uranium Rule which took effect in 2003.

Solutions for the high uranium levels were: blend water sources, treatment, and look for other sources. HDR Engineering was hired to evaluate the Uranium treatment system. Technology screening, treatment process selection, and implementation plan were looked at.

Total capital cost was \$18,000,000 financed for 20 years at 2.5% with an annual debt service of \$1,144,590 and an annual operating cost of \$2,400,000. Annual total cost would be \$3,544,590. Annual water sales in 2010 were \$4,102,915.

If this was phased in the capital cost would be \$3,000,000 financed for 20 years at 2.5% with an annual debt service of \$190,765 and annual operating costs of \$1,000,000. Total annual cost would be \$1,190,765.

The following pros and cons were presented for two of the treatment plans :

Coagulation/Filtration

- Pros
 - Established technology/process
 - Flexibility for future quality issues
- Cons
 - Centralized facility – large financial impact, complex construction planning
 - Pilot study to determine optimal design
 - Liquid and solid waste disposal by the City

Adsorptive Media

- Pros
 - Phased construction – lower financial impact
 - System design by supplier
 - Waste disposal and radioactive licensing by supplier
- Cons
 - Limited operational background
 - Minimal supplier competition
 - Uncertain long-term supplier reliability

The adsorptive media system was recommended with a phased construction, procurement through performance specification, and residual management and radioactive licensing responsibility of manufacturer. Phase 1 would be equipment procurement and Phase 2 would be detailed engineering/construction specifications.

Capital funding options were: long-term bonding, short-term debt, or cash reserves. Mr. Mader commented on the revenue options, current rate structure, flat rate increase of (\$0.23 100 cf,) and percentage rate increase at 29%.

Dennis Mudloff, 2816 West Waugh commented on the contaminate levels set by EPA and the health risks associated with uranium in the water.

Discussion was held regarding if we implemented this plan would it solve the problem. Mr. Mader stated a small pilot test had been done at the Platte Generating Power Plant and it worked. Mentioned were nitrates, uranium, VOC's, and superfund's within Grand Island relative to our drinking water and was there a need for a full blown treatment plant. Mr. Mader stated it may come to that but regulations change continually. The lowest cost option was what the Utilities Department looked at.

Well depth of all 21 wells were discussed which were at a depth of 130' to 140' representing the bottom of the aquifer. It was recommended that the Utilities Department look at other communities with uranium problems and what was being done. Pretreated water was mentioned in other larger communities and may be what we needed to do. Reverse Osmosis was mentioned as being effective in households using them, but would not be something the City would require for each household.

Kent Prior representing HDR Engineering commented on the Coagulation/Filtration system which was proven to work. He commented on the permits required for reverse osmosis. Mentioned were the factors that needed to be looked at in order to choose which options were best. Amit Shirvastava with HDR Engineering commented on by-product disposal. Mr. Prior stated the system proposed could be expanded. Mr. Mader commented there were not many other options available due to other contaminants in the surrounding areas.

Mr. Mader stated the majority of the capital cost could be paid in cash or short-term financing. The annual cost may require an increase in rates. Annual cost was expected to be approximately \$1,000,000 per year. Life expectancy for the equipment was expected to be in excess of 20 years. Timeline for a rate increase was speculated for October 2011.

ADJOURNMENT: The meeting was adjourned at 9:45 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item G3

#2011-15 - Approving Acquisition of Utility Easement - 805 Allen Drive - GI Hospitality, Inc.

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

Staff Contact: Gary R. Mader

RESOLUTION 2011-15

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

WHEREAS, a public hearing was held on January 25, 2011, 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 southerly ten (10.0) feet of the northerly fifty seven (57.0) feet of the westerly ten (10.0) feet of Lot One (1), Meadowlark West Eighth Subdivision

The above-described easement and right-of-way containing a total of 100 square feet, more or less, as shown on the plat dated 12/30/2010, 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 GI Hospitality, Inc., on the above-described tract of land.

- - -

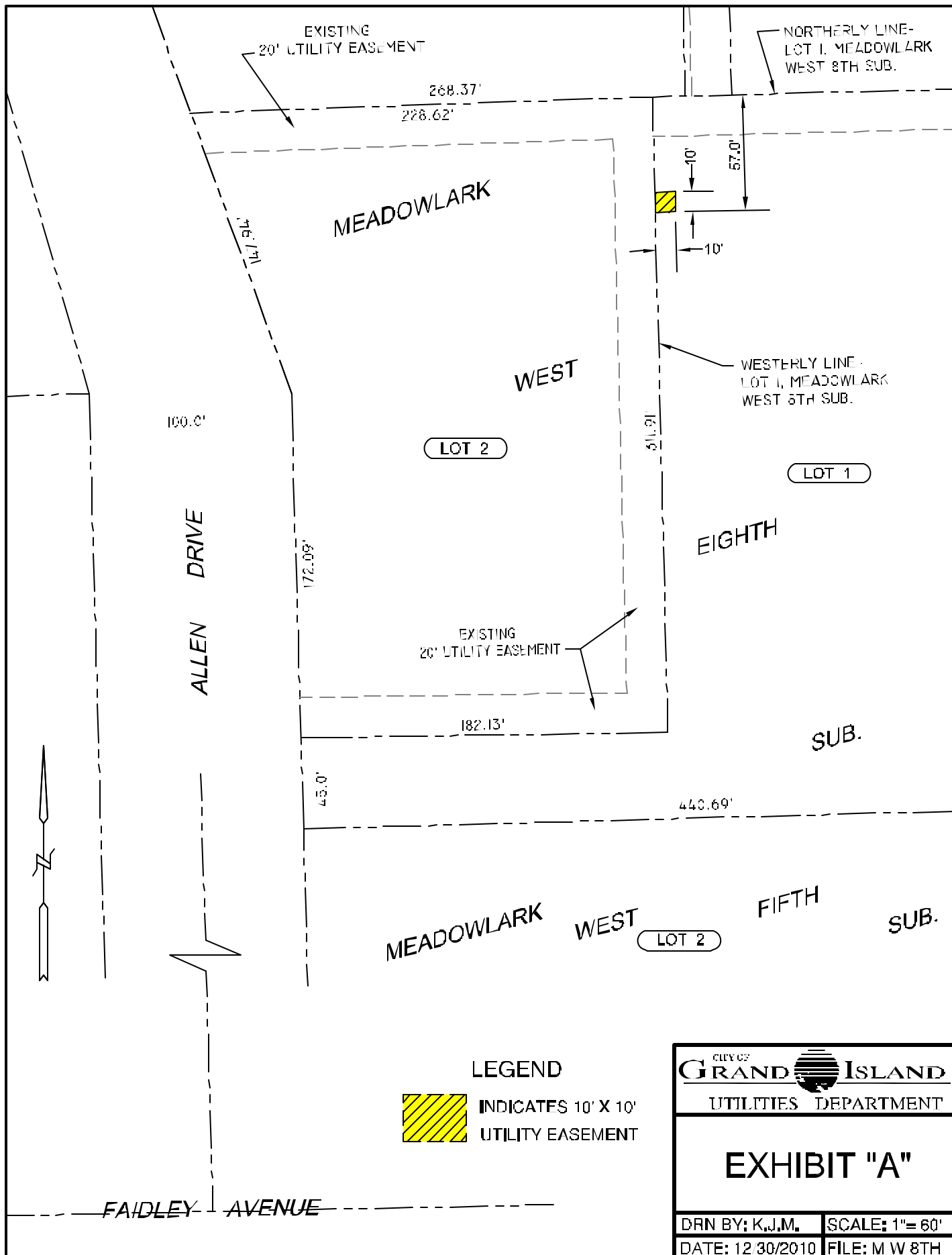
Adopted by the City Council of the City of Grand Island, Nebraska, January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 21, 2011	☐ City Attorney



CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 60'
DATE: 12/30/2010	FILE: M W 8TH



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item G4

#2011-16 - Approving Acquisition of Utility Easement - 809 Allen Drive - Younes

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

Staff Contact: Gary R. Mader

RESOLUTION 2011-16

WHEREAS, a public utility easement is required by the City of Grand Island, from Paul and Linda Younes, 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 January 25, 2011, 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 southerly ten (10.0) feet of the northerly thirty (30.0) feet of the westerly ten (10.0) feet of the easterly thirty (30.0) feet of Lot Two (2), Meadowlark West Eighth Subdivision.

The above-described easement and right-of-way containing a total of 100 square feet, more or less, as shown on the plat dated 12/30/2010, 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 Paul and Linda Younes, on the above-described tract of land.

- - -

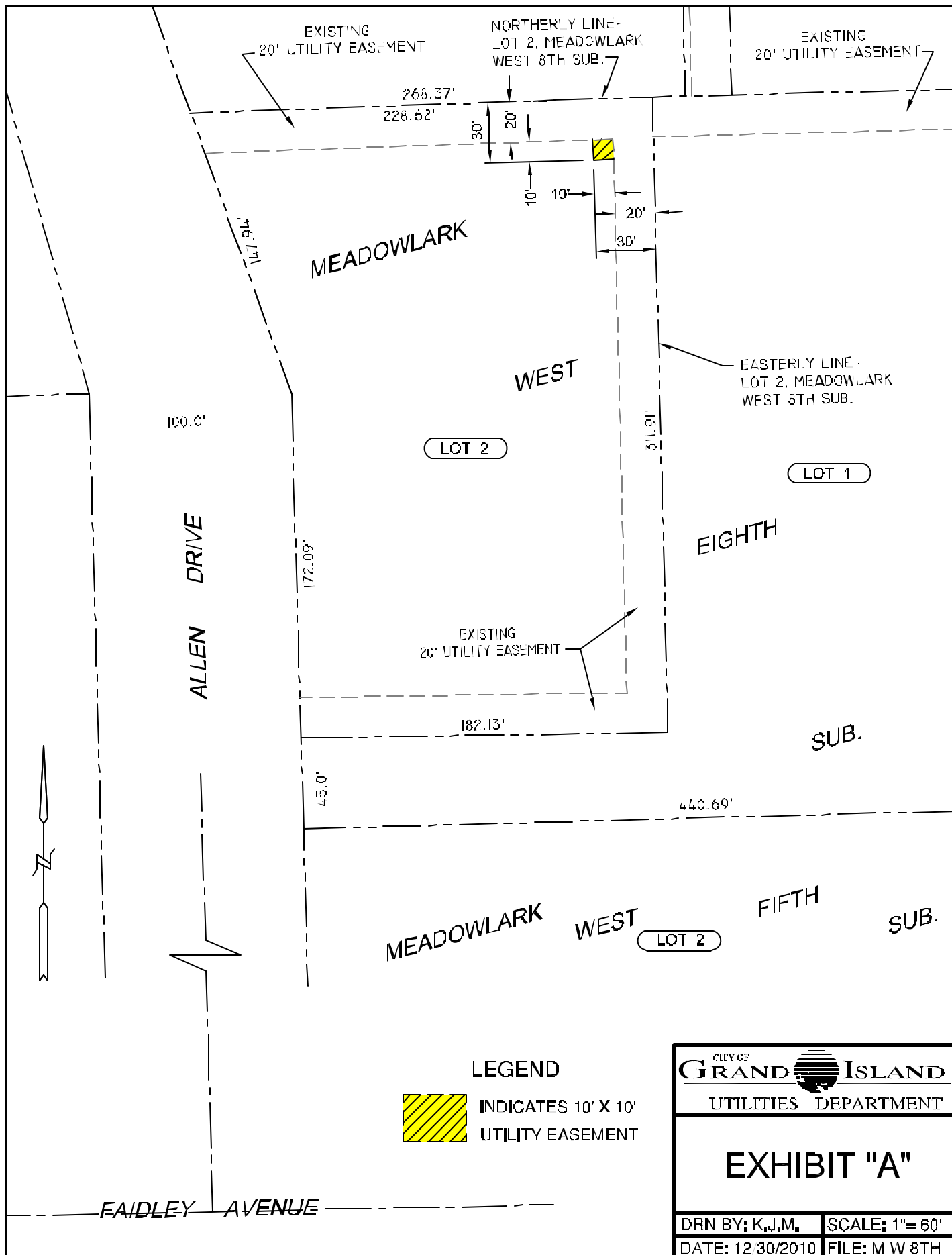
Adopted by the City Council of the City of Grand Island, Nebraska, January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 21, 2011	☐ City Attorney



CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 60'
DATE: 12/30/2010	FILE: M W 8TH



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item G5

**#2011-17 - Approving Bid Award - Water Main Project 2009-W-1 -
Cedar Street and Union Pacific Railroad**

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: January 25, 2011

Subject: Water Main Project 2009-W-1
Cedar Street Union Pacific Railroad Crossing

Item #'s: G-5

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

Background

The existing 12" diameter water main in Cedar Street is one of the City's few pipelines that traverses under the Union Pacific Railroad. It provides a connection between the north and south sides of the distribution system. The line was originally installed in 1932 (CD19463).

In late fall of 2008, the old cast-iron main broke within the railroads' right-of-way. Due to the possibility of another pipeline failure and potential damage to railroad property, funding for replacement of this water main was included in the 2010 – 2011 Water Department budget. Plans and specifications for WMP 2009-W-1 were prepared to replace this section of pipeline. The project will install a new 24" diameter steel casing under the tracks at Cedar Street, with a new 12" ductile-iron water main within the casing. The replacement will extend approximately 445 lf. between South Front Street and North Front Street. A map of the crossing area is attached for reference.

Discussion

Bidding documents were advertised in accordance with City Procurement Codes. Fourteen construction companies received copies of the specifications and plans. Four bids were publicly opened at 2:00 p.m. on Tuesday, January 11, 2011. Below is a tabulation of the bid information:

Bidder	Bid Security	Exceptions	Bid Price
General Excavating Lincoln, NE	Universal Surety Company	None	\$275,670.70
Diamond Engineering Company Grand Island, NE	Universal Surety Company	None	\$221,824.91
Van Kirk Brothers Contracting Sutton, NE	Fidelity & Deposit Company	None	\$178,172.30
K2 Construction Lincoln, NE	International Fidelity Ins. Co.	None	\$198,971.10

The bids have been reviewed and evaluated, and are without errors or exceptions.

