
City of Grand Island



Tuesday, April 26, 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 Diane Covey, Spirit of Life Church, 2304 Macron 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 26, 2011

Council Session

Item C1

Proclamation "National Drinking Water Week 2011" May 1-7, 2011

Water is our most precious and valuable natural resource, of which life could not go on without it. It's uses are endless and it's up to us to protect our water from pollution by practicing water conservation and getting involved in local water issues. The Mayor has proclaimed the week of May 1-7, 2011 as "Drinking Water Week". See PROCLAMATION.

Staff Contact: Mayor Vavricek

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

PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

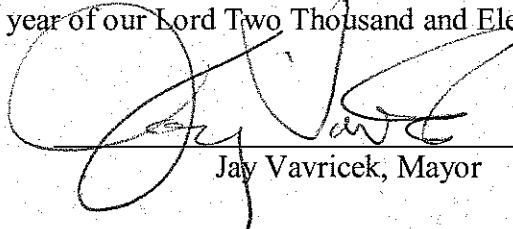
WHEREAS, each citizen of our community is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of May 1-7, 2011 as

“DRINKING WATER WEEK”

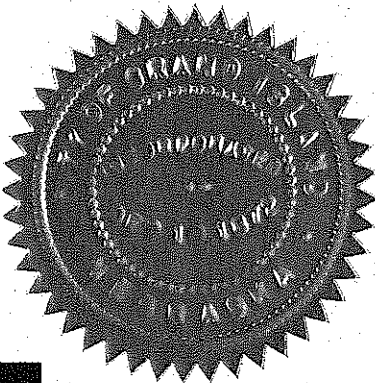
in the City of Grand Island.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-sixth 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 26, 2011

Council Session

Item E1

**Public Hearing on Request from Iglesia Ebenezer Church for a
Conditional Use Permit for a New Church Facility Located at 502
East Capital Avenue**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: April 26, 2011

Subject: Request of Pastor Renee Lopez of Iglesia Ebenezer Church for Approval of a Conditional Use Permit to Allow for the Construction and Operation of a Church at 502 E. Capital Avenue

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

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for Council approval of a conditional use permit to allow for the construction and continued use of the property as a religious facility. The proposal is to construct a church on the property that is currently zoned T-A Transitional Agriculture. That zoning classification allows churches, educational, religious, cultural, or public service facilities as conditional uses, and requires the approval of the City Council in the form of a conditional use permit.

Discussion

The City Code identifies that uses such as a church within the T-A zoning classification come before the City Council at a public hearing to determine a finding of fact that the intended use would be in conformance with the intent and provisions of the code.

The surrounding properties are farming and residential in nature with a mobile home park located immediately to the east of the property. It does not appear that the proposed use of the property would have a negative impact on the neighborhood.

Alternatives

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

1. Approve the request finding that the proposed application is and will continue to be in conformance with the purpose and intent of the zoning regulations.

2. Disapprove or /Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with conditions and a finding of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

Recommendation

Approve the request finding that the proposed application does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the request for a conditional use permit as presented in the council packet and that the meeting finding that the application conforms with the purpose of the zoning regulations.



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

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: a new church facility.
2. The owner(s) of the described property is/are: Iglesia Ebenezer Church
3. The legal description of the property is: pt. W¹/₂, E¹/₂, W¹/₂, SE¹/₄, Sec. 4, T11N-R9W
4. The address of the property is: 502 East Capital Ave.
5. The zoning classification of the property is: TA (transitional agriculture)
6. Existing improvements on the property is: graveled driveway/parking & North Area Soccer fields
7. The duration of the proposed use is: perminent
8. Plans for construction of permanent facility is: upon approval of this conditional use permit
9. The character of the immediate neighborhood is: agricultural and residential
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: We, Iglesia Ebenezer Church, wish to build a new church on this property to full needs in this area of faith and service to the community.

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

April 11, 2011
Date

Iglesia Ebenezer Church / Pastor Renee Lopez
Owners(s)

308-370-3557
Phone Number

P.O. Box 486
Address

Contractor: Husker Sales & Const. Inc.
Bruce Kleint 308-379-0205

Grand Island
City

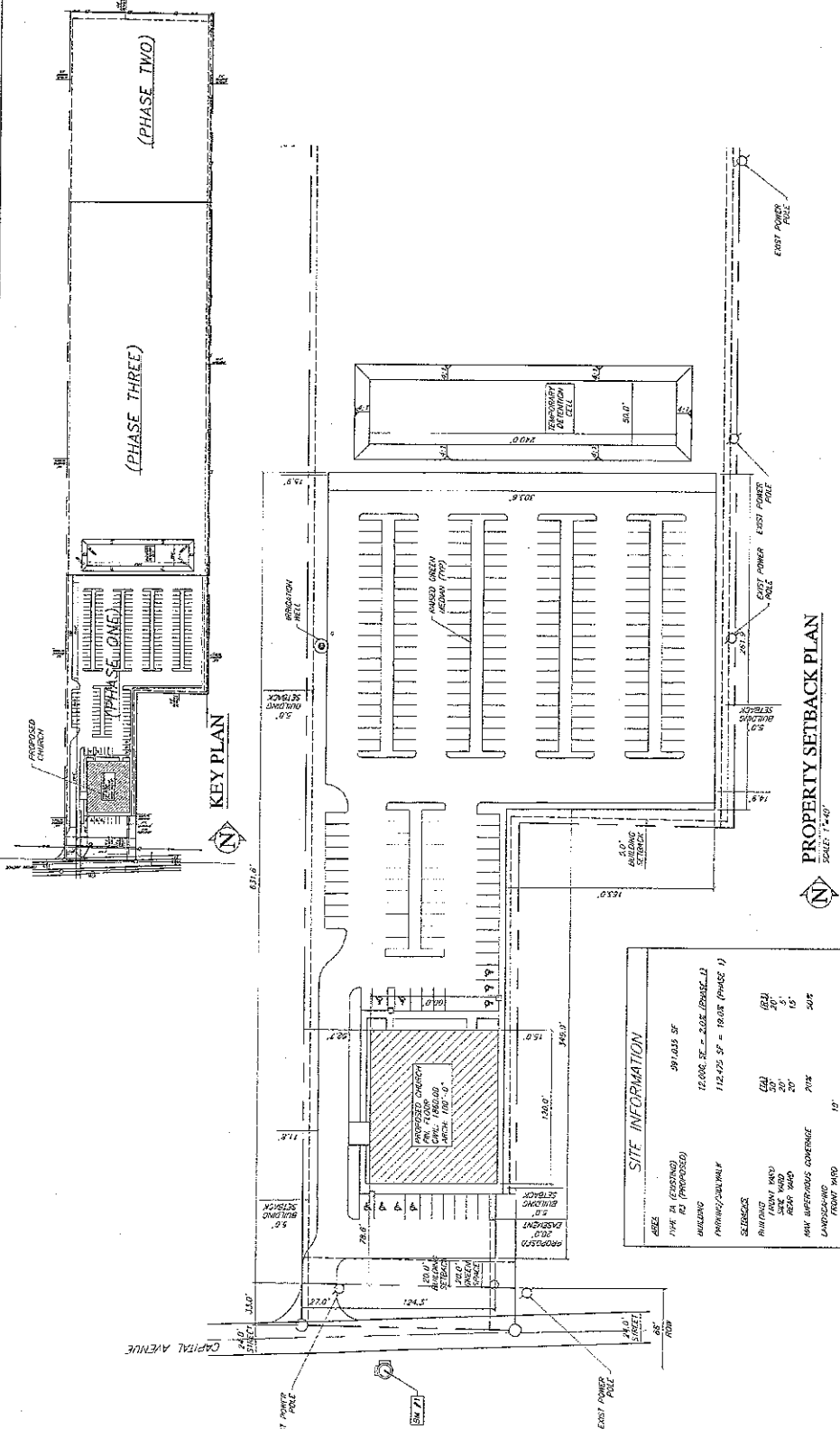
NE.
State

68802-0484
Zip

Bruce Kleint
2018 W. Kent Ave. 68803

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

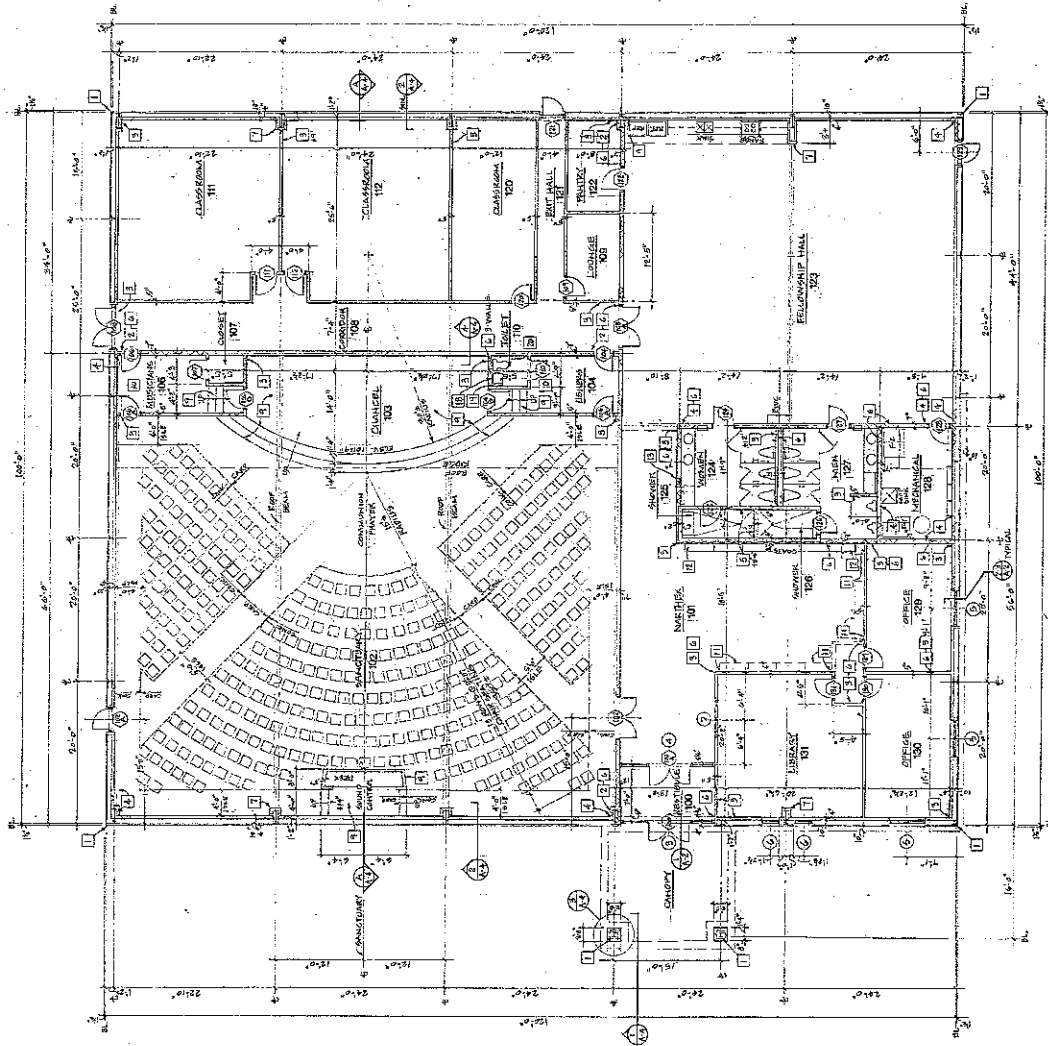




SITE INFORMATION	
AREA	39,000 SF
PIPE IN (EXISTING)	12,000, PE = 2.02, FEMISE L3
RE (PROPOSED)	112,250 SF = 18.08, PHASE 1)
BUILDING	
PROPOSED/EXISTING	
STRENGTH	624
PAVING	30
PAINT WARD	20
REAR WARD	15
ANY IMPROVING COVERAGE	PIPE
LANDSCAPING	10"
FRONT WARD	
CHANGES	
CHANGES, STRUCTURES, AND TERRACES	
ONE SPECIA' FLOOR CUNICUM	
TOTAL BUILDING	12,000 SF
REQUIRED STALLS	67
PAVED STALLS	226

NOTE: LOT IS CURRENTLY ZONED (TA) TRANSITION AGRICULTURE. THE LOT WILL NEED TO BE REZONED (A-3) MEDIUM DENSITY RESIDENTIAL SO AS TO ALLOW FOR A GREATER COVERAGE OF UNPAVED SURFACING.

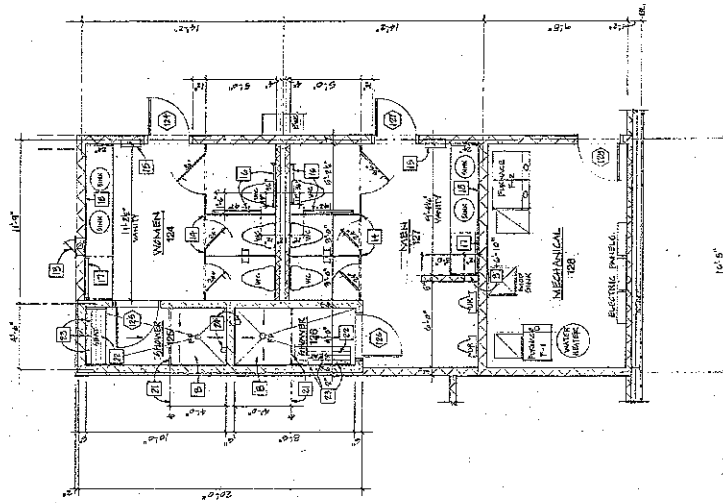
BENCHMARK NO. 1 IN 1357.58 (NGVD 29 DATUM)
ON TOP OF SOUTH NUT OF BOTTOM FLANGE OF FIRE
HYDRANT ON SOUTH SIDE OF CAPITAL AVENUE.



FLOOR PLAN
SCALE: 1/8" = 1'-0"

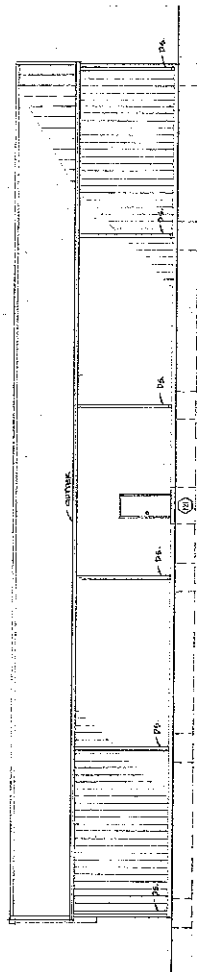
FLOOR PLAN NOTES

1. THE DIMENSIONS ABOVE BUILDING EXTERIOR.
2. HALLS DIMENSIONS INCLUDING STAIRS.
3. INTERIOR PARTITIONS AND FLOORING TO BE CEILING.
4. INTERIOR PARTITIONS UP TO ROOF FLOORING.
5. CML PARTITIONS, W/ BASE COURSE, 1/2" DIA. DALL.
6. SOUND RATED INSULATION FLOOR TO TOP OF WALL.
7. INTERIOR FINISHES: AROUND STEEL COLUMNS.
8. 1/2" DIA. STEEL COLUMNS.
9. 1/2" DIA. STEEL COLUMNS.
10. 1/2" DIA. STEEL COLUMNS.
11. 1/2" DIA. STEEL COLUMNS.
12. 1/2" DIA. STEEL COLUMNS.
13. 1/2" DIA. STEEL COLUMNS.
14. 1/2" DIA. STEEL COLUMNS.
15. 1/2" DIA. STEEL COLUMNS.
16. 1/2" DIA. STEEL COLUMNS.
17. 1/2" DIA. STEEL COLUMNS.
18. 1/2" DIA. STEEL COLUMNS.
19. 1/2" DIA. STEEL COLUMNS.
20. 1/2" DIA. STEEL COLUMNS.
21. 1/2" DIA. STEEL COLUMNS.
22. 1/2" DIA. STEEL COLUMNS.
23. 1/2" DIA. STEEL COLUMNS.
24. 1/2" DIA. STEEL COLUMNS.
25. 1/2" DIA. STEEL COLUMNS.
26. 1/2" DIA. STEEL COLUMNS.
27. 1/2" DIA. STEEL COLUMNS.
28. 1/2" DIA. STEEL COLUMNS.
29. 1/2" DIA. STEEL COLUMNS.
30. 1/2" DIA. STEEL COLUMNS.
31. 1/2" DIA. STEEL COLUMNS.
32. 1/2" DIA. STEEL COLUMNS.
33. 1/2" DIA. STEEL COLUMNS.
34. 1/2" DIA. STEEL COLUMNS.
35. 1/2" DIA. STEEL COLUMNS.
36. 1/2" DIA. STEEL COLUMNS.
37. 1/2" DIA. STEEL COLUMNS.
38. 1/2" DIA. STEEL COLUMNS.
39. 1/2" DIA. STEEL COLUMNS.
40. 1/2" DIA. STEEL COLUMNS.
41. 1/2" DIA. STEEL COLUMNS.
42. 1/2" DIA. STEEL COLUMNS.
43. 1/2" DIA. STEEL COLUMNS.
44. 1/2" DIA. STEEL COLUMNS.
45. 1/2" DIA. STEEL COLUMNS.
46. 1/2" DIA. STEEL COLUMNS.
47. 1/2" DIA. STEEL COLUMNS.
48. 1/2" DIA. STEEL COLUMNS.
49. 1/2" DIA. STEEL COLUMNS.
50. 1/2" DIA. STEEL COLUMNS.
51. 1/2" DIA. STEEL COLUMNS.
52. 1/2" DIA. STEEL COLUMNS.
53. 1/2" DIA. STEEL COLUMNS.
54. 1/2" DIA. STEEL COLUMNS.
55. 1/2" DIA. STEEL COLUMNS.
56. 1/2" DIA. STEEL COLUMNS.
57. 1/2" DIA. STEEL COLUMNS.
58. 1/2" DIA. STEEL COLUMNS.
59. 1/2" DIA. STEEL COLUMNS.
60. 1/2" DIA. STEEL COLUMNS.
61. 1/2" DIA. STEEL COLUMNS.
62. 1/2" DIA. STEEL COLUMNS.
63. 1/2" DIA. STEEL COLUMNS.
64. 1/2" DIA. STEEL COLUMNS.
65. 1/2" DIA. STEEL COLUMNS.
66. 1/2" DIA. STEEL COLUMNS.
67. 1/2" DIA. STEEL COLUMNS.
68. 1/2" DIA. STEEL COLUMNS.
69. 1/2" DIA. STEEL COLUMNS.
70. 1/2" DIA. STEEL COLUMNS.
71. 1/2" DIA. STEEL COLUMNS.
72. 1/2" DIA. STEEL COLUMNS.
73. 1/2" DIA. STEEL COLUMNS.
74. 1/2" DIA. STEEL COLUMNS.
75. 1/2" DIA. STEEL COLUMNS.
76. 1/2" DIA. STEEL COLUMNS.
77. 1/2" DIA. STEEL COLUMNS.
78. 1/2" DIA. STEEL COLUMNS.
79. 1/2" DIA. STEEL COLUMNS.
80. 1/2" DIA. STEEL COLUMNS.
81. 1/2" DIA. STEEL COLUMNS.
82. 1/2" DIA. STEEL COLUMNS.
83. 1/2" DIA. STEEL COLUMNS.
84. 1/2" DIA. STEEL COLUMNS.
85. 1/2" DIA. STEEL COLUMNS.
86. 1/2" DIA. STEEL COLUMNS.
87. 1/2" DIA. STEEL COLUMNS.
88. 1/2" DIA. STEEL COLUMNS.
89. 1/2" DIA. STEEL COLUMNS.
90. 1/2" DIA. STEEL COLUMNS.
91. 1/2" DIA. STEEL COLUMNS.
92. 1/2" DIA. STEEL COLUMNS.
93. 1/2" DIA. STEEL COLUMNS.
94. 1/2" DIA. STEEL COLUMNS.
95. 1/2" DIA. STEEL COLUMNS.
96. 1/2" DIA. STEEL COLUMNS.
97. 1/2" DIA. STEEL COLUMNS.
98. 1/2" DIA. STEEL COLUMNS.
99. 1/2" DIA. STEEL COLUMNS.
100. 1/2" DIA. STEEL COLUMNS.

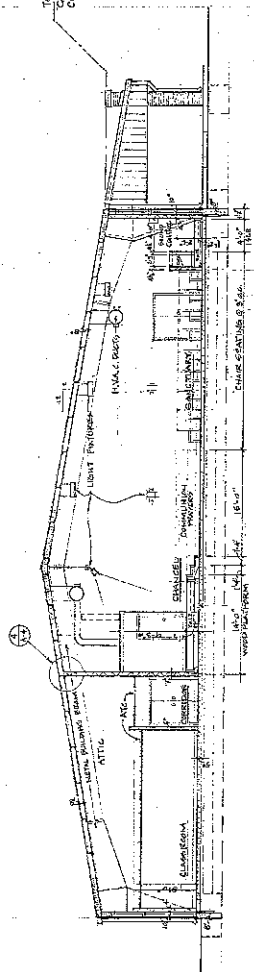


ENLARGED PARTIAL FLOOR PLAN
SCALE: 1/4" = 1'-0"

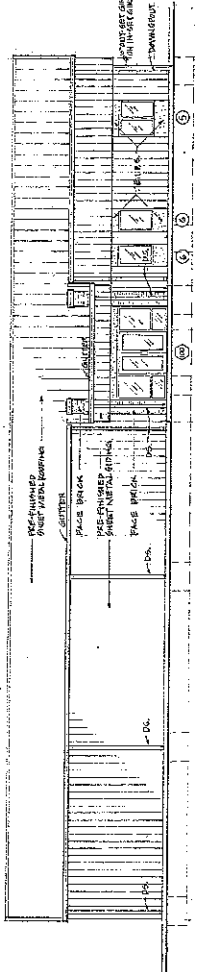




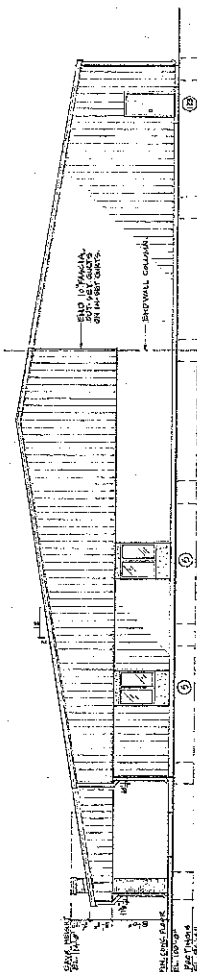
EAST ELEVATION
SCALE: 1/8" = 1'-0"



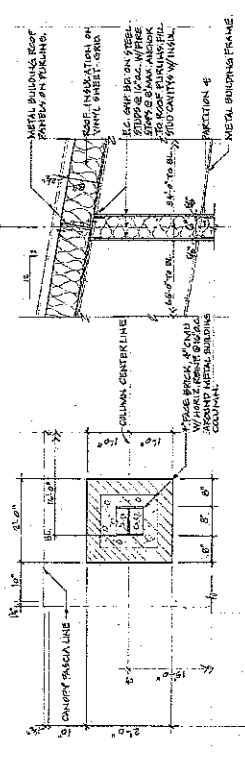
NORTH ELEVATION - BUILDING SECTION A
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"

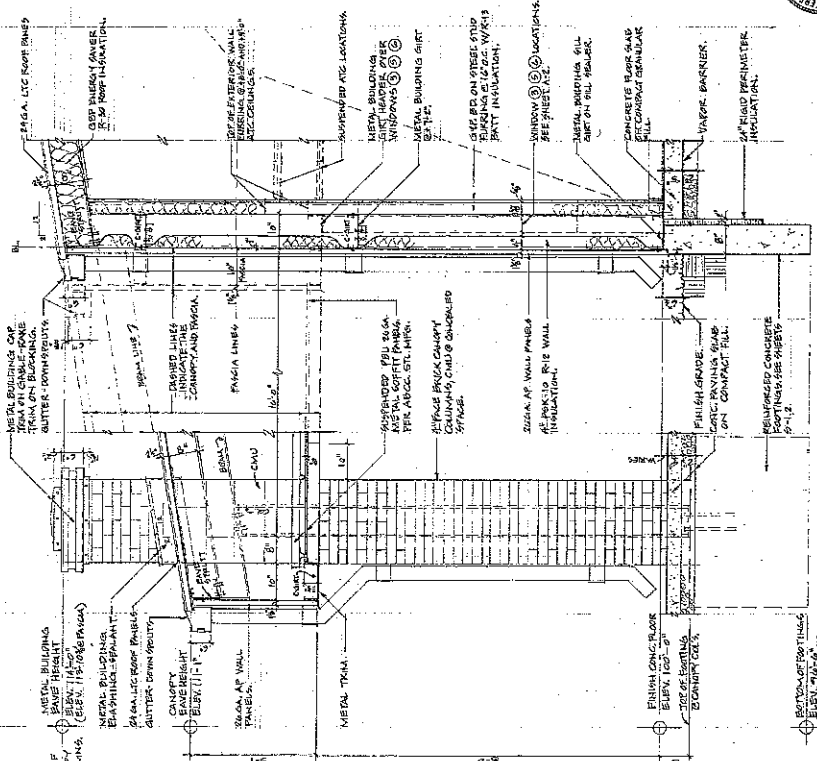


SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



PLAN DETAIL 3
SCALE: 3/4" = 1'-0"

ROOF DETAIL 4
SCALE: 3/4" = 1'-0"



CANOPY SECTION 1
SCALE: 3/4" = 1'-0"

WALL SECTION 2
SCALE: 3/4" = 1'-0"



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item E2

**Public Hearing Concerning Acquisition of Utility Easement - South
of the Intersection of 7th Street and Sky Park Road - Schmader**

Staff Contact:

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: April 26, 2011

Subject: Acquisition of Utility Easement – Just South of the Intersection of 7th Street and Sky Park Road – Harold & Jeanette Schmader

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

Presenter(s): Tim Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Harold and Jeanette Schmader, located south of the intersection of 7th Street and Sky Park Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Midwest Hydraulic Services is expanding its business at 1925 East 4th. This easement will be used to place underground conduit, conductor, and a pad-mounted transformer to provide the electricity needed for the expansion of the business.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G1

Approving Minutes of April 12, 2011 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 12, 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 April 12, 2011. Notice of the meeting was given in *The Grand Island Independent* on April 6, 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: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Interim City Attorney Jason Eley, and Public Works Director John Collins.

