
City of Grand Island



Tuesday, April 12, 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

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 Charles Gregory, First Baptist Church, 811 West 10th 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, April 12, 2011

Council Session

Item C1

Proclamation "Central Nebraska Public Health Month" April, 2011

Public health services provided by the Central District Health Department benefits all Central Nebraskans. Measures such as controlling the spread of disease, maintaining safe food and drinking water, providing maternal and child health services improve our quality of life. The Mayor has proclaimed the month of April as "Central Nebraska Public Health Month". See attached PROCLAMATION.

Staff Contact: Mayor Vavricek

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

PROCLAMATION

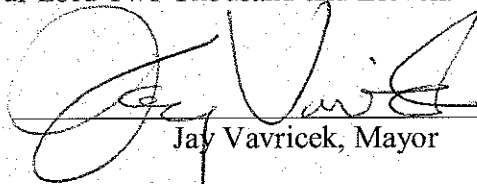
- WHEREAS, Central Nebraskans have achieved almost 30 additional years of life expectancy since 1900; and
- WHEREAS, public health efforts are credited with the majority of improvements in our health status and expanded life expectancy; and
- WHEREAS, Central Nebraska has had a district health department since 2002; and
- WHEREAS, the Central District Health Department identifies and addresses patterns of disease, illness and injury in populations; and
- WHEREAS, the Central District Health department is about ensuring healthy living and working environments; and
- WHEREAS, the Central District Health Department protects against bioterrorism and new and emerging public health threats; and
- WHEREAS, public health measures such as controlling the spread of disease, maintaining safe food and drinking water, and providing maternal and child health services, have prevented deaths and improved our quality of life; and
- WHEREAS, public health services benefit all Central Nebraskans, regardless of age, culture or race; and
- WHEREAS, public health services result in healthy people in healthy communities; and
- WHEREAS, it is important that we do not take public health for granted and that we recognize the need to maintain and improve our current public health efforts.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2011 as

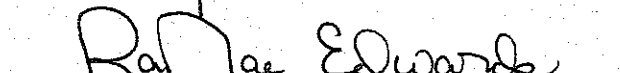
***“CENTRAL NEBRASKA PUBLIC
HEALTH MONTH”***

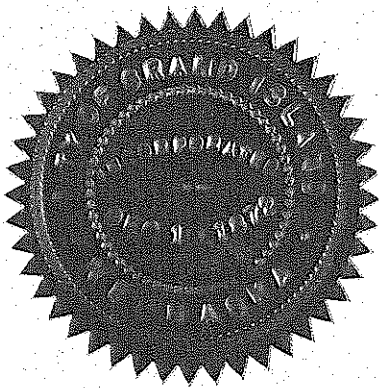
in the City of Grand Island.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of
the City of Grand Island to be affixed this twelfth day of April
in the year of our Lord Two Thousand and Eleven.


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, April 12, 2011

Council Session

Item C2

Proclamation "National Library Week" April 10-16, 2011

Libraries are a part of the American Dream, transforming our communities with opportunity, education, self-help and lifelong learning. The Edith Abbott Memorial Library is a great place to visit with wonderful resources available. The Mayor has proclaimed the Week of April 10-16, 2011 as "National Library Week". See attached PROCLAMATION.

Staff Contact: Mayor Vavricek

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

PROCLAMATION

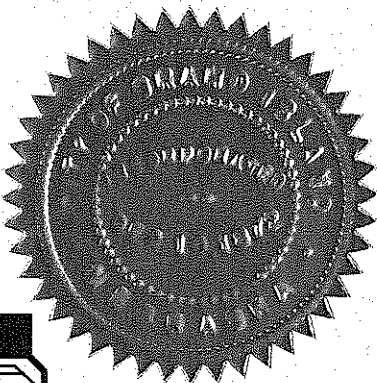
- WHEREAS, our nation's school, academic, public and special libraries make a difference in the lives of millions of Americans today, more than ever; and
- WHEREAS, library workers help people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy; and
- WHEREAS, libraries are helping level the playing field for job seekers, with 88% of public libraries providing access to job databases and other online resources; and
- WHEREAS, libraries are places of opportunity providing materials and programs that touch on all forms of literacy, promoting continuing education and encouraging lifelong learning; and
- WHEREAS, in times of economic hardship, Americans turn to – and depend on – their libraries and librarians; and
- WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of April 10-16, 2011 as

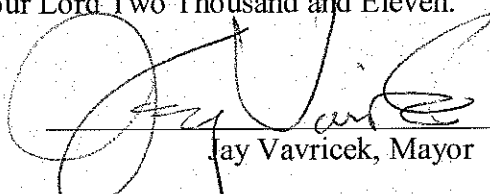
“NATIONAL LIBRARY WEEK”

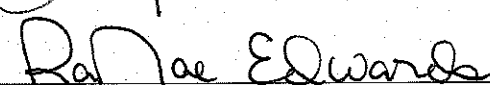
in the City of Grand Island, and encourage all residents to visit the library this week to take advantage of the wonderful library resources available @ your library. Create your own story @ your library.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this eighth day of April in the year of our Lord Two Thousand and Eleven.



Attest:


Jay Vavricek, Mayor


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item C3

Presentation of Citizen Survey Results

The results are in for the City of Grand Island's first comprehensive citizen survey. An overview of results are being presented to the City Council. The survey measured the opinions of residents on local government services and community characteristics.

The City utilized The National Citizen Survey (NCS) to administer the survey. The NCS is a statistically valid survey offered by the National Research Center in collaboration with the International City/County Management Association.

Twelve-hundred randomly selected households were asked to complete the survey and the City received a 38 percent return rate. This strong return rate assures that the results are a good reflection of the community as a whole.

The results of the survey will be used in a variety of ways, giving both immediate and long-term benefits to the City. The survey was a tool for citizens to communicate and share satisfaction levels directly with City elected officials and employees. The information gained from the survey identified City strengths and areas of improvement which will help management know where to focus efforts of monitoring and enhancing processes and systems within operations. In addition, the City will use the survey data during the Program Prioritization budget process as part of the development of the 2011-2012 Budget.

Citizens will be able to access a link on the City's website, www.grand-island.com/citizensurvey, to get background information on the survey, the full report of results and benchmarks, a highlight summary, along with a copy of the City Council presentation. This information will become available by noon on Tuesday, April 12.

Staff Contact: Shannon Oster



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item E1

**Public Hearing on Request from Whitey's, Inc. dba Whitey's
Sports Bar & Grill, 2118 North Webb Road for a Class "C"
Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 12, 2011

Subject: Public Hearing on Request from Whitey's, Inc. dba
Whitey's Sports Bar & Grill, 2118 North Webb Road for
a Class "C" Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

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

Discussion

Whitey's, Inc. dba Whitey's Sport Bar and Grill, 2118 North Webb Road has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted with this application was a Liquor Manger Designation request from Jeffrey Richardson, #47 Kuester Lake.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Whitey's, Inc. dba Whitey's Bar & Grill, 2118 North Webb Road for a Class "C" Liquor License contingent upon final inspections and Liquor Manager designation for Jeffrey Richardson, #47 Kuester Lake contingent upon Mr. Richardson completing a state approved alcohol server/seller training program.

04/04/11
450
11:30
1

Grand Island Police Department

LAW INCIDENT TABLE

Page:

City : Grand Island
Occurred after : 15:38:00 04/01/2011
Occurred before : 15:38:00 04/01/2011
When reported : 15:38:00 04/01/2011
Date disposition declared : 04/01/2011
Incident number : L11040079
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 2118 Webb Rd N
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 20364
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	41107	04/04/11	Richardson, Jane J	Jeffrey's
Spouse				
NM	62508	04/01/11	Richardson, Jeffrey S	Owner/Manager

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT03	Bar/Night Club	

LAW INCIDENT NARRATIVE:

charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution."
The "No" box was checked.

Jeffrey's failure to disclose his traffic convictions technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The traffic convictions would fall under state law or local ordinance.

Either way, the convictions are an infraction or a misdemeanor that do not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license.

The applicant should be cautioned about reading and filling out the application completely, but the Grand Island Police Department has no objection to the issuance of a liquor license for Whitey's Sports Bar & Grill and no objection to Jeffrey Richardson becoming the liquor manager.



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item E2

**Public Hearing on Economic Development - Community
Development Block Grant Application for Purchasing Equipment**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development Administrator

Meeting: April 12, 2011

Subject: Approving Community Development Block Grant
Economic Development Grant application for purchasing
equipment

Item #'s: E-2 & G-7

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The City of Grand Island is eligible to apply for an Economic Development - Community Development Block Grant for direct financial assistance to a for-profit business for purchasing equipment. The grant would fund equipment purchases and result in the creation of 45 jobs, 26 of which would be held by or offered to persons of Low-to-Moderate Income.

A Community Development Block Grant has been prepared for \$605,000 to fund \$600,000 in activity costs and \$5,000 in General Administration. Case New Holland has committed matching funds of \$1,900,000 for a projected total project cost of \$2,500,000.

A public hearing is required at a regularly scheduled Council meeting. A legal notice was published April 2, 2011 in the Grand Island Independent for a public hearing at the April 12, 2011 Council meeting.

Discussion

At this time the Council is requested to approve the Community Development Block Grant-Economic Development Grant application to equipment purchases by Case New Holland.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Community Development Block Grant-Economic Development Grant application.

Sample Motion

Move to approve the Community Development Block Grant-Economic Development Grant for direct financial assistance to a for-profit business for purchasing equipment and authorize the Mayor to sign all related documents.



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item F1

**#9292 - Consideration of Authorizing Series 2011 Grand Island
Facilities Corporation Building Bonds for Library Project**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: April 12, 2011

Subject: Consideration of Authorizing Series 2011 Library Project Refunding Building Bonds and Approving Redemption of Series 2005 Building Bonds for Library Project

Item #'s: F-1 & G-5

Presenter(s): Mary Lou Brown, Finance Director

Background

Potential bond refinancing activities were reviewed with the Council during a Study Session late last year. The Resolution and Ordinance for the second refinancing is now ready to be presented to Council for action.

Discussion

The Library Project Building Bonds, Series 2005, date of original issue – October 1, 2005 – in the principal amount of \$7,000,000 are being called for payment on May 1, 2011; after such time, interest on the bonds will cease. These bonds were originally issued for the purpose of providing funds for the construction of the addition to the library and miscellaneous costs associated therewith.

These bonds will be replaced with the issuance of Refunding Building Bonds (Library Project), Series 2011 in the principal amount of \$3,795,000. The purpose of these bonds is to pay and redeem the \$7,000,000 of the City's Bonds referenced above.

The final numbers and debt service savings will be available at the Council meeting Tuesday night.

Alternatives

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

1. Move to approve the Redemption of Series 2005 Library Project Refunding Building Bonds in the principal amount of \$7,000,000 and Authorize the Issuance of Series 2011 Refunding Building Bonds (Library Project) in the principal amount of \$3,795,000
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the Redemption of Series 2005 Refunding Building Bonds (Library Project) in the principal amount of \$7,000,000 and the Issuance of Series 2011 Refunding Building Bonds (Library Project) in the principal amount of \$3,795,000.

Sample Motion

Move to approve the Redemption of Series 2005 Refunding Building Bonds (Library Project) in the principal amount of \$7,000,000 and the Issuance of Series 2011 Refunding Building Bonds (Library Project) in the principal amount of \$3,795,000.

(Trustee's Original)

SECOND ADDENDUM TO LEASE PURCHASE AGREEMENT

This Second Addendum to Lease Purchase Agreement (the "Second Addendum") is dated as of the first day of May, 2011 by and between the CITY OF GRAND ISLAND, NEBRASKA, a city of the first class of the State of Nebraska ("City") and GRAND ISLAND FACILITIES CORPORATION, a Nebraska nonprofit corporation (the "Corporation").

RECITALS

WHEREAS, the City and the Corporation have entered into a Lease Purchase Agreement dated as of July 12, 2005 (the "Original Lease Purchase Agreement") relating to the construction and acquisition of a library addition which the City proposed to lease and acquire for the benefit of the City and its inhabitants in accordance with the authorization provided for in Section 19-2421, R.R.S. Neb. 2007, as amended;

WHEREAS, Corporation has entered into a Trust Indenture and Security Agreement dated as of October 1, 2005, with Wells Fargo Bank, National Association, as trustee (the "Trustee") under which the Corporation issued, on behalf of the City, the Corporation's Building Bonds (Library Project), Series 2005, in the original principal amount of Seven Million Dollars (\$7,000,000) (the "2005 Bonds");

WHEREAS, the City and the Corporation have entered into an Addendum to Lease Purchase Agreement dated as of October 1, 2005 (the "First Addendum"), which First Addendum finalized certain terms of the Original Lease Purchase Agreement relating to the issuance of the 2005 Bonds;

WHEREAS, Corporation has entered into a Trust Indenture and Security Agreement dated as of May 1, 2011 (the "Indenture") with Wells Fargo Bank, National Association, as trustee (the "Trustee") under which the Corporation is issuing, on behalf of the City, the Corporation's Refunding Building Bonds (Library Project), Series 2011, in the principal amount of Three Million Seven Hundred Ninety-five Thousand Dollars (\$3,795,000) (the "2011 Bonds") for the purpose of refunding the outstanding 2005 Bonds;

WHEREAS, in connection with the issuance of the 2011 Bonds, it is necessary and advisable for the City and the Corporation to enter into this Second Addendum of the Lease Purchase Agreement in order to modify certain provisions related to the 2011 Bonds;

NOW THEREFORE, in consideration of the mutual covenants contained herein and of the purchase of the 2011 Bonds by the original and subsequent purchasers of the 2011 Bonds, the parties do hereby agree and contract as follows:

Section I. Amendment of Definitions of Terms. The definitions of terms set forth in the recitals to the Original Lease Purchase Agreement and the First Addendum are hereby amended and supplemented as follows:

“Agreement” shall mean the Original Lease Purchase Agreement as supplemented and amended by the First Addendum and this Second Addendum.

“Rebate Fund” shall, in addition to the definition in the First Addendum, also mean the fund created pursuant to Section 5.10 of Article V of the Indenture to be maintained by the Trustee and into which certain payments to provide for rebate amounts, if any, owing to the United States are to be made by the City with respect to the 2011 Bonds, to be disbursed as provided in said Section 5.10.

“Trustee” shall mean Wells Fargo Bank, National Association, as trustee under the Indenture, or any successor thereto having trust powers under applicable federal and state law which has been designated as successor trustee under the Indenture in accordance with the terms thereof.

Section II. Approval of Terms of Indenture. The City and the Corporation hereby approve the terms of the Indenture and of the 2011 Bonds and the sale thereof as set forth in the Indenture.

Section III. Agreement to Make Payments. The City hereby agrees to make installment purchase payments as the purchase price and basic rent due under the Original Lease Purchase Agreement as amended by the First Addendum and as further amended by this Second Addendum as follows:

Payment Date	Amount Due
October 25, 2011	\$729,378.13
April 25, 2012	19,933.75
October 25, 2012	779,933.75
April 25, 2013	16,593.75
October 25, 2013	781,893.75
April 25, 2014	12,686.25
October 14, 2014	787,686.25
April 25, 2015	7,261.25
October 25, 2015	792,261.25

All such payments (the “Payments”) shall be made without abatement or set-off and without regard to whether the Project is occupied. The City shall have the right to make prepayment of the Payments at any time and to cause such prepayments to be applied to the satisfaction of the 2011 Bonds. Any amount of the Payments not required for the payment of principal and interest on the 2011 Bonds or the satisfaction thereof shall be considered satisfied in full upon any payment and/or satisfaction in full of the 2011 Bonds.

Section IV. Agreement to Make Payment of Amounts Necessary for Redemption of 2005 Bonds. The City hereby agrees to pay \$_____ in addition to the Payments described above which amount is necessary, in addition to the proceeds of the 2011 Bonds, to effect the redemption of the 2005 Bonds. Such additional amount shall be considered additional rent as described in Article II of the Original Lease Purchase Agreement. Such additional amount shall be remitted directly to the Trustee on or before the date of redemption of the 2005 Bonds.

Section V. Amendments to Lease Purchase Agreement as Amended by Addendum. The Original Lease Purchase Agreement as amended by the First Addendum and this Second Addendum may be amended only in accordance with the terms of the Indenture.

Section VI. Assignment of Payments; Obligations of City Unconditional. Under the Indenture the Payments have been assigned on an absolute and unconditional basis in order to effect the payment of principal and interest on the 2011 Bonds. The City hereby agrees that no amendment reducing the amount of the Payments or extending the time of payment thereof shall be made without the consent of the registered owners of each of the 2011 Bonds affected thereby. The Payments may be reduced in the event of any refunding of the 2011 Bonds, provided that no such reduction shall take effect so long as any of the 2011 Bonds remain outstanding under the terms of the Indenture. The City hereby agrees that the Trustee shall have the right to enforce any and all of its obligations with respect to the Payments under the Original Lease Purchase Agreement as amended by the First Addendum and this Second Addendum.

Section VII. Payment for Rebates to the United States. In addition to the additional payments provided for in paragraph 2.02 of the Original Lease Purchase Agreement and in Section VIII of the First Addendum, the City agrees that it will make payment, as an additional payment due under the Agreement, of all amounts due to the Rebate Fund in order for the 2011 Bonds to comply with the requirements of Section 148(f) of the Code.

Section VIII. Amendment to Terms of Original Lease Purchase Agreement. The following amendment to the terms of the Original Lease Purchase Agreement are hereby made and agreed to by the City and the Corporation:

Amendment of Section 5.03. Section 5.03 of Article V of the Original Lease Purchase Agreement is hereby amended to read as follows:

Section 5.03. In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the City, being the only “obligated person” with respect to the 2011 Bonds, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the “MSRB”) in an electronic format as prescribed by the MSRB:

(a) not later than seven months after the end of each fiscal year of the City (the “Delivery Date”), financial information or operating data for the City of the type

accompanying the audited financial statements of the City entitled “Management’s Discussion and Analysis” (“Annual Financial Information”);

(b) when and if available, audited financial statements for the City; audited financial information shall be prepared on the basis of generally accepted accounting principles; and

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the 2011 Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties (there are no debt service reserves established for the 2011 Bonds under the terms of the Ordinance);

(4) unscheduled draws on credit enhancements reflecting financial difficulties (not applicable to the 2011 Bonds);

(5) substitution of credit or liquidity providers, or their failure to perform (not applicable to the 2011 Bonds);

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2011 Bonds, or other material events affecting the tax status of the 2011 Bonds;

(7) modifications to rights of the holders of the 2011 Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the 2011 Bonds, if material;

(11) rating changes (the 2011 Bonds are not rated and no rating for the 2011 Bonds is expected to be requested);

(12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the

appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

(d) in a timely manner, notice of any failure on the part of the City to provide Annual Financial Information not later than the Delivery Date.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the 2011 Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Resolution. The continuing disclosure obligations of the City, as described above, shall cease when none of the 2011 Bonds remain outstanding.

Section IX. Confirmation of Terms of Original Lease Purchase Agreement and First Addendum. Except as specifically modified and amended by this Second Addendum, all other terms and provision of the Original Lease Purchase Agreement and the First Addendum previously executed by and between the City and Corporation shall remain in full force and effect.