Alternatives

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

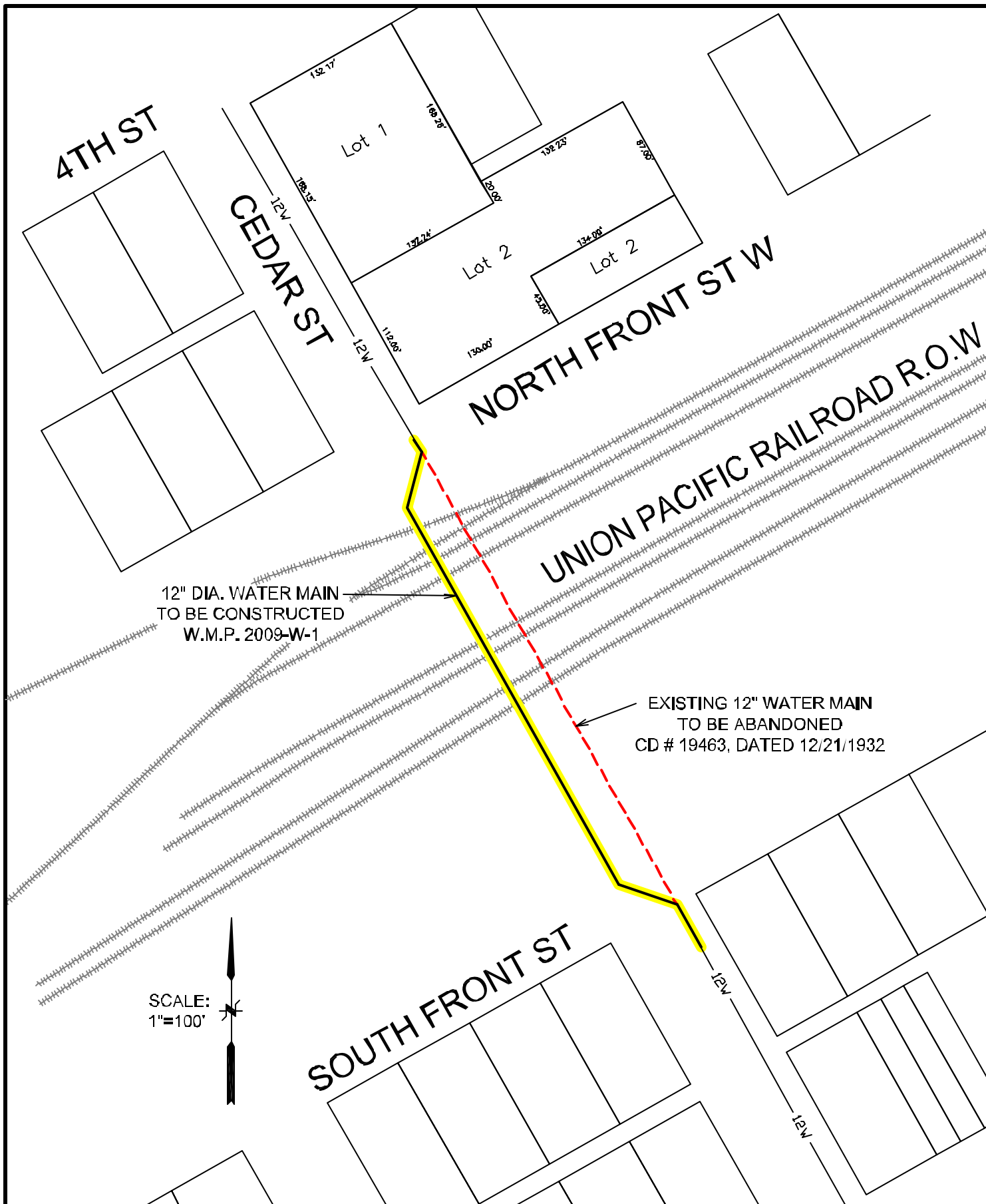
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council award the contract for Water Main Project 2009-W-1, Cedar Street and Union Pacific Railroad, to the low responsive bidder, Van Kirk Brothers Contracting, of Sutton, Nebraska in the amount of \$178,172.30.

Sample Motion

Move to approve the contract for Water Main Project 2009-W-1, Cedar Street and Union Pacific Railroad, to Van Kirk Brothers Contracting of Sutton, Nebraska, in the amount of \$178,172.30.



Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 11, 2011 at 2:00 p.m.
FOR: Water Main Project 2009-W-1
DEPARTMENT: Utilities
ESTIMATE: \$280,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: December 7, 2010
NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder:	<u>General Excavating</u> Lincoln, NE	<u>Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$275,670.70	\$221,824.91
Bidder:	<u>Van Kirk Bros. Contracting</u> Sutton, NE	<u>K2 Construction</u> Lincoln, NE
Bid Security:	Fidelity & Deposit Co.	International Fidelity Ins. Co.
Exceptions:	None	None
Bid Price:	\$178,172.30	\$198,971.10

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Mary Lou Brown, Interim City Administrator
Tom Barnes, Utilities Engineering Mgr.

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

RESOLUTION 2011-16

WHEREAS, the Utilities Department invited sealed bids for Water Main Project 2009-W-1, Cedar Street Union Pacific Railroad Crossing; and

WHEREAS, on January 11, 2011, bids were received, opened and reviewed; and

WHEREAS, Van Kirk Brothers Contracting of Sutton, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$178,172.30; and

WHEREAS, the bid of Van Kirk Brothers Contracting of Sutton, Nebraska, is less than the estimate for replacement of water main at the Cedar Street Union Pacific Railroad Crossing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Van Kirk Brothers Contracting of Sutton, Nebraska, in the amount of \$178,172.30, for Water Main Project 2009-W-1, Cedar Street Union Pacific Railroad Crossing, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 20, 2011	☐ City Attorney



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item G6

**#2011-18 - Approving Bid Award - Water Treatment System
Replacement**

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: January 25, 2011

Subject: Water Treatment System Replacement

Item #'s: G-6

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

Background

Utility boilers and steam turbines used for power generation require highly purified water because of the high pressures and temperatures utilized in the steam cycle. The current water purification system used to supply make up water for the Platte Generating Station boiler is in need of repair/upgrade to maintain reliable operation. The purification equipment was manufactured by Hungerford and Terry and installed during initial plant construction, approximately 30 years ago. The system consists of reverse osmosis preliminary treatment followed by demineralizers that use resin beads to remove positive and negative ions. This treatment process chain produces water purified to make it suitable for use in high pressure boilers. The reverse osmosis (RO) unit is one of the first units ever constructed and the membranes are no longer a standard size. The controls on the demineralizer use air valves and electro-mechanical relays to control resin regeneration cycles. Many of the valves and the chemical injection pumps need to be rebuilt. To evaluate the cost of repairing the existing system, Hungerford and Terry was retained to inspect and report findings regarding the condition of the system. A list of valves and pumps requiring replacement and rebuilding were recommended for replacement or in need of rebuilding, as well as a new electronic control system. Hungerford and Terry proposed a budget amount of \$500,000 to make these repairs.

A second option was investigated to replace the entire system with modern treatment equipment. The two options were compared using budgetary numbers and annual operational cost to determine total cost over the next 10 years. It was determined that installing a new system would have less capital cost, and because of advances in water purification technology, the annual operational cost will be half of the current system. Engineering staff therefore developed specifications for a new system based on the latest technology for water purification.

Discussion

The specifications for the Water Treatment System Replacement were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on Tuesday, January 11, 2011. Specifications were sent to eight potential bidders and responses were received as listed below. The engineer's estimate for this project was \$440,000.00.

<u>Bidder</u>	<u>Bid Price</u>
Eco-Tec, Pickering, Ontario	\$ 427,956.13

The bid was reviewed by Utility Engineering staff. Staff checked references provided by the contractor, and contacts provided a positive report. Also, Eco-Tec water treatment equipment is being used at the new power plant being built at Hastings. The bid is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for the Water Treatment System Replacement to Eco-Tec of Pickering, Ontario, as the low responsive bidder, with the bid price of \$427,956.13.

Sample Motion

Motion to approve the bid award of \$427,956.13 from Eco-Tec for the Water Treatment System Replacement as submitted.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 11, 2011 at 2:15 p.m.

FOR: Water Treatment System Replacement

DEPARTMENT: Utilities

ESTIMATE: \$440,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: December 21, 2010

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder: Eco-Tec
Pickering, Ontario,

Bid Security: Travelers Casualty & Surety Co.

Exceptions: None

Bid Price:

Materials: \$399,959.00

Labor: ----

Sales Tax: \$ 27,997.13

Total Base Bid: \$427,956.13

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Mary Lou Brown, Interim City Administrator
Lynn Mayhew, Utility Production Eng.

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

P1450

RESOLUTION 2011-18

WHEREAS, the Utilities Department invited sealed bids for Water Treatment System Replacement; and

WHEREAS, on January 11, 2011, bids were received, opened and reviewed; and

WHEREAS, Eco-Tec, Inc., of Pickering, Ontario, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$427,956.13; and

WHEREAS, the bid of Eco-Tec, Inc. of Pickering, Ontario, is less than the estimate for Water Treatment System Replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Eco-Tec, Inc. of Pickering, Ontario, in the amount of \$427,956.13, for Water Treatment System Replacement, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 20, 2011	☐ City Attorney



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item G7

#2011-19 - Approving Bid Award - Vista Switchgear

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: January 25, 2011

Subject: Vista Switchgear

Item #'s: G-7

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

Background

The Utilities Department constructed and maintains the three phase electric power systems supplying JBS Swift. JBS is connected to two Substations, "E" and "H" with overhead lines to JBS property, then underground to pad-mounted switchgear, then to power transformers that step down the 13,800 volt power to both 4,160 volts and 480 volts for use in the JBS plant. The current pad-mounted switchgear does not allow three phase switching, i.e., switching that closes all three phases into a transformer at the same time. Closing a three phase circuit one phase at a time is hazardous at feeder voltage levels. If it is not done quickly enough, there can be circulating current which can cause a fuse to blow as the connector is being inserted. The process is to close one connection, then with two persons standing side by side, close #2 and #3 simultaneously.

The new design of switchgear allows three phase switching with a single throw, improving safety for operating personnel and preventing damage to connected equipment.

Discussion

Specifications were prepared for the purchase of three (3) pad-mounted switch gear units. Bid documents were sent to four potential bidders. Bids were received from two bidders. On January 12, 2011, bids were publicly opened per City Purchasing requirements. The bids are as follows:

Bidder	Base Price	Sales Tax	Total Bid Price
Kriz Davis of Grand Island, NE	\$132,882.00	\$9,301.74	\$142,183.74
Wesco Distribution of Sioux City, IA	\$133,575.00	\$7,350.25	\$142,925.25

Both bidders noted delivery times that were shorter than the specified 120 days. Both bids are compliant with the specifications. The low bid from Kriz Davis of Grand Island, Nebraska, is below the engineer's estimate of \$150,000.

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

City Administration recommends that the Council award the bid for three (3) Vista Switchgear units to Kriz Davis Company of Grand Island, Nebraska.

Sample Motion

Move to approve the bid award for three (3) Vista Switchgear units to Kriz Davis Company of Grand Island, Nebraska in the amount of \$142,183.74.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 12, 2011 at 2:00 p.m.
FOR: Vista Switchgear
DEPARTMENT: Utilities
ESTIMATE: \$150,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: December 20, 2010
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Kriz Davis Company</u>	<u>Wesco Distribution</u>
	Grand Island, NE	Sioux City, IA
Exceptions :	Noted	Noted
Base Bid Price:	\$132,882.00	\$133,575.00
Sales Tax:	<u>\$ 9,301.74</u>	<u>\$ 9,350.25</u>
Total Bid Price:	\$142,183.74	\$142,925.25

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Mary Lou Brown, Interim City Administrator

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

P1449

RESOLUTION 2011-19

WHEREAS, the Utilities Department invited sealed bids for Vista Switchgear; and

WHEREAS, on January 12, 2011, bids were received, opened and reviewed; and

WHEREAS Kriz Davis Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$142,183.74; and

WHEREAS, the bid of Kriz Davis Company of Grand Island, Nebraska, is less than the estimate for Vista Switchgear.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Kriz Davis Company of Grand Island, Nebraska, in the amount of \$142,183.74, for Vista Switchgear, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item G8

#2011-20 - Approving Change Order No. 3 for Primary Clarifier Mechanisms at the Wastewater Treatment Plant

Staff Contact: Gary R. Mader, Interim Public Works Director

Council Agenda Memo

From: Gary R. Mader, Interim Public Works Director

Meeting: January 25, 2011

Subject: Approving Change Order Number 3 for Primary Clarifier Mechanisms at the Wastewater Treatment Plant

Item #'s: G-8

Presenter(s): Gary R. Mader, Interim Public Works Director

Background

At the City Council meeting of November 9, 2009, Project WWTP-2010-2, Primary Clarifier Mechanism Replacement, was awarded to Oakview Construction, Inc. of Red Oak, Iowa. That project is now completed.

Discussion

During the latter stages of construction, WWTP staff met with the contractor to reduce the landscape restoration provisions of the contract.

Change Order Number 3 covers this reduction in scope of work. City staff handled some of the repair and replacement of landscaped areas damaged by construction activity. The reduction in scope of work outlined was in mutual agreement among contractor, engineer, and owner to complete landscape work prior to winter freeze.

The Change Order amount is a reduction of \$3,100.00 resulting in a final contract amount of \$633,217.00. All other provisions of the contract remain unchanged.

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 Change Order Number 3 with the contracting firm, Oakview Construction, Inc. of Red Oak, Iowa.

Sample Motion

Move to approve Change Order Number 3 with the contracting firm, Oakview Construction, Inc. of Red Oak, Iowa.

**CITY OF GRAND ISLAND, NEBRASKA
WASTEWATER TREATMENT PLANT
PRIMARY CLARIFIER MECHANISM REPLACEMENT PROJECT**

**CITY PROJECT WWTP-2010-2
BLACK & VEATCH PROJECT NO. 165278**

CHANGE ORDER NO. 3

Change Order No. 3 covers reduction of scope of work in area landscape repair. City staff procured services for removal and replacement of landscaped construction activity damaged areas. The reduction of scope of work outlined was in mutual agreement between contractor, engineer, and owner to escalate work prior to winter freeze.

The Contract Price shall change as follows as a result of the reduced work to be done as described below.

- Remove and replace landscaped damaged construction areas

ORIGINAL CONTRACT PRICE	\$602,400.00
ADDENDUM NO. 1	\$290.00
CHANGE ORDER NO. 1	\$17,515.00
CHANGE ORDER NO. 2	\$16,112.00
CHANGE ORDER NO. 3	(\$3,100.00)
REVISED CONTRACT PRICE	\$633,217.00

All other provisions of the contract remain unchanged.

Agreed to this _____ day of _____, 2011

Recommended:
Black & Veatch Corporation

Approved:
City of Grand Island

By: _____
Project Manager

By: _____

Date:_____

Date:_____

Approved:
Oakview Construction, Inc.

By:_____

Date:_____

Approved as to Form _____ January 25, 2011 City Attorney
--

RESOLUTION 2011-20

WHEREAS, on November 9, 2009, by Resolution Number 2009-293, the City Council of Grand Island approved a \$602,400.00 contract with Oakview Construction, Inc. of Red Oak, Iowa for Project WWTP-2010-2 Primary Clarifier Mechanism Replacement at the City of Grand Island Waste Water Treatment Plant; and

WHEREAS, by Resolution Number 2010-14 on January 12, 2010, the City Council of Grand Island approved Addendum Number 1 with Oakview Construction, Inc. in the amount of \$290.00 for furnishing property insurance for the project; and

WHEREAS, by Resolution Number 2010-126 on May 11, 2010, the City Council of Grand Island approved Change Order Number 1 for the amount of \$17,515.00 for additional concrete repairs to the effluent boxes and troughs for the primary clarifiers; and

WHEREAS, change Order Number 2 for additional concrete repairs to the grit basin chambers, is for the amount of \$ 16,112.00; and

WHEREAS, Change Order No. 3 for reduced scope of work in area landscape repair; and

WHEREAS, with the inclusion of the above modifications to the contract the revised contract price is \$633,217.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order Number 3 with the contracting firm, Oakview Construction, Inc. of Red Oak, Iowa, in the amount of (\$3,100.00) for Project WWTP-2010-2 Primary Clarifier Mechanism Replacement is hereby approved

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

Adopted by the City Council of the City of Grand Island, Nebraska, on January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form
January 25, 2011

City Attorney



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item G9

**#2011-21 - Approving Bid Award for (4) 2011 Ford Crown
Victoria RWD Full Size Police Sedans**

Staff Contact: Pete Kortum

Council Agenda Memo

From: Pete Kortum, Police Captain

Meeting: January 25, 2011

Subject: Purchase of Police Vehicles

Item #'s: G-9

Presenter(s): Pete Kortum, Police Captain

Background

The police department proposes the purchase of four (4) Ford Crown Victoria's. The police department advertised for bids, detailing department specifications. Anderson Ford, Grand Island submitted the low bid for four (4) vehicles @ \$22,163.84 each. The total amount is \$88,655.36 and is in the 2011 budget.