INVOCATION was given by Pastor Charles Gregory, First Baptist Church, 811 West 10th Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Dillon Spies and Ashley Bykerk.

City Administrator Mary Lou Brown commented on next Tuesday night's Study Session which would be a presentation on Program Prioritization starting at 6:00 p.m.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Central Nebraska Public Health Month" April, 2011. Mayor Vavricek proclaimed the month of April, 2011 as "Central Nebraska Public Health Month". Ryan King, Assistant Health Director with the Central District Health Department was present to receive the proclamation and commented briefly on the programs available to the public.

Proclamation "National Library Week" April 10-16, 2011. Mayor Vavricek proclaimed the week of April 10-16, 2011 as "National Library Week". Library Director Steve Fosselman was present to receive the proclamation and commented on the activities at the library.

Presentation of Citizen Survey Results. Assistant to the City Administrator Shannon Oster gave a PowerPoint presentation overview of the results for the comprehensive citizen survey conducted in Grand Island earlier this year. Mentioned was the survey was random and the response rate of 38% was very good for this type of survey. Reviewed were several areas of the survey with outstanding results above the national benchmarks. These results would be tied into the budget program prioritization process.

Highlights of the survey were: good employees, neighborhoods well liked, likely to remain and recommend Grand Island, recreation programs and parks were highly used, and high civic behaviors and volunteerism. Opportunities for improvement were: code enforcement, street maintenance, improve web site use and online tools, Grand Island as a place to retire, and youth services.

PUBLIC HEARINGS:

Public Hearing on Request from Whitey's, Inc. dba Whitey's Sports Bar & Grill, 2118 North Webb Road for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "C" Liquor License had been received from Whitey's, Inc. dba Whitey's Sports Bar & Grill, 2118 North Webb Road. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 31, 2011; notice to the general public of date, time, and place of hearing published on April 2, 2011; notice to the applicant of date, time, and place of hearing mailed on March 31, 2011; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Economic Development – Community Development Block Grant Application for Purchasing Equipment. Community Development Administrator Joni Kuzma reported that the City was eligible for an Economic Development – Community Development Block Grant for equipment purchases by Case New Holland in an amount of \$605,000.00. Staff recommended approving the application. Marlan Ferguson, 2808 Apache Road spoke in support. No further public testimony was heard.

ORDINANCES:

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

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

#9293 – Consideration of Council Observation in Union Contract Negotiations

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

Bruce Lefler representing Ameritas reported that Ordinance #9292 would replace the Library Project Building Bonds, Series 2005 in a principal amount of \$7,000,000 with Refunding Building Bonds (Library Project), Series 2011 in the principal amount of \$3,795,000. The new interest rate was 1.4040% with a savings of \$215,499.38 to the City.

Discussion was held regarding reducing the payment amount versus paying the bond off early. Explained was the Facilities Corporation's involvement in this bond. Mr. Lefler stated that all bonds were sold locally.

Motion by Haase, second by Carney to approve Ordinance #9292.

City Clerk: Ordinance #9292 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9292 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9292 is declared to be lawfully adopted upon publication as required by law.

#9293 – Consideration of Council Observation in Union Contract Negotiations

Councilmember Larry Carney reported that Ordinance #9293 would allow not more than five (5) councilmember's to observe negotiations of each labor contract bargaining units to better understand the negotiation process and for more transparency.

Motion by Niemann, second by Carney to approve Ordinance #9293.

Comments made by Council in favor stated transparency in government and educational purposes. Comments made by Council in opposition were: it showed Council didn't trust the process, more bodies in the room the dynamics change, may make it more difficult than it needed to be, and body language from the Council could be intimidating.

Mentioned was that there needed to be better communication to the Council regarding negotiations and the City had a negotiation team who were professionals.

Motion by Carney, second by Niemann to amend the Ordinance to remove the number five (5) and insert the number two (2) for Councilmember's to attend negotiations.

Discussion was held concerning the number of Councilmember's present during negotiations and that this issued needed to be studied further. Human Resources Director Brenda Sutherland answered questions concerning the number of meetings held for negotiations. She stated it varied with each group. Mentioned was the plan to outsource with John Cripes from Lincoln to help with the negotiations.

Upon roll call vote of the amendment, Councilmember's Haase, Carney, Niemann, Donaldson, Dugan, and Gericke voted aye. Councilmember's Ramsey, Gilbert, Nickerson, and Gard voted no. Motion adopted.

City Clerk: Ordinance #9293 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Haase, Carney, Niemann, and Gericke voted aye. Councilmember's Ramsey, Gilbert, Nickerson, Donaldson, Dugan, and Gard voted no. Motion failed.

CONSENT AGENDA: Consent Agenda items G-5 and G-11 were removed for further discussion. Motion by Ramsey, second by Gard to approve the Consent Agenda excluding items G-5 and G-11. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 22, 2011 City Council Regular Meeting.

Approving Minutes of March 29, 2011 City Council Special Meeting.

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

Approving Appointment of David Wetherlit to Business Improvement District #8.

#2011-80 – Approving the Sale of 2 Shares of SemGroup Corporation for a Value of \$32.14 each.

#2011-81 – Approving Economic Development – Community Development Block Grant Project for Purchasing Equipment for Case New Holland in an amount of \$605,000.00.

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

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

#2011-84 – Approving Bid Award for Burdick Reservoir Painting with Lindner Painting, inc. of Lincoln, Nebraska in an Amount of \$394,120.00.

#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 for an Increase of \$3,930.00 and a Revised Contract Amount of \$50,330.00.

#2011-87 – Approving 2011 VOCA Grant Application.

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

#2011-89 – Approving contract for Soft Drink Services for Aquatic Facilities with Coca Cola Bottling Company of Grand Island, Nebraska.

#2011-90 – Approving Change Order No. 1 to Midwest Floor Covering of Lincoln, Nebraska for Installation of Vapor Barrier at the City Fieldhouse for an Increase of \$34,159.00 and a Revised Contract Amount of \$104,053.00.

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

Motion by Gilbert, second by Nickerson to approve Resolution #2011-79. Upon roll call vote, all voted aye. Motion adopted.

#2011-85 – Approving Program Agreement with Nebraska Department of Roads for US-30 Drainage Improvement Project for an Estimated Cost of \$876,696 with \$327,985 being the responsibility of the City. Public Works Director John Collins answered questions concerning the accuracy of the total figures.

Motion by Dugan, second by Gilbert to approve Resolution #2011-85. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#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 related to the aforementioned Public Hearing.

Motion by Ramsey, second by Gericke to approve Resolution #2011-91 contingent upon final inspections and completion of a stated approved alcohol server/seller program. Upon roll call vote, all voted aye. Motion adopted.

#2011-92 – Consideration of Amendment to the Personnel Rules Regarding Computer Usage. Human Resources Director Brenda Sutherland and Andrew Duey, IT Consultant reported that the City of Grand Island needed to continue compliance with the “Payment Card Industry Data Security Standards” (PCI DSS) requirement. The Security Awareness and Acceptable Use Policy would be incorporated in the City’s Personnel Rules and Regulations, replacing Section 3.06.

Discussion was held concerning if a breach occurred and the liability to the City. Mr. Duey stated it depended on a case by case basis. By approving this we would be less liable and the liability would be passed on to the company we contracted with. Interim City Attorney Jason Eley stated we were protected. Discussion was held regarding employee accountability.

Ms. Sutherland gave an overview of the policy regarding personal use on public computers. Mentioned was moderate use. Mr. Duey stated we don’t have filter software but we do have monitoring software. City Administrator Mary Lou Brown commented that some departments make purchases on e-bay and the City was developing a social media policy.

Motion by Carney, second by Gericke to approve Resolution #2011-92. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of March 23, 2011 through April 12, 2011, for a total amount of \$3,048,736.79. Unanimously approved.

Motion by Dugan, second by Nickerson to approve the Claims for the Period of March 23, 2011 through April 12, 2011 for the Veterans Athletic Field Complex for a total amount of \$29.67. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:08 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G2

Approving Minutes of April 19, 2011 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

April 19, 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 19, 2011. Notice of the meeting was given in the *Grand Island Independent* on April 13, 2011.

Mayor Jay Vavricek called the meeting to order at 6:00 p.m. The following Councilmember's were present: Chuck Haase, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson and Randy Gard. Councilmember's Larry Carney, Scott Dugan, and John Gericke were absent. The following City Officials were present: City Administrator 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.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Lauren Cantrell and Sarah Ronne.

OTHER ITEMS:

Presentation of Program Prioritization City Administrator Mary Lou Brown reported that the City of Grand Island adopted a budget development methodology known as "Program Prioritization" for FY 2010/2011 budget.

Introduced were John Johnson and Chris Fabian from the Center for Priority Based Budgeting who gave a PowerPoint presentation titled "Achieving Fiscal Health & Wellness". Reviewed were the "Result Maps" and "Sub-Results/Definitions" approved for the FY 2010/2011 budget.

The following Fiscal Health & Wellness achievements were presented.

- Fiscal Health
 - ? "Spend Within Our Means"
 - ? Establish and Maintain Reserves
 - ? Understand Variances (Budget vs. Actual)
 - ? Transparent About the "True Cost of Doing Business"
 - ? Incorporate Economic Analysis and Long-term Planning into Decision-Making
- Long-term Fiscal Wellness
 - ? Support Resource Allocation Decision Making with Prioritization of Programs
 - ? Achieve Fiscal Health
 - ? Value Programs Based on Evidence of their Influence on Results
 - ? Identify Programs and Services
 - ? Identify, Define and Value the Results of Government

Ongoing and One-time expenses and revenues chart was shown. Questions were answered concerning how the financial figures from the City could be used in the chart “picture”. Mr. Johnson stated this tool was based on an excel worksheet.

Across the board cuts versus prioritization was mentioned with targeted cuts demonstrating a more strategic approach to managing the fiscal crisis.

The following Key Objectives of Prioritization were presented:

- Evaluate the services we provide, one versus another.
- Better understand our services in the context of the cause-and-effect relationship they have on the organization’s priorities.
- Provide a higher degree of understanding among decision-makers as they engage in a process to rank services based on priorities.
- Articulate to people in the organization and to the public how we value our services, how we invest in our priorities, and how we divest ourselves of lower-priority services.

Steps to Successful Prioritization were:

1. Determine Results
2. Clarify Result Definitions
3. Identify Programs and Services
4. Value Programs Based on Results
5. Allocate Resources Based on Priorities

The following Result Maps and definitions were presented for Grand Island as prioritized by Council through last years budget:

- Stewardship of the Environment
 - ? Provides for the renewal of the environment through recycling and reuse
 - ? Manages and mitigates factors that impact environmental quality and sustainability
 - ? Promotes and regulates a clean, orderly and ecologically balanced community
 - ? Controls and abates threats to the environment caused by nature
 - ? Encourages energy conservation and efficiency through education, incentives and the provision of alternative solutions
- Quality of Life
 - ? Develops and maintains safe, reliable and efficient roadway, storm water and public transit infrastructure
 - ? Provides opportunities and access to services that promote the health, safety, wellbeing and basic needs of its citizens
 - ? Supports and encourages access to quality employment and educational opportunities to sustain the community
 - ? Promotes and maintains an attractive place to live
 - ? Provides opportunities and facilities for safe, inclusive and diverse recreational activities

- ? Promotes cultural enrichment and diversity, supports the arts, and encourages events and activities that stimulate the community
- Safe Community
 - ? Protects its citizens, proactively prevents crime and enforces the law
 - ? Encourages a community that feels safe, accepting and connected
 - ? Proactively prepares, promptly alerts and swiftly responds to emergencies
 - ? Protects the physical and environmental health of the community
 - ? Facilitates and enhances safe transportation and mobility options
- Strategic, Sustainable and Maintained Development
 - ? Enhances its identity as a regional trade center and encourages tourism opportunities
 - ? Recruits, retains and revitalizes a business community that provides opportunities for a skilled, quality workforce
 - ? Encourages sustainable and affordable development supported by sufficient city services and infrastructure
 - ? Promotes well-regulated, strategically planned and future-focused development
 - ? Leverages regional and community partnerships
- Governance
 - ? Supports decision making with timely and accurate short term and long-range analysis
 - ? Provides stewardship and manages sustainability over financial, human and physical resources
 - ? Enhances and facilitates accountability, efficiencies, best practices and trust
 - ? Provides assurance of regulatory and policy compliance
 - ? Responds to the needs of internal and external stakeholders

Mr. Johnson stated that tomorrow they would meet with the Department Directors to review the programs and services. Explained was the Individual Department Program Scorecard. Weighting factors were discussed compared to last year. Mr. Johnson stated they were almost identical.

A new resource allocation tool was presented to answer the following questions:

- What programs are truly “mandated” and how much does it cost to fulfill the mandate?
- Are mandated programs being “over-delivered”?
- What programs are citizens and businesses truly dependent on the government to provide? Are there other available service providers?
- What programs are most appropriate to be funded by direct user fees?
- What programs are experiencing a “change” in demand?

City Administrator Mary Lou Brown commented that department director’s would meet tomorrow to continue with the program prioritization. Governance and scoring would be reviewed along with the size of programs.

Mr. Fabian answered questions concerning who would use these program tools. He stated department directors, administration, and council. Mr. Johnson stated the start of the budget process would be to identify the available revenues.

Mentioned as an important part of this process was the peer review.

ADJOURNMENT: The meeting was adjourned at 7:50 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G3

**Receipt of Official Documents - Pawnbroker's Official Bonds for
G.I. Loan Shop**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: April 26, 2011
Subject: Approving Renewal of Pawnbroker Official Bond
Item #'s: G-3
Presenter(s): RaNae Edwards, City Clerk

Background

Chapter 25 of the Grand Island City Code requires that all persons who shall engage in the business of pawnbroker are required to make application to the Mayor and City Council. Along with the application and fee, a bond is required which is to be approved by the Mayor and City Council. Each license expires on April 30th of each year and must be renewed prior to that date.

Discussion

G.I. Loan Shop, 1004 West Second Street has submitted their application, fee, and bond for renewal of their pawnbroker's license. (See attached)

Alternatives

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

1. Move to approve the renewals
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 application and bond for renewal of pawnbroker's license.

Sample Motion

Move to approve the renewal applications and bonds for G.I. Loan Shop.



Pawnbroker's License Application

Business Owner Name: Darbo R Bearby
Business Owner Address: 1810 Hwy 58 Dannebrog Ne 68831
Business Manager Name: Patricia Bearby
Business Manager Address: 1810 Hwy 58 Dannebrog Ne 68831
Business Street Address: 1004 W 2nd Grand Island

Location of storage of goods if kept at location other than business location:

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant if a corporation):

Offense	Location of Court	Conviction Date
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

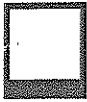
If additional space is required, continue on back of the application.

Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30th of each year. The City of Grand Island requires payment of an occupation tax in the amount of \$75.00 when the license is issued as well as a license fee in the amount of \$75.00.

All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.



Nationwide Mutual Insurance Company
Bond Department
1100 Locust Department 2006
Des Moines, IA 50391-2006

License and Permit Bond

Bond No. 7900369972

KNOW ALL MEN BY THESE PRESENTS:

That we, G I Loan Shop, Inc.,
of Grand Island, State of NE, as Principal, and Nationwide Mutual Insurance Company,
a corporation duly licensed to do business in the State of Nebraska, as Surety, are held and firmly bound unto
City of Grand Island,
State of Nebraska, Obligee, in the penal sum of Five Thousand Dollars
(\$ 5,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment
well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

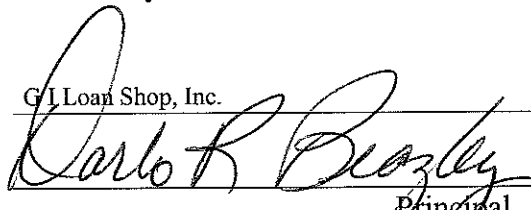
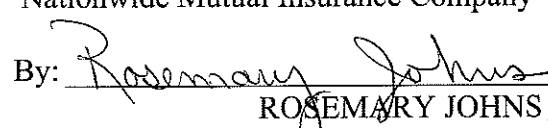
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been issued a
license or permit described as follows: Pawn Broker by
the said Obligee.

NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments thereto, appertaining to the license or permit described then this
obligation to be void, otherwise to remain in full force and effect from May 1st, 2011, until
April 30th, 2012, unless extended by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, to the clerk of the Political
Subdivision with whom this bond is filed and to the Principal, at the last known address, and at the expiration of
thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon
be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 6th day of April, 2011.

Shall save and keep harmless the City of Grand Island
from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said
license or permit.

G I Loan Shop, Inc.

Principal
Nationwide Mutual Insurance Company
By: 
ROSEMARY JOHNS, Attorney-in-Fact



Bond Number 7900369972

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

ROSEMARY JOHNS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Five Thousand Dollars (\$5,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 11th day of August, 2009.



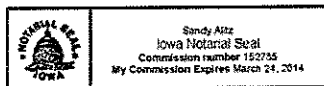
Gary A. Douglas

Gary A. Douglas, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 11th day of August, 2009, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



CERTIFICATE

I, Kathy R. Richards, Assistant Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Gary A. Douglas was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seals of said Companies this 6th day of April, 2011.

Kathy R. Richards
Assistant Secretary



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G4

#2011-93 - Approving Acquisition of Utility Easement - South of the Intersection of 7th Street and Sky Park Road - Schmader

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-93

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

WHEREAS, a public hearing was held on April 26, 2011, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter (SE1/4) Section Ten (10), Township Eleven (11) North, Range Nine (9) West; thence running southerly along the easterly line of the Southeast Quarter (SE1/4) said Section Ten (10), a distance of fifty and eighty eight hundredths (50.88) feet to a particular northeast corner of Lot One (1), Schmader Second Subdivision; thence continuing southerly along a particular easterly line of Lot One (1) said Schmader Subdivision, a distance of two hundred sixty nine and twelve hundredths (269.12) feet to the ACTUAL Point of Beginning; thence deflecting right 91°16'46" and running westerly, a distance of seventy three and seventy one hundredths (73.71) feet to a point on the centerline of an existing easement described in Misc. Book 23, Page 201, recorded in the Register of Deeds Office, Hall County, Nebraska. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing a total of 0.034 acres, more or less, as shown on the plat dated 4/4/2011, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G5

#2011-94 - Approving Bid Award - Water Main Project 2011-W-1 - 7th Street and Clark Street

Staff Contact: Timothy Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jason Eley, Interim City Attorney

Meeting: April 26, 2011

Subject: Water Main Project 2011-W-1
7th Street from Elm Street to Clark Street & Clark Street
from 7th Street to 9th Street

Item #'s: G-5

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The existing water system in the referenced project area is approximately 100 years old as documented by the Department's infrastructure records and water service cards.

Although the existing 4" diameter cast-iron main remains in relatively good condition, it does not meet today's requirements for fire protection, nor current service standards. The contract provides for the installation of a new 8" diameter ductile-iron water main, new water service connections to each adjacent residential property, and the abandonment of the old 4" main. Upgrading the water main and service lines in the area will insure continued operation, service, and reliability for the next 100 years.

The project is part of a Community Development Block Grant designated to help revitalize an area where the residents meet income guidelines established by the Nebraska Department of Economic Development. The grant provides \$229,401.00 to be used toward this project, other related water main infrastructure improvements in the area, engineering, and administrative costs.

Attached for reference is a map of the area covered by the Grant.

Discussion

The Engineer's estimated for the project was \$296,000.00. Bidding documents, specifications and plans were advertised in accordance with City Procurement Codes and

issued to 15 contractors. Bids were received and publicly opened at 2:00 p.m. on April 14, 2011. Three firms submitted bids as outline below:

Bidder	As-Read Bid Amount	Evaluated Bid Amount
Diamond Engineering Co. Grand Island, Nebraska No Exceptions	\$206,967.32	\$206,907.32
General Excavation Lincoln, Nebraska No Exceptions	\$211,790.22	\$211,790.22
K2 Construction Lincoln, Nebraska No Exceptions	\$248,891.47	\$248,891.07

The bids have been reviewed and evaluated and all are below the Project's estimate. The bids from Diamond Engineering Company and from K2 Construction each contained miscalculations in the extension of the material quantity times unit price. The evaluated bid from the Diamond Engineering Company lowers their total bid by \$60.00. The evaluated bid from K2 Construction lowers their bid by \$0.40. The attached spreadsheet highlights the correct figures.

Alternatives

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

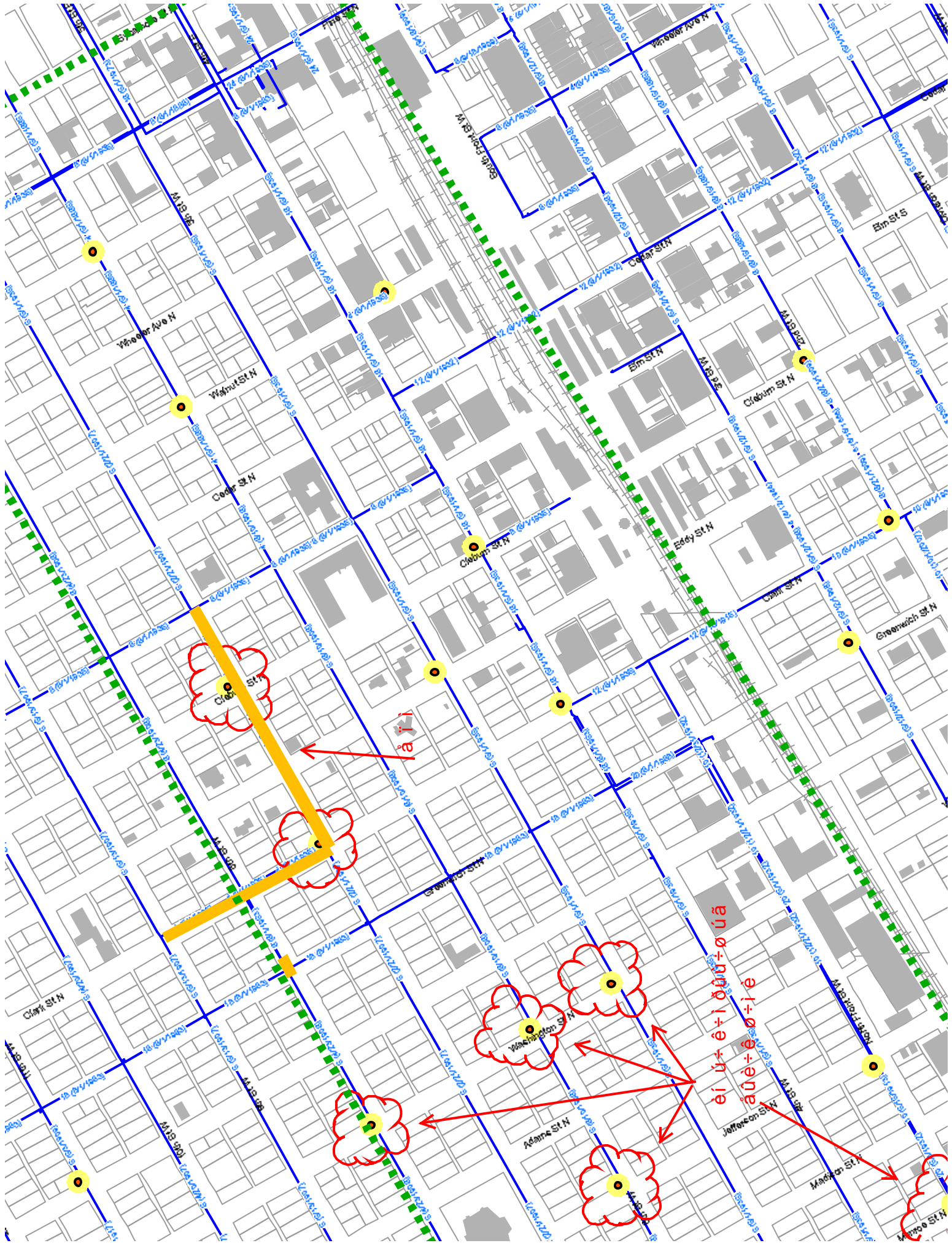
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council award the Contract for Water Main Project 2011-W-1 to the low bidder, the Diamond Engineering Company of Grand Island, Nebraska in the amount of \$206,907.32.