Section X. Trustee's Original. Only that copy of the Agreement consisting of that copy of this Second Addendum which is labeled as "Trustee's Original" and to which there is attached a signed copy of the Original Lease Purchase Agreement and the First Addendum shall constitute the Agreement. Duplicate originals may be prepared and executed for the convenience of the parties only.

Section XI. Date of Addendum. This Second Addendum has been dated for convenience of reference as shown on the initial page hereof. This Second Addendum has been actually executed on the date set forth below for each of the parties.

Date for Execution by City: May __, 2011

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

Date for Execution by Corporation: May __, 2011

ATTEST:

GRAND ISLAND FACILITIES CORPORATION

Dee Price, Secretary

By: _____
Terry Loschen, President

STATE OF NEBRASKA)
) SS:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of May, 2011, by Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a city of the first class of the State of Nebraska, on behalf of such city.

Witness my hand and notarial seal, this ____ day of May, 2011.

Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of May, 2011, by Terry Loschen, President of Grand Island Facilities Corporation, a Nebraska nonprofit corporation, on behalf of the corporation.

Witness my hand and notarial seal, this ____ day of May, 2011.

Notary Public

Ordinance No. 9292

AN ORDINANCE AUTHORIZING EXECUTION AND DELIVERY OF A SECOND ADDENDUM TO LEASE PURCHASE AGREEMENT WITH GRAND ISLAND FACILITIES CORPORATION, AMENDING AND CONFIRMING THE TERMS OF A LEASE PURCHASE AGREEMENT AND AN ADDENDUM TO LEASE PURCHASE AGREEMENT PREVIOUSLY ENTERED INTO, RELATING TO THE ACQUISITION OF A LIBRARY ADDITION FOR USE BY THE CITY; APPROVING THE EXECUTION OF DOCUMENTS WITH RESPECT TO SAID SECOND ADDENDUM; APPROVING THE TERMS OF A TRUST INDENTURE AND SECURITY AGREEMENT; MAKING CERTAIN DETERMINATIONS WITH RESPECT TO BONDS TO BE ISSUED UNDER SUCH INDENTURE; PROVIDING FOR THE REFUNDING OF CERTAIN OUTSTANDING BONDS; APPROVING THE TERMS OF A BOND PURCHASE AGREEMENT; AND PROVIDING FOR THE PUBLISHING OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA (the "City") as follows:

Section 1. The Mayor and Council hereby find and determine: that the City has previously approved the execution and delivery of that Lease Purchase Agreement dated as of July 12, 2005 (the "Original Lease Purchase Agreement") by and between the City and Grand Island Facilities Corporation (the "Corporation"), a Nebraska nonprofit corporation, as amended and supplemented by that First Addendum to Lease Purchase Agreement dated as of October 1, 2005 (the "First Addendum") also by and between the City and the Corporation; that the Corporation has been formed under the Nebraska nonprofit corporation laws exclusively for purposes permitted by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"); that the Corporation has issued and outstanding its Building Bonds (Library Project), Series 2005, date of original issue – November 2, 2005 (the "Building Bonds") which were issued for the purpose of providing funds for the acquisition of an addition to the City's existing library facilities to serve the City and its inhabitants (the "Project"); that since the Building Bonds were issued, the rates of interest available in the market have so declined that by issuing its refunding bonds to provide for the payment and redemption of the Building Bonds, a substantial savings in the amount of yearly running interest will be made, thereby reducing the amount of payments required of the City under the Original Lease Purchase Agreement and the First Addendum; that the Original Lease Purchase Agreement, as supplemented and amended by the First Addendum, provides for the construction and acquisition of the Project pursuant to the provisions of Section 19-2421, R.R.S. Neb. 2007 and provides for payments required to be made by the City for the purchase of the Project in amounts related to the debt service on the Building Bonds; that it is necessary and advisable for the terms of the Original Lease Purchase Agreement, as supplemented and amended by the First Addendum, to be further supplemented and amended to set forth modified payments required to be made by the City for the purchase of the Project and relating to the refunding of the Building Bonds; that the documents necessary for such purposes have been prepared and said documents should be approved and their execution authorized.

Section 2. The City of Grand Island shall enter into the Second Addendum to Lease Purchase Agreement to be dated as of May 1, 2011, with the Corporation, modifying the terms of

Approved as to Form	☐ _____
April 8, 2011	☐ City Attorney

ORDINANCE NO. 9292 (Cont.)

the Original Lease Purchase Agreement as previously supplemented and amended by the First Addendum (the "Second Addendum" and together with the Original Lease Purchase Agreement and the First Addendum, the "Agreement") and whereby the Corporation will lease the Project to the City and with a set schedule of payments relating to the acquisition of the Project. The Second Addendum in the form presented at this meeting is hereby approved.

Section 3. The Mayor and City Clerk of the City be and they are hereby authorized and directed to execute and deliver on behalf of the City the Second Addendum, including any necessary counterparts, in substantially the form and content as presented to this meeting, but with such changes or modifications therein as to them seem necessary, desirable or appropriate on behalf of the City; and said Mayor and City Clerk are further authorized and directed to execute and deliver any other documents or certificates and to do all other things necessary or appropriate in connection with the Agreement.

Section 4. The Mayor and Council hereby ratify and confirm their approval of the formation of the Corporation, including the Articles of Incorporation and Bylaws thereof and the five directors thereof; and further approve the Trust Indenture and Security Agreement, dated as of May 1, 2011, (the "Indenture") from the Corporation in favor of Wells Fargo Bank, National Association, under which Refunding Building Bonds (Library Project), Series 2011, in the aggregate principal amount of \$3,795,000 (the "Refunding Bonds") are to be issued to refund the Building Bonds, and the City hereby approves the issuance of the Refunding Bonds, in such principal amount and bearing interest as set forth in the Indenture; and the sale of said bonds to Ameritas Investment Corp. (the "Underwriter") in accordance with the terms of a Bond Purchase Agreement dated April 12, 2011 (the "Bond Purchase Agreement"), at the price of \$3,757,050 (which price takes into consideration Underwriter's discount in the amount of \$37,950), is hereby approved. The Mayor is hereby further authorized to sign the approval form on the Bond Purchase Agreement on behalf of the City and to approve at the time of closing of the purchase of the Refunding Bonds the final form of the Indenture.

Section 5. In connection with the execution and delivery of the Second Addendum and the issuance by the Corporation of the Refunding Bonds, the following determinations and approvals are hereby made by the Mayor and Council:

(a) The City hereby confirms its declaration, as provided in the Agreement, that it will take title to the Project (including additions) when the Refunding Bonds are discharged.

(b) The City hereby approves the Direction to Give Notice of Redemption of the Building Bonds in the form presented herewith and authorizes and directs the Corporation to execute and deliver such Direction for Call, with any changes deemed necessary and appropriate by the Corporation, to the Trustee. The City further authorizes the Mayor, City Clerk and City Treasurer (Finance Director) to

ORDINANCE NO. 9292 (Cont.)

take any and all actions necessary and appropriate to effect the redemption of the Building Bonds.

Section 6. The Mayor and Council hereby state that it is the intention of the City that interest on the Refunding Bonds issued by The Corporation shall be excludable from gross income under the federal income tax by virtue of Section 103 of the Code and Revenue Ruling 63-20 and Revenue Procedure 82-26 of the Internal Revenue Service and the Mayor and Council hereby authorize the Mayor, the City Clerk and the City Treasurer (Finance Director) (or any one of more of them) to take all actions necessary or appropriate to carry out said intention and for obtaining such interest exclusion. The City hereby covenants with The Corporation for the benefit of the purchasers and holders of the Refunding Bonds that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payments set forth in the Second Addendum or principal and interest on the Refunding Bonds, which would cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 103 and 148 and other related sections of the Code and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to reporting and payment of rebates, if applicable. The Refunding Bonds, as issued on behalf of the City are hereby designated by the City as “qualified tax-exempt obligations” under Section 265(b)(3)(B)(i)(III) of the Code and the City in connection with entering into the Agreement hereby covenants and warrants that it does not anticipate issuance directly by it or on its behalf of tax-exempt bonds or other tax-exempt interest bearing obligations in an amount exceeding \$10,000,000 in calendar 2011 (taking into consideration the exception for current refunding issues) provided that the amount of the Refunding Bonds hereby designated shall be reduced as and to the extent that a portion of the Refunding Bonds may be determined to be “deemed designated” in accordance with the provisions of Section 265(b)(3)(D) of the Code.

Section 7. The Mayor and Council hereby approve the Preliminary Official Statement dated April 1, 2011 with respect to the Refunding Bonds and hereby authorize the Mayor to approve the final Official Statement for the Refunding Bonds with appropriate changes to reflect the final terms for the Refunding Bonds as sold pursuant to the Bond Purchase Agreement.

Section 8. This Ordinance shall be in force and take effect from and after its publication as provided by law.

Passed and approved this 12th day of April, 2011.

Jay Vavricek, Mayor

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item F2

**#9293 - Consideration of Council Observation in Union Contract
Negotiations**

Staff Contact: Councilman Larry Carney

Council Agenda Memo

From: Larry C. Carney, Councilman – 4th Ward

Meeting: April 12, 2011

Subject: Approving Council Observation in Union Contract Negotiations

Item #: F-2

Presenter: Larry C. Carney, Councilman – 4th Ward

Background

It is felt there is need to allow City Council members to observe the union contract negotiations.

Discussion

To allow City Council members to observe the union contract negotiations that are soon to begin, if they have not already, will help the Council members better understand the negotiation process as it is carried out in good faith. The negotiation process is thus made more transparent to the elected Council members who represent the citizens of Grand Island. In the final analysis, these same Council members will be asked to approve any contracts that are agreed upon by the negotiating parties.

Alternatives

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

1. Approve the proposed ordinance.
2. Disapprove or deny the proposed ordinance.
3. Modify the ordinance to meet the wishes of the Council.
4. Table the issue.

Recommendation

I recommend the Council, in its own interest only, pass an ordinance allowing Council members to attend and silently observe the union contract, collective bargaining process for all such contract agreements.

Sample Motion

Move to approve the proposed ordinance as presented.

ORDINANCE NO. 9293

WHEREAS, the Industrial Relations Act regulates relations between the City of Grand Island and its employees and requires good faith negotiations with respect to mandatory topics of bargaining; and

WHEREAS, the City Council, by authority of Section 2-19 of the Grand Island City Code, can bind the City of Grand Island, Nebraska, by their acts when they are duly assembled; and

WHEREAS, the City Council, by authority of Section 2-15 of the Grand Island City Code, may authorize the Mayor to sign contracts; and

WHEREAS, pursuant to Nebraska State Statute Chapter 16, Section 253, the City Council may provide an ordinance providing the details necessary for the full exercise of power conferred upon the City Council; and

WHEREAS, the City Council wants to allow any member of the City Council members, not to exceed five (5) members at any one time, to observe negotiations of each labor contract the bargaining units negotiate, prior to authorizing the Mayor to sign such contract, and to allow Council members to better understand the negotiation process; and

WHEREAS, the City Council members choosing to observe the negotiations agree that all observed negotiations are to remain confidential and not be revealed or discussed in any manner, except while in an Executive Session; and

WHEREAS, all City Council members shall remain silent at all times while observing the negotiations; and

Approved as to Form	<input type="checkbox"/> _____
April 7, 2011	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9293 (Cont.)

WHEREAS, it should be the duty of any City Council member to notify the City Clerk of his/her intention to attend any labor contract negotiation; and

WHEREAS, the City Council wants to promote open and transparent government to the benefit of all Grand Island, Nebraska citizens by allowing the elected representatives to observe the process.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City's negotiation team shall inform all City Council members at least forty-eight (48) hours prior to any labor contract negotiation session for the purpose of allowing any City Council member to attend, and plan for, a scheduled negotiation.

Enacted: April 12, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G1

Approving Minutes of March 22, 2011 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 22, 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 March 22, 2011. Notice of the meeting was given in *The Grand Island Independent* on March 16, 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, Interim City Attorney Jason Eley, and Public Works Director John Collins.

INVOCATION was given by Pastor Scott Friesen, Berean Bible Church, 4116 West Capital Avenue followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Brandon Pfeifer and Jackson Buck. Mentioned was NPA Resolution 2011-4 recognizing Utilities Director Gary Mader for his service on the Nebraska Power Association board.

Finance Director Mary Lou Brown gave the financial report for the month of March. Financial trends were on tract. Natural Gas franchise receipts would be made up by the end of the year. Expenses have been reduced by having some purchases postponed. Sales tax for the month of March was down as expected. Food and occupation tax were strong and gas tax revenues were tracking as expected.

PRESENTATIONS AND PROCLAMATIONS:

Presentation of Legislative Resolution 13 by Senator Mike Gloor. Senator Mike Gloor presented the City of Grand Island with Resolution 13 approved by the State Legislature congratulating the City of Grand Island for a successful 2010 State Fair. Several community leaders associated with the State Fair were present for the presentation. Former Mayor Margaret Hornady, President of the Nebraska State Fair Janet Krueger, and former Senator Ray Aguilar commented on the success and thanked the citizen's of Grand Island. Gene Graves commented on the fund raising efforts for the Nebraska State Fair and stated it wasn't done with yet. Cindy Johnson, President of the Chamber of Commerce mentioned Lisa Willmam's coordination of over 674 volunteers.

Proclamation 'Kick Butts Day 2011' March 23, 2011. Mayor Vavricek proclaimed March 23, 2011 as 'Kick Butts Day 2011'. Tim Zeleski, Project Coordinator with Tobacco Free Hall County was present to receive the proclamation and commented on the positive actions of the City Council and benefits of not smoking.

PUBLIC HEARINGS:

Public Hearing on Request from Friesen Management, Inc. dba Sam and Louie's NYP, 928 Concord Avenue for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "C" Liquor License had been received from Friesen Management, Inc. dba Sam and Louie's NYP, 928 Concord Avenue. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 3, 2011; notice to the general public of date, time, and place of hearing published on March 12, 2011; notice to the applicant of date, time, and place of hearing mailed on March 3, 2011; 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 Tom Ummel and Tommy Ummel for a Conditional Use Permit for a Recycling Center Drop Off Located at 1827 East 4th Street. Building Department Director Craig Lewis reported that Tom Ummel and Tommy Ummel had submitted an application for a Conditional Use Permit for operation of a recycling center drop off in conjunction with the current operation of Heartland Disposal located at 1827 East 4th Street. Staff recommended approval with the conditions that City Code Sections 36-101 through 36-106 be followed. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located North of Swift's Wastewater Treatment Facility, East of the Plant (Conagra Beef Company JBS USA, LLC). Gary Mader, Utilities Director reported that acquisition of a utility easement located north of Swift's Wastewater Treatment Facility, east of the plant was needed in order to have access to install, upgrade, maintain, and repair appurtenances, including lines and transformers for the purpose of providing a new power line and transformer to the JBS new waste treatment facility on the far east side of their property. The easement will provide for the installation of a new underground electric cable and pad-mounted transformer to serve the treatment facility. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda items G-4 and G-11 were removed for further discussion. Motion by Ramsey, second by Niemann to approve the Consent Agenda excluding items G-4 and G-11. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 8, 2011 City Council Regular Meeting.

Approving Minutes of March 15, 2011 City Council Study Session.

#2011-65 – Approving Subordination Agreement for Rafael and Cecilia Esquivel, 322 East 10th Street.

#2011-67 – Approving Acquisition of Utility Easement Located North of Swift's Wastewater Treatment Facility, East of the Plant (Conagra Beef Company JBS USA, LLC).

#2011-68 – Approving Change Order #1 – Water main District #456T – Engleman Road and Old Potash Highway with Diamond Engineering Company of Grand Island, Nebraska for a decrease of \$657.00 and a Revised Contract Amount of \$496,669.50.

#2011-69 – Approving Bid Award for Boiler Fan Motor Refurbishment at Platte Generating Station with Illinois Electric Works of Granite City, Illinois in an Amount of \$92,125.00.

#2011-70 – Approving Request that Hall County Review the County Industrial Tracts within the City Limits.

#2011-71 – Approving Physio Control Monitors Maintenance Contract.

#2011-72 – Approving Renewal of Leases at Cornhusker Army Ammunition Plant for Storage Buildings for Two Years with: Dominion Construction Company of Scottsbluff, Nebraska in an Amount of \$2,900.00 per year; Jerry Harders of Wood River, Nebraska in an Amount of \$900.00 per year; and Nebraska State Patrol of Lincoln, Nebraska in an Amount of \$750.00 per year.

#2011-74 – Approving Service Agreement with NebraskaLink, LLC for Data Transport Services for Public Library.

#2011-75 – Approving GIS Maintenance Contract Renewal for 911 Services with GeoComm, Inc. of St. Cloud, Minnesota in an Amount of \$31,066.00 for five years.

#2011-66 – Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2011 with OK Paving of Hordville, Nebraska in an Amount of \$662,780.00. Public Works Director John Collins reported the contracted concrete pavement and storm sewer work supplements the repair work that is performed by the City's patching crews. Lewis Kent, 624 Meves spoke of concerns with the work performed.

Motion by Nickerson, second by Gilbert to approve Resolution #2011-66. Upon roll call vote, all voted aye. Motion adopted.

#2011-73 – Approving Agreement with Granicus, Inc. of San Francisco, California for Live Streaming/Video Archie in an Amount of upfront cost of \$5,125.00 and a monthly cost of \$177.00. Public Information Officer Wendy Meyer-Jerke reported in an attempt to reach a larger audience and create another alternative for citizens to easily acquire City of Grand Island and community information, city staff had researched the option of live video streaming GITV for several years. Staff recommended Granicus, Inc. as it would give citizens the opportunity to engage in city government and gain more awareness of the City's web site and other possible online uses.

Discussion was held regarding viewing City Council meetings through the web-site, Channel 6 and 56. Interim City Attorney commented on negotiations with Charter Communication for cable service would not interfere with this contract.

Motion by Gilbert, second by Haase to approve Resolution #2011-73. Upon roll call vote, all voted aye. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Tom Ummel and Tommy Ummel for a Conditional Use Permit for a Recycling Center Drop Off Located at 1827 East 4th Street. This item related to the aforementioned Public Hearing.

Discussion was held regarding the requirements for a fence. Building Department Director Craig Lewis stated if trash was inside the building a fence was not required. If there was trash outside the building then a fence would be required.

Motion by Dugan, second by Gericke to approve the Conditional Use Permit for Tom Ummel and Tommy Ummel for a Recycling Center Drop Off located at 1827 East 4th Street with the conditions that City Code Sections 36-101 through 36-106 be followed. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2011-76 – Consideration of Request from Friesen management, inc. dba Sam and Louie’s NYP, 928 Concord Avenue for a Class “C” Liquor License and Liquor Manager Designation for Donald Friesen, 4030 West Husker Highway. This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Ramsey to approve Resolution #2011-76 contingent upon final inspections and completion of a stated approved alcohol server/seller program. Upon roll call vote, all voted aye. Motion adopted.