Discussion

The police department advertised for bids for four (4) 2011 Ford Crown Victoria full size police sedans. Bid packets were sent to the following Ford Dealers: Anderson Ford, Grand Island; Frontier Ford, Hastings; Crossroads Ford, Kearney; Wortman Motors, Aurora; and Jacob's Ford, St. Paul.

The City Clerk received bids from Anderson Ford and Frontier Ford. In addition, consideration was given to the state bid contract from Tincher Ford-Mercury, Plattsmouth.

The net bids are as follows:

Anderson Ford, Grand Island, four (4) @ \$22,163.84 – Total \$88,655.36

Frontier Ford, Hastings, four (4) @ \$22,780.00 – Total \$91,120.00

Tincher Ford-Mercury, Plattsmouth, four (4) @ \$23,209 – Total \$92,836.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of four (4) 2011 Ford Crown Victoria's from Anderson Ford, Grand Island in the amount of \$88,655.36.

Sample Motion

Move to approve the purchase of four (4) Ford Crown Victoria's at a cost of \$88,655.36 from Anderson Ford, Grand Island.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: January 11, 2011 at 2:30 p.m.

FOR: (4) 2011 Ford Crown Victoria RWD Full Size Police Sedans

DEPARTMENT: Police

ESTIMATE: \$90,976.00

FUND/ACCOUNT: 10022301-85625

PUBLICATION DATE: January 1, 2011

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Frontier Ford Lincoln Mercury, Inc. Anderson Ford Lincoln Mercury</u>	
	Hastings, NE	Grand Island, NE
Exceptions:	Noted	Noted
Bid Price:		
Each:	\$22,154.00	\$22,163.84
Total:	\$88,616.00	\$88,655.36

cc: Steve Lamken, Police Chief
Jason Eley, Purchasing Agent
Police Sgt. Danny Dubbs

Pete Kortum, Police Captain
Mary Lou Brown, Interim City Admin.

P1453

RESOLUTION 2011-21

WHEREAS, the police department will purchase four (4) 2011 Ford Crown Victoria police sedans for police patrol, and

WHEREAS, Anderson Ford, Grand Island was the low bid submitted, and

WHEREAS, the expense, \$88,655.36 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, January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item G10

**#2011-22 - Approving Physio-Control Monitors Maintenance
Contract Addendum**

Staff Contact: Troy Hughes

Council Agenda Memo

From: Russ Blackburn, EMS Division Chief

Meeting: January 25, 2011

Subject: Physio-Control Monitors Maintenance Contract

Item #'s: G-10

Presenter(s): Russ Blackburn, EMS Division Chief

Background

On the July 10, 2007 City Council Meeting, the City entered into an agreement with Physio Control for a 5-year agreement for service of the Grand Island Fire Department heart monitors. The contract covered monitors not still under warranty, and eliminated annual increases for this service by committing to a five year agreement.

In July of 2010 the Fire Department bought four refurbished Life-Pak Monitors, and needs to add them to this service contract. Adding the four monitors, to the existing contract, increases the cost of the contract \$5,668.65 for the remaining term of the contract or through May 12, 2012. Original contract amount was \$36,700 for eight monitors for 5-years, most of which has already been paid on yearly installments, but increases to \$42,368.65 for 12 monitors.

Discussion

The Life-Pak 12 Cardiac monitor allows the Fire Department's EMTs to defibrillate a patient's heart, that has stopped beating, as an Automatic External Defibrillator. The Life-Pak 12 allows our paramedics to see the cardiac rhythm in 3 lead or 12 lead format, get pulse oxygenation readings, monitor end tidal CO2 levels, take automated blood pressures, mark time during treatment, record events during cardiopulmonary resuscitation efforts, and manually defibrillate patients. These monitors can be a great help in quality patient care.

Having the monitors inspected annually and repaired when needed reduces the City of Grand Island's liability for the performance of these monitors. Repairs are done at no additional cost, saving the City money over the duration of the contract. We currently have a monitor in for replacement of a printer at an estimated cost of \$1,200.00. When a

monitor needs repairs Physio sends a replacement monitor to use while the repairs are completed, not reducing our available assets.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the contract addendum as submitted.

Sample Motion

Move to approve.

RESOLUTION 2011-22

WHEREAS, the City of Grand Island Fire Department utilizes twelve LifePak-12 cardiac monitors, four of which are not currently covered by warranty or service agreement; and

WHEREAS, the Fire Department has entered into a five year contract for the previous eight monitors, and will be adding four additional monitors for the remaining term of the contract; and

WHEREAS, this proposed service support agreement between the City of Grand Island and Medtronic Emergency Response Systems for such purposes has been previously reviewed by the City Attorney's office

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

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, January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item G11

**#2011-23 - Approving Consent and Waiver for Baird Holm to
Represent the City of Grand Island**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: January 25, 2011

Subject: Consent and Waiver for Baird Holm to Represent the City of Grand Island

Item #'s: G-11

Presenter(s): Mary Lou Brown, Finance Director

Background

Baird Holm LLP has represented the City of Grand Island as the City's bond counsel for bonds issued from time to time by the City wherein Ameritas Investment Corp (Ameritas) has served as the bond underwriter. With the upcoming bond refinancings, Baird Holm will continue to represent the City. Baird Holm LLP has served, and continues to serve, (1) as bond counsel and underwriter's counsel to Ameritas on various matters unrelated to the City, and (2) as special counsel to the City on various matters, including its role as bond counsel. Because of this, Baird Holm can not represent the City in connection with its Bond issues without the consent of both parties.

Discussion

Ameritas consents to Baird Holm LLP representing the City in connection with its Bond Issues and that Baird Holm LLP will not be representing the interests of Ameritas in the City's Bond Issues. Ameritas understands that Baird Holm LLP will not be able to share any confidential information it might obtain in connection with the City's Bond Issues without the consent of the City.

In the event of litigation or a contentious dispute between Ameritas and the City in connection with any of the City's Bond Issues, Baird Holm LLP would not represent any party in such dispute. In the event of such contentious dispute or litigation, Baird Holm LLP would withdraw as counsel for the City with respect to such matter.

Leading up to, during and after Baird Holm's representation of the City in connection with the City's Bond Issues, (1) Baird Holm LLP may continue to represent Ameritas on matters unrelated to the City and the City's Bond Issues, and (2) Baird Holm LLP may represent the City on matters unrelated to the City's Bond Issues.

Alternatives

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

1. Move to approve the consent to and waiver of Baird Holm LLP's representation as set forth in the attached letter.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the consent to and waiver of Baird Holm LLP's representation as set forth in the attached letter.

Sample Motion

Move to approve the consent to and waiver of Baird Holm LLP's representation as set forth in the attached letter.

Michael G. Rogers

1500 Woodmen Tower
1700 Farnam St
Omaha, NE 68102-2068
Tel: 402.344.0500
Fax: 402.344.0588
Direct: 402.636.8287
mrogers@bairdholm.com
www.bairdholm.com
Also admitted in Colorado

January 5, 2011

VIA US MAIL

Ameritas Investment Corp.
440 Regency Parkway Drive, Suite 222
Omaha, Nebraska 68114
Attention: Mr. Bruce Lefler, Senior Vice President

City of Grand Island
P.O. Box 1968
100 East First Street
Grand Island, Nebraska
Attention: Ms. RaNae Edwards, City Clerk

Ladies and Gentlemen:

This letter confirms the request that Baird Holm LLP represent the City of Grand Island, in the State of Nebraska, (the "City") as the City's bond counsel for bonds to be issued from time to time by the City wherein Ameritas Investment Corp. ("Ameritas") will serve as bond underwriter (the "Bond Issues").

As you are aware, Baird Holm LLP has served, and continues to serve, (1) as bond counsel and underwriter's counsel to Ameritas Investment Corp. on various matters unrelated to the City, and (2) as special counsel to the City on various matters, including its role as bond counsel. Because of this, we can not represent the City in connection with its Bond Issues without the consent of both parties.

We understand that Ameritas consents to Baird Holm representing the City in connection with its Bond Issues as described in this letter, and that Baird Holm LLP will not be representing the interests of Ameritas in the City's Bond Issues. Ameritas understands that Baird Holm LLP will not be able to share any confidential information it might obtain in connection with the City's Bond Issues without the consent of the City.

Please be advised that in the event of litigation or a contentious dispute between Ameritas and the City in connection with any of the City's Bond Issues, Baird Holm LLP would not represent any party in such dispute. In the event of such contentious dispute or litigation, Baird Holm LLP would withdraw as counsel for the City with respect to such matter. We understand each of you consent to the foregoing.

Leading up to, during and after our representation of the City in connection with the City's Bond Issues, (1) Baird Holm LLP may continue to represent Ameritas on matters unrelated to the City and the City's Bond Issues, and (2) Baird Holm LLP may represent the City on matters unrelated to the City's Bond Issues. We understand that each of you also consent to such continuing and future representation by Baird Holm LLP.

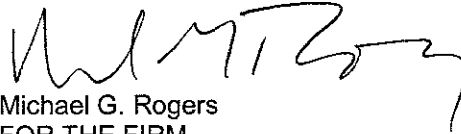


cc: Mayor
Admin
1-7-11

Ameritas Investment Corp.
City of Grand Island, Nebraska
January 5, 2011
Page 2

We appreciate the willingness of each of you to consent to the representation as described in this letter. If this letter accurately sets forth the understanding among us and your consent to and waiver of our representation as described above, please sign the following Consent and Waiver and return a copy of this letter to me.

Yours very truly,

A handwritten signature in black ink, appearing to read "Michael G. Rogers", with a stylized flourish at the end.

Michael G. Rogers
FOR THE FIRM

MGR/sin

cc: Dale M. Shotkoski, Esq.

Consent and Waiver

The undersigned hereby acknowledge that they have had an opportunity, if they wished to do so, to consult with legal counsel other than Baird Holm with respect to this Consent and Waiver, and agree to the terms of the foregoing letter and: (1) consent to Baird Holm representing the City in connection with its Bond Issues; (2) waive all objections to such representation; (3) consent to Baird Holm's continued representation of (a) Ameritas Investment Corp. and (b) the City in connection with matters unrelated to the City's Bond Issues; and (4) waive objections to and potential conflicts of interest that may exist with respect to such continued representation.

Ameritas Investment Corp.

By: _____
Title: _____

City of Grand Island, in the State of Nebraska

By: _____
Title: _____

RESOLUTION 2011-23

WHEREAS, Ameritas consents to Baird Holm LLP representing the City in connection with its Bond Issues and that Baird Holm LLP will not be representing the interests of Ameritas in the City's Bond Issues; and

WHEREAS, Ameritas understands that Baird Holm LLP will not be able to share any confidential information it might obtain in connection with the City's Bond Issues without the consent of the City; and

WHEREAS, In the event of litigation or a contentious dispute between Ameritas and the City in connection with any of the City's Bond Issues, Baird Holm LLP would not represent any party in such dispute; and

WHEREAS, In the event of such contentious dispute or litigation, Baird Holm LLP would withdraw as counsel for the City with respect to such matter; and

WHEREAS, Leading up to, during and after Baird Holm's representation of the City in connection with the City's Bond Issues, (1) Baird Holm LLP may continue to represent Ameritas on matters unrelated to the City and the City's Bond Issues, and (2) Baird Holm LLP may represent the City on matters unrelated to the City's Bond Issues; and

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

The attached letter accurately sets forth the understanding among Baird Holm LLP, Ameritas and the City of Grand Island and our consent to and waiver of Baird Holm LLP's representation. The Mayor is so authorized to sign the Consent and Waiver document.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 19, 2011	☐ City Attorney



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item G12

#2011-24 - Approving Required Interim Amendment for the City of Grand Island's 457(b) Retirement Plan Document

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: January 25, 2011

Subject: Required Interim Amendment for the City of Grand Island's 457(b) Retirement Plan Document

Item #'s: G-12

Presenter(s): Mary Lou Brown, Finance Director

Background

Due to recent law changes and IRS guidance, Ameritas Life Insurance Corp, was required to make certain changes to the City of Grand Island's retirement plan. The changes were made under the following two pieces of legislation: Heroes Earning Assistance and Relief Tax (HEART) Act of 2008; and Worker, Retiree and Employer Recovery Act of 2008 (WRERA).

Discussion

This is an Interim Amendment required by the IRS for all qualified retirement plans. The changes are to comply with the HEART Act of 2008 and the WRERA Act of 2008.

The HEART Act allows the plan to treat a Participant who dies while performing qualified military service as re-employed and to receive benefit accruals and vesting. The City of Grand Island 457 plan does not have employer contributions so accruals and vesting are not applicable. The default option on the amendment is to not adopt this provision.

The WRERA Act allows the plan to not process required minimum distributions in 2009 to former participants age 70½ or older. The plan did not process 2009 minimum distributions for participants unless requested by the participant. This is the default option of the amendment. In addition, it requires the plan to allow non-spousal beneficiaries to rollover the 457 account to an IRA or another qualified retirement plan.

Alternatives

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

1. Move to approve the Interim Amendment as attached.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the Interim Amendment as attached.

Sample Motion

Move to approve the Interim Amendment.

Tami Herald

From: SHolechek@ameritas.com
Sent: Tuesday, January 04, 2011 11:31 AM
To: Tami Herald
Cc: SDoane@ameritas.com
Subject: RE: FW: 210742 City of Grand Island 457 Deferred Compensation Plan interim amendment

Tami,

For you, of course!

This is an Interim Amendment required by the IRS for all qualified retirement plans. This is for compliance with the Heroes Earnings Assistance and Relief Tax (HEART) Act of 2008 and the Worker, Retiree and Employer Recovery Act of 2008 (WRERA) and other guidance.

The HEART Act allows the plan to treat a Participant who dies while performing qualified military service as re-employed and to receive benefit accruals and vesting. The City of Grand Island 457 plan does not have employer contributions so accruals and vesting are not applicable. The default option on the amendment is to not adopt this provision.

The WRERA Act allows the plan to not process required minimum distributions in 2009 to former participants age 70 1/2 or older. The plan did not process 2009 minimum distributions for participants unless requested by the participant. This is the default option of the amendment. In addition, it requires the plan to allow non-spousal beneficiaries to rollover the 457 account to an IRA or another qualified retirement plan.