Sample Motion

Move to approve the Contract for Water Main Project 2011-W-1, in 7th Street from Elm Street to Clark Street, and in Clark Street from 7th Street to 9th Street, in the amount of \$206,907.32, to the Diamond Engineering Company of Grand Island, Nebraska.



Water Main Project 2011-W-1

Bids:4/14/2011

Seventh Street, from Elm St to Clark St - and Clark Street, from 7th St to 9th St
Water Main Replacement.

ITEM	DESCRIPTION	QUANTITY	EST.	Diamond Engineering Co.		General Excavating		K2 Construction	
				UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
1.01	8" d.i. pipe (r.j.) - trenchless installation	1,390.8	l.f.	48.10	66,897.48	53.00	73,712.40	54.83	76,257.56
1.02	8" d.i. pipe (s.j.) - trenched	39.2	l.f.	38.55	1,511.16	52.00	2,038.40	87.08	3,413.54
1.03	6" d.i. pipe (s.j.)	41.7	l.f.	34.80	1,451.16	41.00	1,709.70	130.57	5,444.77
1.04	8"x8"x8" m.j. tapping sleeve	1.0	ea.	2,280.00	2,280.00	2,100.00	2,100.00	854.51	854.51
1.05	8"x8"x8" m.j. tee	1.0	ea.	462.35	462.35	360.00	360.00	271.80	271.80
1.06	8"x8"x6" m.j. tapping sleeve	1.0	ea.	2,071.00	2,071.00	1,900.00	1,900.00	749.91	749.91
1.07	8"x8"x6" m.j. tee	4.0	ea.	428.00	1,712.00	320.00	1,280.00	207.27	829.08
1.08	8"x6" m.j. reducer	2.0	ea.	217.00	434.00	200.00	400.00	127.29	254.58
1.09	8" retainer gland	0.0	ea.	110.00	0.00	65.00	0.00	100.00	0.00
1.10	8" sleeve coupling	0.0	ea.	329.00	0.00	110.00	0.00	180.00	0.00
1.11	6"x6"x6" m.j. tapping sleeve	1.0	ea.	1,929.00	1,929.00	1,900.00	1,900.00	749.91	749.91
1.12	6"x6"x6" m.j. tee	1.0	ea.	392.00	392.00	300.00	300.00	182.66	182.66
1.13	6" retainer gland	0.0	ea.	95.00	0.00	60.00	0.00	125.00	0.00
1.14	6" sleeve coupling	2.0	ea.	290.00	580.00	110.00	220.00	121.14	242.28
1.15	8" r.s. tapping valve	1.0	ea.	1,555.00	1,555.00	2,100.00	2,100.00	1,475.91	1,475.91
1.16	8" r.s. gate valve	1.0	ea.	1,360.00	1,360.00	1,150.00	1,150.00	1,247.03	1,247.03
1.17	6" r.s. tapping valve	2.0	ea.	1,065.00	2,130.00	1,800.00	3,600.00	925.88	1,851.76
1.18	6" r.s. gate valve	0.0	ea.	960.00	0.00	550.00	0.00	1,175.00	0.00
1.19	valve box	4.0	ea.	201.60	806.40	200.00	800.00	149.88	599.52
1.20	fire hydrant assembly	5.0	ea.	2,150.00	10,750.00	1,725.00	8,625.00	1,712.70	8,563.50
1.21	thrust block	9.0	ea.	132.80	1,195.20	150.00	1,350.00	180.75	1,626.75
1.22	l-beam block	3.0	ea.	652.00	1,956.00	1,080.00	3,240.00	500.68	1,502.04
1.23	1" copper water service (complete)	35.0	ea.	2,040.00	71,400.00	1,490.00	52,150.00	2,155.95	75,458.25
1.24	8 mil polywrap	1,471.7	l.f.	0.96	1,412.83	2.10	3,090.57	1.07	1,574.72
1.25	abandon existing water main complete	4.0	ea.	505.00	2,020.00	870.00	3,480.00	1,975.00	7,900.00
1.26	abandon water main in manhole complete	3.0	ea.	208.00	624.00	380.00	1,140.00	2,026.67	6,080.01
1.27	remove and salvage existing fire hydrant	2.0	ea.	166.40	332.80	350.00	700.00	490.00	980.00
1.28	remove existing roadway	265.8	s.y.	6.75	1,794.15	10.00	2,658.00	10.50	2,790.90
1.29	replace concrete roadway	265.8	s.y.	39.10	10,392.78	65.00	17,277.00	49.30	13,103.94
1.30	remove intergal curb	121.6	l.f.	3.00	364.80	5.00	608.00	17.50	2,128.00
1.31	replace intergal curb	121.6	l.f.	3.15	383.04	41.00	4,985.60	29.39	3,573.82
1.32	remove asph./conc. Driveway	75.9	s.y.	6.55	497.15	1.50	113.85	14.00	1,062.60
1.33	replace asph./conc. Driveway	75.9	s.y.	36.75	2,789.33	14.00	1,062.60	38.80	2,944.92
1.34	remove concrete sidewalk	1,109.0	s.f.	0.80	887.20	1.00	1,109.00	3.50	3,881.50
1.35	replace concrete sidewalk	1,372.8	s.f.	5.50	7,550.40	5.00	6,864.00	4.91	6,740.45
1.36	remove brick sidewalk	263.9	s.f.	0.88	232.23	1.00	263.90	3.50	923.65
1.37	replace brick sidewalk	0.0	s.f.	10.40	0.00	11.00	0.00	35.00	0.00
1.38	saw cut	111.6	l.f.	3.35	373.86	4.50	502.20	7.00	781.20
1.39	Residential Seeding	10,000.0	s.f.	0.35	3,500.00	0.30	3,000.00	0.76	7,600.00
1.40	Traffic Control	1.00	l.s.	2,880.00	2,880.00	6,000.00	6,000.00	5,250.00	5,250.00
Evaluated Amount					\$206,907.32		\$211,790.22		\$248,891.07
As Read Amount					\$206,967.32		\$211,790.22		\$248,891.47

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 14, 2011 at 2:00 p.m.

FOR: Water Main Project 2011-W-1 – 7th Street and Clark Street

DEPARTMENT: Utilities

ESTIMATE: \$296,000.00

FUND/ACCOUNT: 525

PUBLICATION DATE: March 29, 2011

NO. POTENTIAL BIDDERS: 15

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>General Excavating</u> Lincoln, NE
Bid Security:	Universal Surety Company	Universal Surety Company
Exceptions:	None	None
Bid Price:	\$206,967.32	\$211,790.22

Bidder:	<u>K2 Construction</u> Lincoln, NE
Bid Security:	International Fidelity Ins. Co.
Exceptions:	None
Bid Price:	\$248,891.47

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

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Tom Barnes, Eng. Manager

RESOLUTION 2011-94

WHEREAS, the City of Grand Island invited sealed bids for Water Main Project 2011-W-1; 7th Street from Elm Street to Clark Street and Clark Street from 7th Street to 9th Street, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on April 14, 2011, bids were received, opened and reviewed; and

WHEREAS, the Diamond Engineering Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$206,907.32; and

WHEREAS, the bid of the Diamond Engineering Company is less than the estimate for Water Main Project 2011-W-1.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of the Diamond Engineering Company, in the amount of \$206,907.32, for Water Main Project 2011-W-1, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G6

**#2011-95 - Approving Bid Award - GT #1 Combustion Turbine
Enclosure Painting**

Staff Contact: Timothy Luchsinger

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney

Meeting: April 26, 2011

Subject: Combustion Turbine #1 (GT1) Combustion Turbine
Enclosure Painting

Item #'s: G-6

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

Combustion Turbine #1 (GT1) at Burdick Station was placed in service in 1968. Periodically the unit requires repainting due to exposure to the weather and plant operation. The unit was partially sandblasted and painted in 1998. Routine coating inspections by staff and coating consultants determined that continued protection of the enclosure will require sandblasting and recoating of the enclosure and appurtenances. Specifications for this work were developed by plant management staff.

Discussion

The specifications for the GT1 Combustion Turbine Enclosure Painting were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on April 7, 2011. Specifications were sent to 25 potential bidders and responses were received as listed below. The engineer's estimate for this project was \$85,000.00.

Bidder	Bid Price
Lindner Painting, Inc., Lincoln, NE	\$ 73,370.00
W.S. Bunch Co., Omaha, NE	\$ 84,850.00
L&P Painting Co., Cedar Rapids, IA	\$ 92,362.00
TMI Coatings, St. Paul, MN	\$ 117,300.00

The bids were reviewed by utility staff. The bid from Lindner Painting, Inc. is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for GT1 Combustion Turbine Enclosure Painting to Lindner Painting, Inc., of Lincoln, Nebraska, as the low responsive bidder, with the bid price of \$73,370.00.

Sample Motion

Move to approve the bid award of \$73,370.00 from Lindner Painting, Inc., for the GT1 Combustion Turbine Enclosure 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: April 7, 2011 at 2:00 p.m.

FOR: GT1 Combustion Turbine Enclosure Painting

DEPARTMENT: Utilities

ESTIMATE: \$85,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: March 24, 2011

NO. POTENTIAL BIDDERS: 25

SUMMARY

Bidder:	<u>Lindner Painting, Inc.</u> Lincoln, NE	<u>L & P Painting Co.</u> Cedar Rapids, IA
Bid Security:	Merchants Bonding Company	West Bend Mutual Ins. Co.
Exceptions:	None	None

Bid Price:		
Material:	\$14,350.00	\$31,300.00
Labor:	\$58,015.00	\$58,871.00
Sales Tax	<u>\$ 1,005.00</u>	<u>\$ 2,191.00</u>
Total Bid:	\$73,370.00	\$92,362.00

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

Bid Price:		
Material:	\$ 17,300.00	\$19,070.00
Labor:	\$100,000.00	\$64,345.00
Sales Tax	<u>-0-</u>	<u>\$ 1,435.00</u>
Total Bid:	\$117,300.00	\$84,850.00

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, PGS

P1470

RESOLUTION 2011-95

WHEREAS, the City of Grand Island invited sealed bids for Combustion Turbine #1 (GT1) Combustion Turbine Enclosure Painting at Burdick Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on April 7, 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 \$73,370.00; and

WHEREAS, the bid of Lindner Painting, Inc., is less than the estimate for the GT1 Combustion Turbine Enclosure Painting at Burdick Station.

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 \$73,370.00 for GT1 Combustion Turbine Enclosure Painting, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G7

#2011-96 - Approving Parkview Well Superfund Site, Access Agreement Amendment #3

Staff Contact: Timothy Luchsinger

Council Agenda Memo

From: Utilities Department
Jason Eley, Interim City Attorney

Meeting: April 26, 2011

Subject: Parkview Well Superfund Site, Access Agreement
Amendment #3

Item #'s: G-7

Presenter(s): Timothy G. Luchsinger, Utilities Department

Background

As a part of the EPA program for remediation of the Parkview Superfund site groundwater contamination, the City entered into an agreement with EPA to allow the utilization of the City Right-of-Way (R-O-W) for the installation of several of the components of the remediation system and the installation of groundwater wells that are used for treatment of the contamination, for tracking the extent of the contamination and for monitoring the effectiveness of the remediation program. As time has passed during the investigation and construction of the remediation system, EPA has requested modifications to the initial agreement to allow additional facilities to be installed in the City R-O-W. The original agreement has been modified by two previous amendments.

Amendment #1 – allowed the installation of additional monitoring wells in the Hagge and Country Club Subdivisions to the east of the Parkview Subdivision to track the movement of the leading edge of the contamination plume.

Amendment #2 – allowed the installation of additional monitoring wells down gradient of the treatment injection wells located along North Road to provide sample points to monitor the effectiveness of the treatment.

Attached for reference are:

- The most recent request for modification of the agreement from EPA
- Map of the wells added per Amendment #1
- Map of the wells added per Amendment #2
- Original agreement – *Consent to Access for EPA Environmental Response (“Agreement”)*

Discussion

EPA had requested that the original agreement again be amended to grant permission for EPA to install two additional monitoring wells in the Parkview Subdivision. The purpose of the new monitoring points is to determine the northern boundary of the contamination plume, and to monitor the performance of the extraction well remediation system currently in service in that area. The two new monitor wells would be installed at the intersection of Park Drive and Blaine Street, and at the intersection of Commerce Avenue and Blaine Street, as shown on the map accompanying the EPA's proposed Amendment #3. Monitoring at each of the two locations consists of a three level cluster, so that the plume can be measured at varying depths (shallow, medium and deep).

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 proposed Amendment #3 to the *Consent to Access for EPA Environmental Response Action* ("Agreement").

Sample Motion

Move to approve Amendment #3 to the *Consent to Access for EPA Environmental Response Action* ("Agreement").

*Original to
Allyse Stog
7-15-09*

**CONSENT TO ACCESS FOR EPA
ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT")**

RIGHT of ENTRY

The City of Grand Island, Nebraska ("Grantor"), pursuant to the terms of this Agreement, hereby knowingly consents to and permits the United States Environmental Protection Agency ("EPA") and its employees, authorized representatives, agents and contractors to enter upon and perform environmental response actions upon certain properties owned by the City as generally set forth in Attachment A ("Property"). The Property that is the subject of this Agreement are within the Parkview Well Superfund Site ("Site") located in Grand Island, Hall County, Nebraska. Grantor understands that this grant of consent does not limit EPA's right of access under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675, or any other law.

PURPOSE OF ACCESS

Pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R Part 300, EPA has requested that Grantor allow EPA and its employees and representatives access to the Property for the purpose of investigating and/or responding to a release of hazardous substances, pollutants and/or contaminants at and from the Site.

ENVIRONMENTAL RESPONSE ACTIONS TO BE TAKEN

The planned environmental response actions to be taken at the Property include, but are not limited to, the following:

- Perform geoprobe sampling involving the installation of temporary boreholes into the subsurface to allow collection of environmental samples;
- Install new groundwater monitoring wells, and monitor and maintain new and existing monitoring wells, including the periodic collection of groundwater samples from those wells (generally depicted on Drawings C-16, C-19, and Figures 3-2, and 3-3);
- Perform chemical oxidation injections to subsurface areas using geoprobe equipment along North Road South (generally depicted on Figure 3-2). Injections to be performed using temporary boreholes that will be grouted after completion.
- Construct, operate and maintain one groundwater extraction well (EX-10) and associated well house, piping to convey contaminated groundwater to groundwater treatment plant, pipeline provision in anticipation of future City water main expansion, protective barricade around well house, and associated electrical lines (generally depicted on Drawings A-8, C-2, C-6 through C-10, and E-4).

- Construct, operate and maintain groundwater treatment plant and associated discharge piping and discharge control features, including necessary connection to the City's storm sewer inlet (generally depicted on Drawings A-4 through A-6, C-3 through C-5, and C-15).
- General access for vehicles and support equipment to perform the activities identified above.

TERM OF AGREEMENT

This Consent to Access will be effective on the date signed by EPA, and will extend until the completion of all environmental response actions at the Site.

AGREEMENT NOT TO INTERFERE

Grantor agrees not to interfere with any of the activities undertaken by EPA at the Property, tamper with any property that EPA may bring on to or add to the Site, which includes the Property, or take any actions regarding the use of the Property which may endanger human or welfare or the environment, or allow others to use the Property in such manner during the term of this Consent. Grantor agrees to provide notice and a copy of this agreement to prospective purchasers, lessee, assigns, or grantees of the Property or any portion of it. Grantor agrees to provide 30 day notice to EPA prior to any transfer of ownership rights to the Property.

Grantor agrees to notify EPA of any existing easement or license granted with respect to the Property prior to the date of the Agreement. EPA agrees not to interfere with said easement or license without the consent of the party who granted the easement or license.

RESTORATION OF PROPERTY. Upon the completion of the activities authorized by this Consent to Access, EPA agrees that reasonable measures will be taken to leave the Property in a condition reasonably similar to the condition the Property was in immediately prior to entry.

LIMITATION OF LIABILITY. EPA shall be liable for damages to the Property or injuries to persons which result from or are caused by the activities on the Property only to the extent provided under the Federal Tort Claims Act, and the Federal Employees Compensation Act (28 U.S.C. Section 2671, et seq., 5 U.S.C. Section 8101, et seq., and 31 U.S.C. Section 3701, et seq.). Nothing in this Agreement shall be construed to transfer title of any Property interest at the Site from Grantor to EPA. In addition, nothing in this Agreement is intended nor shall it be construed to absolve Grantor of any claims or rights that EPA or any other governmental entity may have against Grantor with respect to the Site.

The undersigned Grantor has read this Agreement and understands that it grants permission to the EPA, its employees, authorized representatives, agents and contractors to enter the above-described Property and perform certain activities for purposes of conducting the aforementioned environmental response actions and agrees to its terms and conditions. The undersigned Grantor certifies that he or she is fully authorized to enter into this Agreement, and legally bind Grantor to all terms and conditions of this Agreement.

GRANTOR:

Margaret Hornady
SIGNATURE

7-14-09
DATE

Margaret Hornady
NAME (type or print)

Mayor
TITLE (type or print)

✓

Bradley W. Vann
SIGNATURE

7/2/09
DATE

Bradley W. Vann
NAME (type or print)

Remedial Project Manager
TITLE (type or print)

3 Proposed Monitoring Well Locations added in 2010

Recommended well locations



Note: Monitoring well locations are approximate and may be relocated to avoid existing utilities. Documentation of well construction and exact GPS survey coordinates shall be provided to the City of Grand Island Public Works Director upon completion.



Map of the wells added per Amendment #2

CONSENT TO ACCESS FOR EPA
ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT")

Amendment #3

ENVIRONMENTAL RESPONSE ACTIONS TO BE TAKEN

The planned environmental response actions to be taken at the Property include, but are not limited to, the following:

- Install new groundwater monitoring wells, and monitor and maintain new and existing monitoring wells, including the periodic collection of groundwater samples from those wells (generally depicted on Drawings C-16, C-19, and Figures 3-2, 3-3, as generally shown on drawing titled – 3 Proposed Monitoring Well Locations added in 2010; as generally shown on drawing titled – Figure A1-3, Treatment Area 3 Revision 1 – North Road S, Proposed Well Locations also added in 2010; **and as generally shown on the drawing titled – 2 Proposed Monitoring Well Locations (3 wells each) added in 2011.**


GRANTOR:

SIGNATURE

DATE

NAME (type or print)

TITLE (type or print)



SIGNATURE

3/25/11

DATE

Bradley W. Vann

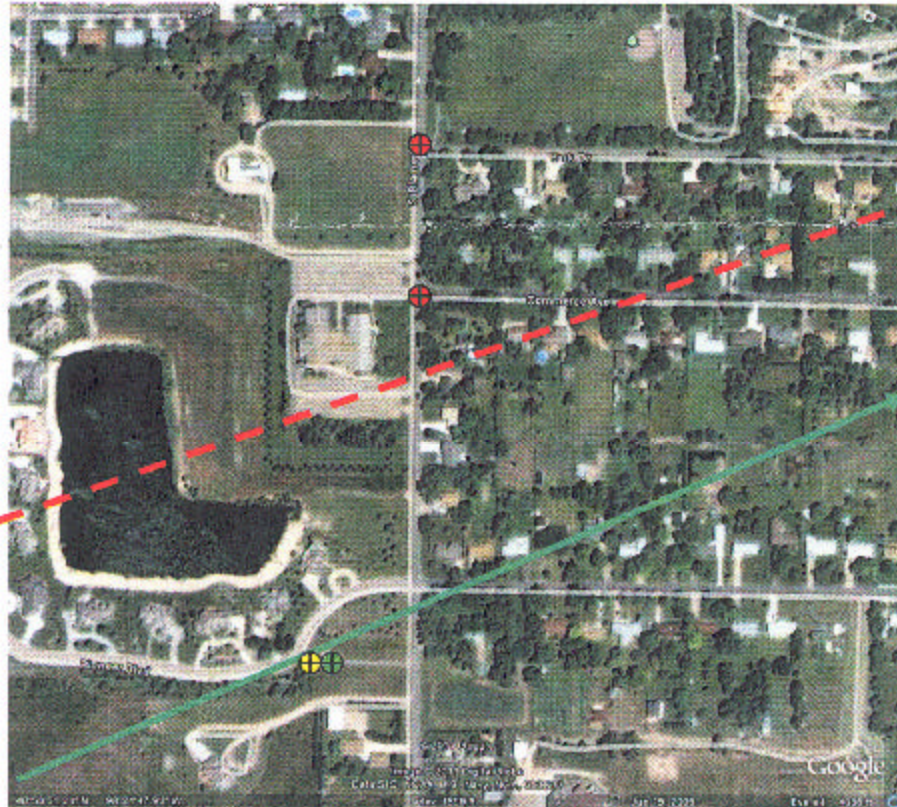
NAME (type or print)

Remedial Project Manager - EPA

TITLE (type or print)

2 Proposed Monitoring Well Locations (3 wells each) added in 2011

- | | | | |
|-----------------------------|---|-----------------------------|-------------|
| Recommended well locations | ⊕ | Extrapolated plume boundary | - - - - - ➔ |
| Groundwater Treatment Plant | ⊕ | Known plume boundary | ————— ➔ |
| Existing Monitoring Well | ⊕ | | |



The two proposed locations are at the southeast corner of Commerce Avenue and Blaine Street, and southeast corner of Park Drive and Blaine Street. Three monitoring wells will be installed at these locations (total of 6 wells) to intercept sample the shallow, intermediate and deepest portions of the local aquifer. As with other monitoring wells that EPA has installed in Grand Island at the Parkview Well Superfund Site, these wells shall be installed along the city utility right-of-way, on grassy areas and flush mounted to not obstruct lawn mowing.

Note: Monitoring well locations are approximate and may be relocated a reasonable distance to avoid existing buried utilities. Documentation of well construction and exact GPS survey coordinates shall be provided to the City of Grand Island Public Works Director upon completion.

RESOLUTION 2011-96

WHEREAS, on July 14, 2009 the City entered into an agreement with EPA to allow utilization of City Right-of-Way for the installation of several of the components of the remediation systems and the installation groundwater monitoring wells to be used to measure the effectiveness of the remediation systems associated with the Parkview Superfund Site; and

WHEREAS, EPA has initiated operation of remediation systems; and

WHEREAS, EPA wishes to install additional groundwater monitoring wells in the City Right-of-Way in the Parkview Subdivision to monitor the groundwater contamination plume; and

WHEREAS, Amendment #3 to original CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT") is recommended to allow the additional monitoring wells.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment #3 to the CONSENT TO ACCESS FOR EPA ENVIRONMENTAL RESPONSE ACTION ("AGREEMENT"), is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G8

#2011-97 - Approving EPA Representation Agreement - Assigning new Designated Representative and Alternate Designated Representative

Staff Contact: Timothy Luchsinger

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney

Meeting: April 26, 2011

Subject: EPA Representation Agreement – Assigning New
Designated Representative and Alternate Designated
Representative

Item #'s: G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

In 1990, Congress instituted a much expanded program of emission control, monitoring and reporting for major fossil burning facilities with passage of the Clean Air Act Amendments of 1990. At the time, the primary focus of the increased regulation was on sulfur emissions and the creation of the new sulfur emission accounting and trading program known as the Acid Rain Program. Among the new requirements were;

- Installation of continuous monitoring equipment on fuel burning equipment
- Extensive reporting of emissions and monitoring equipment performance and calibration
- Creation of the sulfur emission trading system
- Assignment of emission allowances to existing facilities
- Development of trading and sale provisions to produce a market system for trading the newly created commodity of sulfur allowances
- Detailed specifications for equipment operational accuracy and reliability with extensive reporting requirements
- And other provisions included in this major legislation

Being operators of fossil fueled power plants, the City was included under the new regulatory requirements. The 1990 Amendments shifted regulatory compliance from obligating subject facilities to meet limits established by EPA, to requiring much expanded monitoring and reporting to demonstrate emission limit compliance with penalties associated with any failures in the monitoring and reporting, without regard for the actual emission. With the much more complex requirements, the 1990 Amendments required the owner or operator of a source to appoint a “Designated Representative” who

was to have control and responsibility for the newly enacted regulatory compliance processes, and an “Alternate Designated Representative” to act in the event the Designated Representative is not available.

Designated Representative Responsibilities;

Environmental Protection Agency rules governing the Designated Representative are set forth in 40 CFR §72.20, Subpart B. These rules include the following:

1. The Designated Representative is defined as a “responsible person or official authorized by the owner and operator of a unit to represent the owner and operator in matters pertaining to the holding, transfer, or disposition of allowances allocated to a unit, and the submission of and compliance with permits, permit applications, and compliance plans for the unit.
2. That the Designated Representative “by his or her actions, inactions, or submissions, legally bind each owner and operator of the affected source...”
3. That the “... owners and operators shall be bound by any order issued to a Designated Representative by the Administrator, the permitting authority, or the court.”
4. That “...where a particular violation resulted from acts or omissions that are within the scope of the Designated Representative’s responsibilities, he will be subject to liability for that violation.”

In the case of municipal ownership of power plants, there is an apparent conflict between the federal mandate to have a Designated Representative who is a “natural person” and who can “legally bind” and “be subject to liability for violation”; and Nebraska law which does not permit the City Council to delegate its authority to any individual. A notation to that affect was made on the required document submitted to EPA.

After evaluation by the Utilities Department and the Legal Department of the City, the decision was made to appoint the Utilities Director as the Designated Representative (DR) and the Assistant Utilities Director-Production Division as the Alternate Designated Representative (ADR). The appointments were made by the City Council at a regular session in December of 1994, by execution of a Representative Agreement document.