#2011-77 – Consideration of Preparing Annexation Plan and Refer to the Planning Commission. Regional Planning Director Chad Nabity reported that after the March 15, 2011 Study Session discussion concerning annexation he was bringing forth the following seven areas for the Council to consider:

- Eagle Scout Park/Veteran’s Field Complex
- Bismark Road
- Vanosdal
- Rainbow Lake/Hall County Park
- Husker Hwy/281
- Old Potash/North
- 13th/North

Mayor Vavricek mentioned a letter sent by e-mail from Bill Mowinkel which will be a part of this record.

The following people spoke regarding the annexation:

- Robert Kutz, 20 Kuester Lake - opposed
- Lloyd Leiser, 3515 No. Engelman Road – opposed

- Steve Johnson, 3418 So. Blaine Street – requested Rainbow Lake and property to the west be considered as two different areas.
- Greg Baxter, 212 No. Monitor Road – concerned about the 2 mile extra-territorial jurisdiction, urban development, and school district tax base
- Lewis Kent, 624 Meves Avenue – commented on orderly growth
- William Leiser, 4425 Engleman Road – opposed
- Ray Stander, 1104 N. North Road - opposed

Motion by Gilbert, second by Ramsey to approve Resolution #2011-77 with the following areas:

- Eagle Scout Park/Veteran's Field Complex
- Bismark Road
- Vanosdal
- Rainbow Lake/Hall County Park
- Husker Hwy/281
- Old Potash/North
- 13th/North

Discussion was held regarding benefits and services available to these areas.

Motion by Haase, second by Carney to amend area 8 Rainbow Lake/Hall County Park into two areas (east and west of Blaine Street). Upon roll call vote, Councilmembers Haase, Carney, Niemann, Ramsey, Nickerson, Donaldson, Dugan, Gard, and Gericke voted aye. Councilmember Gilbert voted no. Motion adopted.

Discussion was held regarding costs, lift station at Rainbow Lake, City services and time-line. It was mentioned that property taxes go into the General Fund and sewer and water are paid from the enterprise funds.

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

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of March 9, 2011 through March 22, 2011, for a total amount of \$6,139,512.84. Unanimously approved.

Motion by Dugan, second by Nickerson to approve the Claims for the Period of February 23, 2011 through March 22, 2011 for the Veterans Athletic Field Complex for a total amount of \$27,257.47. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Ramsey to adjourn to Executive Session at 9:03 p.m. for the purpose of discussion concerning City Administrator applicants for the protection of the public interest. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Gericke to return to Regular Session at 10:38 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 10:38 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G2

Approving Minutes of March 29, 2011 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

March 29, 2011

Pursuant to due call and notice thereof, a Special 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 March 29, 2011. Notice of the meeting was given in the *Grand Island Independent* on March 23, 2011 and March 26, 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, Scott Dugan, Randy Gard, and John Gericke. Councilmember Linna Dee Donaldson was absent. The following City Officials were present: Interim City Administrator/Finance Director Mary Lou Brown, City Clerk RaNae Edwards, Interim City Attorney Jason Eley, and Public Works Director John Collins.

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

OTHER ITEMS:

City Administrator Finalist Interview (Mary Lou Brown). Mayor Vavricek commented on the leadership and abilities of Ms. Brown and the reason for his recommendation. Previous private sector experience in business was mentioned as being very important in his decision. Human Resources Director Brenda Sutherland asked questions to better understand the candidate for the position of City Administrator. Mary Lou Brown answered questions concerning her desire to fill the position of City Administrator.

Interim City Administrator Mary Lou Brown answered the following questions:

How does your past experience qualify you for this position? Ms. Brown stated she has a depth of knowledge in finance and accounting and some history in human resources. She stated she had leadership skills, was flexible, a problem solver, a team builder, and was used to changes.

What do you consider as your strongest abilities as an administrator? What skills are you seeking improvement in? Her strongest abilities were her leadership skills. She stated she could grow in the technical aspects of the job.

Describe the extent of your experience with organized labor relations in terms of union contracts, negotiations, grievances and discipline. She worked in a unionized environment all of her career and had experience in that area. She worked in the human resources area and was familiar with unions.

What is your style of management? She stated her style was one of consensus building, working as a team, values employees, open door policy, mentoring employees, education, and hands-on.

How do you manage your staff? Openness and interactive with employees.

Does it vary with different people or circumstances? Yes, adapting your style to get the best out of people you work with was important. She tries to get the best out of people.

Describe your supervisory experience; include the number of employees supervised, the titles of the employees and the total number of employees managed in the organization. Currently as Interim City Administrator she was managing 500 employees. She mentioned several other companies she worked with and the number of employees and positions she had worked with.

How do you see your role changing when you are fully responsible for all day-to-day operations of Grand Island? Moving into one position she would be able to focus on one job. She plans on touring the city departments. Mentioned was moving into the budget season, sewer extension project on 281, and more exposure within the community.

What three words would others use to describe you and how would that differ from your self-assessment? Thoughtful in decision making, honest, and open, these were the same words she would describe herself.

How do you feel about every decision you make being reported in the headlines of the local media? She stated this was the biggest change she has had to make coming from the private sector. She has felt she has dealt with it well as its part of the job. The longer she has been here the less impact.

What are your thoughts on how Grand Island can be involved in the legislative process and become more proactive in lobbying regarding issues that affect the development of the City? Do you have any specific examples from your work history where you were involved in legislative activities? She stated her experience in lobbying had been in watching other cities work with the legislature. Based on what she had seen at the legislature she felt it was important to have someone from the City at the hearings.

With several key vacancies (including the Finance Director), how do you intend to build your team knowing that many of them could be brand new to the functions of the city as we begin the budget cycle as well as union negotiations? Bring people on board and acclimate them quickly, mentor new employees, talk to the current employees to build the team.

What's the most difficult decision you had to make in your career and what did you learn from it? When she was asked to make the change from the finance world into the human resources world.

The reason she accepted the interim position was because she felt confident that she could do the job. She described herself as being a change agent.

In the organization where you have served, what one problem comes to mind that you encountered that you were especially proud of the outcome and how you solved it. Her most proud moment was becoming a part of the HR organization. Personal awards for the team, when it was built from scratch. She had formed lasting relationships and still keeps in touch with the team today.

Tell us about a situation at work in which someone put pressure on you to do something that you didn't feel was right. Describe the situation, what you did and the results. She stated moving a function here at City Hall into another department. She felt it was not a wise decision and that it wouldn't have the checks and balances needed.

What do you see as the top two or three crucial areas that must be addressed that play a critical role in our future? The first area was an overall vision of the City. Mentioned was strategy. Second was

that we would go through a lot of people changes. Third was managing the budget and keeping the employees on board and understanding the process.

What is your vision for the future of Grand Island? Continue to grow and provide the services that our citizens look to and manage the changes.

In what areas do you differ philosophically from the Mayor? She stated the Mayor is a very energetic Mayor who was always pushing the envelope. There was a limit as to how much an organization could absorb.

You often have to make recommendations to City Council on issues that have strong political implications. Give us an example of one such recommendation, and tell us how you handled it. Last year's budget.

Tell us how you would approach a situation in which you felt the Mayor was misguided in direction. How would you handle the situation if it was the Council you felt was misguided? She believes in conversation and bringing forth her view point for both questions.

What do you feel has been your greatest frustration or disappointment in your present or previous positions, and why do you feel this way? What did you learn from it? Her biggest frustration was there were never enough hours in a day. She tends to be a workaholic.

What process do you follow in making recommendations to the Mayor and Council? Always fact based when making recommendations. Having her ducks in a row, sharing that information in a way they will understand.

How would you feel if the elected officials did not follow your recommendations and instead directed another course of action? She stated that as long as she did her best that was fine. Not all people agree on everything. She didn't anticipate over time that everyone would agree on everything and that was fine too.

This position is tied to the term of the Mayor, why did you decide to apply for the position? She wanted to change the trend and felt it was a detriment to the City to have so many changes in the City Administrator position. She always looks for a challenge and likes the challenge. She likes to have lots of irons in the fire.

The City of Grand Island received 52 applications for the City Administrator position. What personal and professional qualities do you believe you have led you to be the single outstanding candidate for this job? She was a known commodity to the organization. She was the best candidate because of leadership skills and ability to understand the finances of the City. She was a strong supporter of Program Prioritization and felt it was the right tool to move forward with. As we move forward we'll have more information from the Citizens Survey which would roll into the program prioritization. We would be adding the correlation of the program revenue with the programs.

She feels very strong about the employees of the City and would like to start out with employee meetings. Need to bring every employee together and treated fairly.

Ms. Brown commented on net assets conversation with the State Auditor relating to negative balances. She stated we were in compliance. Fiscal policy issues were still there and needed to be

dealt with and updated. She felt Council participation at the overall budget level was important, day-to-day operations should be dealt with at the department level.

Financial reports presented monthly would keep the Council informed. Comments were made about not buying vehicles because of the loss of state aid. Outsourcing was mentioned concerning the City Attorney's position. Talks had been held with the County to see if these could be combined. Community involvement from the citizens in Grand Island was mentioned. Educating the public was important.

Ms. Brown commented on the wide variety of issues from the citizens of Grand Island that had come forth. Many issues could not be dealt with by the City. Communication with the Council was mentioned. The Mayor was strong on chain-of-command. Mentioned was the City Administrator report that was done previously. Chain-of-command was what she would like to use for the time being.

She stated she was a hands on manager and liked to direct, but felt it was very important to have communication with department directors both as a group and individually. She stated the Councilmember's most important role was to bring forward the views of those people who elected them. Interaction with the council needed to be driven by the council with what worked with them and Ms. Brown. One-on-one, e-mails, etc. whatever worked for the Council.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Gard to adjourn to Executive Session at 8:23 p.m. for the purpose of discussion concerning City Administrator applicant negotiation for the protection of the applicant. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Dugan to return to Regular Session at 9:55 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:55 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G3

Approving Minutes of April 5, 2011 City Council Special Meeting/Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING/STUDY SESSION

April 5, 2011

Pursuant to due call and notice thereof, a Special 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 April 5, 2011. Notice of the meeting was given in the *Grand Island Independent* on March 30, 2011.

Mayor Jay Vavricek called the meeting to order at 6:00 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 Public Works Director John Collins.

INVOCATION was given by Orv Qualsett followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Dillon 'Spies and Tyler Barrientos. Acknowledged were eight different events the Mayor had attended this last week. Utilities Director Gary Mader was recognized and congratulated as Nebraska Municipal Power Pool (NMPP) Man of the Year.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Lady Husker's Volleyball Saturday" April 9, 2011. Mayor Vavricek proclaimed Saturday, April 9, 2011 as "Lady Husker's Volleyball Saturday". Recognized was Orv Qualsett for his leadership in bringing this event to the Heartland Events Center. Orv Qualsett and Diane Willie were present to receive the proclamation.

RESOLUTIONS:

#2011-78 – Consideration of Approving Appointment of Mary Lou Brown as City Administrator and Approving Offer of Employment. Mayor Vavricek recommended Mary Lou Brown as the next City Administrator for the City of Grand Island as required by the Grand Island City Code.

Margaret Hornady, 2708 Arrowhead Road spoke in support.

Comments were made by Council regarding the lack of candidates and the process taken in filling this position. Several Councilmember's mentioned the qualifications and leadership of Ms. Brown.

Motion by Haase, second by Carney to postpone Resolution #2011-78 until the Mayor forwards additional candidates for Council's review for the position of City Administrator. Upon roll call

vote, Councilmember's Haase, Carney, Dugan, and Gericke voted aye. Councilmember's Niemann, Ramsey, Gilbert, Nickerson, Donaldson, and Gard voted no. Motion failed.

Comments by Council were made concerning the lack of municipal experience and the process of hiring Ms. Brown. Comments were also made concerning the knowledge, integrity, and ability of Ms. Brown.

Mayor Vavricek explained the process and the reasons for his recommendation. He commented that the Council was looking at the process and not the ability of the candidate. Mentioned was that the position of City Administrator for the City of Grand Island was a difficult job.

Motion by Gilbert, second by Niemann to approve Resolution #2011-78. Upon roll call vote, Councilmember's Carney, Niemann, Ramsey, Gilbert, Nickerson, and Donaldson voted aye. Councilmember's Haase, Dugan, Gard, and Gericke voted no. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:06 p.m.

RaNae Edwards
City Clerk

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

April 5, 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 April 5, 2011. Notice of the meeting was given in the *Grand Island Independent* on March 30, 2011.

Mayor Jay Vavricek called the meeting to order at 7:06 p.m. The following Councilmember's were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Scott Dugan, Linna Dee Donaldson, 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 Public Works Director John Collins.

OTHER ITEMS:

Presentation on Wastewater Capital Improvement Plan Update and Cost of Service Based Rate Study. Utilities Director Gary Mader explained that the purpose of the Study Session was to provide the City Council with background information related to the CIP development for the rate model update for the Wastewater Treatment Plant. Explained were the results of the rate model update and the new excess strength surcharge for nitrates.

Derek Cambridge, Project Manager of Water for Black & Veatch gave a PowerPoint presentation concerning the May 2009 Rate Study. Presented were the following:

- Significant reduction in BOD and TSS loading from JBS with new lagoon construction
- Postponement of the digester project
- May 2010 Comprehensive Plan Update identified significant needs in the collection system
- Construction of additional JBS pretreatment facilities will reduce loading further and change wastewater characteristics

Council took a break at 7:29 p.m. and reconvened at 7:37 p.m.

Summary of the May 2010 Comprehensive Plan Update issued by CH2M Hill were:

- Identified \$118 million in projects from 2010 to 2020 and beyond
- From 2011 to 2015, \$60.5 million
- Largely replacement/rehabilitation of existing facilities
- Limited projects to increase collection system capacity

Comments were made by Council that these rates over the next 5 to 10 years may go up. Size of our facility was discussed with the ability of future growth.

Black & Veatch developed a total proposed 5 year CIP of \$44.1 million.

Anna White, Manager of Management Consulting with Black & Veatch presented the Rate Study Results. The following key issues of a cost of service study were presented:

- Maintain Revenue Adequacy
- Use Fair and Equitable Cost Allocations
- Use Practical Rates and Billing Formats
- Minimize Customer Impacts
- Maximize Customer Understanding and Acceptance

Discussion was held concerning JBS and fees collected. Fewer fees were being collected since JBS built their wastewater facility. The volume of water received at the City's Wastewater Treatment Plant was the same, but now their water was cleaner.

The following process was used for the rate design methodology:

- Review Suitability of Existing Rate Structure
- Examine Alternative Structures
- Design Cost of Service Rates
- Examine Impact of Rates on Individual Customers and Classes

Mr. Mader answered questions concerning monitoring nitrate levels for commercial/industrial operations. He stated they were able to monitor nitrates.

Mr. Mader recommended that the City proceed with an RFP for detailed engineering design services for the multiple projects needed to be done over several years. The first project recommended to proceed with was the Northeast Interceptor because of the need.

Mentioned was that typically the monthly residential bill would increase \$7.21 from 2011 to 2014.

Mr. Cambridge presented the Nitrate Extra Strength Surcharge. Graphs were shown that when JBS put in their new lagoon it decreased the organic load to the City, but increased the nitrogen level. There were no other businesses within the City that created nitrates.

ADJOURNMENT: The meeting was adjourned at 9:24 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G4

Approving Appointment of David Wetherilt to Business Improvement District #8

The Mayor has submitted the appointment of David Wetherilt to replace James Reed on the Business Improvement (BID) District #8 board. This appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2013.

Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G5

**#2011-79 - Approving Redemption of Series 2005 Grand Island
Facilities Corporation Building Bonds for the Library Project**

This item relates to the aforementioned Ordinance item F-1.

Staff Contact: Mary Lou Brown

RESOLUTION 2011-79

BE IT RESOLVED by the Mayor and City Council of the City of Grand Island, Nebraska:

Section 1. The following bonds of the City of Grand Island, Nebraska, in accordance with their option provisions are hereby called for payment on May 1, 2011, after which date interest on the bonds will cease.

Said bonds are hereinafter referred to as the "Refunded Bonds."

The Refunded Bonds are subject to redemption at any time on or after May 1, 2011, at par and accrued interest, and said interest is payable semiannually.

Said Refunded Bonds were issued for the purpose of providing funds for the construction of the addition to the library and miscellaneous costs associated therewith.

Section 2. Said bonds are to be paid at the principal corporate trust office of Wells Fargo Bank, National Association, as paying agent and registrar (the "Paying Agent and Registrar").

Section 3. A true copy of this resolution shall be filed immediately with the Paying Agent and Registrar, and said Paying Agent and Registrar is hereby irrevocably instructed to mail notice to each registered owner of said bonds not less than thirty days prior to the date fixed for redemption, all in accordance with the ordinance authorizing said Refunded Bonds.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
April 8, 2011	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G6

#2011-80 - Approving the Sale of 2 Shares of SemGroup Corporation

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator
Meeting: April 12, 2011
Subject: Sale of 2 Shares of SemGroup Corporation
Item #'s: G-6
Presenter(s): Mary Lou Brown, City Administrator

Background

The City of Grand Island was issued 2 shares of SemGroup Corporation as a result of a Chapter 11 Bankruptcy settlement. These share are maintained under the Direct Registration System, which means they are being held in an electronic, book-entry account maintained by BNY Mellon Shareowner Services LLC. As of March 16, 2011, these shares had a value of \$32.14 each.

Discussion

BNY Mellon Shareowner Services requires that an original copy of the resolution authorizing the sale be sent with the request for sale of these shares. This document should have the seal of the City of Grand Island and list the individuals authorized to sell, assign, or transfer securities on behalf of the city.

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 sale of 2 shares of SemGroup Corporation.

Sample Motion

Move to approve sale of 2 shares of SemGroup Corporation.

RESOLUTION 2011-80

WHEREAS, the City of Grand Island was issued 2 shares of SemGroup Corporation as a result of a Chapter 11 Bankruptcy settlement; and

WHEREAS, these shares are being held by BNY Mellon Shareowner Services LLC in an electronic, book-entry account; and

WHEREAS, Mary Lou Brown, Finance Director, has been authorized to sell these 2 shares of SemGroup Corporation on behalf of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sale of 2 shares of SemGroup Corporation be approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G7

#2011-81 - Approving Economic Development - Community Development Block Grant Project for Purchasing Equipment

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

Staff Contact: Joni Kuzma

RESOLUTION 2011-81

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

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

WHEREAS, the City will apply for and administer a \$605,000 Economic Development Grant (\$600,000 project cost/\$5,000 general administration) for the Direct Financial Assistance to a For-Profit Business for purchasing equipment, and

WHEREAS, Case New Holland has committed matching funds of \$1,900,000 for a projected project cost of \$2,500,000; and

WHEREAS, this project will result in the hiring of 45 employees, 26 of which will be held by or offered to persons of Low-to-Moderate-Income, and

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

WHEREAS, the public hearing on April 12, 2011, offers the public opportunity to make such comments to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for an Economic Development grant from the Nebraska Department of Economic Development for equipment purchase to facilitate job creation and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011.