Hope that this helps! Please let me know if you need further information!

Scott A. Holechek, CEBS, FLMI | Retirement Plans | Director – Governmental and Client Relationship Services
5900 O Street, Lincoln, NE 68510 | p: 800-745-9995 ext. 87398 | f: 402-467-7952 |
sholechek@ameritas.com

We are committed to our clients' financial growth and stability by building trusted relationships and providing solutions through personalized, dedicated service.

Registered Representatives of Ameritas Investment Corp. do not provide tax or legal advice. Please consult with your tax advisor or attorney regarding your situation.

Your e-mail message is not private in that regulations require it to be subject to review by AIC. If you are not the intended recipient and have received this e-mail in error, please contact the sender immediately and delete this material from your computer.

Tami Herald <TamiH@grand-island.com>

To "SHolechek@unifocompanies.com" <SHolechek@unifocompanies.com>

cc

01/04/2011 09:41 AM

Subject RE: FW: 210742 City of Grand Island 457 Deferred Compensation Plan interim amendment

1/4/2011



December 2010

RE: Required Interim Amendment for your 457(b) Retirement Plan Document

Dear Plan Sponsor,

Due to recent law changes and IRS guidance, we were required to make certain changes to your retirement plan. Attached is an amendment for your plan designed to comply with the recent changes made under the following legislation:

- Heroes Earnings Assistance and Relief Tax (HEART) Act of 2008; and
- Worker, Retiree and Employer Recovery Act of 2008 (WRERA).

Please sign the attached amendment no later than December 31, 2010, and retain a copy for your records. Please return a copy of the signed amendment to your Client Service Representative via email, fax or regular mail to:

Ameritas Life Insurance
P.O. Box 40888
Cincinnati, OH 45240-0888
Attn: Betsy Schaaf

If you have any questions about the attached amendment please contact your Client Service Representative.

Sincerely,

Betsy Schaaf, J.D.
Vice President ERISA Services & Administration

GOVERNMENTAL 457(B) PLAN

INTERIM AMENDMENT

HEROES EARNINGS ASSISTANCE AND RELIEF TAX (HEART) ACT OF 2008, WORKER, RETIREE, AND
EMPLOYER RECOVERY ACT OF 2008 (WRERA) AND OTHER GUIDANCE

ARTICLE I
PURPOSE OF AMENDMENT

- 1.01 **Compliance with Plan Qualification Requirements.** This Interim Amendment and the elective provisions below are intended to qualify as a good-faith amendment of the Plan to document the Plan's compliance with the requirements under the Heroes Earnings Assistance and Relief Tax (HEART) Act of 2008 and the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA).
- 1.02 **Application of Amendment.** This amendment supersedes any contrary provisions under the Plan.

ARTICLE II
REQUIREMENTS UNDER HEROES EARNINGS ASSISTANCE AND RELIEF TAX (HEART) ACT OF 2008

- 2.01 **Death Benefits under Qualified Military Service.** In the case of a Participant who dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as though the Participant resumed and then terminated employment on account of death. In addition, a Participant who dies while performing qualified military service will also be credited with service for vesting purposes under the Plan as though the Participant resumed and then terminated employment on account of death. This provision is effective with respect to deaths occurring on or after January 1, 2007.
- 2.02 **Benefit Accruals.** If elected under Section 4.01(a)(1) of the Elective Provisions section below, for benefit accrual purposes, the Plan will treat an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service (as defined in Code §414(u)) with respect to the Employer, as if the individual has resumed employment in accordance with the individual's reemployment rights under chapter 43 of title 38, United States Code, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. This provision is effective with respect to deaths and disabilities occurring on or after January 1, 2007, unless a later date is elected under Section 5.01(a)(2).
- (a) This Section 2.02 shall apply only if all individuals performing qualified military service with respect to the Employer maintaining the plan who die or became disabled as a result of performing qualified military service prior to reemployment by the employer are credited with service and benefits on reasonably equivalent terms.
- (b) The amount of employee contributions and the amount of elective deferrals of an individual treated as reemployed under this Section 2.02 shall be determined on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of:
- (1) the 12-month period of service with the Employer immediately prior to qualified military service, or
- (2) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.
- 2.03 **Differential Pay.** Effective for years beginning on or after January 1, 2009, in the case of an individual who receives Differential Pay from the Employer:
- (a) such individual will be treated as an Employee of the Employer making the payment, and

- (b) the Differential Pay shall be treated as wages and will be included in calculating an Employee's Total Compensation under the Plan.

If all Employees performing service in the Uniformed Services are entitled to receive Differential Pay on reasonably equivalent terms and are eligible to make contributions based on the payments on reasonably equivalent terms, the Plan shall not be treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit based on Differential Pay. The Employer may elect to exclude Differential Pay from the definition of Plan Compensation under Section 4.01(b) of the Elective Provisions section below.

For purposes of this Section 2.03, Differential Pay means any payment which is made by an Employer to an individual while the individual is performing service in the Uniformed Services while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer. In applying the provisions of this Section 2.03, Uniformed Services are services as described in Code §3401(h)(2)(A).

Notwithstanding the provisions of this Section 2.03, an individual shall be treated as having been severed from employment during any period the individual is performing service in the Uniformed Services for purposes of receiving a Plan distribution. If an individual elects to receive a distribution by reason of this paragraph, the individual may not make employee contributions under the Plan during the 6-month period beginning on the date of the distribution.

ARTICLE III

REQUIREMENTS UNDER WORKER, RETIREE AND EMPLOYER RECOVERY ACT OF 2008 (WRERA)

- 3.01 **Waiver of Required Minimum Distributions.** For calendar year 2009, the Required Minimum Distribution rules under the Plan will not apply. In applying the Required Minimum Distribution provisions of the Plan for the 2009 Distribution Calendar Year,

- (a) the Required Beginning Date with respect to any individual shall be determined without regard to this subsection (a) for purposes of applying this paragraph for Distribution Calendar Years after 2009, and
- (b) required distributions to a beneficiary upon the death of the Participant shall be determined without regard to calendar year 2009.

A Participant or beneficiary who would have been required to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year but for the enactment of Code §401(a)(9)(H) ("2009 RMD"), may elect whether or not to receive the 2009 RMD (or any portion of such distribution). A distribution of the 2009 RMD or a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of the participant and the participant's designated beneficiary, or for a period of at least 10 years, will be treated as an Eligible Rollover Distribution. However, if all or any portion of a distribution during 2009 is treated as an Eligible Rollover Distribution but would not be so treated if the Required Minimum Distribution requirements under the Plan had applied during 2009, such distribution shall not be treated as an Eligible Rollover Distribution for purposes of Code §§401(a)(31), 402(f) or 3405(c). (See Notice 2009-82 for transitional rules that apply for purposes of applying the rollover rules to the distribution of 2009 RMDs.)

- 3.02 **Non-Spousal Rollovers after December 31, 2009.** Effective for Plan Years beginning after December 31, 2009, the Plan must permit a non-spouse beneficiary (as defined in Code §401(a)(9)(E)) to make a direct rollover of an eligible rollover distribution to an individual retirement account under Code §408(a) or an individual retirement annuity under Code §408(b) that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11). A non-spouse rollover made after December 31, 2009 will be subject to the direct rollover requirements under Code §401(a)(31), the rollover notice requirements under Code §402(f) or the mandatory withholding requirements under Code §3405(c).

ARTICLE IV ELECTIVE PROVISIONS

This Section contains the elective provisions for implementing the interim amendments set forth in this amendment. The interim amendments and any elections under these elective provisions supersede any contrary provisions under the Plan or Adoption Agreement.

4.01 HEART Act Provisions

- (a) **Benefit Accruals.** The benefit accrual provisions under Section 2.02 of this amendment do not apply. To apply the benefit accrual provisions under Section 2.02, check the box below.
- ☐ (1) **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 2.02 of this amendment. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.
- ☐ (2) **Delayed effective date.** Unless elected otherwise under this subsection (2), the benefit accrual provisions apply for deaths or disabilities occurring on or after January 1, 2007.
- ☐ The benefit accrual provisions selected in subsection (1) apply for deaths or disabilities occurring on or after _____ (may not be earlier than January 1, 2007).
- (b) **Treatment of Differential Pay.** Section 2.03 of this amendment provides that if an individual performing service in the Uniformed Services receives Differential Pay from the Employer, such Differential Pay is treated as Total Compensation under the Plan. In addition, unless designated otherwise below, Differential Pay will be treated as Plan Compensation for purposes of applying the contribution provisions under the Plan. To exclude Differential Pay from Plan Compensation, check the box below.
- ☐ **Definition of Plan Compensation.** Check this box if Differential Pay will be excluded from the definition of Plan Compensation. If this box is checked, no contribution under the Plan will be made with respect to Differential Pay.

4.02 **Required Minimum Distribution.** For purposes of applying the Required Minimum Distribution rules for the 2009 Distribution Calendar Year, as described in Section 3.01 of this amendment, a Participant (including an Alternate Payee or beneficiary of a deceased Participant) who is eligible to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year may elect whether or not to receive the 2009 Required Minimum Distribution (or any portion of such distribution). Unless elected otherwise under this Section 4.02, 2009 Required Minimum Distributions will not be made to Participants who are otherwise required to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year, unless the Participant elects to receive such distribution.

- ☐ **Automatic distribution.** If a Participant does not specifically elect to leave the 2009 Required Minimum Distribution in the Plan, such distribution will be made for the 2009 Distribution Calendar Year pursuant to Section 3.01 of this amendment.

ARTICLE V
APPLICATION OF AMENDMENT

The undersigned Employer adopts this Interim Amendment on behalf of the Plan. This amendment supersedes any contrary provisions under the Plan. This Interim Amendment applies to the signatory Employer and any other adopting employers of the Plan.

(Name of Employer)

(Name of Authorized Representative)

(Title)

(Signature)

December 31, 2010

RESOLUTION 2011-24

WHEREAS, The HEART Act allows the Plan to treat a Participant who dies while performing qualified military service as re-employed and to receive benefit accruals and vesting; and

WHEREAS, The City of Grand Island 457 plan does not include employer contributions so accruals and vesting are not applicable; and

WHEREAS, The default option on the amendment is to not adopt this provision; and

WHEREAS, THE WRERA Act allows the plan to not process required minimum distributions in 2009 to former participants age 70 ½ or older; and

WHEREAS, The Plan did not process 2009 minimum distributions for participants unless requested by the participant; and

WHEREAS, This is the default option of the amendment; and

WHEREAS, The WRERA Act requires the plan to allow non-spousal beneficiaries to rollover the 457 account to an IRA or another qualified retirement plan; and

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

The attached Application of Amendment be signed in order to adopt the Interim Amendment on behalf of the Plan. The Mayor is so authorized to sign the Application of Amendment.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 19, 2011	☐ City Attorney



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item H1

**Approving Referral of the One & Six Year Street Improvement
Plan to the Regional Planning Commission**

Staff Contact: Gary R. Mader, Interim Public Works Director

Council Agenda Memo

From: Gary R. Mader, Interim Public Works Director

Meeting: January 25, 2011

Subject: Approving Referral of the One & Six Year Street Improvement Plan to the Regional Planning Commission

Item #'s: H-1

Presenter(s): Gary R. Mader, Interim Public Works Director
Terry Brown, Interim City Engineer

Background

Attached is staff's recommended One and Six Year Street Improvement Plan (SIP). Adoption of a One and Six Year Street Improvement Plan is required by State law as part of the requirements to receive approximately three million dollars of gas tax funds each year.

The attached proposed One and Six Year Street Improvement Plan will be reviewed by the Regional Planning Commission and come back to the City Council for discussion, modification, and adoption in February. Administration recommends that the draft be referred to the Regional Planning Commission.

Our recommendation for the review of the proposed plan is as follows:

- Tuesday, January 25, 2011 - City Council refers the plan to the Regional Planning Commission
- Wednesday, February 2, 2011 – Regional Planning Commission conducts a Public Hearing and forwards a recommendation to the City Council
- Tuesday, February 8, 2011 – City Council hears a presentation from staff, conducts a Public Hearing, and passes a Resolution adopting the plan
- Prepare and submit the report to the Nebraska Department of Roads by March 1, 2011

The proposed One & Six Year SIP is being presented to council for referral to the Regional Planning Commission based on a 400 Capital Improvement Plan ranking system that was presented at the 2009 city council retreat. The ranking system was updated by a city staff team consisting of the following individuals:

- Interim Public Works Director – Gary Mader
- Interim City Engineer/Manager of Engineering Services – Terry Brown
- Project Manager – Scott Griepentstroh
- Parks Department Director – Steve Paustian
- Regional Planning Director – Chad Nabity

The One & Six Year Street Improvement Plan typically starts with year one (1) for the current construction year, closely matching the projects in the current fiscal year's budget. The projects in year 1 of the plan are considered "certain", with projects in years 2 through 5 being listed for planning purposes and subject to approval by council during the budget process. Future projects for years 2 through 5 and after were scheduled based on council and public input.

Discussion

A few of the 2011 projects that should be discussed include:

Infrastructure Contingency Funds (Emergency)

City Staff believes it is good fiscal management to include funds for emergencies.

Build Drainway from Central Community College to Wood River

The 1978 drainage plan, prepared by McGaughy, Marshall and McMillan, designated a drainage outlet to the Wood River to serve the southwest portion of the City. In 1983, when Stolley Park Road was paved, a temporary connection was made to drain the Brentwood area and some surrounding land. With the large amount of precipitation in recent years, the Stolley Park system has been badly overloaded.

Currently Olsson Associates are working on a design to complete the connection to the Wood River in a similar manner as was designated by the 1978 plan. Construction of this outlet will serve to reduce the dependence on the Stolley Park drain and provide a more positive drainage alignment for the Brentwood area. The project schedule is set for bid letting the summer of 2011, as well as construction.

Moores Creek Drain – Rogers Well to South of Old Potash

This project will extend Moores Creek through Old Potash and is scheduled for 2011 construction.

North Front Street & Webb Road Traffic Signal

Plans have been prepared for this traffic signal to be installed in 2011. Funds were budgeted at \$80,000 for this project; however the estimate is closer to \$150,000. With the shortage of funds City staff is working to get this project done "in-house" by the Street Division as the General Contractor, with a project estimate of \$90,000.

Quiet Zone – UPRR Corridor – Oak, Pine, Elm & Walnut

The railroad preliminary engineering interfacing should be done in February 2011. It then typically takes 3-6 months for the construction/maintenance agreement to be negotiated between the City and Union Pacific Railroad Company. Construction of this project is scheduled for 2011 or 2012.

Build Pipes from US Highway 30 to Wasmer Cell

The Plans, Specifications & Estimate (PS&E) package for the project was completed by Kirkham Michael consulting engineers. Kirkham Michael is defining the basin, determining pipe sizes and the possibility of a culvert down Broadwell Avenue. A meeting has been set for February 3, 2011 with the City & Nebraska Department of Roads to discuss how to approach the Federal Highway Administration (FHWA) on their level of participation. There is some water main & environmental conflicts that will need to be resolved. Construction is expected to take place in 2012.