Discussion

With the recent retirement of Gary Mader and subsequent promotion of Tim Luchsinger as Utilities Director, the City must appoint a new DR and ADR to fulfill EPA requirements. The appointment of the Utilities Director as the DR will remain as before, however, as the position of Assistant Utilities Director is unassigned pending a review of Department staffing requirements, it was determined that the position of Regulatory and Environmental Manager is a legally acceptable alternate position to serve as the ADR. The Regulatory and Environmental Manager is responsible for monitoring and ensuring compliance with environmental regulatory programs at Utilities Department facilities and

the position is currently filled by Emily Muth. Attached is a revised “Representation Agreement” that provides for the appointments of Tim Luchsinger as the Designated Representative and Emily Muth as the Alternate Designated Representative. Also attached are the Certificate of Representation to be executed by the DR and ADR, an excerpt from the Federal Register 40 CFR §72.20 Subpart B-Designated Representative, and the Certificate of Representation for Platte Generating Station, and C.W. Burdick Generating Station.

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 Representation Agreement to the appointments of Timothy G. Luchsinger as Designated Representative and Emily C. Muth as Alternate Designated Representative.

Sample Motion

Move to approve the Representation Agreement appointing the Designated Representative and Alternate Designated Representative for the City of Grand Island in compliance with the Clean Air Act and Environmental Protection Agency regulation as submitted.



Certificate of Representation

Page 1

For more information, see instructions and 40 CFR 72.24; 40 CFR 96.113, 96.213, or 96.313, or a comparable state regulation under the Clean Air Interstate Rule (CAIR) NO_x Annual, SO₂, and NO_x Ozone Season Trading Programs or 40 CFR 97.113, 97.213, or 97.313.

FACILITY (SOURCE) INFORMATION

This submission is: ~ New ~ Revised (revised submissions must be complete; see instructions)

STEP 1 Provide information for the facility (source).

Facility (Source) Name C. W. Burdick Generating Station		State NE	Plant Code 2241
County Name Hall			
Latitude 40.9228		Longitude -98.3269	

STEP 2 Enter requested information for the designated representative.

Name Timothy G. Luchsinger		Title Utilities Director
Company Name Grand Island Utilities Department		
Address P.O. Box 1968 Grand Island, NE 68802-1968		
Phone Number (308) 385-5444 x 280		Fax Number (308) 385-5488
E-mail address tluchsinger@grand-island.com		

STEP 3 Enter requested information for the alternate designated representative.

Name Emily Muth		Title Regulatory & Environmental Manager
Company Name Grand Island Utilities Department		
Address P.O. Box 1968, Grand Island, NE 68802-1968		
Phone Number (308) 385-5495		Fax Number (308) 385-5353
E-mail address emuth@giud.com		

Facility (Source) Name (from Step 1) C.W. Burdick Generating Station

UNIT INFORMATION

STEP 4: Complete one page for each unit located at the facility identified in STEP 1 (i.e., for each boiler, simple cycle combustion turbine, or combined cycle combustion turbine) Do not list duct burners. Indicate each program to which the unit is subject, and enter all other unit-specific information, including the name of each owner and operator of the unit and the generator ID number and nameplate capacity of each generator served by the unit. If the unit is subject to a program, then the facility (source) is also subject. (For units subject to the NOx Budget Trading Program, a separate "Account Certificate of Representation" form must be submitted to meet requirements under that program.)

Applicable Program(s): ~ Acid Rain ~ CAIR NO_x Annual ~ CAIR SO₂ ~ CAIR NO_x Ozone Season

Unit ID#	Unit Type	DB	Source Category	Electric Utility	Generator ID Number (Maximum 8 characters)	Acid Rain Nameplate Capacity (MWe)	CAIR Nameplate Capacity (MWe)
B-3					B-3	65	65
Unit ID# B-3 Unit Type DB			NAICS Code 221112				
Date unit began (or will begin) serving any generator producing electricity for sale (including test generation) (mm/dd/yyyy): 11/01/1971			Check One: Actual <input checked="" type="checkbox"/> X Projected <input type="checkbox"/>				
Company Name: Grand Island Utilities Department							
Company Name:							
Company Name:							
Company Name:							
Company Name:							
Company Name:							

UNIT INFORMATION

Applicable Program(s): ~ Acid Rain ~ CAIR NO_x Annual ~ CAIR SO₂ ~ CAIR NO_x Ozone Season

[illegible]

Facility (Source) Name (from Step 1) C.W. Burdick Generating Station

STEP 4: Complete one page for each unit located at the facility identified in STEP 1 (i.e., for each boiler, simple cycle combustion turbine, or combined cycle combustion turbine). Do not list duct burners. Indicate each program to which the unit is subject, and enter all other unit-specific information, including the name of each owner and operator of the unit and the generator ID number and nameplate capacity of each generator served by the unit. If the unit is subject to a program, then the facility (source) is also subject. (For units subject to the NO_x Budget Trading Program, a separate "Account Certificate of Representation" form must be submitted to meet requirements under that program.)

Applicable Program(s): ~ Acid Rain ~ CAIR NO_x Annual ~ CAIR SO₂ ~ CAIR NO_x Ozone Season

Unit ID# GT-3	Unit Type CT	Source Category Electric Utility	Generator ID Number (Maximum 8 characters) GT-3	Acid Rain Nameplate Capacity (MW _e) 46	CAIR Nameplate Capacity (MW _e) 46
Date unit began (or will begin) serving any generator producing electricity for sale (including test generation) (mm/dd/yyyy): 03/27/2003		Check One: Actual <input checked="" type="checkbox"/> Projected <input type="checkbox"/>			
Company Name: Grand Island Utilities Department					
Company Name:					
Company Name:					
Company Name:					
Company Name:					

Facility (Source) Name (from Step 1) C.W. Burdick Generating Station

STEP 5: Read the appropriate certification statements, sign, and date.

Acid Rain Program

I certify that I was selected as the designated representative or alternate designated representative (as applicable) by an agreement binding on the owners and operators of the affected source and each affected unit at the source (i.e., the source and each unit subject to the Acid Rain Program, as indicated in "Applicable Program(s)" in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the Acid Rain Program on behalf of the owners and operators of the affected source and each affected unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions.

I certify that the owners and operators of the affected source and each affected unit at the source shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.

Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, an affected unit, or where a utility or industrial customer purchases power from an affected unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

I have given a written notice of my selection as the designated representative or alternate designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the affected source and each affected unit at the source; and

Allowances, and proceeds of transactions involving allowances, will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of allowances, allowances and proceeds of transactions involving allowances will be deemed to be held or distributed in accordance with the contract.

Clean Air Interstate Rule (CAIR) NO_x Annual Trading Program

I certify that I was selected as the CAIR designated representative or alternate CAIR designated representative (as applicable), by an agreement binding on the owners and operators of the CAIR NO_x source and each CAIR NO_x unit at the source (i.e., the source and each unit subject to the CAIR NO_x Annual Trading Program, as indicated in "Applicable Program(s)" in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the CAIR NO_x Annual Trading Program on behalf of the owners and operators of the CAIR NO_x source and each CAIR NO_x unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions.

I certify that the owners and operators of the CAIR NO_x source and each CAIR NO_x unit at the source shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.

Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, a CAIR NO_x unit, or where a utility or industrial customer purchases power from a CAIR NO_x unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

I have given a written notice of my selection as the CAIR designated representative or alternate CAIR designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the CAIR NO_x source and each CAIR NO_x unit at the source; and

CAIR NO_x allowances and proceeds of transactions involving CAIR NO_x allowances will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of CAIR NO_x allowances by contract, CAIR NO_x allowances and proceeds of transactions involving CAIR NO_x allowances will be deemed to be held or distributed in accordance with the contract.

Facility (Source) Name (from Step 1) C.W. Burdick Generating Station
--

Clean Air Interstate Rule (CAIR) SO₂ Trading Program

I certify that I was selected as the CAIR designated representative or alternate CAIR designated representative (as applicable), by an agreement binding on the owners and operators of the CAIR SO₂ source and each CAIR SO₂ unit at the source (i.e., the source and each unit subject to the SO₂ Trading Program, as indicated in "Applicable Program(s)" in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the CAIR SO₂ Trading Program, on behalf of the owners and operators of the CAIR SO₂ source and each CAIR SO₂ unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions.

I certify that the owners and operators of the CAIR SO₂ source and each CAIR SO₂ unit at the source shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.

Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, a CAIR SO₂ unit, or where a utility or industrial customer purchases power from a CAIR SO₂ unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

I have given a written notice of my selection as the CAIR designated representative or alternate CAIR designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the CAIR SO₂ source and each CAIR SO₂ unit at the source; and

CAIR SO₂ allowances and proceeds of transactions involving CAIR SO₂ allowances will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of CAIR SO₂ allowances by contract, CAIR SO₂ allowances and proceeds of transactions involving CAIR SO₂ allowances will be deemed to be held or distributed in accordance with the contract.

Clean Air Interstate Rule (CAIR) NO_x Ozone Season Trading Program

I certify that I was selected as the CAIR designated representative or alternate CAIR designated representative (as applicable), by an agreement binding on the owners and operators of the CAIR NO_x Ozone Season source and each CAIR NO_x Ozone Season unit at the source (i.e., the source and each unit subject to the CAIR NO_x Ozone Season Trading Program, as indicated in "Applicable Program(s)" in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the CAIR NO_x Ozone Season Trading Program on behalf of the owners and operators of the CAIR NO_x Ozone Season source and each CAIR NO_x Ozone Season unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions.

I certify that the owners and operators of the CAIR NO_x Ozone Season source and each CAIR NO_x Ozone Season unit shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.

Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, a CAIR NO_x Ozone Season unit, or where a utility or industrial customer purchases power from a CAIR NO_x Ozone Season unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

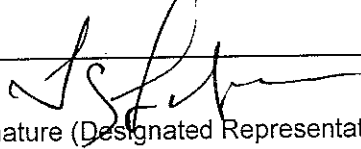

I have given a written notice of my selection as the CAIR designated representative or alternate CAIR designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the CAIR NO_x Ozone Season source and each CAIR NO_x Ozone Season unit; and

CAIR NO_x Ozone Season allowances and proceeds of transactions involving CAIR NO_x Ozone Season allowances will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of CAIR NO_x Ozone Season allowances by contract, CAIR NO_x Ozone Season allowances and proceeds of transactions involving CAIR NO_x Ozone Season allowances will be deemed to be held or distributed in accordance with the contract.

Facility (Source) Name (from Step 1) C.W. Burdick Generating Station

General

I am authorized to make this submission on behalf of the owners and operators of the source or units for which the submission is made. I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment.

 Signature (Designated Representative)	Date 4-15-11
 Signature (Alternate Designated Representative)	Date 4-15-11



Instructions for the Certificate of Representation

Note: The Certificate of Representation information can be submitted online through the CAMD Business System (CBS) at <https://camd.epa.gov/cbs/index.cfm>. You must have a user ID and password. If you need a user ID and password, or if you have questions about CBS, contact Laurel DeSantis at desantis.laurel@epa.gov or (202) 343-9191, or Alex Salpeter at salpeter.alex@epa.gov or (202) 343-9157.

Any reference in these instructions to the Designated Representative means the Acid Rain Designated Representative and/or CAIR Designated Representative, as applicable. Any reference to the Alternate Designated Representative means the Alternate Acid Rain Designated Representative and/or the Alternate CAIR Designated Representative, as applicable. As reflected in this form, the Acid Rain Designated Representative, the CAIR Designated Representative for a facility (source) must be the same individual, and the Alternate Acid Rain Designated Representative and the Alternate CAIR Designated Representative for a facility (source) must be the same individual.

Please type or print. Submit one copy of page 2 for each unit subject to the Acid Rain Program or a CAIR Trading Program at the facility (source), and indicate the page order and total number of pages (e.g., 1 of 4, 2 of 4, etc.) in the boxes in the upper right hand corner of page 2. **A Certificate of Representation amending an earlier submission supersedes the earlier submission in its entirety and must therefore always be complete.** Submit one Certificate of Representation form with original signature(s). **NO FIELDS SHOULD BE LEFT BLANK.** For assistance, contact Laurel DeSantis at desantis.laurel@epa.gov or (202) 343-9191.

STEP 1

(i) A Plant Code is a 4 or 5 digit number assigned by the Department of Energy's (DOE) Energy Information Administration (EIA) to facilities that generate electricity. For older facilities, "Plant Code" is synonymous with "ORISPL" and "Facility" codes. If the facility generates electricity but no Plant Code has been assigned, or if there is uncertainty regarding what the Plant Code is, contact EIA at (202) 586-1029. For facilities that do not produce electricity, use the facility identifier assigned by EPA (beginning with "88"). If the facility does not produce electricity and has not been assigned a facility identifier, contact Laurel DeSantis at desantis.laurel@epa.gov or (202) 343-9191.

(ii) Enter the latitude and longitude representing the location of the facility in degree decimal format.

Note that coordinates **MUST** be submitted in decimal degree format; in this format minutes and seconds are represented as a decimal fraction of one degree. Therefore, coordinates containing degrees, minutes, and seconds must first be converted using the formula:

$$\text{decimal degrees} = \text{degrees} + (\text{minutes} / 60) + (\text{seconds} / 3600)$$

Example:

$$39 \text{ degrees, } 15 \text{ minutes, } 25 \text{ seconds} = 39 + (15 / 60) + (25 / 3600) = 39.2569 \text{ degrees}$$

STEPS 2 & 3

The Designated Representative and the Alternate Designated Representative must be individuals (i.e., natural persons) and cannot be a company. Enter the company name and address of the representative as it should appear on all correspondence. If an email address is provided, most correspondence will be emailed. **Although not required, EPA strongly encourages owners and operators to designate an Alternate Designated Representative to act on behalf of the Designated Representative.**

STEP 4

(i) Complete one page for each unit subject to the Acid Rain Program or a CAIR Trading Program, and indicate the program(s) to which the unit is subject. (For units subject to the NO_x Budget Trading Program, a separate "Account Certificate of Representation" form must be submitted to meet requirements under that program.) Identify each unit at the facility by providing the appropriate unit identification number, consistent with the identifiers used in previously submitted Certificates of Representation (if applicable) and with submissions made to DOE and/or EIA. Do not list duct burners. For new units without identification numbers, owners and operators must assign identifiers consistent with EIA and DOE requirements. Each submission to EPA that includes the unit identification number(s) (e.g., monitoring plans and quarterly reports) should reference those unit identification numbers in exactly the same way that they are referenced on the Certificate of Representation. Do not identify units that are not subject to the above-listed programs but are part of a common monitoring configuration with a unit that is subject to any of these programs. To identify units in a common monitoring configuration that are not subject to any of these programs, call the CAMD Hotline at (202) 343-9620, and leave a message under the "CEMS" submenu.

(ii) Identify the type of unit using one of the following abbreviations:

<u>Boilers</u>	<u>Boilers</u>	<u>Turbines</u>
AF Arch-fired boiler	OB Other boiler	CC Combined cycle
BFB Bubbling fluidized bed boiler	PFB Pressurized fluidized bed boiler	CT Combustion turbine
C Cyclone boiler	S Stoker	OT Other turbine
CB Cell burner boiler	T Tangentially-fired boiler	<u>Others</u>
CFB Circulating fluidized bed boiler	WBF Wet bottom wall-fired boiler	ICE Internal combustion engine
DB Dry bottom wall-fired boiler	WBT Wet bottom turbo-fired boiler	KLN Cement kiln
DTF Dry bottom turbo-fired boiler	WVF Wet bottom vertically-fired boiler	PRH Refinery process heater
DVF Dry bottom vertically-fired boiler		

If there is uncertainty about how a unit should be characterized, contact Robert Miller at miller.robertl@epa.gov or (202) 343-9077.

(iii) Indicate the source category description that most accurately describes the purpose for which the unit is operated by entering one of the following terms. If none of these descriptions applies to your unit, contact Robert Miller at miller.robertl@epa.gov or (202) 343-9077.

Automotive Stampings
Bulk Industrial Chemical
Cement Manufacturing
Cogeneration
Electric Utility

Industrial Boiler
Industrial Turbine
Institutional
Iron and Steel
Municipal Waste Combustor

Petroleum Refinery
Portland Cement Plant
Pulp and Paper Mill
Small Power Producer
Theme Park

(iv) Provide the primary North American Industrial Classification System (NAICS) code that most accurately describes the business type for which the unit is operated. If unknown, go to <http://www.census.gov> for guidance on how to determine the proper NAICS code for the unit.

(v) Enter the date the unit began (or will begin) serving any generator producing electricity for sale, including test generation. Enter this date and check the "actual" box for any unit that has begun to serve a generator producing electricity for sale as of the date of submission of this form. (This information should be provided even if the unit does not currently serve a generator producing electricity for sale.) For any unit that will begin, but has not begun as of the date of submission of this form, to serve a generator producing electricity for sale, estimate the future date on which the unit will begin to produce electricity for sale and check the "projected" box. When the actual date is established, revise the form accordingly by entering the actual date and checking the "actual" box. Enter "NA" if the unit has not ever served, is not currently serving, and is not projected to serve, a generator that producing electricity for sale. **You are strongly encouraged to use the CAMD Business System to update information regarding when a unit begins serving a generator producing electricity for sale.**

If you have questions regarding this portion of the form, contact Robert Miller at miller.robertl@epa.gov or (202) 343-9077.

(vi) For a unit subject to the Acid Rain Program or a CAIR Trading Program, that, as of the date of submission of this form, serves one or more generators (whether or not the generator produces electricity for sale), indicate the generator ID number and the nameplate capacity (in MWe) of each generator served by the unit. A unit serves a generator if it produces, or is able to produce, steam, gas, or other heated medium for generating electricity at that generator. For combined cycle units, report separately the nameplate capacities of the generators associated with the combustion turbine and the steam turbine. Please ensure that the generator ID numbers entered are consistent with those reported to the EIA.

The definitions of "nameplate capacity" under the Acid Rain Program and under the CAIR Program differ slightly. Therefore, for a unit subject to the Acid Rain Program and any CAIR Program, the nameplate capacity for the same generator under the Acid Rain Program and under the CAIR Program may differ in certain limited circumstances. Specifically, for a unit subject to the Acid Rain Program, the nameplate capacity of a generator, if listed in the National Allowance Database ("NADB"), is not affected by physical changes to the generator after initial installation that result in an increase in the maximum electrical generating output that the generator is capable of producing. Otherwise, for a unit subject to the Acid Rain Program or a CAIR Program, the nameplate capacity of a generator is affected by physical changes to the generator after initial installation that result in an increase in the maximum electrical generating output that the generator is capable of producing. In such a case, the higher maximum electrical generating output number in MWe should be reported in the nameplate capacity column. Enter "NA" if, as of the date of submission of this form, the unit does not serve a generator.

See the definition of "nameplate capacity" at 40 CFR 72.2, 96.102, 97.102, 96.202, 97.202, 96.302, and 97.302, as applicable. The NADB is located at the CAMD website at

<http://www.epa.gov/airmarkets/trading/allocations.html>. If you have questions regarding nameplate capacity, contact Robert Miller at miller.robertl@epa.gov or (202) 343-9077; if you have questions regarding the NADB, contact Craig Hillock at hillock.craig@epa.gov or (202) 343-9105.

(vii) Enter the company name of each owner and operator in the "Company Name" field. Indicate whether the company is the owner, operator, or both. For new units, if the operator of a unit has not yet been chosen, indicate that the owner is both the owner and operator and submit a revised form when the operator has been selected within 30 days of the effective date of the selection. EPA must be notified of changes to owners and operators within 30 days of the effective date of the change. **You are strongly encouraged to use the CAMD Business System to provide updated information on owners and operators.**

STEP 5

Read the appropriate certification statements, sign, and date.

Mail this form to:

For regular/certified mail:

U.S. Environmental Protection Agency
Clean Air Markets Division (6204J)
Attention: Designated Representative
1200 Pennsylvania Avenue, NW
Washington, DC 20460

For overnight mail:

U.S. Environmental Protection Agency
Clean Air Markets Division (6204J)
Attention: Designated Representative
1310 L Street, NW
Second Floor
Washington, DC 20005
(202) 343-9191

Submit this form prior to making any other submissions under the Acid Rain Program, CAIR NO_x Trading Program, CAIR SO₂ Trading Program, or CAIR NO_x Ozone Season Trading Program. Submit a revised Certificate of Representation when any information in the existing Certificate of Representation changes. **You are strongly encouraged to use the CAMD Business System to provide updated information.**

Paperwork Burden Estimate

The public reporting and record keeping burden for this collection of information is estimated to average 15 hours per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW., Washington, D.C. 20460. Include the OMB control number in any correspondence. **Do not send the completed form to this address.**



Certificate of Representation

Page 1

For more information, see instructions and 40 CFR 72.24; 40 CFR 96.113, 96.213, or 96.313, or a comparable state regulation under the Clean Air Interstate Rule (CAIR) NO_x Annual, SO₂, and NO_x Ozone Season Trading Programs or 40 CFR 97.113, 97.213, or 97.313.

This submission is: ☐ New ☒ Revised (revised submissions must be complete; see instructions)

FACILITY (SOURCE) INFORMATION

STEP 1
Provide information for the facility (source).

Facility (Source) Name Platte Generating Station		State NE	Plant Code 00059
County Name Hall			
Latitude 40.8550		Longitude -98.3494	

STEP 2
Enter requested information for the designated representative.

Name Timothy G. Luchsinger		Title Utilities Director
Company Name Grand Island Utilities Department		
Address P.O. Box 1968 Grand Island, NE 68802-1968		
Phone Number (308) 385-5444 x 280		Fax Number (308) 385-5488
E-mail address tluchsinger@grand-island.com		

STEP 3
Enter requested information for the alternate designated representative.

Name Emily C. Muth		Title Regulatory & Environmental Manager
Company Name Grand Island Utilities Department		
Address P.O. Box 1968 Grand Island, NE 68802-1968		
Phone Number (308) 385-5495		Fax Number (308) 385-5353
E-mail address emuth@giud.com		

Platte Generating Station

Facility (Source) Name (from Step 1)

UNIT INFORMATION

STEP 4: Complete one page for each unit located at the facility identified in STEP 1 (i.e., for each boiler, simple cycle combustion turbine, or combined cycle combustion turbine) Do not list duct burners. Indicate each program to which the unit is subject, and enter all other unit-specific information, including the name of each owner and operator of the unit and the generator ID number and nameplate capacity of each generator served by the unit. If the unit is subject to a program, then the facility (source) is also subject. (For units subject to the NO_x Budget Trading Program, a separate "Account Certificate of Representation" form must be submitted to meet requirements under that program.)

Applicable Program(s): ☐ Acid Rain ☐ CAIR NO_x Annual ☐ CAIR SO₂ ☐ CAIR NO_x Ozone Season

Unit ID#	Unit Type	Source Category	Electric Utility	Generator ID Number (Maximum 8 characters)	Acid Rain Nameplate Capacity (MWt)	CAIR Nameplate Capacity (MWt)
1	T	NAICS Code 22112		1	109.8	109.8
Date unit began (or will begin) serving any generator producing electricity for sale (including test generation) (mm/dd/yyyy): 08/01/1982						
Company Name: City of Grand Island Utilities Department				<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Operator		
Company Name:				<input type="checkbox"/> Owner <input type="checkbox"/> Operator		
Company Name:				<input type="checkbox"/> Owner <input type="checkbox"/> Operator		
Company Name:				<input type="checkbox"/> Owner <input type="checkbox"/> Operator		
Company Name:				<input type="checkbox"/> Owner <input type="checkbox"/> Operator		

Platte Generating Station
Facility (Source) Name (from Step 1)

STEP 5: Read the appropriate certification statements, sign, and date.

Acid Rain Program

I certify that I was selected as the designated representative or alternate designated representative (as applicable) by an agreement binding on the owners and operators of the affected source and each affected unit at the source (i.e., the source and each unit subject to the Acid Rain Program, as indicated in "Applicable Program(s)" in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the Acid Rain Program on behalf of the owners and operators of the affected source and each affected unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions.

I certify that the owners and operators of the affected source and each affected unit at the source shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.

Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, an affected unit, or where a utility or industrial customer purchases power from an affected unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

I have given a written notice of my selection as the designated representative or alternate designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the affected source and each affected unit at the source; and

Allowances, and proceeds of transactions involving allowances, will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of allowances, allowances and proceeds of transactions involving allowances will be deemed to be held or distributed in accordance with the contract.

Clean Air Interstate Rule (CAIR) NO_x Annual Trading Program

I certify that I was selected as the CAIR designated representative or alternate CAIR designated representative (as applicable), by an agreement binding on the owners and operators of the CAIR NO_x source and each CAIR NO_x unit at the source (i.e., the source and each unit subject to the CAIR NO_x Annual Trading Program, as indicated in "Applicable Program(s)" in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the CAIR NO_x Annual Trading Program on behalf of the owners and operators of the CAIR NO_x source and each CAIR NO_x unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions.

I certify that the owners and operators of the CAIR NO_x source and each CAIR NO_x unit at the source shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.

Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, a CAIR NO_x unit, or where a utility or industrial customer purchases power from a CAIR NO_x unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

I have given a written notice of my selection as the CAIR designated representative or alternate CAIR designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the CAIR NO_x source and each CAIR NO_x unit at the source; and

CAIR NO_x allowances and proceeds of transactions involving CAIR NO_x allowances will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of CAIR NO_x allowances by contract, CAIR NO_x allowances and proceeds of transactions involving CAIR NO_x allowances will be deemed to be held or distributed in accordance with the contract.