Jay Vavricek, Mayor

Attest:

Approved as to Form	☐ _____
April 7, 2011	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G8

#2011-82 - Approving Appointment of Tim Luchsinger, Assistant Utilities Director, as the City's Representative at the Nebraska Municipal Power Pool (NMPP)

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: April 12, 2011

Subject: Appointment of Tim Luchsinger, Assistant Utilities Director, as the City's Representative at the Nebraska Municipal Power Pool

Item #'s: G-8

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

Background

Grand Island has been a member of the Nebraska Municipal Power Pool (NMPP) since it was formed in 1975. The primary goal of the organization was to develop means by which the state's municipal electric utilities could cooperate in developing electric power supply. That organization has since grown to include municipal electric utilities not only in Nebraska but also from Colorado, Wyoming and Iowa, and has also expanded its scope of services to include wholesale power supply, transmissions services, power marketing, natural gas supply, load aggregation and bulk purchasing, computer programming services and other services specifically designed to serve municipal utilities. Grand Island was a charter member of NMPP and has had a representative on the Board of Directors since the organization's creation. I have served as the City of Grand Island representative since 1993.

Discussion

With my retirement in April, I will no longer be available to represent the City at that organization. NMPP is requesting that Grand Island continue its participation in NMPP and formally appoint a replacement representative. It is recommended that Assistant Utilities Director, Tim Luchsinger, be designated as the replacement representative to the Nebraska Municipal Power Pool. After my retirement, Mr. Luchsinger will be the longest serving senior manager in the Department. Additionally, NMPP was created primarily to deal with issues related to power supply, and while the organization has diversified into other areas, power supply and transmission service are still the core businesses. Recently the City entered into a Power Marketing Agreement with the Municipal Energy Agency of Nebraska (MEAN) to provide for wholesale power sales from the Public Power

Generating Agency (PPGA) plant being constructed in Hastings. MEAN is one of the major service companies organized under the original mission of NMPP. With responsibility for the City's power plants and also serving on the PPGA board, Mr. Luchsinger has the experience and knowledge to serve Grand Island as the City's representative at NMPP.

NMPP bylaws require the appointment of representatives to be done by the represented city's governing board. Therefore, the recommended appointment is submitted to the City Council for their consideration.

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 appoint Tim Luchsinger, Assistant Utilities Director, be appointed to replace Gary Mader as the City of Grand Island representative at the Nebraska Power Pool.

Sample Motion

Move to approve appointment of Tim Luchsinger to replace Gary Mader as the City of Grand Island representative to the Nebraska Municipal Power Pool.

RESOLUTION 2011-82

WHEREAS, the City of Grand Island is a member of the Nebraska Municipal Power Pool (NMPP); and

WHEREAS, NMPP bylaws require the appointment of representatives by the City's governing board; and

WHEREAS, Gary Mader, the current Utilities Director is retiring on April 22, 2011; and

WHEREAS, Timothy Luchsinger, Assistant Utilities Director, has the experience and knowledge to serve Grand Island and the NMPP Board.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized, on behalf of the City, to appoint Timothy Luchsinger as the representative of the City of Grand Island, to the Member's Council of the Nebraska Municipal Power Pool.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G9

**#2011-83 - Approving Amended & Restated Nebraska Public
Power District and the City of Grand Island Electric
Interconnection & Interchange Agreement**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary Mader, Utilities Director
Jason Eley, Interim City Attorney

Meeting: April 12, 2011

Subject: Approving Amended and Restated Electric
Interconnection and Interchange Agreement with NPPD

Item #'s: G-9

Presenter(s): Gary Mader, Utilities Director

Background

The City of Grand Island electric system consists of a 115,000 Volt transmission loop encompassing the entire city with seven substations located along that loop. The substations reduce the voltage from 115,000 Volts to 13,800 Volts for distribution throughout the city. Prior to the development of a large regional transmission grid, towns and cities operated independently. However, with the development of the regional grid, benefits of interconnecting with other utilities were recognized. Increased reliability during events such as a power plant outages or failures of a transmission line segments can be supported by the increased interconnections with adjacent utilities. Grand Island established its first connection with NPPD on the east side of the city in 1968. In 1980, two additional connections were established on the south side of the city. In 1981, in order to establish roles and responsibilities for each party, the City of Grand Island entered into a formal agreement with Nebraska Public Power District (NPPD) known as the Electric Interconnection and Interchange Agreement. A fourth connection in the southwest corner of the city was made in 1999. A fifth connection, to the north of the City, is planned for construction next year.

Discussion

Until the last few years, the existing agreement was adequate to address the requirements of the industry. However, since the federal deregulation of the electric industry, the Federal Energy Regulatory Commission (FERC) and the National Electric Reliability Corporation (NERC) have expanded the national regulatory scheme for the electric industry across the country, creating governing organizations to control the operation of electric utilities and to require reporting of operational information.

The nation's electric grid has been divided into Regional Transmission Organizations (RTO) that ensure the reliability and stability of the system. Various reports are required to be filed with the appropriate RTO. In addition, utilities tend to be more dependent on each other due to increased regulations and requirements. These changes have caused the existing 1981 agreement to become obsolete. The Amended and Restated Electric Interconnection and Interchange Agreement provides the needed changes to address the interconnection of Grand Island Electric and NPPD. City Utility and Legal staff have reviewed the proposed agreement, finding it accurately reflects the requirements of the nation's electric industry as currently applicable to the Grand Island and Nebraska Public Power District interconnections.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the "Amended and Restated Electric Interconnection and Interchange Agreement" with Nebraska Public Power District.

Sample Motion

Move to approve the "Amended and Restated Electric Interconnection and Interchange Agreement" with Nebraska Public Power District.

AMENDED AND RESTATED
NEBRASKA PUBLIC POWER DISTRICT
and
CITY OF GRAND ISLAND, NEBRASKA
ELECTRIC INTERCONNECTION AND INTERCHANGE AGREEMENT

DATE: _____

ELECTRIC INTERCONNECTION AND INTERCHANGE AGREEMENT

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Exhibit A – Interconnection Facilities

Exhibit B – Transmission Rate Schedule

Exhibit C-1 – Transmission Service between WAPA and City of Grand Island

AMENDED AND RESTATED
NEBRASKA PUBLIC POWER DISTRICT
and
CITY OF GRAND ISLAND, NEBRASKA

ELECTRIC INTERCONNECTION AND INTERCHANGE AGREEMENT

This Amended and Restated Electric Interconnection and Interchange Agreement (Agreement) is made and entered into effective this ____ day of _____, 2011 by and between NEBRASKA PUBLIC POWER DISTRICT (NPPD), Columbus, Nebraska, a public corporation and political subdivision of the State of Nebraska, and the CITY OF GRAND ISLAND, NEBRASKA (City). The effective date of this Agreement shall remain June 26, 1981. NPPD and City, respectively being sometimes hereinafter referred to individually as "Party" or collectively as "Parties".

WITNESSETH

WHEREAS, NPPD and City each own and operate electric generating and transmission facilities and are each engaged in the generation, transmission and sale of electric power and energy, and

WHEREAS, the respective transmission system of NPPD and City are presently interconnected and, from time to time, NPPD and City engage in the purchase and sale of energy pursuant to contractual arrangements between the Parties, and

WHEREAS, NPPD and City have certain obligations imposed by the North American Electric Reliability Corporation (NERC) or the applicable NERC regional entity which may change from time to time.

WHEREAS, NPPD and City desire to provide certain additional arrangements and to consolidate them with the existing arrangements in one contract to provide continued benefits of reliability and economy through interconnection of their respective transmission systems.

WHEREAS, City may from time to time receive power and energy from or deliver power and energy to NPPD or other parties not signatory to this Agreement, and NPPD's electric system is used for the transmission of power and energy received from or delivered to NPPD and such other parties, and

WHEREAS, NPPD and City wish to set forth the criteria governing the interconnected operation of their respective electric systems and the interchange of power and energy associated with said interconnected operation, and

WHEREAS, City and NPPD have mutual interests in the integrity of the interconnected facilities, and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1 **GENERAL**

1.1 The Parties hereto shall operate their electric transmission systems in an interconnected manner and shall cooperate in furnishing through the Point(s) of Interconnection of their systems, in accordance with the terms and provisions of this Agreement, such quantities of electric power and energy as either Party may from time to time request.

1.2 The Parties acknowledge that the Federal Energy Regulatory Commission (FERC), North American Energy Regulatory Corporation (NERC), and the applicable NERC regional entity shall establish, monitor, and enforce compliance with the bulk electric system reliability standards, and that transmission facilities described in this Agreement are subject to compliance with those standards. The Parties agree to comply with the approved reliability standards issued by NERC or the applicable NERC regional entity, as they may be revised from time to time. NERC has developed a Compliance Monitoring and Enforcement Program (Program) that will be implemented and enforced by the applicable NERC regional entity, and it is the obligation of each Party that owns and/or operates transmission facilities to be responsible for conformity to this Program and all other applicable NERC standards. The Party that is the transmission facility owner/operator shall submit any required reports to NERC or the applicable NERC regional entity, and be responsible to remedy any violations of the standards, and pay any associated fines, penalties, mitigation costs or assessments due to failure to meet such requirements.

If, during the term of this Agreement, NERC is replaced by any successor organization, the Parties shall comply with the approved reliability standards of the successor organization in the same manner as with NERC Reliability Standards. The foregoing shall apply, whether or not City or NPPD, respectively, is a registered entity or member of NERC or such similar organization.

1.3 Each Party shall maintain utility responsibility for its own load, plus reserves and operate and maintain its system in a manner consistent with Prudent Utility Practices. Each Party agrees to comply with criteria, procedures, terms, conditions, and any other rules imposed on them by entities identified in Article 1, Section 1.2. It is the obligation of each Party to be individually responsible for compliance with reliability requirements

and any associated fines, penalties, mitigation costs or assessments due to failure to meet such requirements.

1.4 The respective systems of the Parties hereto are now or may be interconnected with other systems and other agreements for interconnection, mutual assistance, pooling, power supply and transmission service may exist or may be entered into between either Party and other systems. It is understood that the Parties intend to assist each other when requested by the other, but it is recognized that such other agreements may limit the capacities available to the Parties for assistance under the terms hereof.

1.5 Either Party shall have the right to refuse to deliver power or energy hereunder or, having begun such delivery, to curtail, restrict or discontinue such delivery, whenever, in such Party's sole judgment, such delivery will endanger its facilities or interfere with its obligations, now existing or hereafter created, to its customers or to other electric suppliers.

1.6 Prudent Utility Practices at a particular time means any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. In applying the standard of Prudent Utility Practice to any matter under this Agreement, equitable consideration should be given to the circumstances, requirements and obligations of each of the Parties and there shall be taken into consideration the fact that NPPD, a political subdivision of the State of Nebraska and the City, a municipal corporation, both with prescribed statutory powers, duties and responsibilities. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. Prudent Utility Practice includes due regard for manufacturers' warranties and the requirements of any governmental agency having jurisdiction.

ARTICLE 2

TRANSMISSION INTERCONNECTIONS

2.1 Facilities

2.1.1 The electric systems of the Parties are directly connected at the Point(s) of Interconnection identified on Exhibit A, which is attached hereto and incorporated herein by reference, and may be revised from time to time by mutual agreement of the Parties.

2.1.2 NPPD agrees to provide interconnection service for the power and energy of City to or from the Point(s) of Interconnection identified and defined on Exhibit

A, provided City has contracted for transmission service with the appropriate transmission service provider. City shall provide facilities of adequate capacity to deliver its total power and energy scheduled to or from such Point(s) of Interconnection on City's system.

2.1.3 City agrees to provide interconnection service for the power and energy of NPPD to or from the Point(s) of Interconnection identified and defined on Exhibit A, provided NPPD has contracted for transmission service with the appropriate transmission service provider. NPPD shall provide facilities of adequate capacity to deliver its total power and energy scheduled to or from such Point(s) of Interconnection.

2.2 Interconnections under this Agreement are for the benefit of both Parties, including enhanced reliability and other benefits of interconnected operation, and to provide further opportunities for more economical electrical service to their respective customers.

ARTICLE 3 **COORDINATING COMMITTEE**

3.1 The Parties agree to establish a coordinating committee, hereinafter referred to as "Coordinating Committee". The Coordinating Committee shall consist of one representative designated in writing by each Party, with each Party also designating an alternative who may act in the stead of the representative at the option of that Party. Either Party may at any time change its representative or alternate on the Coordinating Committee and shall promptly notify the other Party of any change in designation. Any representative, by written notice to the other member of the Coordinating Committee, may authorize his alternate to act temporarily in his place. Each member of the Coordinating Committee may invite other members of his organization or others, as his advisors, to attend meetings of the Coordinating Committee.

From time to time, to meet changing conditions, the Coordinating Committee shall establish operating procedures and standard practices with respect to this Agreement for the guidance of dispatchers and other employees as to matter affecting interconnected operations and transmission service pursuant to this Agreement and shall recommend arrangements for metering, communications, and other services and facilities. The Coordinating Committee shall have no authority to modify any of the provisions of this Agreement or to modify or set rates. The establishment of any procedure or practice or determination by the Coordinating Committee, within the scope of the Coordinating Committee's responsibility, shall be effective when signed by the designated representative of each Party.

3.2 The Coordinating Committee shall meet at such times as deemed necessary by either Party. Written minutes shall be kept for all meetings of the Coordinating Committee and decisions or agreements made by the Coordinating Committee shall be reduced to writing and signed by the members thereof.

3.3 The representatives constituting the Coordinating Committee shall be of equal authority, and all decisions made and directions given must be unanimous. If the Coordinating Committee is unable to agree on any matters within its jurisdiction, such matters shall be resolved by the mutual agreement of the Chief Executives of the Parties or their designated representatives.

3.4 Nothing contained in this Agreement shall be construed to constitute a waiver or surrender by either Party of its right to any action, in law or equity, to enforce all provisions of this Agreement and its rights hereunder. Notwithstanding the foregoing, in the event of a judicial or administrative proceeding on account of any disputed matter, the Parties shall continue to make payments in accordance with Article 7 of this Agreement until the matter has been finally determined, at which time any necessary adjustments shall be made.

ARTICLE 4

RESERVES, ENERGY INTERCHANGE AND TRANSMISSION

4.1 Reserves

4.1.1 City shall maintain at all times during each month a combination of generation capacity and firm capacity purchases to allow the City to meet its peak load plus an amount for reserves based upon the then current NERC or regional entity standards.

4.1.2 City shall provide operating reserves in accordance with the requirements of NERC or regional entity standards. City may provide operating reserves by self supply, by purchase from NPPD, participation in a reserve sharing pool, or through purchase from a third party. If a supplier other than NPPD provides operating reserves, including self supply, NPPD shall have the right to verify that such reserves are provided in a sufficient manner. If the reserves are not provided in a sufficient manner, NPPD will be deemed to have provided the reserves under its applicable Transmission Service Rate Schedule, see Exhibit B.

4.2 Schedules

4.2.1 The City shall furnish its Balancing Authority (currently NPPD), with all transaction schedule information in accordance with the applicable NERC Standards, for power and energy which is delivered or received by the City.

4.2.2 Scheduling System Control and Dispatch charges shall apply in accordance with the applicable Transmission Service Rate Schedule.

4.2.3 Schedules must be confirmed by both the receiving and delivering Party prior to acceptance. In addition, appropriate transmission arrangements must be in place prior to acceptance of the related schedule(s).

4.2.4 City shall schedule, in advance, any energy generated in excess of City's requirements during the test of its generating equipment for delivery to a prearranged purchaser.

4.3 Transmission

4.3.1 Effective April 1, 2009, NPPD joined the Southwest Power Pool (SPP) as a transmission owner, and placed its transmission system under the SPP Open Access Transmission Tariff (OATT). All new requests for Transmission Service (other than for Ancillary Services only) made after April 1, 2009 shall be made under the provisions of the SPP OATT. SPP is the current regional transmission planning authority.

4.3.2 For transmission service grandfathered within SPP and for as long as such service is grandfathered within SPP, the applicable NPPD transmission service rate schedule shall govern such grandfathered service.

4.3.3 Should the SPP ever be replaced with a similar organization, or should NPPD ever change transmission service providers, such replacement, or new transmission service provider tariff shall succeed the SPP OATT or the successor tariff under which NPPD operates its transmission facilities.

ARTICLE 5

SYSTEM OPERATION, MAINTENANCE AND PLANNING

5.1 The systems of the Parties shall be operated interconnected continuously under normal conditions and the Parties shall cooperate in keeping the frequency of the interconnected systems of the Parties at 60 Hz as closely as is practicable, and in keeping the interchange of power and energy between the systems of the Parties as closely as is practicable to the scheduled amounts. If synchronous operations of the Parties' systems become interrupted, the Parties shall cooperate to remove the cause of the interruption as soon as practicable and restore their systems to normal interconnected operating condition. The interconnected facilities herein are a part of a statewide transmission system and, through interconnection, a part of a regional transmission system. Notwithstanding any provisions of this Agreement, NPPD shall have the sole right to exercise control of the interconnected transmission facilities herein as a part of the statewide regional transmission system.

5.2 The systems of the Parties shall normally be operated and maintained to minimize, in accordance with Prudent Utility Practice, the likelihood of a disturbance originating in the system of one Party causing impairment to the service of the system of the other Party or of any other system with which either Party is interconnected.

5.3 Each Party shall be responsible for the reactive volt-ampere requirements of its system. Reactive volt-amperes may be interchanged between systems from time to time, subject to agreement between the Parties, when benefit to one system may be gained thereby without causing hardship to the other system.

5.4 Each Party shall maintain voltage levels on its system at the Point(s) of Interconnection as are deemed appropriate by the Coordinating Committee and are compatible with interconnected operations with other systems.

5.5 To the extent it can be controlled, neither Party shall impose any abnormal load upon the facilities of the other Party in excess of their safe and proper capacity as determined by each Party with respect to facilities it owns. If emergency conditions arise on the system of one Party which overloads the facilities of the other Party, the Party on whose system the emergency arises shall take steps immediately to reduce the load on such overloaded facilities to their safe and proper capacity, even though this may involve dropping load.

5.6 Each Party shall provide on its respective electric system the necessary communications, telemetering and control facilities to include the Point(s) of Interconnection between the Parties in its respective control system and shall operate such electric system in a manner to minimize, to the extent practicable, the unscheduled flows through such Point(s) of Interconnection. It shall be the responsibility of each Party to operate its electric system so as to maintain the net power flow, into or out of its electric system from or to all systems with which the Party's system is interconnected, to the net scheduled amounts. In as much as the electric systems of NPPD and City operate in parallel and are now or may be interconnected with other electric systems and since it is recognized that at times a portion of the power and energy scheduled for delivery between the Parties hereto may actually flow through another electric system not owned by a Party to this Agreement, the portion of the scheduled power flowing through such electric system shall be considered to have been delivered by the supplying Party the same as though the entire scheduled amount had been delivered through the Point(s) of Interconnection between the Parties.