Independence Avenue Ditch – Design

With the Comprehensive Drainage Plan being moved to 2013 City staff is making the recommendation to move this project to 2013 as well. By having both projects in the same year more information will be available to assist in the drainage ditch design for this project.

Comprehensive Drainage Study

City staff is recommending moving this project back to 2013 for several reasons.

1. The City's storm water grant has 2 years remaining to gather storm system field information which would be critical for the study;
2. Utilizing LiDAR data to provide city-wide ½ foot contours by 2013 will greatly help in the identification of drainage within the City; and
3. Will allow City staff time to identify critical areas of concern for the study based on past studies, projects, and observations. Obtaining all the information prior to the study will help provide the City with a more relevant study.

Trail along Moores Creek Drain – State Street to Capital Avenue Connector

If Transportation Enhancement Funds are used for this project construction is scheduled to take place in 2013. City staff would design this project.

Projects that moved up

Husker Hwy (US Hwy 34) from US Hwy 281 to Locust St – 2012 (NDOR project)

Blaine Bridges over Wood River – Design & ROW – 2012

Blaine Bridge Replacement with culverts – 2012

Federal Aid Project Que

Miscellaneous Resurfacing Project (Broadwell Avenue & 1st Street) – 2012 or 2013

Faidley Avenue – North Road east to Irongate Avenue - 2013

Capital Avenue Resurfacing – Webb Road to Broadwell Avenue – 2014

Safety Enhancement Projects – Traffic Signals

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 refer the One and Six Year Street Improvement Plan to the Regional Planning Commission.

Sample Motion

Move to approve referral of the One and Six Year Street Improvement Plan.

1 & 6 YEAR STREET IMPROVEMENT PLAN

Presented by: Gary Mader / Terry Brown

Proposed 1 & 6 Year Street Improvement Plan



= Railroad Transportation Safety District



= Highway Safety Improvement Program (90/10)

2011 Construction (Year 1) = \$1,862,000

Budgeted Amount = \$2,689,081

	<u>CITY COST</u>
Construction of NW GI Flood Control Project =	\$400,000
Realign Walnut Ent. @ Custer/15 th St w/ Signal (SRTS) =	\$27,000
Build Pipes from US Hwy 30 to Wasmer Cell =	\$32,000
Build Drainway from CCC to Wood River =	\$350,000
Quiet Zone – UPRR Corridor – Oak, Pine, Elm & Walnut =	\$7,000
Signal @ N Front St & Webb Rd =	\$80,000
PVIP Drainage Project – Phase 1 =	\$127,000
Trail along Moores Creek Drain – State to Capital Connector =	\$12,000
Moores Creek Drain – Rogers Well to South of Old Potash =	\$220,000
Annual Paving Program (Assessment Districts) =	\$532,000
Annual Sidewalk Projects =	\$25,000
Concrete Lining of Drainage Ditches =	\$50,000

Proposed 1 & 6 Year Street Improvement Plan



= Railroad Transportation Safety District



= Highway Safety Improvement Program (90/10)

2012 Construction (Year 2) = \$3,121,000

	<u>CITY COST</u>
Construction of NW GI Flood Control Project =	\$400,000
Husker Hwy (US Hwy 34) from US Hwy 281 to Locust St =	\$100,000 (NDOR)
Blaine St bridges over Wood River =	\$100,000
Mormon Island Trail Bridges =	\$101,000
Realign Walnut Ent @ Custer/15 th St w/ Signal =	\$30,000
Build Pipes from US Hwy 30 to Wasmer Cell =	\$430,000(60/40?)
Quiet Zone – UPRR Corridor – Oak, Pine, Elm & Walnut =	\$450,000
Trail along Moores Creek Drain – State to Capital Connector =	\$70,000
Hwy 30 Concrete Repair (Grant to Claude Rd) =	\$600,000 (NDOR)
Third & Wheeler Downtown Historical Lighting Project =	\$15,000
Concrete Lining of Drainage Ditches =	\$50,000
Annual Sidewalk Projects =	\$25,000
Annual Paving Program (Assessment Districts) =	\$750,000

Proposed 1 & 6 Year Street Improvement Plan



= Railroad Transportation Safety District



= Highway Safety Improvement Program (90/10)

2013 Construction (Year 3) = \$3,147,250

	<u>CITY COST</u>
Construction of NW GI Flood Control Project =	\$400,000
Misc Federal Aid Resurfacing (Broadwell & 1 st St) 20% match =	\$300,000
Quiet Zone – UPRR Corridor – Lincoln, Broadwell & Blaine/Custer =	\$150,000
 Broadwell Ave/UPRR – Environmental Study/Preliminary Engineering =	\$128,000
Independence Ave Ditch – Design =	\$80,000
Trail along Veteran's Home from Capital & Webb to Eagle Scout Park =	\$120,000
Round-A-Bout @ Capital Ave & North Rd =	\$360,000
 Faidley Ave – North Rd east to Irongate Ave (approx 2,000') =	\$112,500
Update Moores Creek Drainage Plan =	\$39,000
Integrated Comprehensive Drainage Plan =	\$80,000
Broadwell Ave/UPRR – Final Design & ROW Appraisal =	\$128,000
Concrete Lining of Drainage Ditches =	\$50,000
 Broadwell Ave/UPRR – ROW =	\$200,000
PVIP Drainage Project – Phase 2 =	\$99,750
 Signal @ US Hwy 30 (2 nd St) & Lincoln Ave =	\$55,000
Independence – Construct Culverts & Fill in West Ditch =	\$70,000
 Annual Sidewalk Projects =	\$25,000
Annual Paving Program (Assessment Districts) =	\$750,000

Tied together as one project



Proposed 1 & 6 Year Street Improvement Plan



= Railroad Transportation Safety District



= Highway Safety Improvement Program (90/10)

2014 Construction (Year 4) = \$1,585,000

	<u>CITY COST</u>
Construction of NW GI Flood Control Project =	\$400,000
Trail along Locust from I-80 to Wood River Floodway =	\$120,000
Capital Ave – Webb Rd to Broadwell Ave =	\$240,000 (20% match)
Concrete Lining of Drainage Ditches =	\$50,000
US 30 Resurfacing – West City Limits to HWY 281 =	\$0 (NDOR Funded)
Annual Sidewalk Projects =	\$25,000
Annual Paving Program (Assessment Districts) =	\$750,000

Proposed 1 & 6 Year Street Improvement Plan




= Railroad Transportation Safety District



= Highway Safety Improvement Program (90/10)

2015 Construction (Year 5) = \$1,745,000

CITY COST

Construction of NW GI Flood Control Project =	\$400,000
Concrete Lining of Drainage Ditches =	\$50,000
Trail along I-80 from Mormon Island to Locust =	\$120,000
Annual Sidewalk Projects =	\$25,000
Lighting on US Hwy 281 from Stolley Park Rd to Old Potash =	\$250,000
 Signal @ US Hwy 34/281 and Wildwood Rd =	\$150,000
Annual Paving Program (Assessment Districts) =	\$750,000

Proposed 1 & 6 Year Street Improvement Plan



= Railroad Transportation Safety District



= Highway Safety Improvement Program (90/10)

2016 & After Construction (Year 6 & After) = \$25,416,000

CITY COST

Trail – along Locust from US Hwy 34 to Stagecoach =	\$120,000
US 30 Widening – West City Limits to Hwy 281 (2018) =	\$9,000,000 (NDOR 50/50)
 Broadwell Ave/UPRR – Construction =	\$2,160,000
Concrete Lining of Drainage Ditches =	\$50,000
Annual Sidewalk Projects =	\$25,000
Stolley – Locust to Fonner/HEC/Fair Entrance =	\$1,200,000
Stolley – Fonner/HEC/Fair Entrance to Stuhr Road =	\$920,000
Husker Hwy West of US Hwy 34/281 Intersection =	\$1,200,000
 Signal @ US Hwy 34/281 and Rae Road =	\$67,000
 Misc Safety Projects – TBD =	\$150,000
 North Rd over UPRR =	\$1,520,000
 Stolley Park Rd & North Rd Intersection =	\$146,000
 Left Turn Lane on 13 th @ Redwood/Mansfield =	\$62,000
 State/Diers Intersection Improvements =	\$390,000
 Left Turn Lane on Husker Hwy @ HLHS =	\$62,000
 Shady Bend Road @ UPRR East Bypass =	\$3,200,000

Proposed 1 & 6 Year Street Improvement Plan



= Railroad Transportation Safety District



= Highway Safety Improvement Program (90/10)

2016 & After Construction (Year 6 & After) (cont.)

	<u>CITY COST</u>
Left Turn Lane – North Rd @ NWHS =	\$56,000
Misc Signals – TBD =	\$112,000
Annual Paving Program (Assessment Districts) =	\$750,000
North Rd & 13 th St =	\$300,000
North Rd & Old Potash =	\$300,000
Realign Barr Ent @ Stolley/Adams w/ Signal =	\$360,000
Stolley Park Rd - Locust St. to Webb Rd Safety Improvement	\$100,000
State Street – Webb Rd to Broadwell Ave Safety Improvement	\$150,000
Misc Major Drainage Development =	\$250,000
Swift Rd – WWTP to Stuhr Rd =	\$450,000
Resurface Wildwood Rd from US Hwy 281 to Locust St =	\$876,000
Moore's Creek – Old Potash to Edna =	\$150,000
3 rd St Widening – Adams to Eddy =	\$90,000
Blaine Street – Schimmer Dr to Wildwood Dr	\$1,000,000
Capital Ave – Broadwell Ave to St. Paul Rd =	\$200,000



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item I1

**#2011-25 - Consideration of Approving Lease/Purchase for Heavy
Duty Rescue Pumper**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: January 25, 2011

Subject: Financing of Heavy Duty Rescue Pumper Truck

Item #'s: I-1

Presenter(s): Mary Lou Brown, Finance Director

Background

The Fire Department budgeted the purchase of a heavy duty fire pumper truck in the current fiscal year, 2010/2011. The financing assumption for budget planning purposes was a 10 year lease purchase with the purchase price estimated at \$550,000. The cash payment for 2010/2011 was budgeted at \$69,000. The Council approved the use of debt financing for the purchase at the November 23, 2010 Council meeting.

The final purchase price of the pumper truck is \$516,978.00.

Discussion

Financing proposals were submitted by nine financial institutions. Proposals were in the form of a lease purchase agreement. The proposals were evaluated on the basis of annual interest rate, required down payment, overall cost of the agreement and a discounted cash flow analysis.

The recommended proposal is Municipal Leasing Consultants for a five year lease purchase agreement. The payment structure for this proposal is a 5 year tax-exempt lease purchase with payments in arrears. The first payment is due one year after funding and each payment thereafter is made on an annual basis. The annual payments are \$111,790.93. The only payment in the first year is a \$550.00 documentation fee. There is an option to prepay on any payment date for 2% of the remaining balance.

A 5 year term is recommended for the following reasons:

- The total amount of financing cost is kept to a minimum. The total cost of the loan, including the documentation fee, is \$42,526.65.
- The depreciated value of the fire pumper truck is in excess of the principle in each year.

The Fire Department budgeted \$69,000 in the current fiscal year for the lease purchase of the truck. With this proposal, only \$550.00 will be spent. The first payment of \$111,790.93 will be made in 2012. This enables us to plan for the payment as the budget for fiscal year 2011/2012 is developed.

The opportunity to submit a proposal was advertised in accordance with City Procurement Codes.

Alternatives

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

1. Move to approve the 5 year tax exempt lease purchase proposed by Municipal Leasing Consultants.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the 5 year lease purchase with Municipal Leasing Consultants.

Sample Motion

Move to approve the 5 year lease purchase with Municipal Leasing Consultants.



Municipal Leasing Consultants
7 Old Town Lane
Grand Isle, VT 05458
Tel (802) 372-8435
Fax (802) 372-4775
www.PowerOfLeasing.com

January 10, 2011

RaNae Edwards
City Clerk
City of Grand Island
100 East First Street
Grand Island, NE 68801

Dear RaNae:

Municipal Leasing Consultants, an independent woman-owned business, is pleased to present the following proposal to lease certain capital equipment pursuant to the following terms and conditions.

LESSOR: Municipal Leasing Consultants, Its Agents or Assignee

LESSEE: City of Grand Island, NE

EQUIPMENT: New Heavy Duty Rescue/Pumper

EQUIPMENT COST: \$516,978.00

PAYMENT STRUCTURES: **Tax-Exempt Lease Purchase**
Five (5) Years – In Arrears
Five (5) Annual Payments of \$111,790.93
First payment due one year after funding and Annual thereafter
(i.e., $\$516,978.00 \times .216239 = \$111,790.93$)

RATE: **2.66%**

Tax-Exempt Lease Purchase
Seven (7) Years – In Arrears
Seven (7) Annual Payments of \$82,884.46
First payment due one year after funding and Annual thereafter
(i.e., $\$516,978.00 \times .160325 = \$82,884.46$)

RATE: **2.97%**

Tax-Exempt Lease Purchase
Ten (10) Years – In Arrears
Ten (10) Annual Payments of \$62,256.17
First payment due one year after funding and Annual thereafter
(i.e., $\$516,978.00 \times .120423 = \$62,256.17$)

RATE: **3.53%**

The preceding costs are estimates, and thus, the payment amount would be changed in proportion to the actual cost. The Vendor(s) will be paid upon the Lessee's authorization and the execution of mutually acceptable documentation.

THE ABOVE QUOTES ARE FIXED FROM JANUARY 10, 2011 UNTIL JANUARY 31, 2011 AFTER WHICH TIME THE RATE WILL FLOAT UNTIL FUNDING AND WILL BE BASED ON THE LIKE TERM SWAP RATES.

EQUIPMENT

ACCEPTANCE DATE: This proposal is based upon both the assumption and the condition that any and all equipment will be delivered to and accepted by Lessee prior to January 10, 2012.

**OPTION AT LEASE
EXPIRATION:**

At the lease expiration, the Lessee shall have the right to purchase the equipment for One dollar (\$1.00), assuming the lease is not in default and all terms and conditions of the lease have been met.

NET LEASE: This lease will be a net lease transaction with maintenance, acceptable insurance coverage, taxes and any legal fees the responsibility of the Lessee.

**LEASE AMORTIZATION
SCHEDULE:**

Amortization schedules with separate principal and interest cost breakdown will be provided with the final documentation.

WARRANTIES: Lessor is bidding only as to the provision of lease purchase financing for the purchase cost of the equipment and will have no responsibility to the lessee or any other person for the selection, furnishing, delivery, servicing or maintaining of the equipment. All equipment manufacturer or vendor warranties will be passed to the Lessee under the agreement.

NON-APPROPRIATION: This proposal is subject to annual appropriation for each fiscal year.

**BANK OR NON-BANK
QUALIFICATION:**

Lessee reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2011 will not exceed ten million (\$10,000,000.00) dollars.

**FINANCIAL
STATEMENTS:**

Lessee shall furnish Lessor with its financial statement for the last three fiscal years and its current year fiscal budget.

**AUTHORIZED
SIGNORS:**

The Lessee's governing board shall provide MLC with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The Lessee's counsel shall furnish MLC with an opinion covering this transaction and the documents used herein.