Platte Generating Station
Facility (Source) Name (from Step 1)

Clean Air Interstate Rule (CAIR) SO₂ Trading Program

I certify that I was selected as the CAIR designated representative or alternate CAIR designated representative (as applicable), by an agreement binding on the owners and operators of the CAIR SO₂ source and each CAIR SO₂ unit at the source (i.e., the source and each unit subject to the SO₂ Trading Program, as indicated in "Applicable Program(s)" in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the CAIR SO₂ Trading Program, on behalf of the owners and operators of the CAIR SO₂ source and each CAIR SO₂ unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions.

I certify that the owners and operators of the CAIR SO₂ source and each CAIR SO₂ unit at the source shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.

Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, a CAIR SO₂ unit, or where a utility or industrial customer purchases power from a CAIR SO₂ unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

I have given a written notice of my selection as the CAIR designated representative or alternate CAIR designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the CAIR SO₂ source and each CAIR SO₂ unit at the source; and

CAIR SO₂ allowances and proceeds of transactions involving CAIR SO₂ allowances will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of CAIR SO₂ allowances by contract, CAIR SO₂ allowances and proceeds of transactions involving CAIR SO₂ allowances will be deemed to be held or distributed in accordance with the contract.

Clean Air Interstate Rule (CAIR) NO_x Ozone Season Trading Program

I certify that I was selected as the CAIR designated representative or alternate CAIR designated representative (as applicable), by an agreement binding on the owners and operators of the CAIR NO_x Ozone Season source and each CAIR NO_x Ozone Season unit at the source (i.e., the source and each unit subject to the CAIR NO_x Ozone Season Trading Program, as indicated in "Applicable Program(s)" in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the CAIR NO_x Ozone Season Trading Program on behalf of the owners and operators of the CAIR NO_x Ozone Season source and each CAIR NO_x Ozone Season unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions.

I certify that the owners and operators of the CAIR NO_x Ozone Season source and each CAIR NO_x Ozone Season unit shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.

Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, a CAIR NO_x Ozone Season unit, or where a utility or industrial customer purchases power from a CAIR NO_x Ozone Season unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

I have given a written notice of my selection as the CAIR designated representative or alternate CAIR designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the CAIR NO_x Ozone Season source and each CAIR NO_x Ozone Season unit; and

CAIR NO_x Ozone Season allowances and proceeds of transactions involving CAIR NO_x Ozone Season allowances will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of CAIR NO_x Ozone Season allowances by contract, CAIR NO_x Ozone Season allowances and proceeds of transactions involving CAIR NO_x Ozone Season allowances will be deemed to be held or distributed in accordance with the contract.

Platte Generating Station
Facility (Source) Name (from Step 1)

Certificate of Representation - Page 5

General

I am authorized to make this submission on behalf of the owners and operators of the source or units for which the submission is made. I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment.

Signature (Designated Representative)	Date 4-15-11
Signature (Alternate Designated Representative)	Date 15 APR 11



Instructions for the Certificate of Representation

Note: The Certificate of Representation information can be submitted online through the CAMD Business System (CBS) at <https://camd.epa.gov/cbs/index.cfm>. You must have a user ID and password. If you need a user ID and password, or if you have questions about CBS, contact Laurel DeSantis at desantis.laurel@epa.gov or (202) 343-9191, or Alex Salpeter at salpeter.alex@epa.gov or (202) 343-9157.

Any reference in these instructions to the Designated Representative means the Acid Rain Designated Representative and/or CAIR Designated Representative, as applicable. Any reference to the Alternate Designated Representative means the Alternate Acid Rain Designated Representative and/or the Alternate CAIR Designated Representative, as applicable. As reflected in this form, the Acid Rain Designated Representative, the CAIR Designated Representative for a facility (source) must be the same individual, and the Alternate Acid Rain Designated Representative and the Alternate CAIR Designated Representative for a facility (source) must be the same individual.

Please type or print. Submit one copy of page 2 for each unit subject to the Acid Rain Program or a CAIR Trading Program at the facility (source), and indicate the page order and total number of pages (e.g., 1 of 4, 2 of 4, etc.) in the boxes in the upper right hand corner of page 2. **A Certificate of Representation amending an earlier submission supersedes the earlier submission in its entirety and must therefore always be complete.** Submit one Certificate of Representation form with original signature(s). **NO FIELDS SHOULD BE LEFT BLANK.** For assistance, contact Laurel DeSantis at desantis.laurel@epa.gov or (202) 343-9191.

STEP 1

(i) A Plant Code is a 4 or 5 digit number assigned by the Department of Energy's (DOE) Energy Information Administration (EIA) to facilities that generate electricity. For older facilities, "Plant Code" is synonymous with "ORISPL" and "Facility" codes. If the facility generates electricity but no Plant Code has been assigned, or if there is uncertainty regarding what the Plant Code is, contact EIA at (202) 586-1029. For facilities that do not produce electricity, use the facility identifier assigned by EPA (beginning with "88"). If the facility does not produce electricity and has not been assigned a facility identifier, contact Laurel DeSantis at desantis.laurel@epa.gov or (202) 343-9191.

(ii) Enter the latitude and longitude representing the location of the facility in degree decimal format.

Note that coordinates **MUST** be submitted in decimal degree format; in this format minutes and seconds are represented as a decimal fraction of one degree. Therefore, coordinates containing degrees, minutes, and seconds must first be converted using the formula:

$$\text{decimal degrees} = \text{degrees} + (\text{minutes} / 60) + (\text{seconds} / 3600)$$

Example:

$$39 \text{ degrees, } 15 \text{ minutes, } 25 \text{ seconds} = 39 + (15 / 60) + (25 / 3600) = 39.2569 \text{ degrees}$$

STEPS 2 & 3

The Designated Representative and the Alternate Designated Representative must be individuals (i.e., natural persons) and cannot be a company. Enter the company name and address of the representative as it should appear on all correspondence. If an email address is provided, most correspondence will be emailed. **Although not required, EPA strongly encourages owners and operators to designate an Alternate Designated Representative to act on behalf of the Designated Representative.**

STEP 4

(i) Complete one page for each unit subject to the Acid Rain Program or a CAIR Trading Program, and indicate the program(s) to which the unit is subject. (For units subject to the NO_x Budget Trading Program, a separate "Account Certificate of Representation" form must be submitted to meet requirements under that program.) Identify each unit at the facility by providing the appropriate unit identification number, consistent with the identifiers used in previously submitted Certificates of Representation (if applicable) and with submissions made to DOE and/or EIA. Do not list duct burners. For new units without identification numbers, owners and operators must assign identifiers consistent with EIA and DOE requirements. Each submission to EPA that includes the unit identification number(s) (e.g., monitoring plans and quarterly reports) should reference those unit identification numbers in exactly the same way that they are referenced on the Certificate of Representation. Do not identify units that are not subject to the above-listed programs but are part of a common monitoring configuration with a unit that is subject to any of these programs. To identify units in a common monitoring configuration that are not subject to any of these programs, call the CAMD Hotline at (202) 343-9620, and leave a message under the "CEMS" submenu.

(ii) Identify the type of unit using one of the following abbreviations:

<u>Boilers</u>	<u>Boilers</u>	<u>Turbines</u>
AF Arch-fired boiler	OB Other boiler	CC Combined cycle
BFB Bubbling fluidized bed boiler	PFB Pressurized fluidized bed boiler	CT Combustion turbine
C Cyclone boiler	S Stoker	OT Other turbine
CB Cell burner boiler	T Tangentially-fired boiler	<u>Others</u>
CFB Circulating fluidized bed boiler	WBF Wet bottom wall-fired boiler	ICE Internal combustion engine
DB Dry bottom wall-fired boiler	WBT Wet bottom turbo-fired boiler	KLN Cement kiln
DTF Dry bottom turbo-fired boiler	WVF Wet bottom vertically-fired boiler	PRH Refinery process heater
DVF Dry bottom vertically-fired boiler		

If there is uncertainty about how a unit should be characterized, contact Robert Miller at miller.robertl@epa.gov or (202) 343-9077.

(iii) Indicate the source category description that most accurately describes the purpose for which the unit is operated by entering one of the following terms. If none of these descriptions applies to your unit, contact Robert Miller at miller.robertl@epa.gov or (202) 343-9077.

Automotive Stampings
Bulk Industrial Chemical
Cement Manufacturing
Cogeneration
Electric Utility

Industrial Boiler
Industrial Turbine
Institutional
Iron and Steel
Municipal Waste Combustor

Petroleum Refinery
Portland Cement Plant
Pulp and Paper Mill
Small Power Producer
Theme Park

(iv) Provide the primary North American Industrial Classification System (NAICS) code that most accurately describes the business type for which the unit is operated. If unknown, go to <http://www.census.gov> for guidance on how to determine the proper NAICS code for the unit.

(v) Enter the date the unit began (or will begin) serving any generator producing electricity for sale, including test generation. Enter this date and check the "actual" box for any unit that has begun to serve a generator producing electricity for sale as of the date of submission of this form. (This information should be provided even if the unit does not currently serve a generator producing electricity for sale.) For any unit that will begin, but has not begun as of the date of submission of this form, to serve a generator producing electricity for sale, estimate the future date on which the unit will begin to produce electricity for sale and check the "projected" box. When the actual date is established, revise the form accordingly by entering the actual date and checking the "actual" box. Enter "NA" if the unit has not ever served, is not currently serving, and is not projected to serve, a generator that producing electricity for sale. **You are strongly encouraged to use the CAMD Business System to update information regarding when a unit begins serving a generator producing electricity for sale.**

If you have questions regarding this portion of the form, contact Robert Miller at miller.robertl@epa.gov or (202) 343-9077.

(vi) For a unit subject to the Acid Rain Program or a CAIR Trading Program, that, as of the date of submission of this form, serves one or more generators (whether or not the generator produces electricity for sale), indicate the generator ID number and the nameplate capacity (in MWe) of each generator served by the unit. A unit serves a generator if it produces, or is able to produce, steam, gas, or other heated medium for generating electricity at that generator. For combined cycle units, report separately the nameplate capacities of the generators associated with the combustion turbine and the steam turbine. Please ensure that the generator ID numbers entered are consistent with those reported to the EIA.

The definitions of "nameplate capacity" under the Acid Rain Program and under the CAIR Program differ slightly. Therefore, for a unit subject to the Acid Rain Program and any CAIR Program, the nameplate capacity for the same generator under the Acid Rain Program and under the CAIR Program may differ in certain limited circumstances. Specifically, for a unit subject to the Acid Rain Program, the nameplate capacity of a generator, if listed in the National Allowance Database ("NADB"), is not affected by physical changes to the generator after initial installation that result in an increase in the maximum electrical generating output that the generator is capable of producing. Otherwise, for a unit subject to the Acid Rain Program or a CAIR Program, the nameplate capacity of a generator is affected by physical changes to the generator after initial installation that result in an increase in the maximum electrical generating output that the generator is capable of producing. In such a case, the higher maximum electrical generating output number in MWe should be reported in the nameplate capacity column. Enter "NA" if, as of the date of submission of this form, the unit does not serve a generator.

See the definition of "nameplate capacity" at 40 CFR 72.2, 96.102, 97.102, 96.202, 97.202, 96.302, and 97.302, as applicable. The NADB is located at the CAMD website at

<http://www.epa.gov/airmarkets/trading/allocations.html>. If you have questions regarding nameplate capacity, contact Robert Miller at miller.robertl@epa.gov or (202) 343-9077; if you have questions regarding the NADB, contact Craig Hillock at hillock.craig@epa.gov or (202) 343-9105.

(vii) Enter the company name of each owner and operator in the "Company Name" field. Indicate whether the company is the owner, operator, or both. For new units, if the operator of a unit has not yet been chosen, indicate that the owner is both the owner and operator and submit a revised form when the operator has been selected within 30 days of the effective date of the selection. EPA must be notified of changes to owners and operators within 30 days of the effective date of the change. **You are strongly encouraged to use the CAMD Business System to provide updated information on owners and operators.**

STEP 5

Read the appropriate certification statements, sign, and date.

Mail this form to:

For regular/certified mail:

U.S. Environmental Protection Agency
Clean Air Markets Division (6204J)
Attention: Designated Representative
1200 Pennsylvania Avenue, NW
Washington, DC 20460

For overnight mail:

U.S. Environmental Protection Agency
Clean Air Markets Division (6204J)
Attention: Designated Representative
1310 L Street, NW
Second Floor
Washington, DC 20005
(202) 343-9191

Submit this form prior to making any other submissions under the Acid Rain Program, CAIR NO_x Trading Program, CAIR SO₂ Trading Program, or CAIR NO_x Ozone Season Trading Program. Submit a revised Certificate of Representation when any information in the existing Certificate of Representation changes. **You are strongly encouraged to use the CAMD Business System to provide updated information.**

Paperwork Burden Estimate

The public reporting and record keeping burden for this collection of information is estimated to average 15 hours per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW., Washington, D.C. 20460. Include the OMB control number in any correspondence. **Do not send the completed form to this address.**

Title 40: Protection of Environment
PART 72—PERMITS REGULATION

Subpart B—Designated Representative

§ 72.20 Authorization and responsibilities of the designated representative.

- (a) Except as provided under §72.22, each affected source, including all affected units at the source, shall have one and only one designated representative, with regard to all matters under the Acid Rain Program concerning the source or any affected unit at the source.
- (b) Upon receipt by the Administrator of a complete certificate of representation, the designated representative of the source shall represent and, by his or her representations, actions, inactions, or submissions, legally bind each owner and operator of the affected source represented and each affected unit at the source in all matters pertaining to the Acid Rain Program, notwithstanding any agreement between the designated representative and such owners and operators. The owners and operators shall be bound by any order issued to the designated representative by the Administrator, the permitting authority, or a court.
- (c) The designated representative shall be selected and act in accordance with the certifications set forth in §72.24(a) (4), (5), (7), and (9).
- (d) No Acid Rain permit shall be issued to an affected source, nor shall any allowance transfer be recorded for an Allowance Tracking System account of an affected unit at a source, until the Administrator has received a complete certificate of representation for the designated representative of the source and the affected units at the source.

[58 FR 3650, Jan. 11, 1993, as amended at 71 FR 25378, Apr. 28, 2006]

§ 72.21 Submissions.

- (a) Each submission under the Acid Rain Program shall be submitted, signed, and certified by the designated representative for all sources on behalf of which the submission is made.
- (b) In each submission under the Acid Rain Program, the designated representative shall certify, by his or her signature:
- (1) The following statement, which shall be included verbatim in such submission: “I am authorized to make this submission on behalf of the owners and operators of the source or units for which the submission is made.”
- (2) The following statement, which shall be included verbatim in such submission: “I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am

aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment.”

(c) The Administrator and the permitting authority shall accept or act on a submission made on behalf of owners or operators of an affected source and an affected unit only if the submission has been made, signed, and certified in accordance with paragraphs (a) and (b) of this section.

(d)(1) The designated representative of a source shall serve notice on each owner and operator of the source and of an affected unit at the source:

(i) By the date of submission, of any Acid Rain Program submissions by the designated representative and

(ii) Within 10 business days of receipt of a determination, of any written determination by the Administrator or the permitting authority,

(iii) Provided that the submission or determination covers the source or the unit.

(2) The designated representative of a source shall provide each owner and operator of an affected unit at the source a copy of any submission or determination under paragraph (d)(1) of this section, unless the owner or operator expressly waives the right to receive such a copy.

(e) The provisions of this section shall apply to a submission made under parts 73, 74, 75, 76, 77, and 78 of this chapter only if it is made or signed or required to be made or signed, in accordance with parts 73, 74, 75, 76, 77, and 78 of this chapter, by:

(1) The designated representative; or

(2) The authorized account representative or alternate authorized account representative of a compliance account.

[58 FR 3650, Jan. 11, 1993, as amended at 60 FR 17113, Apr. 4, 1995; 70 FR 25334, May 12, 2005]

§ 72.22 Alternate designated representative.

(a) The certificate of representation may designate one and only one alternate designated representative, who may act on behalf of the designated representative. The agreement by which the alternate designated representative is selected shall include a procedure for the owners and operators of the source and affected units at the source to authorize the alternate designated representative to act in lieu of the designated representative.

(b) Upon receipt by the Administrator of a complete certificate of representation that meets the requirements of §72.24 (including those applicable to the alternate designated representative), any representation, action, inaction, or submission by the alternate designated representative shall be deemed to be an action, representation, or failure to act by the designated representative.

(c) In the event of a conflict, any action taken by the designated representative shall take precedence over any action taken by the alternate designated representative if, in the Administrator's judgement, the actions are concurrent and conflicting.

(d) Except in this section, §72.23, and §72.24, whenever the term “designated representative” is used under the Acid Rain Program, the term shall be construed to include the alternate designated representative.

(e)(1) Notwithstanding paragraph (a) of this section, the certification of representation may designate two alternate designated representatives for a unit if:

(i) The unit and at least one other unit, which are located in two or more of the contiguous 48 States or the District of Columbia, each have a utility system that is a subsidiary of the same company; and

(ii) The designated representative for the units under paragraph (e)(1)(i) of this section submits a NO_xaveraging plan under §76.11 of this chapter that covers such units and is approved by the permitting authority, *provided* that the approved plan remains in effect.

(2) Except in this paragraph (e), whenever the term “alternate designated representative” is used under the Acid Rain Program, the term shall be construed to include either of the alternate designated representatives authorized under this paragraph (e). Except in this section, §72.23, and §72.24, whenever the term “designated representative” is used under the Acid Rain Program, the term shall be construed to include either of the alternate designated representatives authorized under this paragraph (e).

[58 FR 3650, Jan. 11, 1993, as amended at 62 FR 55480, Oct. 24, 1997; 71 FR 25378, Apr. 28, 2006]

§ 72.23 Changing the designated representative, alternate designated representative; changes in the owners and operators.

(a) *Changing the designated representative.* The designated representative may be changed at any time upon receipt by the Administrator of a superseding complete certificate of representation. Notwithstanding any such change, all representations, actions, inactions, and submissions by the previous designated representative prior to the time and date when the Administrator receives the superseding certificate of representation shall be binding on the new designated representative and on the owners and operators of the source represented and the affected units at the source.

(b) *Changing the alternate designated representative.* The alternate designated representative may be changed at any time upon receipt by the Administrator of a superseding complete certificate of representation. Notwithstanding any such change, all representations, actions, inactions, and submissions by the previous alternate designated representative prior to the time and date when the Administrator receives the superseding certificate of representation shall be binding on the new alternate designated representative and on the owners and operators of the source represented and the affected units at the source.

(c) *Changes in the owners and operators.* (1) In the event an owner or operator of an affected source or an affected unit is not included in the list of owners and operators submitted in the certificate of representation, such owner or operator shall be deemed to be subject to and bound by the certificate of representation, the representations, actions, inactions, and submissions of the designated representative and any alternative designated representative of the source or unit, and the decisions, actions, and inactions of the Administrator and permitting authority, as if the owner or operator were included in such list.

(2) Within 30 days following any change in the owners and operators of an affected unit, including the addition of a new owner or operator, the designated representative or any alternative designated representative shall submit a revision to the certificate of representation amending the list of owners and operators to include the change.

[58 FR 3650, Jan. 11, 1993, as amended at 71 FR 25378, Apr. 28, 2006]

§ 72.24 Certificate of representation.

(a) A complete certificate of representation for a designated representative or an alternate designated representative shall include the following elements in a format prescribed by the Administrator:

(1) Identification of the affected source and each affected unit at the source for which the certificate of representation is submitted, including identification and nameplate capacity of each generator served by each such unit.

(2) The name, address, and telephone and facsimile numbers of the designated representative and any alternate designated representative.

(3) A list of the owners and operators of the affected source and of each affected unit at the source.

(4) The following statement: "I certify that I was selected as the 'designated representative' or 'alternate designated representative,' as applicable, by an agreement binding on the owners and operators of the affected source and each affected unit at the source."

(5) [Reserved]

(6) The following statement: "I certify that I have all necessary authority to carry out my duties and responsibilities under the Acid Rain Program on behalf of the owners and operators of the affected source and of each affected unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions."

(7) [Reserved]

(8) The following statement: “I certify that the owners and operators of the affected source and of each affected unit at the source shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.”

(9) The following statement: “Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, an affected unit, or where a utility or industrial customer purchases power from an affected unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

(i) “I have given a written notice of my selection as the ‘designated representative’ or ‘alternate designated representative’, as applicable, and of the agreement by which I was selected to each owner and operator of the affected source and of each affected unit at the source; and

(ii) “Allowances and proceeds of transactions involving allowances will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of allowances by contract, that allowances and the proceeds of transactions involving allowances will be deemed to be held or distributed in accordance with the contract.”

(10) [Reserved]

(11) The signature of the designated representative and any alternate designated representative who is authorized in the certificate of representation and the date signed.

(b) Unless otherwise required by the Administrator or the permitting authority, documents of agreement or notice referred to in the certificate of representation shall not be submitted to the Administrator or the permitting authority. Neither the Administrator nor the permitting authority shall be under any obligation to review or evaluate the sufficiency of such documents, if submitted.

[58 FR 3650, Jan. 11, 1993, as amended at 62 FR 55480, Oct. 24, 1997; 71 FR 25378, Apr. 28, 2006; 70 FR 25334, May 12, 2005; 72 FR 59205, Oct. 19, 2007]

§ 72.25 Objections.

(a) Once a complete certificate of representation has been submitted in accordance with §72.24, the Administrator will rely on the certificate of representation unless and until a superseding complete certificate is received by the Administrator.

(b) Except as provided in §72.23, no objection or other communication submitted to the Administrator or the permitting authority concerning the authorization, or any representation, action, inaction, or submission, of the designated representative shall affect any representation, action, inaction, or submission of the designated representative, or the finality of any decision by the Administrator or permitting authority, under the Acid Rain Program. In the event of such communication, the Administrator and the permitting authority are not required to stay any allowance transfer, any submission, or the effect of any action or inaction under the Acid Rain Program.

(c) Neither the Administrator nor any permitting authority will adjudicate any private legal dispute concerning the authorization or any submission, action, or inaction of any designated representative, including private legal disputes concerning the proceeds of allowance transfers.

[58 FR 3650, Jan. 11, 1993, as amended at 62 FR 55480, Oct. 24, 1997; 71 FR 25378, Apr. 28, 2006]

§ 72.26 Delegation by designated representative and alternate designated representative.

(a) A designated representative may delegate, to one or more natural persons, his or her authority to make an electronic submission (in a format prescribed by the Administrator) to the Administrator provided for or required under this part and parts 73 through 77 of this chapter.

(b) An alternate designated representative may delegate, to one or more natural persons, his or her authority to make an electronic submission (in a format prescribed by the Administrator) to the Administrator provided for or required under this part and parts 73 through 77 of this chapter.

(c) In order to delegate authority to make an electronic submission to the Administrator in accordance with paragraph (a) or (b) of this section, the designated representative or alternate designated representative, as appropriate, must submit to the Administrator a notice of delegation, in a format prescribed by the Administrator, that includes the following elements:

(1) The name, address, e-mail address, telephone number, and facsimile transmission number (if any) of such designated representative or alternate designated representative;

(2) The name, address, e-mail address, telephone number, and facsimile transmission number (if any) of each such natural person (referred to as an “agent”);

(3) For each such natural person, a list of the type or types of electronic submissions under paragraph (a) or (b) of this section for which authority is delegated to him or her; and

(4) The following certification statements by such designated representative or alternate designated representative, as appropriate:

(i) “I agree that any electronic submission to the Administrator that is by an agent identified in this notice of delegation and of a type listed for such agent in this notice of delegation and that is made when I am a designated representative or alternate designated representative, as appropriate, and before this notice of delegation is superseded by another notice of delegation under 40 CFR 72.26(d) shall be deemed to be an electronic submission by me.”

(ii) “Until this notice of delegation is superseded by another notice of delegation under 40 CFR 72.26(d), I agree to maintain an e-mail account and to notify the Administrator immediately of any change in my e-mail address unless all delegation of authority by me under 40 CFR 72.26 is terminated.”

(d) A notice of delegation submitted under paragraph (c) of this section shall be effective, with regard to the designated representative or alternate designated representative identified in such notice, upon receipt of such notice by the Administrator and until receipt by the Administrator of a superseding notice of delegation submitted by such designated representative or alternate designated representative, as appropriate. The superseding notice of delegation may replace any previously identified agent, add a new agent, or eliminate entirely any delegation of authority.

(e) Any electronic submission covered by the certification in paragraph (c)(4)(i) of this section and made in accordance with a notice of delegation effective under paragraph (d) of this section shall be deemed to be an electronic submission by the designated representative or alternate designated representative submitting such notice of delegation.

[71 FR 25378, Apr. 28, 2006]

REPRESENTATION AGREEMENT

This Representation Agreement is made on this 26^h day of April, 2011 by and between the City of Grand Island, Nebraska, a municipal corporation (CITY), Timothy G. Luchsinger ("MR. LUCHSINGER") and Emily C. Muth ("MS. MUTH).

WITNESSETH:

WHEREAS, City is the owner and operator of Platte Generating Station and C.W. Burdick Power Station ("UNITS");

WHEREAS, the UNITS are subject to regulation under the Clean Air Act Acid Rain Program, as amended;

WHEREAS, MR. LUCHSINGER is employed by the CITY as Utilities Director;

WHEREAS, Ms. MUTH is employed by the CITY as the Regulatory and Environmental Manager.