5.7 In addition to meter records, the Parties shall keep such log sheets and other records (as determined by the Coordinating Committee) as may be needed to afford a clear history of the various movements of power and energy into and out of the systems of the Parties in transactions hereunder and in transactions involving either Party hereto under other agreements, and to effect such differentiation as may be needed in connection with settlements in respect to such transactions. The originals of all such meter records, log sheets and other records shall be open to inspection by representatives of the Parties. Each Party shall furnish to the Coordinating Committee appropriate data from meter registrations and from other sources on such time basis as is determined by the Coordinating Committee when such data is needed for settlements, special tests, operating records or for other purposes consistent with the objectives hereof.

5.8 All power and energy transactions between the Parties shall be scheduled in advance and all billings shall be based on such schedules rather than on metered quantities unless otherwise specifically agreed to by the Parties. Each Party shall notify the system operator of the other Party before intentionally taking power or energy. Schedules for all transactions between the Parties shall be furnished to the respective

system operators in accordance with current business practices for power and energy to be delivered between the Parties. Additions or modifications to the schedules so established may be made in accordance with NERC standards.

5.9 Either Party may from time to time purchase from or sell to a third party electric power and energy to be transmitted over the electric transmission system of the other Party. The purchasing or selling Party shall obtain transmission service from the appropriate transmission service provider pursuant to the business practices of the respective transmission service provider. Provisions for billings and payments shall be the same as those for interchange of power and energy as set forth in Article VII of this Agreement.

5.10 The Parties recognize that inadvertent variations may occur between the amount of energy that is scheduled in any hour by City (Energy Scheduled) and the amount of energy that is delivered in such hour to satisfy City's obligations (Energy Delivered). Scheduling deviation occurring as a result of over/under scheduling by City, pursuant to this Agreement shall be accounted for on an hourly basis, in accordance with the energy imbalance provisions of the applicable rate schedule.

5.11 Each Party shall be responsible for equipment maintenance, renewals, and replacements of facilities that it owns. Each Party shall maintain equipment that might reasonably be expected to have impact on the operations of the other Party in a safe and efficient manner and in accordance with Prudent Utility Practice, as set forth in Article I, Section 1.6. The Parties agree to coordinate the operation of the Transmission Facilities at the Points of Interconnection identified on Exhibit A in accordance with Prudent Utility Practice.

5.12 City and NPPD shall jointly plan transmission facilities in and around the Grand Island chartered service area. City and NPPD shall coordinate the future development of transmission facilities in order to maintain reliability and to provide adequate transmission capacity to accommodate the aggregate load and generation within City's system. All joint plans and planning activities shall conform to applicable NERC and regional transmission planning and system design standards. City and NPPD shall conduct joint planning studies. City and NPPD shall provide required joint data to develop the transmission planning models. NPPD shall submit required modeling data to the regional planning authority in accordance with the annual regional model building effort. City will provide all applicable data to NPPD such as future load projections, inter-regional transactions, generation capability, and any physical transmission system modifications and any necessary updates to the 5 and 10 year plan. Pertaining to the joint transmission facility modifications, the joint planning effort will provide the annual reviews part of the 10 year plan; recommendations shall be made specifying the ownership responsibility, type, timing and approximate location of transmission facility revisions, additions, and removals. The agreed upon plan shall be reviewed annually by City and NPPD or upon request of either Party. City shall be responsible to pay NPPD for its applicable share of costs incurred by NPPD to perform work associated with joint planning efforts.

ARTICLE 6
MEASUREMENT OF ELECTRIC POWER AND ENERGY

6.1 The electric power and energy delivered through the Point(s) of Interconnection shall be measured at the Point(s) of Measurement identified on Exhibit A. Electric metering installed at the Point(s) of Measurement shall record four quadrant kilowatt-hour and kilovar-hours at 15-minute intervals if required for billing purposes.

NPPD shall provide or cause to be provided complete metering equipment, including instrument transformers of revenue metering accuracy, at or near Point(s) of Interconnection located at substation facilities owned by NPPD. NPPD shall permit City to utilize available metered quantities for the purpose of telemetering said quantities as required for City's operations. City shall be responsible for installation, ownership, operation and maintenance of all facilities necessary to interface and transmit information concerning said quantities to other locations as required for City's operations, provided that such installation, operation and maintenance is performed under the supervision of authorized NPPD personnel.

City shall provide or cause to be provided complete metering equipment, including instrument transformers of revenue metering accuracy, at or near Point(s) of Interconnection located at substation facilities owned by the City. City shall permit NPPD to utilize available metered quantities for the purpose of telemetering said quantities as required by for NPPD's operations. NPPD shall be responsible for installation, ownership, operation and maintenance of all facilities necessary to interface and transmit information concerning said quantities to other locations as required for NPPD's operations, provided that such installation, operation and maintenance is performed under the supervision of authorized City personnel.

Where Point(s) of Interconnection are not located at a substation, the Parties shall mutually agree on the location of the metering equipment which shall be owned and maintained by the Party owning the facility where the metering equipment is installed. The Parties shall agree upon the metering equipment to be installed prior to installation of such equipment. Both Parties hereby grant to the other the right to install and maintain the necessary equipment in the substation of the other Party necessary for City or NPPD to perform its functions under this Agreement and grants ingress and egress to the other Party to install, remove, or maintain such equipment. Each Party shall coordinate such activities through the other Party's system operator.

6.2 All metering equipment required for the purposes of this Agreement shall be maintained by the owner in accordance with Prudent Utility Practices. The aforesaid metering equipment shall be tested in accordance with applicable requirements and at such other times as the owner elects. The expense involved in such repair tests shall be borne by the Party owning the metering equipment. On written request of either Party, special tests shall be made. In the event such special test discloses an inaccuracy in excess of two (2) percent the cost of such test shall be borne by the owner of such metering equipment, and if such test discloses an inaccuracy of two (2) percent or less

the cost of such test shall be borne by the requesting Party. Either Party shall afford opportunity to representatives of the other Party to be present at all regular or special tests, if desired. All Point(s) of Measurement meters located at the Point(s) of Interconnections shall be kept under seal, such seals to be broken only when the meters are to be tested or adjusted.

6.3 If any test of metering equipment discloses an inaccuracy exceeding two (2) percent, the Parties shall be promptly notified and the accounts between the Parties for service supplied shall be adjusted in accordance with this Section. Such correction and adjustment shall be made from the date the meter became inaccurate, if known. If this cannot be determined, then such adjustment shall be made for the previous month or from the date of the latest test if within the previous month and for the elapsed period in the month during which the test was made. Should any metering equipment at any time fail to register or should the registration thereof be so erratic as to be meaningless, the power and energy transmitted shall be determined by the Parties from the best available data pursuant to procedures developed and approved by the Coordinating Committee.

6.4 Each Party shall read the meters it owns as promptly as practicable after the end of each month. Each Party shall furnish to the other appropriate data from meter registrations and from other sources in such detail and with such segregations and on such time periods as are established by the Coordinating Committee, when such data is needed for billings, settlements, special tests, operating records, or for other purposes consistent with the objectives hereof.

ARTICLE 7

PAYMENT

7.1 Billings and payments for interchange of power and energy shall be rendered each month in accordance with the following procedures:

- 7.1.1 For billing purposes, the amount of energy scheduled for delivery pursuant to this Agreement by the supplying Party to the receiving Party shall be deemed to be the amount delivered for interchange service under this Agreement unless otherwise agreed upon between the Parties.
- 7.1.2 Billing for any transaction involving generation or transmission capacity pursuant to this Agreement, shall be based upon the amount of such capacity committed in advance.
- 7.1.3 All bills for interchange of power and energy supplied pursuant to this Agreement shall be rendered monthly by the supplying Party to the purchasing Party, normally not later than thirty days after the end of the period to which such bills are applicable. Unless otherwise agreed upon by the Coordinating Committee, such periods shall be from 12:00 a.m. of the first day of the month to 12:00 a.m. of the first day of the succeeding month. Bills shall be due and payable within thirty days from the date such bills are rendered, and payment shall be made when due and without

deduction. Interest on any unpaid amount from the date due until the date upon which payment is received shall accrue at the rate of one percent per month or pro rata fraction thereof.

7.2 Billings for City's WAPA delivery is provided for in Exhibit C-1.

7.3 If a Party desires to dispute all or any part of the charges submitted by the other Party pursuant to this Agreement, the disputing Party shall nevertheless pay the full amount of the charges when due and give a written notice to the other Party within sixty (60) days from the date the billing is rendered, which notice shall fully describe the basis for the dispute and set forth a detailed statement of the disputed issue(s), the amount in dispute and the relief sought; provided, however, if the basis for such dispute could not have been discovered by reasonable diligence within said sixty (60) days, any such notice shall be given, if at all, within sixty (60) days of the date of such discovery or within eighteen (18) months from the date the billing is rendered, whichever occurs first. The disputing Party will not be entitled to any adjustment on account of any disputed charges not brought to the other Party's attention within the time and in the manner herein specified. If resolution of the dispute results in a refund to the disputing Party, an amount of interest shall be added to the refund. Such interest shall accrue and be compounded daily on the amount to be refunded, beginning from (i) the date of payment of the disputed amount or (ii) receipt of the notice of dispute, whichever is later, and ending on the date the refund is made, using for each day the lowest United States prime rate of interest published on that day (or the last previous publication day if not published on that day) in the money rates section of the Wall Street Journal. Each such daily interest calculation shall be on the basis of actual days and a three hundred sixty-five-day (365-day) calendar year.

ARTICLE 8

TERM AND EFFECTIVE DATE

8.1 This Agreement shall become effective on the date first above written and shall remain in effect until the 1st day of January, 2021, and thereafter, from year to year unless terminated by either Party giving six (6) months written notice to the other Party of its desire to terminate the Agreement.

ARTICLE 9

INDEMNITY

9.1 During the term of this Agreement, each Party shall indemnify, hold harmless and defend the other Party, its agents, servants, employees and officers, from any and all costs and expenses, including but not limited to attorney's fees, court costs and all other amounts which said other Party, its agents, servants, employees and officers is or may become obligated to pay on account of any and all demands, claims, liabilities or losses arising or alleged to have arisen out of, or in any way connected with, the negligent acts or omissions of the indemnifying Party, its agents, servants, employees or officers, whether such demands, claims, liabilities or losses be for damage to property, including

property of the Parties or injury or death of any person, including agents, servants, employees or officers of the Parties.

ARTICLE 10

UNCONTROLLABLE FORCES

10.1 Neither Party shall be considered to be in default in performance of any obligation hereunder, other than the obligation to make payments as provided in this Agreement, if failure of performance shall be due to uncontrollable forces; the term "uncontrollable forces" meaning any cause beyond the control of the Party affected, including, but not limited to, an act of God, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, acts or threats of terrorism and actions to protect against or prevent the same, restraint by court order or public authority including court orders, injunctions, and restraint by governmental agencies with proper jurisdiction prohibiting or failing to approve acts necessary to performance hereunder or permitting any such act only subject to unreasonable conditions, or failure of equipment or inability to obtain or ship materials or equipment because of the effect of similar causes on suppliers or carriers, which by the exercise of due foresight such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Neither Party, however, shall be relieved of liability for failure of performance if such failure be due to causes arising out of its own negligence or to removable or remedial causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require either Party to prevent or settle a strike or labor negotiations against its will.

ARTICLE 11

TAX CLAUSE

11.1 Any tax imposed upon the seller and levied upon or measured by power or energy supplied by either Party to the other Party shall be added to the bill rendered by the Party supplying the power or energy.

ARTICLE 12

WAIVERS

12.1 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other default or matter. Any delay short of the statutory period of limitation in asserting or enforcing any right shall not be deemed a waiver of such right.

ARTICLE 13

SUCCESSORS AND ASSIGNS

13.1 This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives or assigns of the respective Parties; provided, however, neither Party shall assign this Agreement nor any part hereof without the express written consent of the other Party, which consent shall not be unreasonably withheld, nor shall a Party be relieved of its obligations hereunder by an assignment of less than all of the benefits and burdens hereunder or impose additional obligations or burdens on the other Party by an assignment of this Agreement or any part hereof.

13.2 The provisions of this Agreement shall not create any rights in favor of any person, corporation, or association not a Party of this Agreement and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

ARTICLE 14 **GOVERNING LAW**

14.1 This Agreement is made subject to and shall be governed by and construed in accordance with the laws of the State of Nebraska and the authority granted to NPPD and City there under.

ARTICLE 15 **CAPTIONS**

15.1 Captions of the various articles herein are intended for convenience of reference only and shall not define or limit any of the terms or provisions thereof.

ARTICLE 16 **NOTICES**

16.1 Any notice or demand under or required by this Agreement shall be deemed properly given by NPPD if sent by registered or certified mail and addressed to the Director of Utility Operations, City of Grand Island, P.O. Box 1968, Grand Island, Nebraska 68802, and by City if sent by registered or certified mail to the President and CEO, Nebraska Public Power District, P.O. Box 499, Columbus, Nebraska 68602-0499. The foregoing designations of the name or address to which notice or demands are to be directed, may be changed at any time by written notice given by either Party to the other.

16.2 Any notice or request of a routine character in connection with the delivery of power and energy, or in connection with the operation of facilities, shall be given in such manner as the Coordinating Committee or the authorized representatives of the Parties from time to time shall arrange.

ARTICLE 17 **AMENDMENTS**

17.1 Neither this Agreement nor any part hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification is sought.

IN WITNESS WHEREOF, the Parties hereto have caused this Amended and Restated Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

NEBRASKA PUBLIC POWER DISTRICT

CITY OF GRAND ISLAND, NEBRASKA

By: _____

By: _____

Printed Name: Patrick L. Pope

Printed Name: _____

Title: Vice President & Chief Operating Officer

Title: _____

Date: _____

Date: _____

NEBRASKA PUBLIC POWER DISTRICT
and
CITY OF GRAND ISLAND, NEBRASKA
ELECTRIC INTERCONNECTION AND INTERCHANGE AGREEMENT (Agreement)
EXHIBIT "A"

INTERCONNECTION FACILITIES

1. GRAND ISLAND SUBSTATION - SUBSTATION "E" INTERCONNECTION:

- 1.1 Point of Interconnection – The point at which the City's 115 kV transmission Line L-1093 is attached to the substation structure in NPPD's Grand Island 115 kV Substation.
- 1.2 Metering (Point of Measurement) and Point of Delivery – Interchange meters shall be located in NPPD's Grand Island 115 kV Substation and will be owned by NPPD. The Point of Delivery shall be at the Point of Interconnection and any losses between the Point of Delivery and the interchange meters shall be considered zero.
- 1.3 Ownership, Operation, and Maintenance – The facilities associated with this interconnection located in NPPD's Grand Island 115 kV Substation to the Point of Interconnection including the revenue metering equipment and relays will be owned, operated, and maintained by NPPD. The facilities at the City's Substation "E" and City's 115 kV transmission line L-1093 between City's Substation "E" to the Point of Interconnection in NPPD's Grand Island 115 kV Substation will be owned, operated, and maintained by the City.

Ownership of facilities associated with this interconnection are generally described in Figure 1 of this Exhibit "A".

2. GRAND ISLAND SUBSTATION "D" INTERCONNECTION

- 2.1 Point of Interconnection – The point where City's double circuit 115 kV transmission line is attached to NPPD's 115 kV transmission lines, L-1145-A and L-1145-B, at NPPD's structure No. 1178.

- 2.2 Metering (Point of Measurement) and Point of Delivery – Interchange meters for each of the 115 kV double circuit transmission lines shall be located in the City's Substation "D". The Point of Delivery shall be at the Point of Interconnection and any losses between the Point of Delivery and the interchange meters shall be considered zero.
- 2.3 Ownership, Operation and Maintenance – NPPD shall be responsible for ownership, operation and maintenance of the intertie structure No. 1178, transmission line L-1145-A between said intertie structure and NPPD's Doniphan 115 kV Substation and transmission line L-1145-B between said intertie structure and NPPD's Grand Island 115 kV Substation. The facilities at City's Substation "D" and the 115 kV double circuit transmission line between said intertie structure and said substation shall be owned, operated, and maintained by City. City shall be responsible for ownership and maintenance of all relays and carrier equipment associated with this Interconnection and located in City's Substation "D". NPPD shall own and maintain all relays associated with this Interconnection and located in NPPD's Grand Island 115 kV Substation.

Ownership of facilities associated with this Interconnection are generally described in Figure 1 of this Exhibit "A".

3. GRAND ISLAND SUBSTATION – SUBSTATION "A" INTERCONNECTION:

- 3.1 Point of Interconnection – The point where NPPD's 115 kV line No. L-1149 connects to the City's 115 kV structure at the City's Substation "A".
- 3.2 Metering (Point of Measurement) and Point of Delivery – Interchange meters shall be located in the City's 115 kV Substation "A" and will be owned by the City. The Point of Delivery shall be at the Point of Interconnection and any losses between the Point of Delivery and the interchange meters shall be considered zero.
- 3.3 Ownership, Operation, and Maintenance – NPPD shall be responsible for ownership, operation, and maintenance of NPPD's facilities at the City's double circuit structure No. A-16 and NPPD's transmission line L-1149 between the City's Substation "A" and NPPD's Alda 115 kV Substation. The City shall be responsible for ownership, operation, and maintenance of City's facilities at City's Substation "A", the City's 115 kV double circuit transmission line L-1061 between said double circuit structure A-16 and said substation. City shall be responsible for ownership and maintenance of City owned relays associated with this interconnection and located in City's Substation "A". NPPD shall own and maintain all revenue metering equipment, relays and carrier equipment associated with transmission line

L-1149 at City's Substation "A" and the associated relays located in NPPD's Alda 115 kV Substation.

Ownership of facilities associated with this interconnection is generally described in Figure 1 of this Exhibit "A".

4. ST. LIBORY SWITCH STATION – SUBSTATION "F" INTERCONNECTION:

- 4.1 Point of Interconnection – The point where the City's 115 kV line No. L-1369 connects to the 115 kV steel dead-end structure at NPPD's St. Libory 115kV switching station.
- 4.2 Metering (Point of Measurement) and Point of Delivery – Interchange meters shall be located in NPPD's St. Libory 115 kV switching station and will be owned by the NPPD. The Point of Delivery shall be at the Point of Interconnection and any losses between the Point of Delivery and the interchange meters shall be considered zero.
- 4.3 Ownership, Operation, and Maintenance – NPPD shall be responsible for ownership, operation, and maintenance of NPPD's St. Libory 115kV switching station. The City shall be responsible for ownership, operation, and maintenance of City's 115kv transmission line No. L-1369 up to and including the dead-end assemblies on the line side of NPPD's steel dead-end structure inside NPPD's St. Libory 115kV switching station. NPPD shall own and maintain all revenue metering equipment and relays associated with this interconnection located in NPPD's St. Libory 115 kV switching station.

Ownership of facilities associated with this interconnection is generally described in Figure 1 of this Exhibit "A".