REIMBURSEMENT: If Lessee intends to be reimbursed for any equipment cost associated with this agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced, and must qualify under the Treasury Regulation Section 1.150.2.

DOCUMENTATION: All documentation will be provided by Lessor, Its Agents or Assignee, and must be satisfactory to all parties concerned.

ESCROW FUNDING: If applicable, an interest bearing escrow account will be established to make disbursements. This account has a \$250.00 fee and can be taken from the interest earnings. Interest earnings will accrue to the benefit of the Lessee. The interest earnings rate on the temporary investment is estimated to be 1%.

PREPAYMENT OPTION: The Lessee will have the option to prepay on any payment date for 2% of the remaining balance.

BASIS OF PROPOSAL: This proposal is based upon financing being provided by Lessor and should not be construed nor relied upon as a commitment. Such a commitment is subject to formal credit review, approval and the execution of mutually acceptable documentation. The contract, and not the proposal, will set forth the agreement between the parties.

We appreciate the opportunity to provide this proposal and look forward to working with you in the future. If the foregoing meets with the City's approval, please sign the acceptance below and return it with your financial information and the \$550.00 documentation fee. Failure to consummate this transaction once credit approval is granted will result in the documentation fee being assessed to the City. Upon receipt of the above, formal credit approval will be pursued.

If you have any questions or would like further information, please do not hesitate to call me at 802-372-8435.

The foregoing is acknowledged and accepted as of the _____ day of _____, _____.

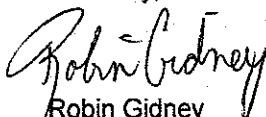
City of Grand Island, NE

By: _____

Title: _____

Date: _____

Sincerely,


Robin Gidney
Vice President

City of Grand Island, NE

References

Babylon Village
153 West Main Street
Babylon, NY 11702
Tel: 631-587-6270
Contact: Joan Crockett

Town of Bradford
75 West Main Street
Bradford, NH 03221
Tel: 603-938-5900
Contact: Cheryl Behr

Town of Richford
P.O. Box 236
Richford, VT 05476
Tel: 802-848-7751
Contact: Gary Snider

City of Grand Island, NE - 5 Years - Annual in Arrears

Compound Period: Annual

Nominal Annual Rate: 2.660 %
 Effective Annual Rate ...: 2.660 %
 Periodic Rate: 2.6600 %
 Daily Rate: 0.00729 %

CASH FLOW DATA

Event	Start Date	Amount	Number Period	End Date
1 Loan	01/31/2011	516,978.00	1	
2 Payment	01/31/2012	111,790.93	5 Annual	01/31/2016

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 01/31/2011				516,978.00
2011 Totals	0.00	0.00	0.00	
1 01/31/2012	111,790.93	13,751.61	98,039.32	418,938.68
2012 Totals	111,790.93	13,751.61	98,039.32	
2 01/31/2013	111,790.93	11,143.77	100,647.16	318,291.52
2013 Totals	111,790.93	11,143.77	100,647.16	
3 01/31/2014	111,790.93	8,466.55	103,324.38	214,967.14
2014 Totals	111,790.93	8,466.55	103,324.38	
4 01/31/2015	111,790.93	5,718.13	106,072.80	108,894.34
2015 Totals	111,790.93	5,718.13	106,072.80	
5 01/31/2016	111,790.93	2,896.59	108,894.34	0.00
2016 Totals	111,790.93	2,896.59	108,894.34	
Grand Totals	558,954.65	41,976.65	516,978.00	

City of Grand Island, NE - 7 Years - Annual in Arrears

Compound Period: Annual

Nominal Annual Rate: 2.970 %
 Effective Annual Rate ...: 2.970 %
 Periodic Rate: 2.9700 %
 Daily Rate: 0.00814 %

CASH FLOW DATA

Event	Start Date	Amount	Number Period	End Date
1 Loan	01/31/2011	516,978.00	1	
2 Payment	01/31/2012	82,884.46	7 Annual	01/31/2018

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 01/31/2011				516,978.00
2011 Totals	0.00	0.00	0.00	
1 01/31/2012	82,884.46	15,354.25	67,530.21	449,447.79
2012 Totals	82,884.46	15,354.25	67,530.21	
2 01/31/2013	82,884.46	13,348.60	69,535.86	379,911.93
2013 Totals	82,884.46	13,348.60	69,535.86	
3 01/31/2014	82,884.46	11,283.38	71,601.08	308,310.85
2014 Totals	82,884.46	11,283.38	71,601.08	
4 01/31/2015	82,884.46	9,156.83	73,727.63	234,583.22
2015 Totals	82,884.46	9,156.83	73,727.63	
5 01/31/2016	82,884.46	6,967.12	75,917.34	158,665.88
2016 Totals	82,884.46	6,967.12	75,917.34	
6 01/31/2017	82,884.46	4,712.38	78,172.08	80,493.80
2017 Totals	82,884.46	4,712.38	78,172.08	
7 01/31/2018	82,884.46	2,390.66	80,493.80	0.00
2018 Totals	82,884.46	2,390.66	80,493.80	
Grand Totals	580,191.22	63,213.22	516,978.00	

City of Grand Island, NE - 10 Years - Annual in Arrears

Compound Period: Annual

Nominal Annual Rate: 3.530 %
 Effective Annual Rate ...: 3.530 %
 Periodic Rate: 3.5300 %
 Daily Rate: 0.00967 %

CASH FLOW DATA

Event	Start Date	Amount	Number Period	End Date
1 Loan	01/31/2011	516,978.00	1	
2 Payment	01/31/2012	62,256.17	10 Annual	01/31/2021

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 01/31/2011				516,978.00
2011 Totals	0.00	0.00	0.00	
1 01/31/2012	62,256.17	18,249.32	44,006.85	472,971.15
2012 Totals	62,256.17	18,249.32	44,006.85	
2 01/31/2013	62,256.17	16,695.88	45,560.29	427,410.86
2013 Totals	62,256.17	16,695.88	45,560.29	
3 01/31/2014	62,256.17	15,087.60	47,168.57	380,242.29
2014 Totals	62,256.17	15,087.60	47,168.57	
4 01/31/2015	62,256.17	13,422.55	48,833.62	331,408.67
2015 Totals	62,256.17	13,422.55	48,833.62	
5 01/31/2016	62,256.17	11,698.73	50,557.44	280,851.23
2016 Totals	62,256.17	11,698.73	50,557.44	
6 01/31/2017	62,256.17	9,914.05	52,342.12	228,509.11
2017 Totals	62,256.17	9,914.05	52,342.12	
7 01/31/2018	62,256.17	8,066.37	54,189.80	174,319.31
2018 Totals	62,256.17	8,066.37	54,189.80	
8 01/31/2019	62,256.17	6,153.47	56,102.70	118,216.61
2019 Totals	62,256.17	6,153.47	56,102.70	
9 01/31/2020	62,256.17	4,173.05	58,083.12	60,133.49
2020 Totals	62,256.17	4,173.05	58,083.12	
10 01/31/2021	62,256.17	2,122.68	60,133.49	0.00
2021 Totals	62,256.17	2,122.68	60,133.49	

City of Grand Island, NE - 10 Years - Annual in Arrears

Date	Payment	Interest	Principal	Balance
Grand Totals	622,561.70	105,583.70	516,978.00	



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
LEASE/PURCHASE OF HEAVY DUTY RESCUE PUMPER**

RFP DUE DATE: January 17, 2011 at 4:00 p.m.

DEPARTMENT: Finance

PUBLICATION DATE: January 1, 2011

NO. POTENTIAL BIDDERS: 18

SUMMARY OF PROPOSALS RECEIVED

AXIS Capital, Inc.
Grand Island, NE

Union Equipment Finance
Lincoln, NE

Municipal Leasing Consultants
Grand Isle, VT

Smeal Fire-Apparatus Co.
Snyder, NE

Five Points Bank
Grand Island, NE

Wells Fargo Equipment Finance, Inc.
Omaha, NE

Platte Valley State Bank & Trust Co.
Grand Island, NE

Municipal Asset Management, Inc.
Golden, CO

Municipal Services Group, Inc.
Littleton, CO

cc: Mary Lou Brown, Finance Director
Jason Eley, Purchasing Agent

Troy Hughes, Fire Chief
Chris Hoffman, Fire Admin. Assist.

RESOLUTION 2011-25

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

WHEREAS, Council previously approved the consideration of either a lease or a tax exempt loan; and

WHEREAS, nine financing proposals were received, opened and reviewed following the advertisement of the proposal request that was posted according to statutory requirements; and

WHEREAS, the proposal from Municipal Leasing Consultants for a 5 year tax exempt lease purchase agreement was determined to be the most economical for the City; and

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

The proposal received from Municipal Leasing Consultants for a 5 year lease purchase agreement is hereby approved. The Mayor is so authorized to sign the lease purchase agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item I2

**#2011-26 - Consideration of Approving Purchase of Heavy Duty
Rescue Pumper**

Staff Contact: Troy Hughes

Council Agenda Memo

From: Troy Hughes, Fire Chief

Meeting: January 25, 2011

Subject: Purchase of Heavy Duty Rescue Pumper Truck

Item #'s: I-2

Presenter(s): Troy Hughes, Fire Chief

Background

The Fiscal Year 2010/2011 budget, as approved, included the purchase of a heavy duty fire pumper truck. This truck will remove two trucks from front line duty at Fire Station 3, a 1990 Ford pumper and a 1997 Freightliner rescue truck. Neither of these trucks has the capability to cover all the duties required of it; crews must jump back and forth between the two trucks, or if out of the station on one call, return to the station to retrieve the other truck depending upon the nature of the call. Several large industrial facilities are located within Fire Station 3 first due district including, Case New Holland, Chief Industries, and Standard Iron. Having a capable and reliable first due truck is essential to protecting these large industrial facilities.

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

Requests for Proposal (RFP) were issued, received and opened on November 17, 2010, and evaluated related to the truck.

Discussion

Eight proposals were submitted by six different manufacturers. Fire Fox Rescue Equipment submitted three proposals and single proposals were submitted by Smeal Fire Apparatus, Toyne Fire Equipment, Pierce, Ferrara, and Ed M. Feld. The proposals were scored by the use of a scoring matrix that covered six different evaluation categories. The categories were price and delivery, cab/chassis, pumping system, body configuration, auxiliary equipment, and warranty and service. Scores ranged from a high of 112.92 to a low of 45.34. All eight proposals were individually scored by Division Chief Hiemer, and Captains T. Miller, Hale, Stutzman, Sevenker, and Laub. Individual scores were

combined to create an average score for each proposal. The top three scoring proposals were scored a second time by Division Chief Hiemer and Captains Bond and Mayer to insure accuracy. Smeal Fire Apparatus Company had the highest score, Toyne second, and Pierce scoring third highest.

Since the opening of the proposals on November 17, 2010, the Toyne truck has been sold and is no longer available. The Pierce truck may still be available, but scored lower and had a base price (\$488,310.000) before adjustments that was approximately \$50,853.00 higher than the base price proposed by Smeal Fire Apparatus.

Following the scoring process, Smeal Fire Apparatus Company was contacted and arrangements were made to bring the proposed apparatus to Grand Island Fire Station 1 for a physical inspection. This inspection was conducted by Chief Hughes, Division Chief Hiemer, Captains Laub, Stutzman, Hale, Iversen, Sevenker, and all on duty crew members from all four fire stations. The proposed unit has been in demo service at various fire equipment shows across the United States, therefore was not built specifically for Grand Island Fire's needs. The committee of inspectors formulated a list of adjustments needed to make the demo truck fit GIFD's needs. This list was then given to Smeal apparatus representative Mike Semerad for a cost calculation.

On December 3, 2010, Chief Hughes and Captains Hale and Stutzman traveled to the Smeal Fire Apparatus manufacturing facility in Snyder, Nebraska. A final adjustments list was formulated and final pricing was negotiated to finish the unit in a fashion to meet GIFD's needs. The final negotiated price for the truck, adjustments, and loose equipment is \$516,978.00. It was projected this unit would cost \$550,000.00; this final price is \$33,089.00 under the budget projection.

Alternatives

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

1. Approve the purchase of the truck from Smeal Fire Apparatus, pending the approval of financing options.
2. Postpone any decision regarding the purchase.
3. Deny the request to purchase the truck.

Recommendation

City Administration recommends that Council approve the Resolution to purchase the truck including adjustments and loose equipment from Smeal Fire Apparatus for \$516,978.00.

Sample Motion

Move to approve the Resolution to purchase one rescue/pumper truck from Smeal Fire Apparatus Company for \$516,978.00.

High Scoring Rescue/Pumper Proposal Received from Smeal Fire Apparatus

Base Unit Proposal Price **\$437,457.00**

Adjustments to Base Unit

Communications **\$5,567.00**

Install dealer supplied radio and antenna (\$328), Signtronics 4-position intercom and pump panel jack (\$4,393), Motorola CDM1550 radio (\$846)

Compartment Configuration **\$12,251.00**

EMS Compartment in rear of cab - 12 volt power point and 120 volt power points (\$397); L1 - 2nd tier shelf to transverse shelf, shelf to be 18" off lower shelf matting (\$394); L1A (rearward) adjustable roll out/tilt down tray to (\$1,522); L2 - adjustable shelf (\$197); L3 - rollout tray to floor (\$1,421); L3 - adjustable roll out/tilt down tray (\$1,522); R1 - storage box added to transverse tray tool board (\$400); R2 - adjustable roll out/tilt down tray (\$1,522); R3 - cargo net over hose storage area (\$133); hose bed - stokes basket compartment added to divider (\$1,047); L-1 rear bulkhead - shorten left side hard suction storage tube (\$117); hose bed – add one (1) divider, abraded finish (\$618); cab – remove right rear facing seat and add EMS compartment, compartment drawing to be provided for approval (\$2,200); R1b - sawzall storage slots, priced for each tool ([\$85each x 2] \$170), DriDek tiling to add shelves/trays (\$264); L4 pumper compartment - spanner wrench sets one (1) Redhead 148-3 one (1) Redhead S146-2, installed (\$260); add 2 1/2" x 1 1/2" adapter on bumper discharge (\$67).

Hydraulic Extrication Equipment Pump and Reels **\$19,989.00**

Danko supplied Hurst Equipment - one (1) Simo electric pump, two (2) Hurst hydraulic reels, streamline couplers, two (2) lead hoses, Hurst fluid for pump & reels (\$14,199); Hurst dump valves (\$2,756); Streamline coupler set installed (\$553); dealer provided custom hydraulic tool mounts for a cutter, a spreader, and two rams (\$1,000); install dealer supplied Hurst tools above compartment R1 in dunnage compartments (\$1,030); 240 volt outlet and switch in compartment R1 (\$451).

Command Lighting and Siren **\$15,137.00**

Command Light on chassis cab, KL-450-BL (\$12,908); Q2B siren, bumper apron, right side (\$2,229).