NOW, THEREFORE, in consideration of the premises, the covenants herinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1 Designated Representative.

Pursuant to the Clean Air Act, as amended, the CITY hereby appoints MR. LUCHSINGER as its Designated Representative for the UNITS. MR. LUCHSINGER hereby agrees to act as CITY's Designated Representative for the UNITS.

SECTION 2 Duties of the Designated Representative.

CITY authorizes MR. LUCHSINGER to fulfill the duties placed on CITY's Designated Representative as such duties are defined in the Clean Air Act, as amended, and the implementing regulations promulgated thereunder by federal and state agencies. MR. LUCHSINGER agrees to fulfill these duties.

SECTION 3 Duties of the Alternate Designated Representative.

Pursuant to the Clean Air Act, as amended, CITY hereby appoints MS. MUTH to act as CITY's Alternate Designated Representative for the UNITS. MS. MUTH hereby agrees to act as CITY's Alternate Designated Representative.

SECTION 4 Duties of the Alternate Designated Representative.

CITY authorized MS. MUTH to fulfill the duties placed on CITY's Alternate Designated Representative as such duties are defined in the Clean Air Act, as amended, and the implementing regulations promulgated thereunder by federal and state agencies. MS. MUTH agrees to fulfill these duties.

SECTION 5 Procedures for the Alternate Designated Representative to Act in Lieu of the Designated Representative.

CITY hereby authorizes MR. LUCHSINGER to notify MS. MUTH either orally or in writing when he is unable to fulfill his duties as set forth in Section 2 for any reason, including, without limitation by enumeration, sickness, vacations, or business travel, and upon receipt of such notice, MS. MUTH shall fulfill MR. LUCHSINGER's Section 2 duties until such time as MR. LUCHSINGER notifies MS. MUTH (either orally or in writing) that he is able to resume his Section 2 duties. If MR. LUCHSINGER suddenly incapacitated and is unable to provide the notice required by this Section, (i) CITY authorizes MS. MUTH to assume MR. LUCHSINGER's Section 2 duties, (ii) MS. MUTH will either orally or in writing notify MR. LUCHSINGER of his actions, and (iii) MS. MUTH will continue to perform MR. LUCHSINGER's Section 2 duties until such time as MR. LUCHSINGER notifies MS. MUTH (either orally or in writing) that he is able to resume his section 2 duties.

SECTION 6. Certificate of Representation.

CITY authorizes MR. LUCHSINGER and MS. MUTH to submit a Certificate of Representation as provided by 40 C.F.R. §72.24 and 40 C.F.R. §60.4113. CITY further agrees to be bound by the certifications made by MR. LUCHSINGER and MS. MUTH in the submitted Certificate of Representation. MR. LUCHSINGER and MS. MUTH agree to promptly execute and file the Certificate of Representation.

SECTION 7. Liability.

CITY agrees to indemnify and hold harmless MR. LUCHSINGER and MS. MUTH for any personal liability that they may incur in their capacities as Designated Representative and Alternate Designated Representative, respectively, unless such liability is the product of personal dishonesty or fraud.

SECTION 8. Binding Effect.

This Agreement is binding on CITY in its capacity as the owner and operator of the UNITS.

SECTION 9 Termination

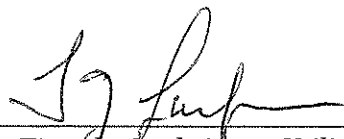
Any party may terminate this Agreement hereto at any time by giving notice of such termination in writing to the other parties. Termination of this Agreement by MR. LUCHSINGER or MS. MUTH shall not affect their employment status with the CITY. The CITY agrees to immediately file a Certificate of Representation selecting a new representative upon termination of this Agreement.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written above.

CITY OF GRAND ISLAND,
A Municipal Corporation

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

By:  _____
Timothy Luchsinger, Utilities Director

By:  _____
Emily Muth, Regulatory and
Environmental Manager

RESOLUTION 2011-97

WHEREAS, the City of Grand Island' Platte Generating Station and C. W. Burdick Power Station are subject to regulation under the Clean Air Act, as amended;

WHEREAS, in 1990, Congress instituted an expanded program of emission control, monitoring and reporting for major fossil burning facilities with passage of the Clean Air Act Amendments of 1990; and

WHEREAS, as a requirement of the Clean Air Act Amendments of 1990, an appointment of a "Designated Representative" is necessary to have control and responsibility for the enacted regulatory compliance process. It is further required that an "Alternate Designated Representative" be appointed to act in the event the Designated Representative is not available; and

WHEREAS, it would be in the best interest of the City to appoint Utilities Director Tim Luchsinger as the Designated Representative and Regulatory and Environmental Manager, Emily Muth as the Alternate Designated Representative.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the appointments of Utilities Director Timothy Luchsinger as Designated Representative and Regulatory and Environmental Manager Emily Muth at Alternate Designated Representative for the City of Grand Island, in compliance with the Clean Air Act and Environmental Protection Agency regulation are hereby approved.

BE IF FURTHER RESOLVED THAT the Mayor is hereby authorized and directed to execute the Representation Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2011	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G9

**#2011-98 - Approving Change Order No. 1 for Handicap Ramp
Project No. 2010-1**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: April 26, 2011

Subject: Approving Change Order No. 1 for Handicap Ramp
Project No. 2010-1

Item #'s: G-9

Presenter(s): John Collins, Public Works Director

Background

The Diamond Engineering Company, of Grand Island, Nebraska was awarded a \$169,331.42 contract on February 8, 2011. The contract was for the installation of handicap ramps, in conjunction with street resurfacing in accordance with Federal ADA (Americans with Disabilities Act) regulations.

Discussion

During the installation of the handicap ramps the sidewalk, pavement and integral curb at the Locust Street and Fonner Park Road intersection was found to be thicker than anticipated. The concrete sidewalk at this location was found to be 6" thick, instead of the normal 4" thickness; while the concrete pavement was 9" thick rather than the 6" thickness most city streets have. The integral curb was then installed to match the existing curb that was part of the 9" pavement. This extra thickness was not included in the original request for bids.

The extra work adds a total cost of \$11,870.00 to the project. There are sufficient funds in account no. 10033506-85351.

Alternatives

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

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Handicap Ramp Project No. 2010-1.

Sample Motion

Move to approve the resolution.

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

CHANGE ORDER NUMBER 1

Date of Issuance: April 26, 2011

PROJECT: Handicap Ramp Project No. 2010-1

CONTRACTOR: The Diamond Engineering Company

CONTRACT DATE: February 8, 2011

During the installation of the handicap ramps the sidewalk, pavement and integral curb at the Locust Street and Fonner Park Road intersection was found to be thicker than anticipated. The concrete sidewalk at this location was found to be 6" thick, instead of the normal 4" thickness; while the concrete pavement was 9" thick rather than the 6" thickness most city streets have. The integral curb was then installed to match the existing curb that was part of the 9" pavement.

• Replace 50 square yards of 6" Portland Cement Concrete @ \$30.00/s.y.	\$1,500.00
• Remove 200 square yards of 9" Portland Cement Concrete @ \$6.85/s.y.	\$1,370.00
• Replace 200 square yards of 9" Portland Cement Concrete @ \$42.00/s.y.	\$8,400.00
• Install 150 linear feet of Integral Curb on 9" Portland Cement Concrete @ \$4.00/l.f.	\$ 600.00
	<u>\$11,870.00</u>

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

Contract Price Prior to This Change Order\$169,331.42

Net Increase/~~Decrease~~ Resulting from this Change Order\$ 11,870.00

Revised Contract Price Including this Change Order\$181,201.42

Approval Recommended:

By _____
John Collins, Public Works Director

Date _____

The Above Change Order Accepted:

The Diamond Engineering Company
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2011-98

WHEREAS, on February 8, 2011, by Resolution 2011-33, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$169,331.42 for Handicap Ramp Project No. 2010-1; and

WHEREAS, it has been determined that modifications to the work to be performed by The Diamond Engineering Company are necessary; and

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

WHEREAS, it is recommended that modifications to the work to be done by The Diamond Engineering Company are necessary; and

WHEREAS, the result of such modifications will increase the contract amount by \$11,870.00.

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 Diamond Engineering Company of Grand Island, Nebraska to provide the modifications set out as follows:

• Replace 50 square yards of 6" Portland Cement Concrete @ \$30.00/s.y.	\$1,500.00
• Remove 200 square yards of 9" Portland Cement Concrete @ \$6.85/s.y.	\$1,370.00
• Replace 200 square yards of 9" Portland Cement Concrete @ \$42.00/s.y.	\$8,400.00
• Install 150 linear feet of Integral Curb on 9" Portland Cement Concrete @ \$4.00/l.f.	\$ 600.00
	\$11,870.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2011	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G10

#2011-99 - Approving Closing of Elm Street Crossing at the Union Pacific Railroad

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Public Works Project Manager

Meeting: April 26, 2011

Subject: Approving Closing of Elm Street Crossing at the Union Pacific Railroad

Item #'s: G-10

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. "Silent" crossings will be created at Oak Street and Pine Street by constructing concrete medians and concrete curb to narrow the streets at the crossing approaches. Walnut Street will have a Wayside Horn System installed and concrete curb will be constructed to narrow the street.

As approved by Council Resolution 2011-64, March 8, 2011, the Elm Street railroad crossing, located on Union Pacific Railroad, Kearney Subdivision, Railroad Milepost 147.08, DOT # 817623U shall be closed as part of the Grand Island Quiet Zone Improvements Project. The limits of the street closure will be 25' south of the Eastbound Mainline Union Pacific Railroad Track and 25' north of Siding Track 703 as shown in Exhibit A.

The closure of Elm Street will not occur until planned improvements are completed at Walnut Street, Pine Street and Oak Street for the Grand Island Quiet Zone Improvements Project.

Public Works will develop agreements with Union Pacific Railroad (UPRR), the Nebraska Department of Roads (NDOR) and Gavilon dba Peavey Grain (Gavilon) to participate in the costs for the closure of Elm Street. UPRR will pay up to \$20,000 for actual closure costs. NDOR will pay \$5,000 for the closure and up to \$12,000 for actual closure costs. Gavilon will pay \$2,000 for the closure and up to \$13,000 for the actual

closure costs, including costs for engineering. It is anticipated that no City funds will be required to pay for the closure.

Discussion

In order for Public Works to proceed with development of agreements with UPRR, NDOR and Gavilon for their participation in costs for the closing of the Elm Street crossing, the City of Grand Island is required to adopt a resolution to close the crossing.

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 Council approve the resolution for closing Elm Street Crossing.

Sample Motion

Move to approve the resolution.



TRI-CITY SIGN CO.

AREA TO BE CLOSED

MEAD LUMBER

ELM STREET PLAZA

4TH STREET

ELM STREET

3RD STREET

EXHIBIT "A"

RESOLUTION 2011-99

WHEREAS, the Mayor and City Council of Grand Island has determined that it is in the best interest of the City to close a railroad crossing described as a public road crossing, located on Union Pacific Railroad, Kearney Subdivision, Railroad Milepost 147.08, DOT # 817623U at Elm Street in Grand Island; and

WHEREAS, the limits of the street closure shall be 25' south of the Eastbound Mainline Union Pacific Railroad Track and 25' north of Siding Track 703 as shown in Exhibit A; and

WHEREAS, the closure of Elm Street shall not occur until planned improvements are completed at Walnut Street, Pine Street and Oak Street for the Grand Island Quiet Zone Improvements project.

NOW, THEREFORE, BE IT RESOLVED the Mayor and City Council of Grand Island, agree to the permanent closure and vacation of the public crossing located on Elm Street in Grand Island on the Union Pacific Railroad, at DOT# 817623U at Railroad Milepost 147.08.

BE IT FURTHER RESOLVED, the City shall enter into an agreement with the Nebraska Department of Roads, with the Union Pacific Railroad, and with Gavilon dba Peavey Grain providing that:

1. The Union Pacific Railroad should pay the City \$20,000 upon receiving an invoice from the City in consideration for the permanent closure of the crossing and after the crossing is closed.
2. The State of Nebraska, Department of Roads (NDOR) should pay the City \$5,000 for the crossing closure, and will also pay the City an amount not to exceed \$12,000 towards the cost of the closure of DOT No. 817623U upon the City furnishing the State documentation of the costs.
3. Gavilon dba Peavey Grain should pay the City \$2,000 for the crossing closure, including costs for engineering. If the maximum contribution from NDOR is reached, Gavilon should also pay the City an amount not to exceed \$13,000 towards the cost of the closure, including costs for engineering, of DOT No. 817623U upon the City furnishing Gavilon documentation of the costs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
April 22, 2011 ☐ City Attorney



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G11

#2011-100 - Approving Wastewater Cost of Service Based Rate Study

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: John Henderson, Wastewater Engineering and Operations Superintendent

Meeting: April 26, 2011

Subject: Approving Waste Water Cost of Service Based Rate Study Report

Item #'s: G-11

Presenter(s): John Collins, P.E., Director of Public Works

Background

Agreement with Black & Veatch for Consulting Services regarding Treatment Capacity process alternatives and rate model work

An agreement with Black& Veatch of Kansas City, Missouri for engineering consulting services related to capacity process alternatives and rate model work was approved on April 13, 2010 and an updated report presented on April 5, 2011. The completion of this rate study was affected by many factors; the decision to not build the anaerobic digester complex, JBS Swift's decision to build its own wastewater treatment facility with its affect on revenue, and the completion of the May, 2010 comprehensive study that revealed the urgent need to address the collection system.

Wastewater Infrastructure

The sanitary sewer collection system has mains that have been in service for over a century with some mains in the downtown area dating back to the 1890's. The collection system contains almost 230 miles of sanitary sewer mains, 17 sewage lift stations and a wastewater treatment plant that is averaging 12 million gallons per day of flow. The division is a capital intensive operation because of the miles of pipeline to maintain and the gallons of wastewater needing treatment. While there have been substantial improvements made at the plant over the years, there are still many improvements that are needed in the future. Many parts of the plant date back to the original construction in 1964. It's critical that the plant has the capacity to accommodate growth in our community, and any new or expanded industry while continuing to meet environmental requirements for our discharge. Replacements, upgrades, and expansions at the plant will be a continuous and on-going process.

Rate Study

The Wastewater Division of the Public Works Department is an enterprise fund with no property tax dollars used to support the division. The entire budget comes from wastewater customers through sanitary sewer bills. The sewer bill for a residential customer is based on usage and standard strength for residential sewage. The sewer bill for commercial and industrial customers is based on usage plus an extra strength component. A cost of service based rate study looks at all costs for the operation and allocates those costs of service to the customer classes according to the costs of providing service. Rates are then designed to equitably cover those costs. It's important that each customer pay their "fair" share of the costs for the city to own and operate the collection system and the Wastewater Treatment Plant.

Discussion

The final waste water cost of service based rate study report is now complete and ready for council approval. The final report includes recommended rates for fiscal years 2012, 2013. It has been recommended that the first year of rate adjustments will come into effect January 1, 2012 with the second and third commencing on October 1, 2012 and October 1, 2013 in the following years, and will be considered by the council along with other city rates as part of the normal budget process. It is clear that there is a significant need for replacement of segments of the interceptors in the collection system and several capital items at the wastewater facility as outlined by the April 5th council presentation.

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

Public Works Administration recommends that the Council approve the final waste water cost of service based rate study report.

Sample Motion

Move to approve final waste water cost of service based rate study report.

RESOLUTION 2011-100

WHEREAS, at the April 5, 2011 City Council Study Session, representatives from the engineering consulting firm Black & Veatch Corporation of Kansas City, Missouri presented tables and allocations for a wastewater cost of services based rate study; and

WHEREAS, the final wastewater cost of service based rate study report has been finalized by Black & Veatch and is now complete; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the final Wastewater Cost Based Rate Study report as prepared by engineering consulting firm Black & Veatch Corporation of Kansas City, Missouri is hereby approved and adopted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2011	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G12

#2011-101 - Approving Juvenile Attention Center Interlocal Agreement with Hall County

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: April 26, 2011

Subject: Juvenile Attention Center Interlocal Agreement

Item #'s: G-12

Presenter(s): Steven Lamken, Police Chief

Background

The City and County have had an Interlocal Agreement where the County has provided a staff secure juvenile attention center for the holding of juveniles. The Center is staffed and used on an on call basis. The Interlocal provides for the City to pay the staff personnel costs of the adults monitoring the juveniles when the City places a juvenile at the Center. The reliability of finding on call staff has resulted in underuse of the Center. The County has arranged contracting with a vendor to provide staffing when needed at the Center. Staffing costs have changed and a new Interlocal is needed to address the changes.

Discussion

The Police Department comes into contact with juveniles who need to be held for one purpose or another for extended periods of time before a more permanent disposition can be arranged for the juvenile. These juveniles cannot be incarcerated or “locked up” in a secure detention facility or jail. The Police Department is responsible for the care and supervision of these juveniles until their status is resolved. This can take anywhere from one or two hours to as long as a day. This creates a serious drain on Police Department resources as it requires us to assign an officer to constantly monitor the juvenile. It is costly and removes an officer from being in-service for duty.

Hall County established a staff secure Juvenile Attention Center where such juveniles can be supervised and monitored by an adult. This is done at a County facility that has been set up for this specific purpose. The facility is used on an on call basis and is suppose to be available 24 hours a day. The City had an interlocal agreement with the County for use of the Center. The City was responsible for reimbursement of staff costs and the same conditions as set forth in the proposed interlocal.

Hall County Juvenile Services manages the program and is responsible to have on call adult monitors available. Finding people to work as on call staff has been a problem due to the nature of the sporadic use of the Center. The County has made arrangements with a vendor to provide reliable staffing at the Center on an on call basis. The personnel costs for the services are more than in the previous agreement and require a new Interlocal Agreement. The staffing costs are more than the previous agreement but are far below the costs of having a Police Officer monitor the juvenile. The use of the Center also allows the Police Department to return an officer to service in 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 Interlocal Agreement with Hall County for Juvenile Attention Services.

Sample Motion

Move to approve the Interlocal Agreement with Hall County for the provision of juvenile attention center services to the City.

INTERLOCAL AGREEMENT FOR THE PROVISION OF JUVENILE ATTENTION
SERVICES BY AND BETWEEN
THE COUNTY OF HALL
AND
THE CITY OF GRAND ISLAND

This AGREEMENT is made and entered into by and between the County of Hall, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "County," and the City of Grand Island, a municipal corporation, hereinafter referred to as the "City," for the provision of juvenile attention services by the County to the City, WITNESSETH:

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

WHEREAS, Neb. Rev. Stat. § 13-801 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

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

WHEREAS, the County, through its Juvenile Services Department, now operates a juvenile attention center for the temporary safekeeping of juvenile offenders; and

WHEREAS, the City has requested that the County enter into a contract with the City for the temporary safekeeping of juvenile offenders taken into custody by the City.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

- 1) **Term.** This agreement shall commence on the date that the last of the two parties executes this agreement.
- 2) **Termination.** This agreement may be terminated with or without cause. The terminating party shall provide written notice of termination delivered not less than 30 days prior to the date of termination.
- 3) **Obligations of County.** The County shall:
 - a) Provide a physical facility suitable for the temporary housing of juvenile offenders taken into custody by the City; and
 - b) Provide the appropriate personnel necessary to supervise such juveniles.
- 4) **Obligations of City.** The City shall:
 - a) Notify the State Probation Office when temporary safekeeping of juvenile offenders is being considered by the City; and

- b) Transport such juveniles to and from the Hall County Juvenile Attention Center as necessary; and
 - c) Be responsible for the costs of emergency medical care required by such juveniles while in the temporary custody of the Hall County Juvenile Attention Center; and
 - d) Be responsible for the actual cost of repairing property damage caused by such juvenile while in the custody of the Hall County Juvenile Attention Center.
- 5) **Reservation of Right to Refuse.** The Hall County Juvenile Attention Center reserves the right to refuse any request for admission, and may, at any time, require the City to remove and assume custody of any of its detainees.
- 6) **Delegation of Authority and Powers.** By this agreement, Hall County is hereby authorized and delegated the authority, by the City, to receive and detain such juveniles until such time as they can be taken before the courts or transported to a suitable long term facility.
- 7) **Consideration.** In consideration of the services provided by the County to the City, City agrees to pay County the sum of Twenty-Five Dollars and Fifty Cents (\$25.50) per hour for the supervision of no more than two (2) such juveniles at one time. For New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, this rate shall increase to Thirty-Eight Dollars and Twenty-Five Cents (\$38.25) per hour. The County Director of Juvenile Services shall submit an itemized statement to the City at the end of each month. All charges shall be paid by the City to Hall County Juvenile Services within 30 days from the date such statement is issued.
- 8) **Staff Not Employees of City.** It is the expressed intent of the parties that this agreement shall not create an employer/employee relationship between the City and the County's Juvenile Attention Center staff, or such other party as is hereinafter designated by the County, who shall be directed and supervised by the County.
- 9) **Modification.** This agreement may be modified by mutual agreement of the parties hereto.
- 10) **No Separate Entity.** There shall be no separate legal entity created through this interlocal cooperation agreement. Said agreement shall be jointly administered by the City and the County.
- 11) **Property.** Any property acquired or made available by any party to this agreement for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of by such party as provided by law, regulation, or ordinance governing the same.
- 12) **Finances.** This agreement shall be financed by funds available to the parties hereto.
- 13) **Provision of Assistance.** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell,

lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

14) Hold Harmless Provisions. Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the negligent or wrongful acts or omissions of their principals, officers, or employees in the performance of this agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or property, including any resulting loss of use. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

EXECUTED this ____ day of April, 2011.

City of Grand Island, Nebraska

County of Hall, Nebraska

By: _____
Jay Vavracek, Mayor

By: _____
W.P. "Bud" Jeffries, Chairman
Board of Supervisors

(attest)

(attest)

ReNae Edwards
City Clerk

Marla Conley
Hall County Clerk

Approved as to form:

Approved as to form:

City Attorney

Jack Zitterkopf
Chief Deputy Hall County Attorney

RESOLUTION 2011-101

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

WHEREAS, Neb. Rev. Stat. § 13-801 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

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

WHEREAS, the County, through its Juvenile Services Department, now operates a juvenile attention center for the temporary safekeeping of juvenile offenders; and

WHEREAS, it is beneficial to the City to use the juvenile attention center for the temporary safekeeping of juvenile offenders taken into custody by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute the Interlocal Agreement with Hall County for the Provision of Juvenile Attention Services.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2011	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G13

**#2011-102 - Approving Change Order No. 1 for Fence Installation
at the Veterans Athletic Field Complex**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: April 26, 2011

Subject: Change Order # 1, Relocation of Four Double Drive Service Gates in the Outfield Fences at the Veterans Athletic Field Complex

Item #'s: G-13

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

Background

On January 10, 2011 a contract was entered into with Elkhorn Fence for \$26,052.00 to install fencing for the four Softball Fields at the Veterans Athletic Complex. All the posts for the installation of the fence had been set under a previous contract. After the installation of the underground sprinkling it became apparent that there was a conflict with the underground sprinkling system and the original location of the gate posts as installed.

Discussion

A change order in the amount of \$650.00 is being requested to relocate the gates to a location that no longer conflicts with the underground sprinkler system.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the change order in the amount of \$650.00 to relocate the gates.

Sample Motion

Move to increase the amount of the contract to Elkhorn Fence in the amount of \$650.00.

Parks & Recreation Department*Working Together for a
Better Tomorrow, Today.***CHANGE ORDER**

TO: **Elkhorn Fence, LLC.**
P.O. Box 186
Elkhorn, NE 68022

CHANGE ORDER NO. 1PROJECT: **Fence Installation – Veterans Athletic Field Complex**

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

1. Re-locate (4) double drive service gates in outfields increase \$ 650.00

The original Contract Sum \$26,052.00

Previous Change Order Amounts \$ 0.00

The Contract Sum is increased by this Change Order \$ 650.00

The total modified Contract Sum to date \$26,702.00

The Contract Time is unchanged.

Approval and acceptance of this Change Order 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: **Elkhorn Fence, LLC.**

By *Quintell E. Smith* Date 4-18-11

RESOLUTION 2011-102

WHEREAS, on January 10, 2011 by Resolution 2011-6, the City Council of the City of Grand Island awarded the Elkhorn Fence Co. LLC. from Elkhorn, Nebraska, the bid in the amount of \$26,052.00, for the Fence Installation at the new Veterans Athletic Field Complex; and

WHEREAS, it has been determined that the relocation of (4) double drive service gates in the outfield fences to be performed by Elkhorn Fence Co. LLC. are necessary; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$650.00 for a revised contract price of \$26,702.00.

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 Elkhorn Fence Co. from Elkhorn, Nebraska to provide the modifications set out as follows:

Re-locate (4) double drive service gates in outfield.....\$650.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
April 22, 2011	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G14

#2011-103 - Approving Certificate of Final Completion for Fence Installation at the Veterans Athletic Field Complex

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: April, 26, 2011

Subject: Certificate of Final Completion Fence Installation
Veterans athletic Field Complex

Item #'s: G-14

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

Background

A contract was entered into with Elkhorn Fence to install perimeter fencing at the four softball fields at the Veterans Athletic Field Complex. This contract was initiated on January 21, 2011 in the amount of \$26,052.00.