NEBRASKA PUBLIC POWER DISTRICT

CITY OF GRAND ISLAND, NEBRASKA

By: _____

By: _____

Printed Name: Patrick L. Pope

Printed Name: _____

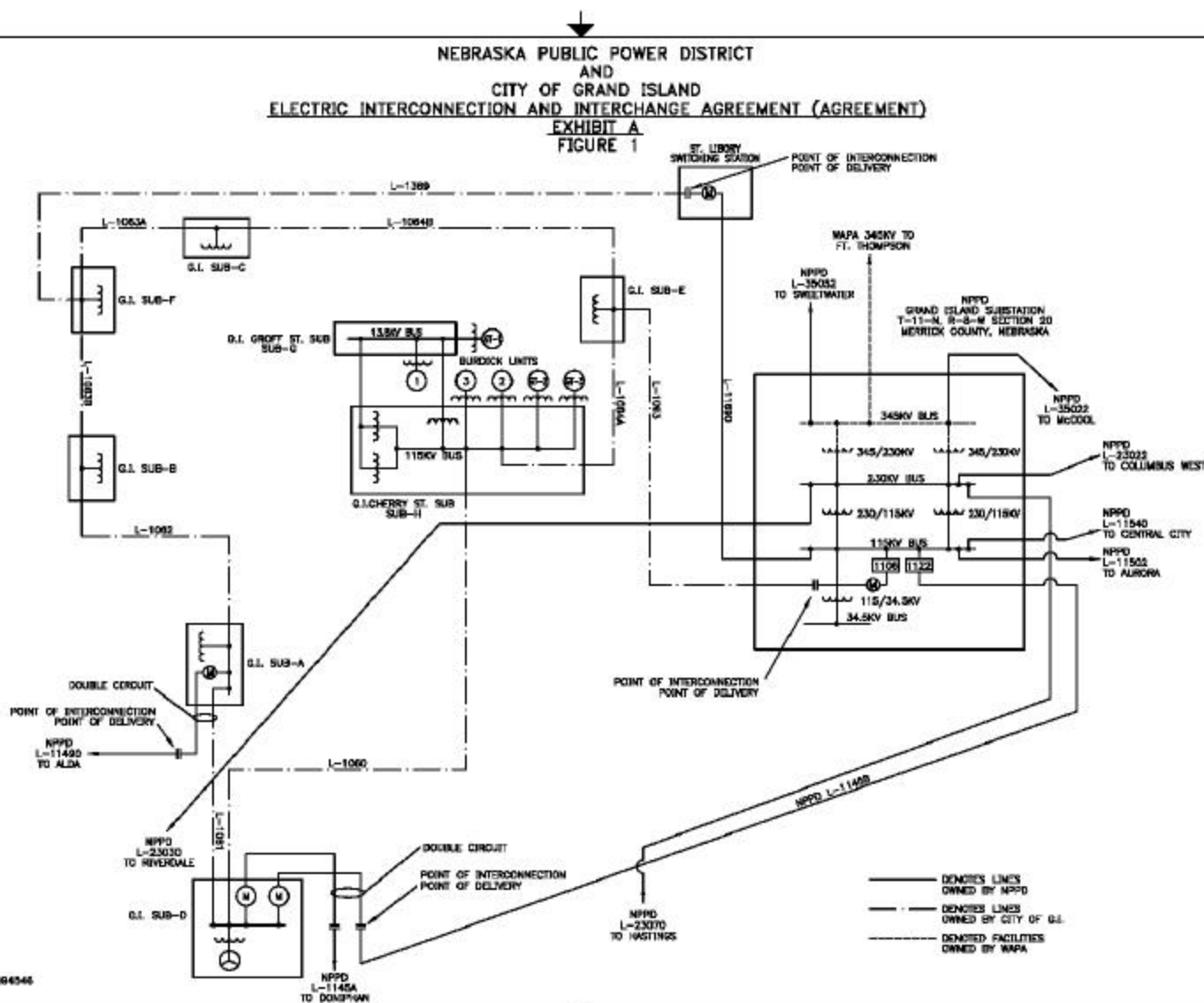
Title: Vice President & Chief Operating Officer

Title: _____

Date: _____

Date: _____

EXHIBIT A, FIGURE 1



NEBRASKA PUBLIC POWER DISTRICT
and
CITY OF GRAND ISLAND, NEBRASKA
ELECTRIC INTERCONNECTION AND INTERCHANGE AGREEMENT (Agreement)
EXHIBIT “B”
TRANSMISSION SERVICE RATE SCHEDULE

Current Transmission Service Rate Schedule is located at NPPD.com

EXHIBIT “C-1”

Nebraska Public Power District and City of Grand Island, Nebraska

ELECTRIC INTERCONNECTION AND INTERCHANGE AGREEMENT

Transmission Service between WAPA and City of Grand Island

1. Transmission for WAPA Delivery

NPPD provides to City firm Point-to-Point transmission service for City’s capacity delivery from the Western Area Power Administration (WAPA), on NPPD’s transmission system under NPPD’s Transmission Service Rate Schedule (T-2) or its successor, to the interconnection between NPPD and the City. The reservation on NPPD’s system for this WAPA delivery shall be based on the monthly capacity reservation from City to NPPD, rounded up to the nearest whole megawatt, if applicable. Such reservation shall be in accordance with NPPD’s Transmission Service Rate Schedule (T-2).

2. Payment by City – All bills for transmission service supplied pursuant to this Agreement shall be rendered in accordance with T-2.

3. Transmission Contract Path – City’s rights hereunder effect a contractual path for the transmission of power and energy between the City and WAPA. City shall have the right to schedule power and energy transactions with WAPA over said contractual path; provided, however, that:

- a. Each such transaction shall be accomplished by means of schedules between City and NPPD, in accordance with procedures established in the Agreement, and corresponding schedules between NPPD and WAPA, and
- b. For the purpose of load control area accounting, such transactions shall be scheduled by NPPD, and City shall be responsible for all accounting and billing between City and WAPA.
- c. City shall arrange for compensation for losses on the NPPD system, at the loss percentage, identified in NPPD’s Transmission Service Rate Schedule (T-2).

4. Contingencies - In event of any contingency on the NPPD, WAPA or City system resulting in a reduction of the total capacity, which limits the ability to deliver power or energy from WAPA to the City, the City shall, except as may be otherwise specifically agreed to by the Parties, reduce the scheduled deliveries for such transactions as requested by NPPD system operator.
5. Term – This Exhibit “C-1” shall remain in force and effect concurrently with the term of the Amended and Restated Electric Interconnection and Interchange Agreement.

RESOLUTION 2011-83

WHEREAS, in 1981, in order to establish roles and responsibilities between the City of Grand Island Electric Department and Nebraska Public Power District (NPPD), an Electric Interconnection and Interchange Agreement was created; and

WHEREAS, the interconnection of these two electric systems has increased substantially since 1981; and

WHEREAS, the Federal Energy Regulatory Commission (FERC) and the National Electric Reliability Corporation (NERC) have expanded the national regulatory scheme for the electric industry across the country, creating governing organizations to control the operation of electric utilities and to require reporting of operational information; and

WHEREAS, the Nation's electric grid is divided into Regional Transmission Organizations (RTO) that ensure the reliability and stability of the system; and

WHEREAS, various reports are required to be filed with the appropriate RTO; and

WHEREAS, due to increased regulations and requirement changes, the existing 1981 agreement has become obsolete.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized, on behalf of the City, to execute the Amended and Restated Electric Interconnection and Interchange Agreement with Nebraska Public Power District.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2011

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2011	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G10

#2011-84 - Approving Bid Award - Burdick Reservoir Painting

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: April 12, 2011

Subject: Burdick Reservoir Painting

Item #'s: G-10

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

Background

The Utilities Department utilizes several large, steel storage tanks for storage of water and fuel. Being of steel construction, periodic painting of the surfaces of these tanks is required as routine maintenance. The tanks are coated with specialized painting systems to prevent corrosion of the steel shells and the tank support structures, and are regularly inspected for the condition of paint coatings and metal surfaces. During inspections last year, the Burdick Reservoir showed significant deterioration of the exterior and interior surfaces. This 3,000,000 gallon water storage reservoir is the supply for the Burdick Pumping Station, and an integral part of the City's municipal water system. This reservoir was last painted in 2001. Based on the results of the last inspection, funding for repainting of this water storage reservoir was included in the 2010–2011 Water Department Capital Improvement Budget.

Department staff developed bid specifications for the repainting of the tank, which includes sandblasting of the surfaces to bare metal and painting with the appropriate coating systems. The work is scheduled for later this year, after the summer peak season, when City water system demands are lower and will allow the Burdick Pumping Station to be removed from service during the painting work.

Discussion

The specifications for the Burdick Reservoir Painting were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on March 23, 2011. Specifications were sent to 26 potential bidders and responses were received as listed below. The engineer's estimate for this project was \$580,000.00.

Bidder	Bid Price
Lindner Painting, Inc.	\$ 394,120.00
Utility Service Co., Inc.	\$ 409,900.00
J.R. Stelzer Co.	\$ 436,055.00
Superior Industrial Maintenance	\$ 468,165.00
TRI-Brothers Contracting, Inc.	\$ 495,000.00
TMI Coatings, Inc.	\$ 549,000.00
Classic Protective Coatings	\$ 657,590.00
W.S. Bunch Company	\$ 680,635.00
Caldwell Tanks, Inc.	\$ 760,800.00
Ziegler Industries, Inc.	\$ 769,717.00
Ziegler Industries, Inc.	\$ 788,277.00

The bids were reviewed by plant staff. Ziegler Industries submitted a second bid for an alternate coating product, but due to the high price, the alternate was not fully evaluated.

Lindner Painting, of Lincoln, Nebraska, submitted the lowest bid in the amount of \$394,120.00. The bid has been reviewed by utility staff and found to be 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 Burdick Reservoir Painting to Lindner Painting, Inc. of Lincoln, Nebraska, as the low responsive bidder, with the bid price of \$394,120.00.

Sample Motion

Move to approve the bid from Lindner Painting, Inc., in the amount of \$394,120.00 for the Burdick Reservoir Painting as submitted.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 23, 2011 at 2:00 p.m.
FOR: Burdick Reservoir Painting
DEPARTMENT: Utilities
ESTIMATE: \$580,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: March 2, 2011
NO. POTENTIAL BIDDERS: 26

SUMMARY

Bidder:	<u>W.S. Bunch Company</u> Omaha, NE	<u>TMI Coatings, Inc.</u> St. Paul, MN
Bid Security:	United Fire & Casualty Co.	North American Specialty Ins. Co.
Exceptions:	Noted	None

Bid Price:		
Material:	\$168,000.00	\$ 50,000.00
Labor:	\$500,875.00	\$499,000.00
Sales Tax:	<u>\$ 11,760.00</u>	<u>\$ -- .</u>
Total Bid:	\$680,635.00	\$549,000.00

Bidder:	<u>Ziegler Industries, Inc.</u> Burnside, IL	<u>Classic Protective Coatings</u> Menomonie, WI
Bid Security:	\$38,485.85	Western Surety Company
Exceptions:	None	None

Bid Price:		Alternate:	
Material:	\$187,212.00	\$170,228.00	\$ 80,000.00
Labor:	\$589,425.00	\$588,915.00	\$544,711.00
Sales Tax:	<u>\$ 11,640.00</u>	<u>\$ 10,574.00</u>	<u>\$ 32,879.00</u>
Total Bid:	\$788,277.00	\$769,717.00	\$657,590.00

Bidder:	<u>Superior Industrial Maintenance</u> Concord, NC	<u>Utility Service Co., Inc.</u> Perry, GA
Bid Security:	Western Surety Company	Travelers Casualty & Surety Co.
Exceptions:	None	Noted

Bid Price:		
Material:	\$152,024.00	\$100,000.00
Labor:	\$305,500.00	\$302,900.00
Sales Tax:	<u>\$ 10,641.00</u>	<u>\$ 7,000.00</u>
Total Bid:	\$468,165.00	\$409,900.00

Bidder:	<u>Lindner Painting, Inc.</u> Lincoln, NE	<u>TRI – Brothers Contracting, Inc.</u> Southgate, MO
Bid Security:	Merchants Bonding Co.	Hudson Insurance Co.
Exceptions:	None	None

Bid Price:		
Material:	\$103,240.00	\$ 76,000.00
Labor:	\$283,653.00	\$413,680.00
Sales Tax:	<u>\$ 7,227.00</u>	<u>\$ 5,320.00</u>
Total Bid:	\$394,120.00	\$495,000.00

Bidder:	<u>J.R. Stelzer Co.</u> Lincoln, NE	<u>Caldwell Tanks, Inc.</u> Louisville, KY
Bid Security:	Merchants Bonding Co.	Great American Insurance Co.
Exceptions:	Noted	None

Bid Price:		
Material:	\$115,000.00	\$230,550.00
Labor:	\$312,955.00	\$517,100.00
Sales Tax:	<u>\$ 8,100.00</u>	<u>\$ 13,150.00</u>
Total Bid:	\$436,055.00	\$760,800.00

cc: Gary Mader, Utilities Director
Jason Eley, Purchasing Agent
Mary Lou Brown, Interim City Administrator
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Larry Keown, Burdick Supt.

RESOLUTION 2011-84

WHEREAS, the City of Grand Island invited sealed bids for Burdick Reservoir Painting, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 23, 2011, bids were received, opened and reviewed; and

WHEREAS Lindner Painting, Inc., of Lincoln, 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 \$394,120.00; and

WHEREAS, the bid of Lindner Painting is less than the estimate for the Burdick Reservoir Painting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Lindner Painting, Inc., in the amount of \$394,120.00 for Burdick Reservoir Painting is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2011	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G11

**#2011-85 - Approving Program Agreement with Nebraska
Department of Roads for US-30 Drainage Improvement Project**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: April 12, 2011

Subject: Approving Program Agreement with Nebraska
Department of Roads for US-30 Drainage Improvement
Project

Item #'s: G-11

Presenter(s): John Collins, Public Works Director

Background

The recent US Highway 30 Widening project on Second Street from Grant Street to Greenwich Street was designed to outlet storm water into the City's storm sewer system. The purpose of the "Wasmer Detention Cell" project was to construct storm sewer to the detention cell at the former location of the Wasmer Elementary School from connections on Second Street at Logan Street, Broadwell Avenue, and Madison Street. The improvements would significantly reduce the likelihood of flooding during storm events on Second Street. The project included constructing drainage inlets on First Street and Division Street between Logan Street and Madison Street, which would provide drainage relief in those areas as well.

In 2007, the "Wasmer Detention Cell" project was approved to receive Federal Funding through the Surface Transportation Program (STP), which typically only requires a 20% match of City funds. However, during the delays that occurred due to increased oversight of Federal Aid Transportation projects, the eligibility of this project to receive federal funding was questioned. The Federal Highway Administration (FHWA) determined that they would not participate in any drainage improvements unless it was specifically for drainage coming off a Federal Route and one block each side. In other words, they affirmed that they would not participate in costs for addressing drainage from local streets and adjacent properties.

In December of 2010, the City contracted Kirkham-Michael to perform a study to determine the appropriate level of funding for this project. Public Works, Kirkham Michael, the Nebraska Department of Roads (NDOR) and FHWA met February 15, 2011 to review the study. The conclusion of the study was that 77% of the overall drainage area was from participating (Federal-Aid eligible) drainage sub-basins and 23% was from non-participating (non-eligible) drainage sub-basins.

Decisions resulting from the February 15, 2011 meeting are as follow.

- The existing project “Wasmer Detention Cell” is to be terminated and the new project “US-30 Drainage Improvements” is to be programmed. This was decided so that the project emphasizes drainage relief for Federal Routes (Second Street and Broadwell Avenue).
- The original design prepared for the “Wasmer Detention Cell” project is the best design and construction solution for drainage relief of US Highway 30 from Tilden Street to Madison Street.
- The new project will be required to go through the entire National Environmental Policy Act (NEPA) clearance process.
- FHWA agreed to participate on 77% of the construction costs, which STP funding would then be applied on an 80/20 basis. The actual funding split will be 61.6% Federal Aid and 38.4% local funds.
- FHWA agreed to participate 100% on the costs for any additional Preliminary Engineering and the NEPA clearance process (80% Federal Aid and 20% Local Funds).

Discussion

A Project Programming Request for the new “US-30 Drainage Improvements” project was prepared by Public Works and approved by the Nebraska Department of Roads. The total cost of the new “US-30 Drainage Improvements” project, including preliminary engineering, is currently estimated to be \$876,696. The estimated portion the City of Grand Island is responsible for is \$327,985.

Additional preliminary engineering is required to address utility conflicts, develop traffic phasing plans, modify current plans to connect with storm sewer as constructed during the Highway 30 widening project, and to prepare the project for bid letting through NDOR. Construction is anticipated to be completed in 2012.

The Project Program Agreement between the City of Grand Island and Nebraska Department of Roads specifies the various duties and funding responsibilities of this Federal-aid project. The Project Program Agreement must be executed before the project can move forward.

The Project Program Agreement must be authorized by the Mayor’s signature for the City of Grand Island the before it can be fully executed.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

Public Works Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

Sample Motion

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

RESOLUTION 2011-85

WHEREAS, in 2007 the “Wasmer Detention Cell” project was approved to receive Federal Funding through the Surface Transportation Program (STP); and

WHEREAS, during delays that occurred due to increased oversight of Federal Aid Transportation project, the eligibility of this project to receive federal funding was questioned by the Federal Highway Administration (FHWA); and

WHEREAS, the FHWA determined that they would not participate in any drainage improvements unless it was specifically for drainage coming off a Federal Route and one block each side; and

WHEREAS, a December 2010 study performed by Kirkham Michael concluded that 77% of the overall drainage area was from participating (Federal-Aid eligible) drainage sub-basins and 23% was from non-participating (non-eligible) drainage sub-basins; and

WHEREAS, the original “Wasmer Detention Cell” project has been terminated and a new project, US-30 Drainage Improvements, has been programmed; and

WHEREAS, the total project cost is currently estimated at \$876,696, with \$327,985 being the responsibility of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Program Agreement by and between the City and the Nebraska Department of Roads and the City of Grand Island is hereby approved; and the Mayor is hereby authorized and directed to execute such contract and related documents on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2011	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G12

#2011-86 - Approving Amendment No. 3 to the Agreement with Felsburg, Holt and Ullevig for Engineering Consulting Services for the Grand Island Quiet Zone Improvements

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Public Works Project Manager

Meeting: April 12, 2011

Subject: Approving Amendment No. 3 to the Agreement with Felsburg, Holt and Ullevig for Engineering Consulting Services for the Grand Island Quiet Zone Improvements

Item #'s: G-12

Presenter(s): John Collins, Public Works Director
Scott Griepenstroh, Public Works Project Manager

Background

The purpose of the Grand Island Quiet Zone Improvement Project, Phase I is to develop improvements at the Union Pacific Railroad (UPRR) crossings at Oak Street, Pine Street, Walnut Street and Elm Street so that train horns will not need to be activated for these crossings. It was initially planned to make “silent” crossings at Oak Street and Pine Street by constructing concrete medians and concrete curb to narrow the streets at the crossing approaches. Wayside Horns were initially planned to be installed at Walnut Street and Elm Street.

On May 13, 2008 the City Council approved Resolution No. 2008-132 to enter into an agreement with Felsburg, Holt and Ullevig (FHU) for Engineering Consulting Services on the Grand Island Quiet Zone Improvements Project, Phase I. The \$28,600 agreement provided for development of plans and specifications for the project, and preparation of notifications for the establishment of a quiet zone.