Chassis Adjustments **\$4,693.00**

4 receiver tubes with 12 volt power leads (\$2,467), Tire Chain Deployment System (\$2,226)

Lettering and Striping**\$2,817.00**

Add non reflective blue striping on paint break line (\$193); lettering as specified - "GRAND ISLAND FIRE" both side of the body, upper area 12" reflective letters, white with blue outline, 18" Stars of life with "FIRE MEDIC" below on each crew door, "R-3" on L3/R3 compartments- 18" reflective letters, white with blue outline, install customer supplied door decals x 2, "RESCUE 3" Front bumper, 6" reflective letters, white with blue outline, "DIAL 911" lower rearward area of L1/R 18" reflective letters, white with blue outline, "Serving Since 1874" script letters, solid blue installed above the windows on the crew doors (\$2624).

Total Rescue Pumper Price with Adjustments**\$497,911.00****Loose Equipment Budget (hose, tools, nozzles, adapters)****\$19,067.00**

Six (6) 5" x 100' LDH, Six (6) 2 1/2" x 100' double jacket hose, red, Six (6) 2 1/2" x 100' double jacket hose, blue, three (3) 1 3/4" x 100' double jacket hose, red, two (2) 1 3/4" x 100' double jacket hose, yellow; three (3) 1 3/4" x 50' double jacket hose, blue; one (1) TFT HMD-VPGI nozzle 1 1/2"; two (2) TFT 6" NHFSW x 5" storz elbow; two (2) TFT 5" storz cap and chain, flag mount, ISG camera and mounted truck charger,

Additional loose equipment quotes were received from Chief Supply \$27,260.01 and The Fire Store \$24,258.68

Total Lease Purchase need for truck and loose equipment**\$516,978.00**

Original budget projection was \$550,000 – final recommendation is \$33,089.00 under projection



Proposed Smeal Fire Apparatus Rescue/Pumper



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
HEAVY DUTY RESCUE PUMPER**

RFP DUE DATE: November 17, 2010 at 4:00 p.m.

DEPARTMENT: Fire

PUBLICATION DATE: November 1, 2010

NO. POTENTIAL BIDDERS: 7

SUMMARY OF PROPOSALS RECEIVED

DANKO Emergency Equipment
Snyder, NE

Ferrara Fire Apparatus, Inc.
Holden, LA

Toyne, Inc.
Breda, IA

FireFox Rescue Equipment
Parkville, MO

Pierce Manufacturing, Inc.
York, NE

Ed M. Feld Equipment Co., Inc.
Carroll, IA

cc: Troy Hughes, Fire Chief
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Tim Hiemer, Fire Division Chief

Chris Hoffman, Fire Admin. Assist.
Mary Lou Brown, Finance Director
Jason Eley, Purchasing Agent

P1443

RESOLUTION 2011-26

WHEREAS, the City of Grand Island sent out requests for proposals to 17 potential suppliers of a heavy rescue/pumper truck for the Grand Island Fire Department; and

WHEREAS, on November 17, 2010 eight requests for proposals were received, opened and reviewed; and

WHEREAS, the proposal from Smeal Fire Apparatus of Snyder, Nebraska received the highest overall score using a scoring matrix that evaluated six areas: price, cab/chassis, pumping system, body configuration, auxiliary equipment, and warranty and service at a purchase price of \$516,978.00 including adjustments and loose equipment; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the recommendation of City staff to accept the proposal of Smeal Fire Apparatus of Snyder, Nebraska in the amount of \$516,978.00 for one Smeal Fire Apparatus Heavy Rescue/Pumper is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item I3

**#2011-27 - Consideration of Amending the Lease Agreement for
the One Stop Building**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: January 25, 2011

Subject: Request of Becky Niewohner-Dailey, Property Program Manager, State Building Division, Administrative Services, State of Nebraska to Amend the Lease Agreement for the City Owned Building at 1306 West 3rd Street

Item #'s: I-3

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to modify a lease agreement entered into in February of 2001 with the Department of Administrative Services, State Building Division and Agency of the State of Nebraska for the City owned property at 1306 West 3rd Street. The lease agreement set terms and cost for the State to lease a part of the 18,773 square foot building through June of 2006. The lease included a rate of \$8.00 per square foot for 2,500 usable square feet with a yearly rental cost of \$20,000 in monthly installment of \$1,666.67.

In July of 2001 the lease agreement was amended to include 7,072 additional square footage of office space at the \$8.00 rate for a total of 9,572 square feet with a total annual rental rate of \$76,576.00 to be paid monthly at \$6,381.33.

At the expiration of the original lease in June of 2006 a second lease addendum was approved by the City Council in May of 2006 for 9,572 square feet at a rate of \$8.71 per square foot for a total of \$83,372.12 to be paid in monthly installments of \$6,947.68 for 5 years and to expire on June 30, 2011.

On December 30, 2010 the State Building Division sent the City of Grand Island a letter requesting a reduction of the leased space from 9,572 square feet to 7,590 square feet reducing the monthly installment from \$6,947.68 to \$5,509.08 for the remaining term of the lease or for the last four months, reducing the income to the City by \$5,754.40.

Discussion

Within the terms of the original lease section #4 TERMINATION, identifies provisions for the reduction in the rental if the Governor's budget message is such that it does not include funds to pay the rental and any such reduction shall be agreed upon by both parties.

The City currently has utilized storage in the northern section of this building and allowed the State to lease the office space in the central and southern part of this building. The lease does allow for the state to sublease and they have exercised this provision throughout the term of this lease.

As the lease will expire in June of this year, the City may choose to either approve the reduction and renegotiate the lease in June or begin negotiations now on a new or renewal of the existing lease or seek to terminate the lease and seek proposals for an alternative lease of the facility or explore alternative uses for the building and or seek to sell the building finding the City no longer has a need for this facility.

Alternatives

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

The Council may:

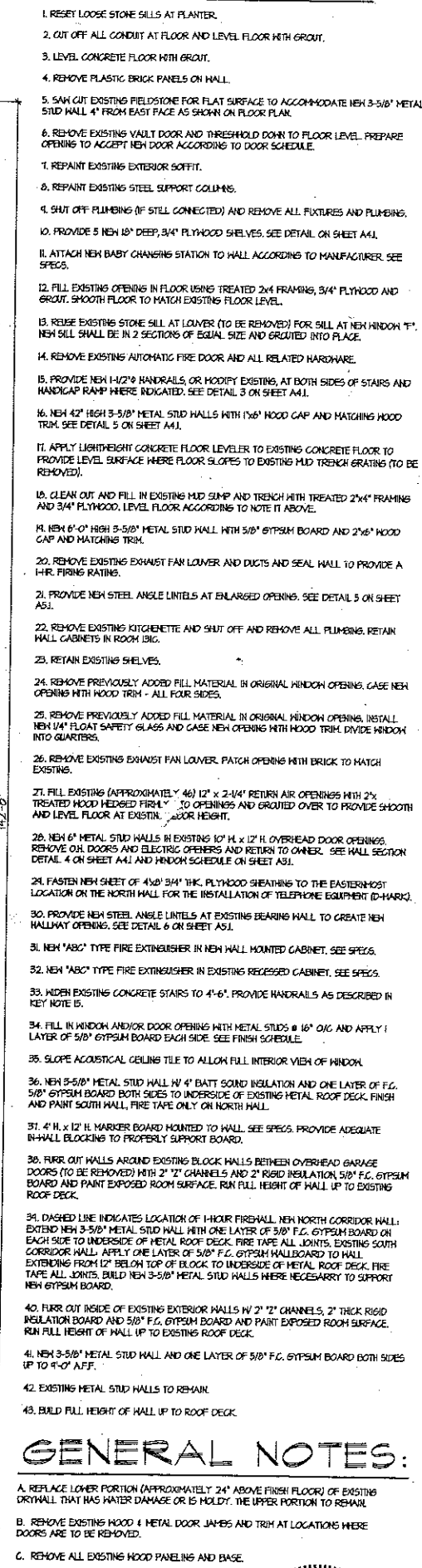
1. Approve the request for a reduction in the remaining months of the lease.
2. Disapprove or /Deny the Request.
3. Modify the terms of the lease to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council either deny the request and begin negotiations for a renewal of the existing lease to expire on June 30, 2011, appreciating that the current sublease has not been able to maintain funding and that in the past any dollars realized by subleasing the property was a benefit to the current principal lessee, or approve the request for a reduced lease fee and negotiate a new lease written by the city attorney.

Sample Motion

Move to deny the request to reduce the square footage in the lease agreement and recommend that negotiations begin to develop a new lease for the property with the State Building Division.



A. REPLACE LOWER PORTION (APPROXIMATELY 24" ABOVE FINISH FLOOR) OF EXISTING DRYWALL THAT HAS WATER DAMAGE OR IS MOLDY. THE UPPER PORTION TO REMAIN.

B. REMOVE EXISTING WOOD & METAL DOOR JAMBS AND TRIM AT LOCATIONS WHERE DOORS ARE TO BE REMOVED.

C. REMOVE ALL EXISTING WOOD PANELING AND BASE.

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PERMISSION OF WEBB & COMPANY ARCHITECTS, INC.

44-04230-7
44-04240-6
44-04260-4

December 30, 2010

City of Grand Island
P O Box 1968
Grand Island, NE 68802-1968

CERTIFIED MAIL

RE: Lease Agreement: Contract No. 65010223
Tenant Agency: Department of Labor
Demised Premises: 1306 West 3rd Street

Dear Sir or Madam:

This is to advise you that the Department of Administrative Services, State Building Division, as directed by the Department of Labor, is hereby exercising its rights as outlined in section 4. **TERMINATION** of the Lease Agreement for the office space occupied by Department of Labor at the 1306 West 3rd Street in Grand Island, Nebraska.

Said paragraph states "If any Governor's budget message is such that it does not include funds to pay rentals hereunder, or if any Sub-Lessee funding source is such that it does not include funds to pay rentals hereunder, notice of such fact shall be given promptly to Lessor. If only a portion of the funds necessary to pay the rentals hereunder are appropriated or provided for, the lease may be kept in force with a prorata share of the space and corresponding rental decreased. Any such reduction shall be agreed upon by both parties."

Due to non-appropriation funds of the Sub-Lessee, the Department of Health and Human Services were forced to terminate the Sub-Lease Agreement and vacate the demised premises. As per the terms and conditions of this Lease Agreement, Lessee may decrease the prorata share of the space and corresponding rent by providing Lessor with written notice. We request on behalf of the Department of Labor a reduction of the leased space from 9,572 sf to 7,590 sf no later than 5:00 P.M. on February 28, 2011.

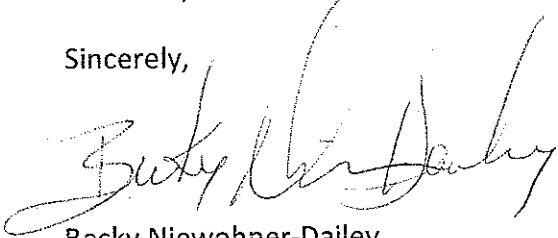
City of Grand Island

CA: 65010223

Page 2

If you have any questions or comments regarding this situation, please feel free to contact this office at your earliest convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Becky Niewohner-Dailey". The signature is written in dark ink and is positioned above the printed name.

Becky Niewohner-Dailey
Property Program Manager
AS – State Building Division

CC: Denise Schroeder, Department of Labor

GRAND ISLAND LEASE INFO
1-18-11

7/1/2006-6/30/2011 Grand Total lease payments - \$416,860.80

5/2001 – 6/30/2006 Grand Total investment - - - - -\$709,277.00

At the end of the current lease in 2006, the City will have received a total of \$382,880 in rental fees and the lessee will have paid an additional \$143,580 in facility services. In addition the Lessee has made the following contributions to the property over the course of the original lease:

a. Original Remodeling	\$160,000
b. Window Blinds	\$ 870
c. Window Tinting	\$ 395
d. Parking Lot Fence	\$ 6,485
e. Tile Flooring	\$ 7,567
f. Addtl Tile Flooring (2006)	<u>\$ 7,500</u>
Total	\$182,817

GI Lease Info – Jan 2011Sq Ft

2,500	May 2001 original lease
9,572	Jan 1, 2001 amendment when we increased for partners moving in
7,590	Jan 2011 to June 30, 2011– we are requesting a reduction to 7,590 since HHS moved out in October.
7,259	July 2011 Requesting another reduction to cover DOL space needs plus the current partners we have.

Labor ----- 2,500 sf

Common Space (conf rooms, etc.) - - 2,929 sf

Current Partners thru 6-30-11 - - - - - 1,830 sf

Multicultural Coalition	600 sf
Odle	156
NAF	590
UNL Ctr for Children	120
Safety (LL & Elevat)	220
UI Tax	144
	1,830



MEMORANDUM

DATE: October 14, 2010
TO: Denise Schroder
Department of Labor
FROM: Vicky DeWald
AS – State Building Division
RE: LEASE RENEWAL REQUEST

Please review the following information regarding Lease Agreement **CA-65010223** located at 1306 West 3rd Street in Grand Island, Nebraska and complete the form.

Current Lease Information: 7,259
Office Square Feet **9,572.00 @ \$8.71**
Current Term Expiration **6/30/2011**
Annual Cost **\$ 83,372.42**
Lessor **City of Grand Island**

Please complete the form below and return it to me as soon as possible. According to your Lease Agreement, we are expected to give 180 days written notice. Please act accordingly in getting this document returned in an appropriate time frame.

Indicate if you would like to extend or terminate your current lease:

- ☒ Yes, this lease is to be extended 5 year(s).
☐ No, this lease should not be extended.

If no, please indicate your future plans. If no plans are included, DAS will prepare to send a termination letter at the earliest possible date, in accordance with the Lease Agreement, or at the date you indicate here as your termination date.

The following services are provided by the Tenant Agency: **Maintenance, Janitorial, Electrical, Lawn Care, Snow/Trash Removal, Sewer/Water.**

If you would like to negotiate any of the above listed services into the base rental rate, please indicate so here. You may also specify any additional changes or tenant improvements (Utilities, carpet cleaning, painting, etc.) you would like to see made to your lease:

We are requesting to reduce sq ft to 7,259 and add a 6 month cancel clause for any reason.

Denise Schroder
Authorized Agency Representative
Department of Labor

11/8/11
Date

OK
DS
1-18-11

RESOLUTION 2011-27

WHEREAS, The State of Nebraska, State Building Division has submitted a request to reduce the amount of the lease payment for the City owned building at 1306 West 3rd Street, in conformance with section 4 of the lease agreement, and

WHEREAS, such lease identifies the terms of the agreement between the City of Grand Island and the State of Nebraska for such lease; and

WHEREAS, the terms of lease agreement states that any such reduction shall be agreed upon by both parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the lease agreement is amended to reduce the amount of the rental fee to \$5,509.08 per month for the remaining term of the lease which will expire on June 30, 2011

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 25, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item J1

Approving Payment of Claims for the Period of January 11, 2011 through January 25, 2011

The Claims for the period of January 12, 2011 through January 25, 2011 for a total amount of \$2,811,738.64. A MOTION is in order.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, January 25, 2011

Council Session

Item J2

Approving Payment of Claims for the Period of January 11, 2011 through January 25, 2011 for the Veterans Athletic Field Complex

The Claims for the Veterans Athletic Field Complex for the period of January 12, 2011 through January 25, 2011 in the amount of \$2,247.54.