Discussion

All work associated with the contract including the \$650.00 change order has been completed. It is appropriate at this time to close out the contract. The final payment of the contract will be in the amount of \$5,862.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the certificate of final completion and make final payment to Elkhorn Fence in the amount of \$5,682.00.

Sample Motion

Move to make final payment to Elkhorn Fence in the amount of \$5,862.00 for installation of softball fencing at the Veterans Athletic Field Complex.

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

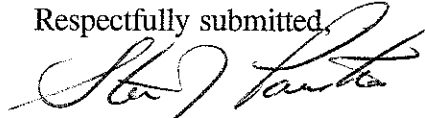
**FENCE INSTALLATION
VETERANS ATHLETIC FIELD COMPLEX**

**CITY OF GRAND ISLAND, NEBRASKA
APRIL 26, 2011**

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

This is to certify that the Fence Installation for the new Veterans Athletic Field Complex has been fully completed by **Elkhorn Fence, LLC.** from Elkhorn, Nebraska under contract dated **January 21, 2011.** The scope of the project was increased by \$650.00. All other work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by the Parks and Recreation Director in accordance with the provisions of the terms of the above said contract.

Respectfully submitted,



Steve Paustian
Parks & Recreation Director

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

I hereby recommend that the Certificate of Final Completion and Acceptance be approved and warrants issued from Account No. 40044450-90122 to **Elkhorn Fence LLC.** in the final payment amount of **\$5,862.00.**

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2011-103

WHEREAS, the Parks and Recreation Director of the City of Grand Island has issued his Certificate of Final Completion for Fence Installation at the new Veterans Athletic Field Complex, certifying that Elkhorn Fence Co. LLC. from Elkhorn, Nebraska, under contract dated January 21, 2011, has completed such project according to the terms, conditions, and stipulations for such improvements; and

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

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

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

1. The Parks and Recreation Director's Certificate of Final Completion for Fence Installation at the new Veterans Athletic Field Complex is hereby confirmed.
2. That a warrant be issued from account no. 40044450-90122 in the total amount of \$5,862.00 payable to Elkhorn Fence Co. LLC. for the final amount due the contractor.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G15

**#2011-104 - Approving Certificate of Final Completion for
Relocation and Reconstruction of Multi Purpose Building at the
Veterans Athletic Field Complex**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: April 26, 2011

Subject: Certificate of Final Completion-Relocation and Reconstruction of Multipurpose Building at the Veterans Athletic Field Complex

Item #'s: G-15

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

Background

A contract was entered into with Tri-Valley Construction on June 7, 2010 in the amount of \$88,000.00 for the relocation of the multipurpose building at the Fonner Park Softball Complex to the Veterans Athletic Field Complex.

Discussion

The building has been relocated and all work associated with this contract has been completed. The final project cost was the same as the original contract price.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the certificate of final completion and make final payment to Tri Valley Builders in the amount of \$24,549.38.

Sample Motion

Move to close out the contract with Tri Valley Builders and make final payment in the amount of \$24,549.38.

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

**RELOCATION AND RECONSTRUCTION OF MULTI PURPOSE BUILDING
VETERANS ATHLETIC FIELD COMPLEX**

**CITY OF GRAND ISLAND, NEBRASKA
APRIL 26, 2011**

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

This is to certify that the Relocation and Reconstruction of Multi Purpose Building has been fully completed by **Tri Valley Builders** of Grand Island, NE under contract dated **June 7, 2010**. All other work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by the Parks and Recreation Director in accordance with the provisions of the terms of the above said contract.

Respectfully submitted,



Steve Paustian
Parks & Recreation Director

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

I hereby recommend that the Certificate of Final Completion and Acceptance be approved and warrants issued from Account No. 40044450-90122 to **Tri Valley Builders** in the final payment amount of **\$24,549.38**.

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2011-104

WHEREAS, the Parks and Recreation Director of the City of Grand Island has issued his Certificate of Final Completion for Relocation and Reconstruction of Multi Purpose Building at the new Veterans Athletic Field Complex, certifying that Tri Valley Builders from Grand Island, Nebraska, under contract dated June 7, 2010, has completed such project according to the terms, conditions, and stipulations for such improvements; and

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

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

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

1. The Parks and Recreation Director's Certificate of Final Completion for Relocation and Reconstruction of Multi Purpose Building is hereby confirmed.
2. That a warrant be issued from account no. 40044450-90122 in the total amount of \$24,549.38 payable to Tri Valley Builders for the final amount due the contractor.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G16

**#2011-105 - Approving Changes to the 2010/2011 Fee Schedule
Relative to Vehicle Auction Bid Fee**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: April 26, 2011

Subject: Police Vehicle Auction Bid Fees

Item #'s: G-16

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department currently has a bidder's fee of \$15.00 per year for persons wanting to attend and bid on vehicles at the Police Department vehicle auctions. The bid was established to offset the costs of conducting the auction and to limit the number of people having access inside of the Police Department impound lot during the auction. The Police Department wants to change the bidder's fee to a rate of \$10.00 per auction. The change is needed to accommodate bidding being done over the internet as well as live at the auction.

Discussion

The Police Department established a bidder's fee of \$15.00 per year for people wanting to bid on vehicles at the Department auctions. One reason the fee was established was to help offset the costs of registering bidders and conducting the auction. The other purpose was to restrict the number of people who entered the impound lot for the auction to just those with a bid number.

The Police Department has started using an auction service that utilizes an internet proxy bidding service. The auction vehicles are posted on the internet site for interested persons review. This service also allows people from anywhere in the United States to register online and bid on the auction vehicles. The online bidding is done in addition to the live auction of the vehicles at the Police Department impound lot on a specific date.

The use of an auction service, advertizing, and online proxy bidding service proved to be successful in generating higher revenues from our auction vehicles. We had significantly more registered bidders both at the auction and online. An analysis showed that on average the revenues received per vehicle at the auction were double those of vehicles of the sold at our 2010 auctions.

People who are bidding online are required to pay a bidder's fee just as those who are attending the live auction. We need to change our bidder's fee to a per auction cost to accommodate the use of the online auction services. The Department recommends a per auction bidder's fee of \$10.00 be approved. The Department will honor all annual fees previously paid by people at our auction, and who are attending the live auctions until such time as the annual fee expires.

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 move to amend the fee schedule to provide for a Police Department vehicle auction bidder's fee of \$10.00 per each auction.

Sample Motion

Move to amend the fee schedule and approve a Police Department vehicle auction bidder's fee of \$10.00 per each auction.

Fee Schedule for 2011				
	2008	2009	2010	2011
POLICE DEPARTMENT				
Copy of Reports (see below)	2.00	2.00	2.00	2.00
Copy of Records 1-5 pages (for all pages, not each page)	1.00	1.00	1.00	1.00
Copy of Records 6-10 pages (for all pages, not each page)	2.00	2.00	2.00	2.00
Copy of Records 11-15 pages (for all pages, not each page)	3.00	3.00	3.00	3.00
Bicycle License (one time)	0.00	0.00	0.00	0.00
Firearms Permit	5.00	5.00	5.00	5.00
Towing Fee - Day	60.00	Actual Cost	Actual Cost	Actual Cost
Towing Fee - Night	80.00	Actual Cost	Actual Cost	Actual Cost
Impoundment Fee for TOWED Vehicle	30.00	30.00	30.00	30.00
Storage Fee for Impounded Vehicle (per day)	10.00	10.00	10.00	10.00
Alcohol Test for DUI (each time)	105.00	105.00	149.15	149.15
Solicitor's Permit (30 day permit) *used to be under Administration	25.00	25.00	25.00	25.00
Solicitor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	25.00
Street Vendor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	25.00
Street Vendor's Permit - 30 days	25.00	25.00	25.00	25.00
Street Vendor's Permit - 90 days	60.00	60.00	60.00	60.00
Street Vendor's Permit - 365 days	200.00	200.00	200.00	200.00
Parking Ramp Permit Fees:				
Lower Level: "Reserved Monthly"	25.00/month	25.00/month	25.00/month	25.00/month
Middle & Upper levels: "Reserved Monthly"	15.00/month	15.00/month	15.00/month	15.00/month
Downtown Metered Parking			20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes
Additional 60 minutes or fraction thereof			20.00	20.00
Downtown Express Zone Parking			25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes
Additional 20 minutes or fraction thereof			25.00	25.00
Police Issued Parking Tickets (tickets issued away from downtown)	10.00	10.00	10.00	10.00
Parking Ramp Boot Fee	25.00	25.00	25.00	25.00
Chamber Lot Parking Fee	10.00/year	10.00/year	10.00/year	50.00/year
Chamber Lot Boot Fee	25.00	25.00	25.00	25.00
Vehicle Auction Bid Fee (annual-calendar year)	15.00	15.00	15.00	DELETE
Vehicle Auction Bid Fee (per event)				10.00

RESOLUTION 2011-105

WHEREAS, The Grand Island Police Department has conducted live auctions of vehicles and has assessed a bidders fee of fifteen dollars, \$15.00, per year for persons to be permitted to bid at vehicle auctions and,

WHEREAS, The Police Department has implemented new auction services that include internet online proxy bidding and,

WHEREAS, to be consistent in the treatment of both online and at auction bidders a bidder's fee should be assessed to all bidders, and

WHEREAS, , an annual fee is not an efficient method of assessing a bidder's fee for online proxy bidders, a per auction bidder's fee of ten dollars, \$10.00 per each auction should be adopted

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, amend the City Fee Schedule to assess a Police Department vehicle auction bidder's fee of \$10.00 per each auction.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G17

**#2011-106 - Approving Appointment of Representative to the
Nebraska Habitat Conservation Coalition**

Staff Contact: Mary Lou Brown, City Administrator

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: April 26, 2011

Subject: Consideration of Appointment of Representative to the Nebraska Habitat Conservation Coalition

Item #'s: G-17

Presenter(s): Mary Lou Brown, City Administrator

Background

The Nebraska Habitat Conservation Coalition (NHCC) was created in 2002 among 25 public entities in the state under the Interlocal Cooperation Agreement statutes. Its membership is made up of entities with interest in the water issues affecting the streams and rivers of the state including Natural Resource Districts, Public Power Districts, Irrigation Districts and cities. Attached for reference are the initial documents presented to the City Council in 2002 and the formal notification of the NHCC that the City of Grand Island had elected to participate.

Discussion

In accordance with the by-laws of the NHCC, each participant is to appoint a representative to the Board of Directors as described in paragraph #4 of those by-laws. From paragraph #4, "Each director and any designated alternate shall be duly and properly appointed by the respective governing bodies of each of the separate and individual parties to this Agreement.....Each board member shall serve at the pleasure of his or her respective organization. Any vacancy, which occurs in the board, shall be filled within 60 days through the appointment of a replacement by the represented party." Utilities Director Gary Mader had been the City of Grand Island representative on the Board of Directors since the City first participated in the NHCC in 2002. With his retirement, Mr. Mader will no longer be an employee of the City and it is appropriate that he be replaced on the Board of Directors.

Water issues in the central reach of the Platte River are complex. As Assistant Utilities Director, Timothy Luchsinger, had overall responsibility for the City's water production facilities, including the Platte River Well Field. That well field provides over 95% of the

municipal water supply and is the City facility most likely to be affected by future regulation and control. Having served in the assistant director position for over 20 years, Mr. Luchsinger is well qualified to represent the City on the NHCC Board.

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
- 5.

Recommendation

City Administration recommends that the Council approve the appointment of Timothy Luchsinger as the City of Grand Island representative on the NHCC Board of Directors.


Sample Motion

Move to approve the appointment of Timothy Luchsinger to the NHCC Board of Directors to represent the City of Grand Island.

INTEROFFICE MEMORANDUM



*Working Together for a
Better Tomorrow. Today.*

DATE: June 19, 2002
TO: Mayor and Council Members
FROM: Gary R. Mader, Utilities Director 
SUBJECT: Nebraska Habitat Conservation Coalition

Background:

The United States Fish and Wildlife Service (USF&W) has promulgated a wide ranging critical habitat designation for the Piping Plover. In Nebraska, this designation includes reaches of the Platte, Niobrara, Loup and Missouri Rivers. It also includes river reaches and lakes in North and South Dakota and Minnesota. A map of the Nebraska designation is attached.

Discussion:

This designation has the potential to greatly change the way water is used in the State, including the City's well field. The importance of the designation, and its possible affects on Nebraska water use, has been the catalyst to bring a number of organizations together as the Nebraska Habitat Conservation Coalition (NHCC). The group includes natural resource districts, power districts, irrigation districts and farm groups. Given this designation has the potential to affect the primary source of Grand Island's drinking water supply, the Well Field, the City should participate in the coalition. A copy of the Interlocal Agreement for the NHCC is attached. Prior to the City's participation in the agreement, an application must be submitted. The current coalition members must approve any new members by a 2/3rds vote.

Recommendation:

It is the recommendation of the Utilities Department that the City apply for participation in the coalition, and that the Mayor be authorized to execute the Interlocal Agreement upon approval by the current coalition members. Funding would be from Fund 525, Water Enterprise Fund.

Fiscal Effects:

Expenditure of \$3,000.00 annually for three years from Fund 525. There are sufficient funds available.

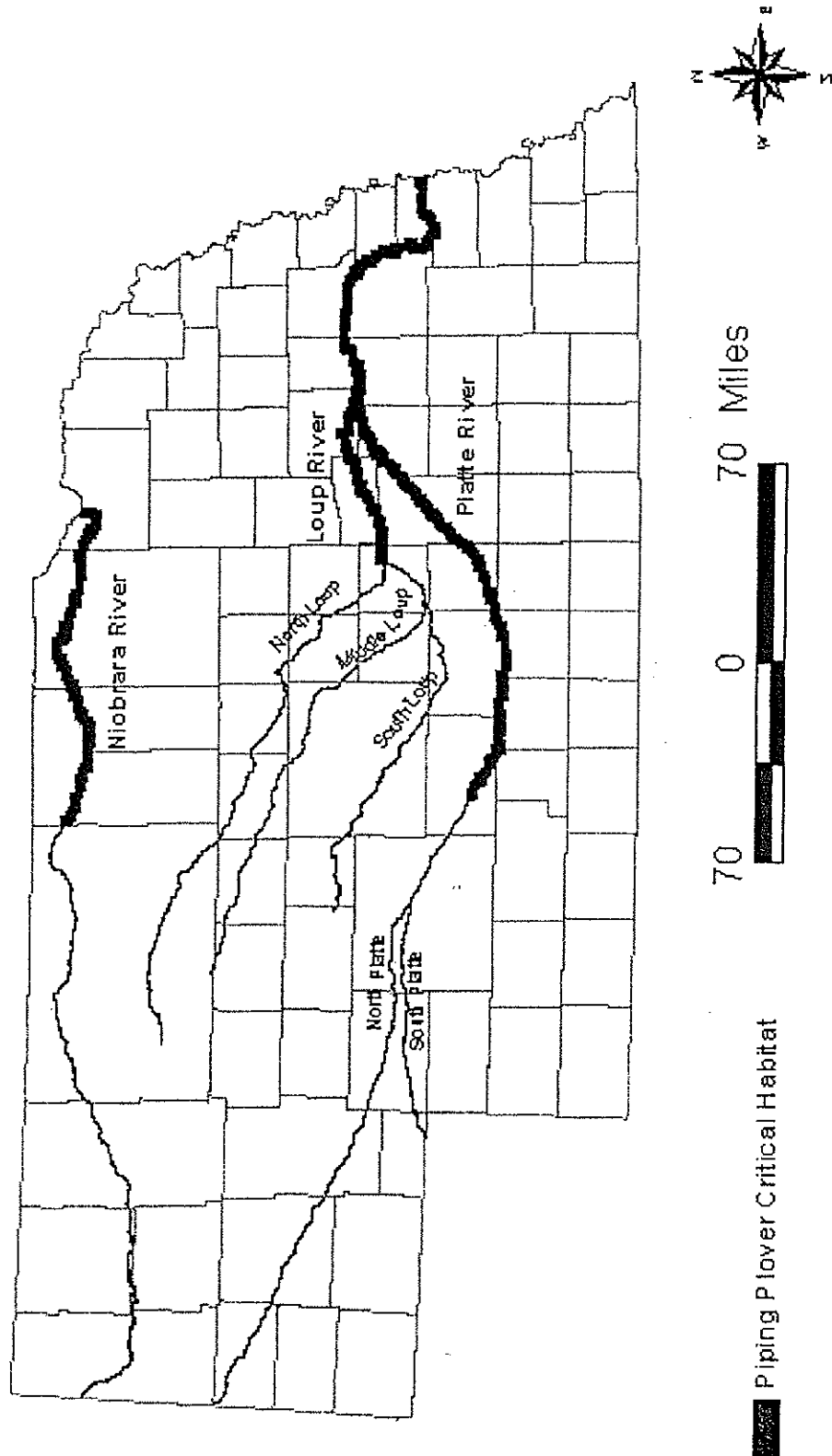
Alternatives:

Do not participate in the coalition.

GRM/pag

pc: Marlan Ferguson, City Administrator
Charlie Cuypers, City Attorney
Tim Luchsinger, Assistant Utilities Director

Nebraska Piping Plover Critical Habitat



INTERLOCAL COOPERATION AGREEMENT

This Agreement is entered into by and between

Central Platte Natural Resources District
Lower Loup Natural Resources District
Lower Elkhorn Natural Resources District
Upper Big Blue Natural Resources District
Loup Public Power District
Nebraska Public Power District
The Central Nebraska Public Power and Irrigation District
Twin Platte Natural Resources District
North Platte Natural Resources District
Twin Loups Reclamation District
Upper Loup Natural Resources District
Upper Elkhorn Natural Resources District
Lower Platte North Natural Resources District
Tri-Basin Natural Resources District
Southern Public Power District
Dawson Public Power District
Middle Loup Public Power and Irrigation District
North Loup River Public Power and Irrigation District
Farwell Irrigation District/Sargent Irrigation District
South Platte Natural Resources District
Lewis & Clark Natural Resources District
Papio-Missouri River Natural Resources District
City of Lexington

all of which are political subdivisions of and are situated in the State of Nebraska.

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, EACH ACKNOWLEDGING THE RECEIPT OF GOOD, ADEQUATE, AND VALUABLE CONSIDERATION, AS FOLLOWS:

1. AUTHORITY: This Agreement is made and entered into by the parties pursuant to the authority conferred upon each under the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 through §13-827.

2. COALITION: The parties herewith and hereby create the Nebraska Habitat Conservation Coalition (hereinafter referred to as "COALITION"). The COALITION shall be governed by the terms hereof and shall be the instrument through which and by which the parties to this Agreement pursue the purposes described in this Agreement. The COALITION shall be an entity separate and distinct from the respective parties hereto, and no party hereto is the agent, employee or representative of the COALITION or any other party. The parties hereto agree that contracts entered into, obligations undertaken, and liabilities incurred by the COALITION shall be the separate contracts, obligations and liabilities of the COALITION, and not the contracts, obligations or liabilities of the respective parties hereto.

3. PURPOSE: The COALITION established hereby shall provide the authority, resources, services, studies, and facilities needed for the representation of the interests of the parties to this Agreement in proceedings before all agencies, tribunals, courts, and any administrative, legislative, executive, or judicial bodies concerning or affecting the designation of critical habitat for piping plovers in Nebraska by the U.S. Department of Interior, U.S. Fish & Wildlife Service and, to inform and educate the public concerning the proposed designation and the effects and impacts thereof on the people and resources of the State of Nebraska and to perform and pursue such other activities concerning such other matters related to critical habitat

designation in Nebraska as the COALITION may determine necessary and beneficial, including the support of alternatives to critical habitat designation for piping plovers (and least terns as appropriate). This Agreement shall provide the organizational and administrative structure and enumeration of the powers, privileges and authority of the financial cooperative effort and the COALITION. The powers, privileges and authorities of the COALITION shall not exceed those powers, privileges or authorities exercised or capable of being exercised by each of the parties to this Agreement, nor shall they be used in a manner that is in violation of any of the parties' public purposes.

4. BOARD OF DIRECTORS: The affairs, actions and conduct of the business of the COALITION shall be by a Board of Directors. Each member of the Board of Directors shall be entitled to one vote and the majority of the votes cast on any issue shall determine the issue, except where a higher percentage shall be specifically required by this Agreement or by-laws adopted by the Board. The Board of Directors shall be composed of 23 members, one each representing each of the parties to this Agreement. Each director and any designated alternate shall be duly and properly appointed by the respective governing bodies of each of the separate and individual parties to this Agreement, but it shall not be required that any director of the COALITION so appointed be a publicly elected member of the governing body of any party to this Agreement. Each Board member shall serve at the pleasure of his or her respective organization. Any vacancy, which occurs in the Board, shall be filled within 60 days through the appointment of a replacement by the represented party. Members of the Board of Directors shall select from their membership a Chairman, Vice Chairman, and Secretary/Treasurer. The Board of Directors shall exercise authority over the COALITION in accordance with applicable laws and shall set the policy, and shall delegate executive, supervisory and organizational authority to its officers and committees. Meetings of the Board of Directors shall be conducted at least annually and at such other frequent times as may be required by the business of the COALITION. A majority, i.e. 12 of the members of the Board of Directors shall constitute a quorum for the transaction of business. A lesser number in attendance at any meeting shall have power to adjourn.

5. CHAIRMAN, VICE CHAIRMAN, AND SECRETARY/TREASURER: The Chairman shall preside at all the meetings of the Board of Directors, shall decide all questions of order, with advice of the Board appoint the members to all committees except the executive committee, be an ex-officio member of all committees, and have such general powers and duties of supervision and management as shall be necessary and germane or required for the execution and prosecution of the affairs of the COALITION. The Vice Chairman shall serve in the absence of the Chairman and in the Chairman's absence shall have all of the powers and duties of the Chairman and shall have such other powers and duties as the Chairman or Board of Directors shall from time to time delegate to the Vice Chairman. The Secretary/Treasurer to the Board shall keep minutes of all meetings conducted by the COALITION, and shall be the keeper of the records of the COALITION. The Secretary/Treasurer shall prepare and submit in writing a monthly report of the state of the finances of the COALITION and pay COALITION money only upon authorization signed by the chairman of the Board or in the absence of the Chairman by the Vice Chairman. Payment of all accounts after authorization shall be made on check signed by the Secretary/Treasurer. The Secretary/Treasurer shall serve without bond. In addition to the foregoing, the officers shall have such other and additional duties, powers, privileges and authority as the Board of Directors may, in by-laws or otherwise, determine appropriate or necessary and by Board action delegate or direct.

6. COMMITTEES: The Board of Directors or the Chairman shall have the power to establish such committees as may be necessary, appropriate or beneficial to the conduct of the affairs of the COALITION. Such committees shall have such powers, duties and authorities as shall be delegated to it by the Board of Directors, which powers, duties, and authorities shall not be inconsistent with or exceed those powers and duties granted to the COALITION under this Agreement. The Board of Directors and the Chairman are authorized to designate from its members an executive committee which shall consist of the COALITION'S Chairman, Vice

Chairman, Secretary/Treasurer and the Chairmen of the various committees established by the Board, which executive committee shall have and may exercise only such powers and authorities as are delegated to it by the Board of Directors. The designation of any committees and the delegation thereto of authority shall not operate to relieve the Board of Directors or any member thereof of any responsibility imposed by this Agreement nor shall the Board of Directors delegate to any committee the authority to set policy or to make expenditures on behalf of the COALITION. Any committee established by the Chairman shall be approved by the Board at its next meeting.

7. **POWERS:** The COALITION shall have all the powers, privileges and authority exercised or capable of being exercised by each of the individual and separate parties to this Agreement to achieve the purposes of the COALITION as set forth in this Agreement. Such powers, privileges and authority shall include but not be limited to, the power, privilege and authority to:

(a) Receive and accept donations, gifts, grants, bequests, appropriations or other contributions or assistance in monies, services, materials or otherwise from the United States or any of its agencies, from the state or any of its agencies or political subdivisions, or from any persons, and to use or expend all such contributions in carrying on its operations.

(b) Establish advisory groups by appointing individuals from among the parties to this Agreement and pay necessary and proper expenses of such groups as the Board shall determine, and dissolve such groups.

(c) Employ such persons as are necessary to carry out the purposes of the COALITION and this Agreement and to pay the necessary and proper expenses of said persons.

(d) Adopt and promulgate rules and regulations to carry out the purposes of the COALITION and this Agreement.

(e) Establish such committees as are necessary to carry out the purposes of the COALITION and this Agreement and to pay the necessary and proper expenses of such committee.

(f) Make and execute contracts and other instruments necessary or convenient to the exercise of its powers.

(g) From time to time to make, amend and repeal by-laws, rules and regulations to carry out and effectuate its powers and purposes, which by-laws, rules and regulations shall not be inconsistent with the Interlocal Cooperation Act or this Agreement.

The foregoing clauses shall be construed both as objects and powers but no recitation, expression or declaration as to such specific powers herein enumerated shall be deemed to be exclusive and it is hereby expressly declared that all other lawful power conferred upon each of the individual and separate parties to this Agreement not inconsistent with the authorization given under the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 through §13-827 are hereby included. As used in this Agreement the term "persons" shall have the same meaning as used in Neb. Rev. Stat. §49-801(16). Provided further nothing in this Agreement shall operate to relieve any party hereto of any obligation or responsibility imposed upon it by law nor shall this Agreement or its operation preclude any party hereto from conducting or pursuing independent action in regard to each party's separate and independent obligations or responsibilities.