Any amendments to an agreement must be approved by the City Council.

On October 13, 2009, through Resolution No. 2009-262, the City Council approved Amendment No. 1 to the original agreement for \$12,600. Amendment No. 1 provided for additional survey and design work that was required to narrow the pavement in the areas of UPRR’s and Peavey’s tracks at Walnut Street and Elm Street. These changes were a result of decisions arising from the July 21, 2009 diagnostic on-site meeting with UPRR, FHU and the City of Grand Island.

On January 11, 2011, through Resolution No. 2011-7, the City Council approved Amendment No. 2 to the original agreement for \$5,200. Amendment No 2 provided for design changes and coordination with the Federal Railroad Administration (FRA) to address issues presented in the Union Pacific Railroad's Technical Response to the Final Plans that were submitted January 13, 2010.

Discussion

At the March 1, 2011 Study Session, Public Works staff presented information to the City Council to consider the alternative of closing the Elm Street crossing instead of constructing a Wayside Horn system and other improvements. The presentation included traffic volumes and the costs for improvements for the four at-grade crossings in the proposed quiet zone. On March 8, the City Council approved a resolution to change the scope of the Quiet Zone Phase I project to include permanently closing the Elm Street railroad crossing.

The closing of the Elm Street railroad crossing requires plan revisions that include removal of all pavement within 25 feet of the tracks and installation of concrete curb, barricades and fence. Additional coordination with UPRR by FHU will also be required.

Public Works intends to reach agreements with the Nebraska Department of Roads, Union Pacific Railroad, and Peavey Grain to pay for all costs associated with the closing of the Elm Street Crossing, including these engineering costs.

It is necessary to amend the agreement for consulting services with Felsburg, Holt and Ullevig to incorporate the plan revisions as required and for railroad coordination. The work covered by Amendment No. 3 will be performed based on actual costs with a maximum of is \$3,930.00, for a revised contract total of \$50,330.00.

Original Agreement	\$28,600.00
Amendment No. 1	\$12,600.00
Amendment No. 2	\$5,200.00
Amendment No. 3	\$3,930.00
Total Revised Agreement	\$50,330.00

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 – If the work proposed in the amendment is not performed, the project cannot move forward.

Recommendation

City Administration recommends that the Council approve Amendment No. 3 with Felsburg, Holt & Ullevig for the Grand Island Quite Zone Improvements.

Sample Motion

Move to approve the amendment.

Amendment #3 Authorizing a Change in Scope of Services

In accordance with the Agreement Terms and Conditions between the **City of Grand Island**, Nebraska and **Felsburg, Holt & Ullevig** dated May 13, 2008, this Amendment describes change(s) to the Scope of Services, Project Schedule and/or Engineering Fees for Felsburg, Holt & Ullevig's services on the project known as:

Grand Island Quiet Zone Improvements

TOPIC: Provide engineering services to incorporate the plan revisions as required allowing for the closure of the Elm Street railroad crossing and for railroad coordination.

SCOPE: See Appendix "A"

ENGINEERING FEES: See Appendix "A"

TOTAL CHANGE IN PROJECT'S ESTIMATED FEES: \$3,930.00



FELSBURG
HOLT &
ULLEVIG

engineering paths to transportation solutions

March 10, 2011

RE: Grand Island Quiet Zone Improvements

Mr. Scott Griepenstroh
Project Manager
City Of Grand Island – Engineering Division
100 East First Street
Grand Island, NE 68801

Dear Scott,

Enclosed please find Supplemental Agreement #3 -Modified Scope of Services for the above referenced project. The Introduction outlines the reasons for our Supplemental request for additional services and fees of \$3,930 associated with the Grand Island Quiet Zone Final Design.

We will submit plans for formal review within three weeks of the approval of this Supplemental Agreement. We will address any comments that your staff might have on the final plan submittals and special provisions. We will also draft the Notice of Quiet Zone Establishment (NQZE) to establish the Quiet Zone after completion of the construction of the safety measures, after which we will have completed our assignment on the Grand Island Quiet Zone contract.

If you have any questions regarding this supplemental request, please give Rick a call at (402) 430-4947.

Sincerely,

FELSBURG HOLT & ULLEVIG

Kyle A. Anderson, PE, PTOE
Principal

Rick Haden
Project Manager

Appendix "A"
SUPPLEMENTAL AGREEMENT # 3
MODIFIED SCOPE OF SERVICES
For
Grand Island Quiet Zone
Final Plans

INTRODUCTION

On March 1, 2011 at the Grand Island City Council Study Session the Council heard testimony regarding the potential closure of Elm Street across the UPRR and Peavey railroad tracks. This alternate would save the City significant expense over the previous alternate of installing wayside horns at the Elm Street crossing to establish a quiet zone. The City Council subsequently passed a resolution at the March 8, 2011 Council Session approving Public Works to proceed with closing the Elm Street crossing as part of the Grand Island Quiet Zone project.

The most recent plan revisions involve removal of pavement within 25 feet of the tracks and installation of curbs and barricades across the end of the roadway on each side of the tracks. The diligence in pursuing an acceptable closure option not only avoids the need to install more costly wayside horns, but also reduces maintenance of railroad equipment and will result in a much safer and quieter environment in the surrounding area.

DESCRIPTION OF FEES ASSOCIATED WITH TASKS

The scope of services for the Original Agreement will also apply to this Supplemental Agreement with the exception of the modified tasks and man-hours listed in this proposal representing the additional effort to complete each of the tasks identified in the Original Agreement.

No additional topographic surveys will be completed for the modifications to the crossings.

Grand Island Quiet Zone- Final Plans

City of Grand Island, NE

Supplemental # 3

Appendix A

2/10/2011

TASKS	Person Hours By Task						Total
	PR	PM	Sr. Engr.	Engineer 1	Admin.		
Project Management	1	2					3
Topographic Surveys							0
Roadway Design		3	6	16			25
Permits/ Agency Coordination	2	2		1			5
TOTAL HOURS	3	7	6	17	0		33
LABOR COSTS / HR RATE	\$67.50	\$53.00	\$54.75	\$22.21	\$28.86		
TOTAL LABOR COSTS	\$203	\$371	\$329	\$378	\$0		
OVERHEAD COSTS (1.6667)	\$338	\$618	\$548	\$629	\$0		
TOTAL LABOR & OVERHEAD COSTS	\$540	\$989	\$876	\$1,007	\$0		\$3,412

FIXED FEE (12%)

\$409

DIRECT PROJECT EXPENSES

ITEM		
Mileage	160 Miles	\$0.510
Printing (11x17)	50 Sheets	\$0.20
Postage/Shipping		17

TOTAL DIRECT PROJECT EXPENSES

\$109

MAXIMUM AMOUNT PAYABLE

\$3,930

TERMS AND CONDITIONS: The terms and conditions of the Agreement referenced above shall apply to this Amendment except to the extent expressly modified by this Amendment. In the event of any such modification, the modification shall be set forth on pages attached to this Amendment and signed on the last page by the Authorized Representatives. The Article of the Agreement to be modified shall be specifically referenced in the modification, and the modification shall be precisely described.

The following signatures of the Authorized Representatives acknowledge acceptance of the terms of this Amendment.

APPROVAL AND ACCEPTANCE:

City of Grand Island, Nebraska

Felsburg, Holt and Ullevig

MAYOR, JAY VAVRICEK

Kyle A. Anderson, Principal

DATE

DATE

ATTEST:

CITY CLERK, RaNAE EDWARDS

Approved as to Form	☐ _____
March 23, 2011	☐ City Attorney

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

AGREEMENT AMENDMENT NUMBER 3

Date of Issuance: April 12, 2011

PROJECT: Engineering Services Related to Quiet Zone Improvements

CONSULTANT: Felsburg, Holt & Ullevig

AGREEMENT DATE: TO BE DETERMINED

Provide engineering services to incorporate the plan revisions as required allowing for the closure of the Elm Street railroad crossing and for railroad coordination.

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

Agreement Price Prior to This Amendment	\$46,400.00
Net Increase/ Decrease Resulting from this Amendment.....	\$ 3,930.00
Revised Contract Price Including this Change Order.....	\$50,330.00

Approval Recommended:

By _____
John Collins, Public Works Director

Date _____

The Above Amendment Accepted:

Felsburg, Holt & Ullevig
Consultant

By _____
Kyle A. Anderson

Date _____

Approved for the City of Grand Island:

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

Approved as to Form:

By _____
Attorney for the City

RESOLUTION 2011-86

WHEREAS, on May 13, 2008, by Resolution 2008-132, the City Council for the City of Grand Island approved the \$28,600.00 proposal of Felsburg, Holt and Ullevig to provide engineering services for Quiet Zone Improvements in the Downtown area; and

WHEREAS, on October 13, 2009, by Resolution 2009-262, the City Council for the City of Grand Island approved Amendment No. 1, in the amount of \$12,600.00, to the original agreement for consulting services to address issues presented at the July 21, 2009 diagnostic on-site meeting; and

WHEREAS, on January 11, 2011, by Resolution 2011-7, the City Council for the City of Grand Island approved Amendment No. 2, in the amount of \$5,200.00 to the original agreement for consulting services to provide for design changes and coordination with the Federal Railroad Administration (FRA) to address issues presented in the Union Pacific Railroad's Technical Response to the Final Plans that were submitted January 13, 2010; and

WHEREAS, it is necessary to amend the agreement for consulting services to incorporate the plan revisions and railroad coordination in connection with the closure of the Elm Street railroad crossing; and

WHEREAS, due to Felsburg, Holt and Ullevig's knowledge and experience working on this project, it is recommended that they continue providing engineering work for the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 3, for the total amount of \$3,930.00, to the Agreement with Felsburg, Holt and Ullevig for engineering consulting services for plan revisions and railroad coordination for the Grand Island Quiet Zone Improvements project is hereby approved, with a revised total agreement price of \$50,330.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
April 7, 2011	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G13

#2011-87 - Approving 2011 VOCA Grant Application

Staff Contact: Steve Lamken

Council Agenda Memo

From: Captain Peter Kortum, Police Department
Meeting: April 12, 2011
Subject: 2011 VOCA Grant Application
Item #'s: G-13
Presenter(s): Steve Lamken, Chief of Police

Background

The Grand Island Police Department has managed the victim assistance program for Grand Island-Hall County since 2004. Primary funding is from the Victim's Of Crime Act (VOCA). Grants are awarded through the Nebraska Crime Commission. Historically, the City matches the grant with cash support and in kind services near the 20% level. The estimated budget for the grant period of 10-1-2011 to 9-30-12 is \$64,183.00. The estimated match is \$12,952.00. This match includes volunteer time, police staff, and in kind services from the City and County.

This agenda item seeks approval to submit the application.

Discussion

A requirement for the grant application is that the grant application must be signed by the agency executive officer for the City of Grand Island.

Alternatives

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

1. Do not approve the application
2. Approve the application

Recommendation

City Administration recommends that the Council approve the application of the award. Any award based on this application will come to council for acceptance.

Sample Motion

Move to approve the application for 2011 Victims of Crime Act grant funding for the Grand Island-Hall County Victim Assistance Program.

RESOLUTION 2011-87

WHEREAS, the Police Department of the City of Grand Island received notification of the grant application period for the 2011 Victim of Crime Act from the Nebraska Crime Commission; and

WHEREAS, the grants awarded are for local victim assistance programs; and

WHEREAS, the this application covers October 1, 2011 through September 30, 2012;
and

WHEREAS, any grant award will be brought to council for acceptance; and

WHEREAS, the Mayor of the City of Grand Island is required to sign the grant application as the City's Executive Officer.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the grant application prepared by the police department for submission to the Nebraska Crime Commission is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2011	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G14

**#2011-88 - Approving MOU with Grand Island Campus of Central
Community College for Mutual Aid**

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: April 12, 2011

Subject: MOU with Central Community College

Item #'s: G-14

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

Local government organizations, such as the City, must maintain certain basic and necessary functions of government to meet the public interest. The strategies used to achieve continuity of government often include mutually beneficial agreements with other entities that help both achieve the same objectives. This Memo of Understanding with the Central Community College campus in Grand Island is such an agreement to support common efforts in emergency planning, response or recovery.

Discussion

Local government organizations, such as the City of Grand Island, must maintain certain basic and necessary functions of government to meet the public interest. These basic services include, but are not limited to:

- continued direction by Mayor and Council of government operations,
- delivery of public safety functions,
- delivery of public utilities, health and welfare,
- maintaining sound fiscal accounting of government funds.

Among the strategies used to achieve continuity of government is the use of mutually beneficial agreements with other entities that help both achieve the similar objectives. Typically these are memorandums of understanding or mutual aid agreements that allow the cooperating entities to freely assist one another, as conditions permit, in the performance of necessary functions for both parties. These agreements are particularly valuable in emergencies when aid is needed but a formal agreement process after the fact would slow emergency response.

This Memorandum of Understanding with the Central Community College campus in Grand Island is such an agreement to support common efforts in emergency planning, response or recovery. In the event that either party to this agreement is in need of emergency assistance from the other, requests for aid can be made and met within the guidelines of mutual aid in a timely and effective manner.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve this Memorandum of Understanding.

Sample Motion

Move to approve the Memorandum of Understanding for Mutual Aid with the Grand Island Campus of Central Community College.

Memorandum of Understanding (MOU)

Between

Central Community College Grand Island Campus
and

City of Grand Island
regarding

Emergency Planning and Response

I. Introduction

This Memorandum of Understanding (MOU) is entered into by Central Community College (CCC) Grand Island Campus, 3134 W. Hwy. 34, Grand Island, Nebraska, and the City of Grand Island, Nebraska. Today's public safety realities have highlighted the need for this type of agreement based on recent tragedies at Institutions of Higher Education (IHEs) including natural and manmade disasters. This MOU addresses the current challenge of Emergency Planning and Response. To ensure that the public safety community reaches optimal utilization of finite resources and maximum interoperability, this agreement will establish a formal working relationship between the City of Grand Island and Central Community College-Grand Island Campus.

II. Purpose

The purpose of this agreement is to provide for support of Emergency Management planning, response and recovery programs between Central Community College and the City of Grand Island. It is recognized that the goal of both parties in this agreement is to reduce the loss of life, property and protect the public from all types of hazards through a comprehensive, risk based, all-hazards emergency management program of mitigation, preparedness, response and recovery. Central Community College and the City of Grand Island agree to the following obligations per this agreement.

- Cooperate in all areas of mutual interest, as allowable by law, as it relates to Emergency Management: sharing data, information, planning, response, recovery, and other operational support programs;
- Enhance and maximize Emergency Management program capabilities of both participants for the purpose of protection of the public health and safety, the College environment and to preserve and safeguard property;
- CCC will notify the Grand Island City Emergency Management when an emergency situation or serious external threat exists for the College;
- Provide a rapid coordinated and effective response with full utilization of all Resources of both participants, including any resources on hand or available that are essential to the safety, care and welfare of those impacted in the event of an emergency or disaster.

- This MOU becomes effective on the date of execution and shall remain in effect until terminated by either party upon 60 days written notification.
- This MOU may be amended by written “mutual agreement”.

III. Initiation of Mutual Aid Request

In the event Grand Island is in need of emergency assistance from CCC-Grand Island Campus as defined in Section II of this agreement, the Grand Island Emergency Management Director or designee will make a request to the Campus President for approval. The Campus President will inform the requesting entity of approval status.

In the event the CCC-Grand Island Campus requires assistance, the Campus President will make a request to the Grand Island Emergency Management Director or designee for approval. The Grand Island Emergency Management Director or designee will inform the requesting entity of approval status.

No party is required to provide assistance under this Agreement unless it determines that it has sufficient resources to do so.

IV. Authority of Personnel Rendering Aid

Whenever the employees of Grand Island or the College are rendering aid on or outside the campus, such employees will have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the City, County or as a College system official.

V. Responsibility for Expenses and Compensation of Employees

When responding to emergency or other conditions as outlined in this agreement, the responding agency which furnishes any equipment shall bear the loss or damage to such equipment and shall pay the expense incurred in the operation and maintenance thereof.

When responding to emergency or other conditions as outlined in this agreement, the responding agency will compensate and shall defray the actual travel and maintenance expenses of such employees during the time they are rendering aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

VI. Incident Command Structure (ICS)

The parties agree to coordinate and utilize an Incident Command System, to the greatest extent possible, for emergencies requiring mutual aid assistance under this agreement. The ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security. The parties agree that ICS must allow for Unified Command (UC) to provide the most efficient and effective means for communication between and coordination of personnel and resources. Utilization of UC and ICS shall not be interpreted as increasing or decreasing the authority, responsibility and accountability inherent to a local emergency response provider under the terms of this agreement.

VII. Limitations

- A) Nothing in this agreement shall be construed as creating a duty to respond when requested by either party signing this agreement.
- B) Nothing in this agreement shall be construed as creating a duty on the part of the responding agency to stay at the scene of an emergency for any set length of time. Responding personnel and equipment may be removed at any time from the scene at the discretion of the ranking officer from the responding agency.

President of CCC Grand Island Campus

Date

College President or Executive Vice President

Date

Mayor

Date

RESOLUTION 2011-88

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. provides that units of local government of the State of Nebraska may enter into agreement for the joining and cooperative exercise of powers, privileges, or authority capable of being exercise by either agency; and

WHEREAS, Cities are public agencies as defined by Neb. Rev. Stat. §13-801; and

WHEREAS, the City of Grand Island has a responsibility to provide the continuity of certain basic government functions and services following an emergency; and

WHEREAS, the Grand Island Campus of Central Community College is an organization with resources that could assist the City in the continuity of government services; and

WHEREAS, the City of Grand Island and the Grand Island Campus of Central Community College can both benefit from an agreement to provide mutual aid;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Understanding between the City of Grand Island and the Grand Island Campus of Central Community College is hereby approved and the mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G15

#2011-89 - Approving Contract for Soft Drink Services for Aquatic Facilities

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks & Recreation Director

Meeting: April 12, 2011

Subject: Contract Award - Soft Drink Services at Island Oasis Water Park and Other Public Swimming Facilities

Item #'s: G-15

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

Background

The City requested proposals for providing soft drink services at Island Oasis Water Park and other public swimming facilities. The proposals offer cost of product along with marketing incentives that the Company is willing to provide to Island Oasis Water Park. Product pricing and service is provided for pop machines at Lincoln Pool, Lincoln Park wading pool, Stolley Park wading pool, Pier Park wading pool and Grace Abbott Park wading pool along with Island Oasis Water Park. The proposal is for one year with the option to renew for two additional years.

Discussion

Two proposals were received one each from the Pepsi Bottling Group and Coca Cola Bottling Company. It was determined that Coca Cola Bottling Company provided the overall best proposal to the City. Product pricing was similar in each proposal; however Coca Cola agrees to provide approximately \$500.00 more in incentives each year to Island Oasis Water Park.

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 a contract to the Coca Cola Bottling Company.