A MOTION is in order.

Staff Contact: RaNae Edwards

Veteran's Athletic Complex Appropriations

Amount to be Spent

100,000.00

Council Date	Vendor Name	Description	Amount Submitted	Total by Council Meeting
1/11/2011	Ensley Electric Services Inc	Ball field lighting	5,970.75	14,670.75
1/11/2011	Middleton Electric Inc	Parking lot light installation	8,000.00	
1/11/2011	Olsson Associates Inc	Staking for light poles	700.00	
		Subtotal		
1/25/2011	Heartland Electric	Well repair	359.42	2,247.54
1/25/2011	The Grand Island Independent	Legal filing	43.12	
1/25/2011	Nature's Helper	Consultation with well company	1,192.50	
1/25/2011	Nature's Helper	Winterization of irrigation system	652.50	
		Subtotal		

Amount Remaining to be Spent

83,081.71

The escrow account with Wells Fargo for the Veteran's Athletic Complex was funded with \$1,500,000.00. That money has been depleted. The City Code Chapter 23, Article VII states in paragraph 23-79 that the food and beverage "... occupation tax imposed by this Article shall terminate and collection of the tax shall cease upon the completion of the following: ... (B) Recreational field development in the amount of \$1.6 million on the property described as follows:..." The next \$100,000.00 of payments related to the Veteran's Athletic Complex will be funded directly by the food and beverage occupation tax. This log will provide the record of the expenses.

Schedule of Bills

Vendor

Org	Object	Name/Number	Description
40044450		PARKS & RECREATION	
90122		ATHLETIC COMPLEX	
5	139	HEARTLAND ELECTRIC	REPAIR WELL AT VET'S FIELD
1	214	THE GRAND ISLAND INDEPENDENT	DEC 2010 BILL
1	8080	NATURE'S HELPER	CONSULTATION WITH WELL CO
1	8080	NATURE'S HELPER	WINTERIZATION OF IRRIGATION

Invoice	PO #	WO#	Check #	Amount
2014892	21085		161302	359.42
10DEC10022600			161349	43.12
90240	24092		161408	1,192.50
90190	24092		161408	652.50

40044450 Org Total 2,247.54

COPY

HEARTLAND ELECTRIC COMPANY

A DEPT. OF CHIEF CONSTRUCTION COMPANY
A NEBRASKA CORPORATION
Phone: (308) 385-4600
Fax: (308) 385-4610



CUSTOMER COPY 1

REMIT TO: Heartland Electric
P.O. Box 4920
Grand Island, NE 68802

INVOICE

OWNER

GRAND ISLAND PARKS & REC
P O BOX 1968
GRAND ISLAND NE 68802

PROJECT

VETS
~~LEGION~~ FIELDS
GRAND ISLAND NE 68802

INVOICE NO.	ORDER NO.	INVOICE DATE	CUST. NO.	JOB#	PO#	TERMS	ATTENTION
2014892	17137	12-22-2010	910039	8903		NET 15 DAYS	39753

VETS
WELL REPAIR AT ~~LEGION~~ FIELDS
PROGRESS BILLING TO DATE
LABOR 10 HRS

\$359.42

TOTAL AMOUNT DUE:

\$359.42

Voucher

PO #	21085
Vendor #	139
Invoice #	2014892
Description	Repair Well at Vets Field
Approved by	<i>[Signature]</i>
Org-obj#	90122
Amount	359.42

40044450-9002T

* Inv Maint. to Chg Obj # per 01/11/11 approval letter. NK 1/10/11

1 1/2% Per Month On All Delinquent Accounts.

Please pay from this invoice.

No statement will be sent.

01/10/2011 12:13
nicoler

CITY OF GRAND ISLAND
INVOICE MAINTENANCE

PG 1
apinvmt

CLERK: nicoler

INVOICE DETAIL CHANGED

VENDOR DOCUMENT	WARRANT	VOUCHER	DEPT	YR/PER	CASH ACCOUNT	TYPE	INV DATE	STAT	DUE DATE	DISCOUNT AMOUNT	INVOICE NET	ERROR
000139 106441	011111	255917	114012011	04 100	11110	INV	01/03/2011					
CHIEF INDUSTRIES INC	RMT: 5	REPAIR WELL AT VET'S FIELD				ACT	01/11/2011					
INVOICE: 2014892											359.42	
40044450 90122		VET HOME	21085	N 1						359.42		

** END OF REPORT - Generated by Nicole Renz **

01/10/2011 12:13
nicoler

CLERK: nicoler

YEAR PER JNL
SRC ACCOUNT

2011 4 59	EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APM 40044450-90027	01/11/2011	CHG	OBJ	000139	21085	106441	MISCELLANEOUS PARK PROJECTS REPAIR WELL AT VET'S FIELD2011			359.42
APM 40044450-90122	01/11/2011	CHG	OBJ	000139	21085	106441	ATHLETIC COMPLEX REPAIR WELL AT VET'S FIELD2011		359.42	
1 JOURNAL 2011/04/59 TOTAL									359.42	359.42

01/10/2011 12:13
nicoler

CITY OF GRAND ISLAND
INVOICE MAINTENANCE

PG 3
apinvmnt

FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
FUND TOTAL							.00

** END OF REPORT -- Generated by Nicole Renz **



BILLING DATE		TERMS OF PAYMENT	
12/26/10		DUE BY THE 25TH	
ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
10022600		CITY OF GRAND ISLAND	
SALESPERSON NAME		TOTAL AMOUNT DUE	
Terri Trejo - Classified		1,797.93	
CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS
1,797.93	.00	.00	0.00

ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
CITY OF GRAND ISLAND Attn: CITY CLERK PO BOX 1968 GRAND ISLAND NE 68802-1968	THE GRAND ISLAND INDEPENDENT P.O. BOX 1208 GRAND ISLAND, NE 68802-1208

TO ENSURE PROPER CREDIT, PLEASE RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	TYPE	ORDER #	PUBLICATION	DESCRIPTION	SIZE	AMOUNT
11/28/10	BBF			Balance Brought Forward		1,485.91
12/23/10	CSH	20100467		Payment, check # 160918		-1,485.91
	INV	20104420	Grand Island Independent	LS 7 Public Notice <i>Sanitary Sewer Lift Station #7</i> Affidavit 11/16/10-11/30/10	PW 36	50.29
	INV	20106258	Grand Island Independent	Citizens Review Comm Affidavit 12/01/10	Clerk 19	12.50 ✓
	INV	20106372	Grand Island Independent	ORDINANCE NO. 9281 An ordinance creating Sanitary Sewer Dist <i>527T</i> 11/29/10	PW 210	93.92
	INV	20106377	Grand Island Independent	ORDINANCE NO. 9280 An ordinance assessing and levying a spec <i>Sidewalk Dist 1, 2007</i> Affidavit 11/29/10	PW 145	66.85 ✓
	INV	20106395	Grand Island Independent	ORDINANCE NO. 9279 An ordinance creating Water Main District <i>458T</i> Affidavit 11/29/10	Utilities 283	128.57 ✓
	INV	20106793	Grand Island Independent	cc mtg 12/7 Affidavit 12/01/10	Clerk 22	11.84 ✓
	INV	20106795	Grand Island Independent	cc mtg 12/21 Affidavit 12/15/10	Clerk 22	11.84 ✓
	INV	20107029	Grand Island Independent	GT2 Combustion Inspection Tech Advisor-Ad to bidders Affidavit Bold 12/01/10	Utilities 112	65.34 ✓
	INV	20107353	Grand Island Independent	WATER MAIN PROJECT 2009-W-1 ADVERTISEMENT TO BIDDERS WATER M Affidavit Bold 12/07/10	Utilities 142	73.76 ✓
	INV	20107869	Grand Island Independent	Glade/Island Landhandlers Conditional Use Permit	Clerk	15.63 ✓



BILLING DATE		TERMS OF PAYMENT	
12/26/10.		DUE BY THE 25TH	
ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
10022600		CITY OF GRAND ISLAND	
SALESPERSON NAME		TOTAL AMOUNT DUE	
Terri Trejo - Classified		1,797.93	
CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS
1,797.93	.00	.00	0.00

ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
CITY OF GRAND ISLAND Attn: CITY CLERK PO BOX 1968 GRAND ISLAND NE 68802-1968	THE GRAND ISLAND INDEPENDENT P.O. BOX 1208 GRAND ISLAND, NE 68802-1208

TO ENSURE PROPER CREDIT, PLEASE RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	TYPE	ORDER #	PUBLICATION	DESCRIPTION	SIZE	AMOUNT	
	INV	20108249	Grand Island Independent	Affidavit 12/11/10 Easements for Custard Cats & Country Club Holding Assoc. Affidavit 12/15/10	26 <i>Utilities</i>	19.42	✓
	INV	20108454	Grand Island Independent	11/23 min & claims OFFICIAL PROCEEDINGS CITY OF GRAND ISLAND Affidavit 12/12/10	30 <i>Clerk</i>	550.33	✓
	INV	20108678	Grand Island Independent	Non-Destructive Testing/Utilities Dept. Affidavit Bold 12/15/10	1,226 <i>Utilities</i>	30.81	✓
	INV	20108873	Grand Island Independent	Hearing Notice for BID #6 (Second Street) Affidavit 12/15/10	51 <i>PW</i>	14.73	✓
	INV	20108889	Grand Island Independent	VETERANS ATHLETIC FIELD Affidavit Bold 12/15/10	24 <i>Parks</i>	43.12	✓
	INV	20109570	Grand Island Independent	VISTA SWITCHGEAR/Pat Gericke Affidavit Bold 12/20/10	83 <i>Utilities</i>	51.50	✓
	INV	20109655	Grand Island Independent	Water Treatment-ad to bidders Affidavit Bold 12/21/10	90 <i>Utilities</i>	63.95	✓
	INV	20110145	Grand Island Independent	min & claims 12/7 Affidavit 12/26/10	110 <i>Clerk</i> 1,099	493.53	✓



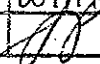
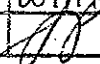
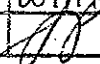
BUS: 402-334-2625
FAX: 402-334-2656

Invoice

BILL TO
Grand Island Athletic Complex City of Grand Island PO Box 1968 Grand Island, NE 68802-1968

DATE	INVOICE #
12/1/2010	90190

TERMS	PROJECT
Net 30	

QTY	DESCRIPTION	RATE	AMOUNT												
14.5	<p>Winterization of Irrigation System - Work Order 8458 Work completed on 11/17/10</p> <p>Winterization of Grand Island Athletic Complex - not included in contract. Ran through system and showed Frank how to complete for future years. Also replaced 1 defective solenoid in sprinkler valve (no charge). We brought our own compressor in addition to the compressor that was provided so that the winterization could be completed in 1 day.</p> <p>Labor per man-hour (2 techs)</p> <p>Please see attached letter regarding leak found at time of winterization.</p> <table><tr><td>PO #</td><td>24092</td></tr><tr><td>Vendor #</td><td>8080</td></tr><tr><td>Invoice #</td><td>90190</td></tr><tr><td>Description</td><td>Winterize irrigation system</td></tr><tr><td>Approved by</td><td></td><td>Date</td><td>11-17-10</td></tr></table>	PO #	24092	Vendor #	8080	Invoice #	90190	Description	Winterize irrigation system	Approved by		Date	11-17-10	45.00	652.50
PO #	24092														
Vendor #	8080														
Invoice #	90190														
Description	Winterize irrigation system														
Approved by		Date	11-17-10												
Thank you for your business!		Org-obj# 40044450-90122	Amount 652.50												
We accept MasterCard & Visa.		Total \$652.50													
A Service Charge of 1.33% per month, 16% APR, with a minimum of \$3.00 will be added to all overdue accounts. A late fee of \$20.00 will be added to all accounts unpaid for 90 days. Customers are also liable for all legal and collection fees.		Payments/Credits \$0.00													
		Balance Due \$652.50													

• Sprinkler Systems • Holiday Lighting •

2129 S. 156TH CIR. • OMAHA, NE 68130

naturehelperinc.com • info@naturehelperinc.com



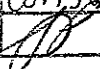
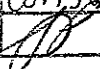
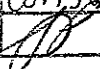
BUS: 402-334-2625
FAX: 402-334-2656

Invoice

BILL TO
Grand Island Athletic Complex City of Grand Island PO Box 1968 Grand Island, NE 68802-1968

DATE	INVOICE #
12/1/2010	90240

TERMS	PROJECT
Net 30	

QTY	DESCRIPTION	RATE	AMOUNT																								
	Charges for working with the Well Company. Bid did not include labor charges regarding the water source.																										
	Initial programming with computer tech from Well Company to figure out how Well Panel works - 9 man hours. Completed on 8/23/10.	405.00	405.00																								
	Ran wire to the pump start relay for the control panel of the water supply - 14.5 hours Work completed 9/10/10.	652.50	652.50																								
	Consultation with Well Company techs before, during and after installing the pressurized tanks - 3 man hours. Work completed in Nov 2010.	135.00	135.00																								
<table border="1"> <tr> <td>PO #</td> <td colspan="3">24092</td> </tr> <tr> <td>Vendor #</td> <td colspan="3">8080</td> </tr> <tr> <td>Invoice #</td> <td colspan="3">90240</td> </tr> <tr> <td>Description</td> <td colspan="3">Consultation with Well Co.</td> </tr> <tr> <td>Approved by</td> <td></td> <td>Date</td> <td>12-1-10</td> </tr> <tr> <td>Org-obj#</td> <td></td> <td>Amount</td> <td></td> </tr> </table>				PO #	24092			Vendor #	8080			Invoice #	90240			Description	Consultation with Well Co.			Approved by		Date	12-1-10	Org-obj#		Amount	
PO #	24092																										
Vendor #	8080																										
Invoice #	90240																										
Description	Consultation with Well Co.																										
Approved by		Date	12-1-10																								
Org-obj#		Amount																									

Thank you for your business! 40044450-90122	1192.50	Total	\$1,192.50
We accept MasterCard & Visa.		Payments/Credits	\$0.00
A Service Charge of 1.33% per month, 16% APR, with a minimum of \$3.00 will be added to all overdue accounts. A late fee of \$20.00 will be added to all accounts unpaid for 90 days. Customers are also liable for all legal and collection fees.		Balance Due	\$1,192.50

• Sprinkler Systems • Holiday Lighting •

2129 S. 156TH CIR. • OMAHA, NE 68130

nature'shelper.com info@nature'shelper.com



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

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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 # **24092-00**

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NATURE'S HELPER INC
2129 S 156TH CR
OMAHA NE 68130

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

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

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
402-208-1651			23826			
Date Ordered	Vendor Number	Entered By	Requested By	Department/Location		
01/06/2011	8080	pattib	Patti Buettner	PARKS & RECREATION		
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	WINTERIZATION OF IRRIGATION SYSTEM 40044450 - 90122 \$652.50		1.0	Each	\$652.500	\$652.50
-	CHARGES FOR WORKING WITH THE WELL COMPANY 40044450 - 90122 \$1,192.50		1.0	Each	\$1,192.500	\$1,192.50
	40044450 - 90122 \$1,845.00					

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

PO Total

\$1,845.00