Sample Motion

Move to approve the resolution authorizing the City to award a contract to Coca Cola Bottling Company to provide soft drink services for City owned aquatic facilities.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
SOFT DRINK SERVICE FOR AQUATIC FACILITIES**

RFP DUE DATE: March 7, 2011 at 4:00 p.m.

DEPARTMENT: Parks & Recreation

PUBLICATION DATE: February 4, 2011

NO. POTENTIAL BIDDERS: 2

SUMMARY OF PROPOSALS RECEIVED

Pepsi Beverages Co.
Grand Island, NE

Coca-Cola
Grand Island, NE

cc: Steve Paustian, Parks & Rec. Director
Mary Lou Brown, Finance Director
Jason Eley, Purchasing Agent

Todd McCoy, Parks & Rec. Supt.
Patti Buettner, Parks Secretary

P1460

RESOLUTION 2011-89

WHEREAS, the City of Grand Island invited proposals for Soft Drink Services for Island Oasis Water Park and other public Swimming Facilities, according to Request for Proposals on file with the Parks and Recreation Department; and

WHEREAS, on March 7, 2011, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Coca Cola Bottling Company of Grand Island, Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Coca Cola Bottling Company of Grand Island, Nebraska, is hereby approved

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item G16

**#2011-90 - Approving Change Order No. 1 to Midwest Floor
Covering for Installation of Vapor Barrier at the City Fieldhouse**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and recreation Director

Meeting: April, 12, 2011

Subject: Change Order for Synthetic Court Flooring for Fieldhouse

Item #'s: G-16

Presenter(s): Steve Paustian, Park and recreation Director

Background

The City has ownership of the Fieldhouse building located on Fonner park property. The building was built in conjunction with the relocation of the State Fair. The fieldhouse has been programmed to allow for basketball and volleyball games. The flooring necessary to play these games has yet to be installed. A contract was entered into with Midwest Floor Covering of Lincoln NE to install the synthetic flooring to allow for the basketball and volleyball activities however the moisture content in the concrete floor has been too high to allow installation.

Discussion

The City has refrained from putting down the synthetic flooring in hopes that the moisture level in the concrete would go down enough to allow the floor to be installed without an additional vapor barrier. Current testing has revealed that the moisture content has not decreased and a moisture barrier will be required to move forward. A vapor barrier system has been recommended and can be installed by Midwest Floor Covering so the flooring can be completed. The cost associated with this additional step is \$34,159.00. Private funds are being solicited to help defray this cost.

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 modify the existing contract with Midwest Floor Covering to include the cost of the vapor barrier. This change will increase the contract by \$34,159.00. The current contract is for \$69,894.00 the new contract price will be \$104,053.00.

Sample Motion

Move to allow a change order to Midwest Floor Covering's contract to increase the contract by \$34,159.00.



*Working Together for a
Better Tomorrow, Today.*

CONTRACT MODIFICATION

TO: **Midwest Floor Covering, Inc.**
3725 Touzalin Ave
Lincoln, NE 68507

PROJECT: **Providing and Installation of a new Synthetic Court Flooring at the Community Fieldhouse**

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

1. Installation of a vapor barrier system . increase \$34,159.00

The original Contract Sum **\$ 69,894.00**

Previous Modification Change Amount **\$ 0.00**

The Contract Sum is increased by this Contract Modification **\$ 34,149.00**

The total modified Contract Sum to date **\$104,053.00**

The Contract Time has been changed to July 1, 2011.

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

APPROVED: **CITY OF GRAND ISLAND**

By _____ Date _____
Mayor

Attest _____

Approved as to Form, City Attorney

ACCEPTED: **Midwest Floor Covering, Inc.**

By _____ Date _____

RESOLUTION 2011-90

WHEREAS, on June 22, 2010 by Resolution 2010-144, the City Council of the City of Grand Island awarded the Midwest Floor Covering Inc. from Lincoln, Nebraska, the bid in the amount of \$69,894.00, to install a Synthetic Court Floor at the Community Fieldhouse; and

WHEREAS, it has been determined that installation of a vapor barrier system to be performed by Midwest Floor Covering Inc. is necessary; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$34,159.00 for a revised contract price of \$104,053.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and the Midwest Floor Covering Inc. from Lincoln, Nebraska to provide the modifications set out as follows:

Installation of a vapor barrier system.....\$34,159.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item I1

**#2011-91 - Consideration of Request from Whitey's, Inc. dba
Whitey's Sports Bar & Grill, 2118 North Webb Road for a Class
"C" Liquor License and Liquor Manager Designation for Jeffrey
Richardson, #47 Kuester Lake**

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

Staff Contact: RaNae Edwards

RESOLUTION 2011-91

WHEREAS, an application was filed by Whitey's, Inc. doing business as Whitey's Sports Bar & Grill, 2118 North Webb Road for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 2, 2011; such publication cost being \$15.18; and

WHEREAS, a public hearing was held on April 12, 2011 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: _____

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Jeffrey Richardson, #47 Kuester Lake as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2011	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item I2

**#2011-92 - Consideration of Amendment to the Personnel Rules
Regarding Computer Usage**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: April 12, 2011

Subject: Replacing the City of Grand Island's Personnel Rules and Regulations, Section 3.06

Item #s: I-2

Presenter(s): Andrew Duey, IT Consultant

Background

Back in April of 2010, the Finance Department implemented electronic payments for utility bills and became "Payment Card Industry Data Security Standards" (PCI DSS) compliant. This involved transferring all customer credit card and bank account information previously housed on City servers to US Bank. In order to continue the City of Grand Island PCI DSS compliant status, a security awareness and acceptable use policy for all employees must be put into place. This policy must be reviewed by employees annually.

Discussion

The purpose of this policy is to outline the acceptable use of computer equipment at the City of Grand Island. The policy's goal is to protect the employees and the City of Grand Island. Inappropriate use can expose the City of Grand Island to risks including virus attacks, compromised network systems and services, and legal issues. The policy applies to all employees and equipment that is owned or leased by the City of Grand Island. The policy as presented replaces the current policy described in the City of Grand Island's Personnel Rules and Regulations, Section 3.06.

Alternatives

Alternatives to be addressed by the Council include the following:

1. Accept the recommended Security Awareness and Acceptable Use Policy in order for the City of Grand Island to remain PCI DSS compliant. The Policy is hereby incorporated into The City of Grand Island's Personnel Rules and Regulations, replacing Section 3.06.
2. Do not approve the Security Awareness and Acceptable Use Policy.

Recommendation

City Administration recommends that the Council approve the Security Awareness and Acceptable Use Policy and incorporate it into the City of Grand Island's Personnel Rules and Regulations, replacing Section 3.06.

Sample Motion

Move to approve the City of Grand Island Security Awareness and Acceptable Use Policy.

Sec. 3.06 CITY GOVERNMENT COMPUTER NETWORK

An e-mail system and Internet access are provided to City employees for the purpose of conducting official City business. These may not be used for prohibited purposes, such as conducting private business, or political campaigning, or any illegal uses. Personal use should be governed by the same tests of reasonableness as personal phone calls and internal e-mail. These include:

- There is no cost associated with the use
- Use is moderate in time
- Use does not interfere with an employee's or co-worker's work in either time or network bandwidth

Computers owned by City government or purchased with public funds should not have any recreational games installed. This includes the games supplied as part of the operating system of "free" additional programs. Contact the Information Technology Department and games will be removed that are already installed.

The Information Technology department will be notified whenever a new program is installed on a computer that is connected directly to the City Government Computer Network.

Because of the unique nature of the Internet, additional guidelines apply to its use:

- Internet access, hardware, and software must be authorized and installed by appropriate personnel in each City department. Employees authorized to download software or browser plug-ins should be provided with safety guidelines and virus protection software.
- Certain features of the Internet can clog the City's network and e-mail system and should be used only for work-related purposes. Examples would be:
 - a. Listserv's, which generate large volumes of e-mail
 - b. Streaming media, which uses large bandwidth
 - c. Radio, music, and other downloading of a personal nature
 - d. Continuous access services such as weather maps
- Resources, of any kind for which there is a fee, must not be accessed or downloaded without prior approval from the supervisor.
- Individual users must be aware of and at all times attempt to prevent potential City liability in their use of the Internet.
- Employees should be aware that there is a wide variety of information on the Internet. Some individuals may find some information on the Internet offensive or otherwise objectionable. Individual users should be aware that the City has no control over and can therefore not be responsible for the content of information available on the Internet.

Illegal uses or uses inconsistent with City policies including but not limited to gambling, sexually explicit materials, harassment, knowingly introducing of a computer virus or other harmful program, use of obscenities, violation of Copyright Laws, violation of any Local, State, and Federal Laws, etc. are prohibited.

City of Grand Island Security Awareness and Acceptable Use Policy

Overview

The intentions for publishing a security awareness and acceptable use policy are not to impose restrictions that are contrary to the established culture of openness, trust and integrity. The City of Grand Island is committed to protecting all employees, partners and the City of Grand Island from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP, are the property of the City of Grand Island. These systems are to be used for business purposes in serving the interests of the City of Grand Island, and of our clients and customers in the course of normal operations.

Effective security is a team effort involving the participation and support of every City of Grand Island employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at the City of Grand Island. These rules are in place to protect the employees and the City of Grand Island. Inappropriate use exposes the City of Grand Island to risks including virus attacks, compromise of network systems and services, and legal issues.

Scope

This policy applies to employees, contractors, consultants, temporary employees, and all other workers at the City of Grand Island, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by the City of Grand Island.

Policy

General Use and Ownership

1. While network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the government systems remains the property of the City of Grand Island. Because of the need to protect the network, management cannot guarantee the confidentiality of employee's personal information stored on any network device belonging to the City of Grand Island.
2. An e-mail system and Internet access are provided to City employees for the purpose of conducting official City business. These may not be used for prohibited purposes, such as conducting private business, or political campaigning, or any illegal uses. Computer use on government systems may be audited.
3. Computers owned by City government or purchased with public funds should not have any recreational games installed. This includes the games supplied as part of the operating system of "free" additional programs. Contact the Information Technology Department and games will be removed that are already installed.
4. The Information Technology Department will be notified whenever a new program is installed on a computer that is connected directly to the City Government Computer Network.
5. For security and network maintenance purposes, authorized individuals within the City of Grand Island may monitor equipment, systems and network traffic at any time.
6. The City of Grand Island reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

City of Grand Island Security Awareness and Acceptable Use Policy

Security and Proprietary Information

1. The user interface for information contained on Internet/Intranet/Extranet-related systems should be classified as either confidential or not confidential. Examples of confidential information include but are not limited to: customer credit card information, employee information, customer receivable lists, vendor information and research data. Employees should take all necessary steps to prevent unauthorized access to confidential information.
2. Employees dealing with customer credit cards will not retain, email, or write down customer credit card information in any fashion.
3. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. System and user level passwords will be required to be changed every 90 days.
4. All PCs, laptops and workstations will be secured with a password-protected screensaver with the automatic activation feature set at 15 minutes or less. Employees should secure their workstations by logging off or locking (control-alt-delete for Windows users) when the host will be unattended. If for some reason a screen saver timeout interferes with system operation then special approval must be obtained from the IT department.
5. Postings by employees from a City of Grand Island email address to newsgroups, online forums, electronic bulletin boards or any other similar message posting systems should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the City of Grand Island.
6. All devices used by the employee that are connected to the City of Grand Island Internet/Intranet/Extranet, whether owned by the employee or the City of Grand Island, shall be continually executing approved virus-scanning software with a current virus database.
7. Employees must use extreme caution when opening e-mail attachments, which may contain viruses, e-mail bombs, or Trojan horse code.

Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a device if that device is disrupting production services).

Under no circumstances is an employee of the City of Grand Island authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing City of Grand Island-owned resources.

Certain features of the internet such as streaming media, radio or music stations can clog the City's network and e-mail system and should be used only for work-related purposes. Internet usage should not interfere with an employee's or co-worker's work in either time or network bandwidth.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

System and Network Activities

The following activities are strictly prohibited, with no exceptions

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City of Grand Island.
2. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.

City of Grand Island Security Awareness and Acceptable Use Policy

3. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
4. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
5. Using a City of Grand Island computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
6. Making fraudulent offers of products, items, or services originating from any City of Grand Island account.
7. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
8. Port scanning or security scanning is expressly prohibited unless prior notification to IT is made.
9. Executing any form of network monitoring which will intercept data not intended for the employee's device, unless this activity is a part of the employee's normal job/duty.
10. Circumventing user authentication or security of any device, network or account.
11. Providing information about, or lists of, City of Grand Island employees to parties outside the City of Grand Island.

Email and Communications Activities

1. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam). Creating or forwarding "chain letters", "jokes", "Ponzi" or other nonrelated work items of any type.
2. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
3. Unauthorized use, or forging, of email header information.
4. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Use of unsolicited email originating from within the City of Grand Island's networks or other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by the City of Grand Island or connected via the City of Grand Island's network.
6. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam), online forums, electronic bulletin boards or any other similar message posting system.

Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Definitions

Spam Unauthorized and/or unsolicited electronic mass mailings.

RESOLUTION 2011-92

WHEREAS, the City of Grand Island needs to continue compliance with the “Payment Card Industry Data Security Standards” (PCI DSS) requirement; and

WHEREAS, the City of Grand Island wants to adopt this Security Awareness and Acceptable Use Policy for all City of Grand Island employees; and

WHEREAS, Security Awareness and Acceptable Use Policy will be reviewed by all employees annually; and

WHEREAS, the City of Grand Island Security Awareness and Acceptable Use Policy has been reviewed and approved by the City Attorney’s office;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the City of Grand Island Security Awareness and Acceptable Use Policy is hereby approved and incorporated into the City of Grand Island’s Personnel Rules and Regulations, replacing Section 3.06.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 8, 2011	☐ City Attorney



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item J1

Approving Payment of Claims for the Period of March 23, 2011 through April 12, 2011

The Claims for the period of March 23, 2011 through April 12, 2011 for a total amount of \$3,048,736.79. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, April 12, 2011

Council Session

Item J2

Approving Payment of Claims for the Period of March 23, 2011 through April 12, 2011 for the Veterans Athletic Field Complex

The Claims for the period of March 23, 2011 through April 12, 2011 for a total amount of \$29.67 for the Veterans Athletic Field Complex. A MOTION is in order.

Staff Contact: Mary Lou Brown

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		
2/8/2011	American Fence Co	Provide and install gates and posts	880.00	2,381.15
2/8/2011	Echo Group Inc	Training for well computer	500.00	
2/8/2011	Ensley Electric Services Inc		1,001.15	
		Subtotal		
2/22/2011	Nature's Helper	Capped head in soccer field	183.63	3,919.44
2/22/2011	Nature's Helper	Re-wire decoders	1,053.45	
2/22/2011	Nature's Helper	Repair damages caused by concrete paving company	262.85	
2/22/2011	Nature's Helper	Repair damages caused by graders	2,157.21	
2/22/2011	City of Grand Island	Overage from Requisition No. 33 that was in excess of \$1,500,000 in escrow account	262.30	
		Subtotal		27,357.47
3/22/2011	Tri Valley Builders Inc	Relocation and reconstruction of athletic fields	18,466.47	
3/22/2011	Ensley Electric Services Inc	Electrical in concession building	2,391.00	
3/22/2011	Nature's Helper	Irrigation change order	6,500.00	
		Subtotal		29.67
4/12/2011	The Grand Island Independent	Published affidavit for concession stand bids	29.67	

Amount Remaining to be Spent

49,393.98

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		Name/Number		Description	Invoice	PO #	WO#	Check #	Amount
Org	Object	PARKS & RECREATION							
40044450	90122	ATHLETIC COMPLEX							
1	214	THE GRAND ISLAND INDEPENDENT		FEB 2011 BILL	11FEB10022600			162744	29.67
40044450 Org Total									29.67

COPY

Vendor Number

214

0**

Vendor Name

GRAND ISLAND INDEPENDENT

Remittance Address

PO BOX 1208

GRAND ISLAND NE 68802

Org - Obj#	Amount	Approval (please)	
10011301-85419	\$1128.83	Rme	11*84+
22910001-85245	\$14.29	WML	9*84+
10033501.85590	177.08		10*50+
10033001.85416	44.04		11*45+
52081295-93000	186.88		204*47+
40044450-90122	29.67		478*32+
10044525-85419 8554585490	27.13		8*26+
10011801-85419	14.08		33*03+
10011401-85419	25.08		10*95+
10011203-85490	26.52		350*17+
Inv Maint - Obj - Per Marylou & Sage			1*128*83*
See approval letters for documentation NR 3/22/11			14*73+
			55*62+
			64*64+
			46*89+
			181*88*
			53*69+
			44*04+
			30*60+
			31*05+
			61*74+
			221*12*
			29*67+
			27*13+
			56*80*
			12*54+
			12*54+
			25*08*

TOTAL: \$1,668.60

Against

CITY OF GRAND ISLAND

For:

Invoice:	11FEB10022600
Description:	FEB 2011 BILL

Clerk 1*128*83+
 CYC 14*29+
 HR 14*08+
 Utilities 181*88+
 PW 221*12+
 Parks 56*80+
 Finance 25*08+
 Mayor 26*52+

008

The Grand Island
Independent
on *your* time.

BILLING DATE		TERMS OF PAYMENT	
02/27/11		DUE BY THE 25TH	
ADVERTISER/CLIENT NUMBER		ADVERTISER/CLIENT NAME	
10022600		CITY OF GRAND ISLAND	
SALESPERSON NAME		TOTAL AMOUNT DUE	
Terri Trejo - Classified		1,668.60	
CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS
1,668.60	.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	
01/30/11	BBF			Balance Brought Forward		2,266.68	
02/24/11	CSH	20109572		Payment, check # 162178		-2,266.68	
	INV	20111126	Grand Island Independent	cc mtg 2/8 Affidavit 02/02/11	Clerk 22	11.84	✓
	INV	20114307	Grand Island Independent	Council & CYC Event Affidavit 02/02/11	CYC 23	14.29	
	INV	20114542	Grand Island Independent	cc mtg 2/22 02/16/11	Clerk 22	9.84	✓
	INV	20115398	Grand Island Independent	Ordinance No. 9288 Ordinance No. 9288 was passed and approve <i>Salary Ordinance</i> Affidavit 01/31/11	HR 27	14.08	
	INV	20115553	Grand Island Independent	Country Club Holding Association Affidavit 02/02/11	Utilities 24	14.73	✓
	INV	20116216	Grand Island Independent	NOTICE OF CITIZENS' REVIEW COMMITTEE MEETING Notice is hereb Affidavit 02/02/11	Clerk 19	10.50	✓
	INV	20116295	Grand Island Independent	Front End Loader/Catrina DeLosh Affidavit Bold 02/03/11	PW 96	53.69	✓
	INV	20116376	Grand Island Independent	bids/concession stands/Patti Buettner ADVERTISEMENT REQUEST Affidavit Bold 02/04/11	Parks 49	29.67	✓
	INV	20116377	Grand Island Independent	bids/soft drink/Patti Buettner ADVERTISEMENT REQUEST FOR PRO Affidavit Bold 02/04/11	Parks 45	27.13	✓
	INV	20116382	Grand Island Independent	cc study session	Clerk	11.45	✓