8. **DURATION:** The COALITION shall commence business from and after the date on which the parties to this Agreement have executed this Agreement and the COALITION and this Agreement shall continue in existence until the completion of all proceedings including appeals and remands from appeals affecting or concerning the designation of critical habitat within

Nebraska in any agency, court, tribunal, or administrative, legislative, executive or judicial body within or outside the State of Nebraska.

9. FINANCES AND BUDGET: Annually or at such other frequent intervals as the Board of Directors of the COALITION may determine, each of the parties hereto shall contribute such funds as are necessary to conduct the operations and to pursue the purposes of the COALITION and the purposes and objects of this Agreement as provided hereinafter in this Section 9. Each of the entities hereto irrevocably commit the following funds to the initial operation of the COALITION:

<u>Party</u>	<u>1st Year Contribution</u>	<u>3 Year – Maximum Contribution</u>
Central Platte Natural Resources District	\$5,000.00	\$15,000.00
Lower Loup Natural Resources District	\$5,000.00	\$15,000.00
Lower Elkhorn Natural Resources District	\$5,000.00	\$15,000.00
Upper Big Blue Natural Resources District	\$5,000.00	\$15,000.00
Loup Public Power District	\$5,000.00	\$15,000.00
Nebraska Public Power District	\$5,000.00*	\$15,000.00*
The Central Nebraska Public Power and Irrigation District	\$5,000.00*	\$15,000.00*
Twin Platte Natural Resources District	\$4,000.00	\$12,000.00
North Platte Natural Resources District	\$4,000.00	\$12,000.00
Twin Loups Reclamation District	\$3,000.00	\$ 9,000.00
Upper Loup Natural Resources District	\$2,000.00	\$ 6,000.00
Upper Elkhorn Natural Resources District	\$2,000.00	\$ 6,000.00
Lower Platte North Natural Resources District	\$5,000.00	\$15,000.00
Tri-Basin Natural Resources District	\$4,000.00	\$12,000.00
Southern Public Power District	\$3,000.00	\$ 9,000.00
Dawson Public Power District	\$3,000.00	\$ 9,000.00
Middle Loup Public Power and Irrigation District	\$3,000.00	\$ 9,000.00
North Loup River Public Power and Irrigation District	\$3,000.00	\$ 9,000.00
Farwell Irrigation District/Sargent Irrigation District	\$3,000.00	\$ 9,000.00
South Platte Natural Resources District	\$2,000.00	\$ 6,000.00
Lewis & Clark Natural Resources District	\$2,000.00	\$ 6,000.00
Papio-Missouri River Natural Resources District	\$5,000.00	\$15,000.00
City of Lexington	\$2,000.00	\$ 6,000.00

* Up to \$2,000.00 provided as "in-kind" each year.

Annually, beginning no more than 30 days after the formation of the COALITION and commencement of business, and continuing each year thereafter during the existence of this COALITION, the Board of Directors shall establish and adopt a budget for the prosecution and completion of the work undertaken by the COALITION.

Concurrent with the establishment of the budget each year, the Board of Directors of the COALITION shall consult with each remaining party to this Agreement regarding their ability to contribute toward such funds as are necessary to conduct the operations and to pursue the purposes of the COALITION. Upon completion of the budget, the Board of Directors of the COALITION shall determine the assessment to be submitted to each remaining party to this Agreement and shall thereafter assess each of such parties for said amount. Upon receipt of the assessment, each remaining party shall have 60 days to pay the assessment or submit a written notice of withdrawal, in the event of such withdrawal the withdrawing party shall not be liable for the assessment imposed during the sixty days preceding the withdrawal. In addition, the Board of Directors shall be entitled to and shall have the power to solicit and obtain such contributions and other funds and monies as may be available to the COALITION from all persons, associations, and entities of any kind whatsoever including persons not a party to this Agreement.

10. WITHDRAWAL: Any party to this Agreement may withdraw from this Agreement and from representation on the COALITION upon written notification to the Chairman of the COALITION. Such withdrawal shall be effective upon receipt of the written notification. Any party withdrawing from the Agreement and from representation shall be entitled to immediately secure their own representation. Following withdrawal the withdrawn member shall no longer be a party to this Agreement, and the withdrawn member shall not be bound by this Agreement, except that (a) the withdrawn member shall not be entitled to any refund of any contribution or assessment previously paid to the efforts of the COALITION, and (b) the withdrawn member shall remain liable for its share of any costs properly approved and incurred (costs for labor and services are not considered incurred until the work has been performed for the COALITION) by the COALITION through the effective date and time of withdrawal to the extent such costs exceed all sums available to the COALITION through the date of withdrawal. Such share shall be determined in accordance with the allocation for the assessment of parties outlined in 9 above as of the date of the withdrawal notice. The parties agree that a withdrawn party shall not be liable or responsible for any costs, obligations or liabilities incurred by the COALITION after such party's withdrawal. In the event of such withdrawal, the COALITION shall make such adjustments as are necessary to the composition of its Board of Directors, and its future budgets and finances as are necessary to accommodate and continue the operation of the COALITION in the absence of such withdrawing member.

11. PARTIAL AND COMPLETE TERMINATION: This Agreement and the COALITION created hereby shall be terminated upon the earlier of the completion of its purposes and objects described herein or upon the vote of two-thirds of the then constituted Board of Directors for the complete or partial termination of the COALITION and this Agreement. At such time as two-thirds of the Board of Directors shall vote to terminate the COALITION and the Agreement, all outstanding debts and obligations of the COALITION shall be paid, all property acquired by the COALITION shall be disposed of by distribution of the same to the remaining members as represented by the Board of Directors and all unused funds and appropriations shall be returned to the then-remaining members as represented by the Board of Directors in such proportion as represented by the pro rata share paid by each member based upon the last contributions made by remaining members during the last assessment period preceding the date of termination.

12. AMENDMENT AND MODIFICATION: For all matters other than membership, this Agreement may be amended or modified upon the approval of written modifications by all then remaining parties hereto in a writing signed by and duly adopted and approved by the governing bodies of each of the remaining parties hereto.

13. CHANGE IN MEMBERSHIP: This Agreement may be amended or modified to increase or decrease its membership upon approval by 2/3rds vote of the members of the Board of Directors of the COALITION. Any additional new members shall be required to have the written approval of its governing body and shall have admission to membership in the COALITION and as a party hereto approved by a duly adopted resolution of its governing body.

14. APPROVAL: This Agreement shall be effective and the COALITION established hereby shall come into existence as soon as the governing bodies of the respective parties hereto shall have adopted resolutions approving and authorizing the execution of this Agreement and the establishment of the COALITION described herein at a duly called public meeting.

15. ADDITIONAL AND FURTHER CONTRACTS FOR SUPPORT AND MUTUAL ASSISTANCE: The COALITION is authorized and empowered to seek and obtain contracts, Agreements and other arrangements whereby the COALITION shall receive support and assistance for the purpose of pursuing its objects and purposes from such other entities as COALITION from time to time shall determine necessary or appropriate including, but not limited to, municipalities, for-profit and non-profit organizations, and all other persons as defined by Neb. Rev. Stat. §49-801(16). Provided, however, such contract shall not exceed any authority or

powers delegated to the COALITION by the parties to this Agreement and such contract shall not give rise to nor create any ability of any such third parties to participate in the management or operation of the COALITION. Provided further, that upon a majority vote of the then existing members of the Board of Directors of the COALITION, any person or entity providing support and mutual assistance may be allowed to appoint, for such period of time as the Board shall determine, a representative to the Board of Directors, which representative shall be a non-voting ex-officio member of the Board of Directors, but which representative shall be entitled to attend all meetings of the Board of Directors and to be appointed to such committees and attend such committee meetings as the Board of Directors shall determine.

16. INTEGRATION: This Agreement contains the entire agreement of the parties. No representations were made or relied upon by any party other than those expressly set forth herein. All prior and contemporaneous negotiations, discussions, memos and other writing are merged and incorporated herein, it being the intention of the parties that this be a final and full expression of their agreement. No agent, employee or other representative of any party hereto is empowered to alter any of the terms herein unless such alteration is done in writing and signed by all parties hereto.

17. ASSIGNMENT: No party hereto may assign its rights under this Agreement without the express written consent of all other parties as represented by the remaining Board of Directors at the time of the request for approval of the assignment.

IN WITNESS WHEREOF, the parties have signed and executed this agreement on the dates shown next to their respective signatures as follows.

CENTRAL PLATTE NATURAL RESOURCES DISTRICT

By _____ Date _____

LOWER LOUP NATURAL RESOURCES DISTRICT

By _____ Date _____

LOWER ELKHORN NATURAL RESOURCES DISTRICT

By _____ Date _____

UPPER BIG BLUE NATURAL RESOURCES DISTRICT

By _____ Date _____

LOUP PUBLIC POWER DISTRICT

By _____ Date _____

NEBRASKA PUBLIC POWER DISTRICT

By _____ Date _____

THE CENTRAL NEBRASKA PUBLIC POWER & IRRIGATION DISTRICT

By _____ Date _____

TWIN PLATTE NATURAL RESOURCES DISTRICT

By _____ Date _____

NORTH PLATTE NATURAL RESOURCES DISTRICT

By _____ Date _____

TWIN LOUPS RECLAMATION DISTRICT

By _____ Date _____

UPPER LOUP NATURAL RESOURCES DISTRICT

By _____ Date _____

UPPER ELKHORN NATURAL RESOURCES DISTRICT

By _____ Date _____

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

By _____ Date _____

TRI-BASIN NATURAL RESOURCES DISTRICT

By _____ Date _____

SOUTHERN PUBLIC POWER DISTRICT

By _____ Date _____

DAWSON PUBLIC POWER DISTRICT

By _____ Date _____

MIDDLE LOUP PUBLIC POWER AND IRRIGATION DISTRICT

By _____ Date _____

NORTH LOUP RIVER PUBLIC POWER AND IRRIGATION DISTRICT

By _____ Date _____

FARWELL IRRIGATION DISTRICT/SARGENT IRRIGATION DISTRICT

By _____ Date _____

SOUTH PLATTE NATURAL RESOURCES DISTRICT

By _____ Date _____

LEWIS & CLARK NATURAL RESOURCES DISTRICT

By _____ Date _____

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By _____ Date _____

CITY OF LEXINGTON

By _____ Date _____



*Working Together for a
Better Tomorrow. Today.*

July 16, 2002

Nebraska Habitat Conservation Coalition
c/o Ron Bishop
Central Platte NRD
215 N. Kaufman Avenue
Grand Island, NE 68803

Dear Mr. Bishop:

Please accept this letter as application for the City of Grand Island to join the Nebraska Habitat Conservation Coalition. The Grand Island City Council voted unanimously to make application for membership at its June 25, 2002 meeting. A copy of the council's resolution is enclosed.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, reading "Gary R. Mader", is written over a printed name and title.

Gary R. Mader
Utilities Director

GRM/pag

RESOLUTION 2002-186

WHEREAS, the United States Fish and Wildlife Service (USF&W) has promulgated a wide ranging critical habitat designation for the Piping Plover. In Nebraska, this designation includes reaches of the Platte, Niobrara, Loup and Missouri Rivers. It also includes river reaches and lakes in North and South Dakota and Minnesota; and

WHEREAS, this habitat designation has the potential to greatly change the way water is used in the state, including the City's well field; and

WHEREAS, the importance of the designation, and its possible effects on the Nebraska water use, has been the catalyst to bring a number of organizations together as the Nebraska Habitat Conservation Coalition (NHCC), which group includes natural resource districts, power districts, irrigation districts and farm groups; and

WHEREAS, because this habitat designation has the potential to affect the primary source of Grand Island's drinking water supply, the Platte River Wellfield, it is in the best interests that the City of Grand Island should participate as a member of the Coalition; and

WHEREAS, the office of the City Attorney has reviewed and approved as to form and content the Interlocal Agreement for NHCC members; and


WHEREAS, any application of the City for membership in the coalition requires submission of an application, and approval by a vote of two-thirds of the current coalition members.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City apply for member in the Nebraska Habitat Conservation Coalition through the Utilities Department, and that the Mayor is hereby authorized to execute the application and the appropriately revised Interlocal Agreement upon approval of the City's application by current coalition members.

BE IT FURTHER RESOLVED, that an expenditure of \$3,000 annually for a period of three years for membership contributions is hereby approved and authorized.

Adopted by the City Council of the City of Grand Island, Nebraska on June 25, 2002.


RaNae Edwards, City Clerk

Approved as to Form June 21, 2002	▼  ▲ City Attorney
--------------------------------------	--

July 1, 2002

Mr. Ralph Morgenweck
Regional Director, Region 6
U.S. Fish and Wildlife Service
Mountain Prairie Region
PO Box 25486, Denver Federal Center
Denver, CO 80225

RE: Proposed Piping Plover Critical Habitat Designation

Dear Mr. Morgenweck:

This letter is being sent to you to begin a dialogue to determine what opportunities exist to work with a Coalition of Nebraskans in establishing an alternative to designating critical habitat for the piping plover in the State of Nebraska. A number of entities (31) including Natural Resources Districts, Municipalities, Irrigation and Power Districts and Non-Governmental Organizations have formed the Nebraska Habitat Conservation Coalition to represent the parties in activities related to the U.S. Fish and Wildlife Service's proposed designation of piping plover critical habitat including alternatives to critical habitat designation.

You may not be aware, but there are a number of individual efforts presently underway in the State to provide habitat for, and to monitor both piping plovers and least terns. Efforts are already in place on the Platte, Loup, Niobrara and Missouri Rivers to provide protection of nesting and foraging habitat. A review of these efforts may show substantial benefits to the species that may reduce the need to designate critical habitat in certain areas in Nebraska. Tying these individual efforts together may provide even additional benefits, again negating the need to designate critical habitat. The Coalition would like to meet with you to evaluate these possibilities. The Coalition believes that the formation of a comprehensive management plan would provide greater benefits to the species than the designation of critical habitat in some areas in Nebraska.

I look forward to hearing from you.

Sincerely,

Ronald Bishop
President
Nebraska Habitat Conservation Coalition

cc: NHCC
Senator Hagel
Senator Nelson
Representative Osborne

RESOLUTION 2002-186

WHEREAS, the United States Fish and Wildlife Service (USF&W) has promulgated a wide ranging critical habitat designation for the Piping Plover. In Nebraska, this designation includes reaches of the Platte, Niobrara, Loup and Missouri Rivers. It also includes river reaches and lakes in North and South Dakota and Minnesota; and

WHEREAS, this habitat designation has the potential to greatly change the way water is used in the state, including the City's well field; and

WHEREAS, the importance of the designation, and its possible effects on the Nebraska water use, has been the catalyst to bring a number of organizations together as the Nebraska Habitat Conservation Coalition (NHCC), which group includes natural resource districts, power districts, irrigation districts and farm groups; and

WHEREAS, because this habitat designation has the potential to affect the primary source of Grand Island's drinking water supply, the Platte River Wellfield, it is in the best interests that the City of Grand Island should participate as a member of the Coalition; and

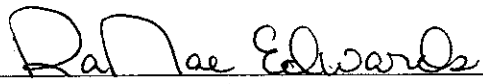
WHEREAS, the office of the City Attorney has reviewed and approved as to form and content the Interlocal Agreement for NHCC members; and

WHEREAS, any application of the City for membership in the coalition requires submission of an application, and approval by a vote of two-thirds of the current coalition members.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City apply for member in the Nebraska Habitat Conservation Coalition through the Utilities Department, and that the Mayor is hereby authorized to execute the application and the appropriately revised Interlocal Agreement upon approval of the City's application by current coalition members.

BE IT FURTHER RESOLVED, that an expenditure of \$3,000 annually for a period of three years for membership contributions is hereby approved and authorized.

Adopted by the City Council of the City of Grand Island, Nebraska on June 25, 2002.


RaNae Edwards, City Clerk

Approved as to Form ▼ 
June 21, 2002 ▲ City Attorney

RESOLUTION 2011-106

WHEREAS, the City of Grand Island is a member of the Nebraska Habitat Conservation Coalition (NHCC); and

WHEREAS, the by-laws of the NHCC require each participant to appoint a representative to the Board of Directors; 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 on the NHCC 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 Nebraska Habitat Conservation Coalition Board of Directors.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G18

**#2011-107 - Approving Contract for Program Prioritization
Budget Process**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: April 26, 2011

Subject: Approving Contract for Program Prioritization Budgeting Process

Item #'s: G-18

Presenter(s): Mary Lou Brown, City Administrator

Background

Beginning in the summer of 2009, the City began what was called program prioritization budgeting process working with two consultants, Jon Johnson and Chris Fabian. Program prioritization was officially used to develop the 2010/2011 Budget. Grand Island was one of the first communities to implement program prioritization, and since that time, several communities across the United States have adopted program prioritization budget methodology. Based on the success of program prioritization, Johnson and Fabian have formed the Center for Priority Based Budgeting, an incubator within the not-for-profit, National Environmental Health Association (NEHA).

Discussion

The City plans to continue using the program prioritization budget methodology in the fiscal years 2011/2012 and 2012/2013. On April 18, 2011, the City received two proposals for the request for proposals for program prioritization budgeting process, one from the Center for Priority Based Budgeting (Center) and one from Public Financial Management Group (PFM Group). The proposals were evaluated by a representative from Finance and representative from Administration departments. The City Administrator/Finance Director was not involved in the scoring process, in order to provide a more objective scoring process. The Center received the highest score on the evaluation criteria established in the request for proposal specifications.

The evaluation criterion, explained in section four of the RFP specification, was based on fee structure (25%), and qualifications and experience (75%). Qualifications and experience was broken down into three sections, found in the proposal content section of the specifications: background information/qualifications regarding firm, previous

experience with program prioritization budget, and budget models. Each of those sections was assigned 25% each, to reach a total of 75% for qualifications and experience. All four sections were put on a 10-point scale (10 high) and scored by each evaluator. The Center received a total score of 190, while the PFM Group received a score of 112.5. The category that was the largest difference between firms was the proposed fee structure. The Center has a proposed cost of \$11,600 (including a site visit and supplies), while the PFM Group was a proposed cost of \$58,353. Another category that the Center stood out was the previous experience with program prioritization budget; this was due to the fact that the Center listed sixteen examples of communities they work with using program prioritization in addition to the City of Grand Island last year.

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 adopt the contract with the National Environmental Health Association d/b/a the Center for Priority Based Budgeting for fiscal advisory services through fiscal year 2012/2013.

Sample Motion

Move to approve the contract with the National Environmental Health Association d/b/a the Center for Priority Based Budgeting.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
PROGRAM PRIORITIZATION BUDGET PROCESS**

RFP DUE DATE: April 18, 2011 at 4:00 p.m.

DEPARTMENT: Finance

PUBLICATION DATE: April 1, 2011

NO. POTENTIAL BIDDERS: 2

SUMMARY OF PROPOSALS RECEIVED

The Center for Priority Based Budgeting
Denver, CO

The PFM Group
Des Moines, IA

cc: Mary Lou Brown, Finance Director

Jason Eley, Purchasing Agent

P1472

CONTRACT FOR PROFESSIONAL SERVICES

AGREEMENT WITH

*The National Environmental Health Association d/b/a the
CENTER FOR PRIORITY BASED BUDGETING
For FISCAL ADVISORY SERVICES*

THIS AGREEMENT is made and effective as of April 26, 2011, between the **City of Grand Island**, hereafter "**City**", a municipal corporation of the State of Nebraska and the **National Environmental Health Association**, for the purpose of this Agreement, *d/b/a the Center for Priority Based Budgeting*, hereafter "**Consultant**", a non-profit corporation registered in the State of Colorado. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on April 27, 2011, and shall remain and continue in effect until services described herein are completed, but in no event later than September 30, 2013, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** **Consultant** shall perform the services described and set forth in **Exhibit A**, Scope of Services, attached hereto and incorporated herein as though set forth in full. The project and final deliverables shall be completed in accordance with the timeline mutually agreed upon by the **City** and the **Consultant**. **Exhibit B**, Timeline, will be incorporated into this agreement and completed by September 15, 2011 and September 17, 2012.

3. **PERFORMANCE.** **Consultant** shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. **Consultant** represents to the **City** that it has the qualifications necessary to perform the services described herein. **Consultant** shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of **Consultant** hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The **City** agrees to pay **Consultant** in accordance with the payment rates and terms set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon periodic invoices submitted by the **Consultant** to the **City**. This amount shall not exceed ten thousand Dollars (\$10,000), exclusive of travel reimbursements or other previously agreed upon expense reimbursements to be billed separately, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. **Consultant** shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the **City**. **Consultant** shall be compensated for any additional services in the amounts and in the manner as agreed to by the **City** at the time the **City's** written authorization is given to **Consultant** for the performance of said services.

c. **Consultant** shall submit periodic invoices to the **City** during the term of this Agreement for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all undisputed fees. If the **City** disputes any of the **Consultant's** fees, the **City**

shall give written notice to the *Consultant* within 15 days of receipt of an invoice of any disputed fees set forth on that invoice.

5. AVAILABILITY OF FUNDS The *City* has appropriated and encumbered sufficient funds from its operating budget for the cost of the work to be performed to satisfy the payment terms of this agreement with the *Consultant*. Funds will be made available to the *Consultant* upon the completion of agreed upon work and the receipt of a proper invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT.

a. The *City* may at any time suspend or terminate this Agreement, or any portion hereof, by serving upon the *Consultant*, at least thirty (30) days prior, written notice of termination. Upon receipt of said notice, the *Consultant* shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the *City* suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the *City* shall pay to *Consultant* the actual value of the work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the *Consultant* will submit an invoice to the *City* pursuant to Section 3. *City* shall pay any and all travel or other related ancillary expenses that were incurred by the *Consultant* prior to the notice of termination, in fulfillment of obligations associated with this agreement.

7. INDEMNIFICATION. The *Consultant* agrees to defend, indemnify, protect and hold harmless the *City*, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the *City*, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of *Consultant's* negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the *City* or that of any elected official, employee, or agent of the *City*.

8. INDEPENDENT CONTRACTOR.

a. *Consultant* is and shall at all times remain as to the *City* a wholly independent contractor. The personnel performing the services under this Agreement on behalf of *Consultant* shall at all times be under *Consultant's* exclusive direction and control. Neither the *City* nor any of its officers, employees or agents shall have control over the conduct of *Consultant* or any of *Consultant's* officers, employees or agents, except as set forth in this Agreement. *Consultant* shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the *City*. *Consultant* shall not incur or have the power to incur any debt, obligation or liability whatever against *City*, or bind *City* in any manner.

b. *Consultant* represents that it has or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the *City*, nor shall such personnel be entitled to any benefits of the *City* including, but not limited to, pension, health and/or workers' compensation benefits. The *City* shall not be liable for compensation or indemnification to *Consultant* for injury or sickness arising out of performing services hereunder.

c. **Consultant** warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field as determined by the **Consultant**.

9. **GOVERNING LAW.** **Consultant** agrees that in the performance of this Agreement it will reasonably comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska and the City of Grand Island. In case of a dispute regarding the interpretation of any part of this Agreement, the parties shall use their best faith efforts to arrive at a mutually acceptable resolution. Unless it has received a termination notice from the **City**, the **Consultant** shall proceed diligently with its performance of the work under this Agreement pending the final resolution of any dispute arising from or relating to this Agreement and the **City** shall continue to pay the **Consultant** for such performance.

10. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

a. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the **City** or at its expense, will be kept confidential by the **Consultant** and will not be disclosed to any other party without the **City's** prior written consent.

b. The materials used by the **Consultant** for work performed under this Agreement are specific and unique methods of fiscal management and budget prioritization. As such, these materials are protected by copyright. The **City** agrees and understands that these materials and all methods, models and applications resulting from the use of said materials are the sole, complete and absolute property of the **Consultant**. As such, any use, future use or application or any publication (either oral or written) of these materials by the **City** will be at the discretion of the **Consultant** and in any event will not occur without the express and prior written permission of the **Consultant**. All legal rights and protections afforded by copyright and the **Consultant's** ownership of all the underlying intellectual property associated with these fiscal management and budget prioritization materials are retained and reserved exclusively by the **Consultant**, reserving all legal rights and remedies incident to its ownership of these materials. It is understood that the **City** may utilize these methods, models and applications for their own specific use but are not free to share these methods, models and applications with other individuals or entities.

11. **INSURANCE REQUIREMENTS** **Consultant** agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following minimum coverages:

a. *Workers Compensation and Employer's Liability*

Workers Compensation	as required by State of Colorado
Employer's Liability	\$100,000 each accident

b. *Commercial General Liability*

Bodily Injury and Property Damage	\$1,000,000 aggregate limit
Personal Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

c. *Professional Liability Errors and Omissions*

Errors and Omissions	\$1,000,000 aggregate limit
----------------------	-----------------------------

The **Consultant** shall forward Certificates of Insurance to the City as requested in writing. The **Consultant** will give the **City** written notice of not less than thirty (30) days prior to cancellation or change in coverage.

10. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City: City of Grand Island
 100 East First Street
 Grand Island, NE 68801
 Attention: Mary Lou Brown, City Administrator

To Consultant: Jon Johnson, Senior Manager
 Center for Priority Based Budgeting
 % National Environmental Health Association
 720 S. Colorado Blvd., Suite 1000-N
 Denver, CO 80246

11. ASSIGNMENT. The obligations and duties under this Agreement shall not be assignable, delegable or transferable unless such assignment is reduced to writing and signed by both parties. Any purported assignment, delegation or transfer by any other means will constitute a material breach of the Agreement and will be grounds to terminate the agreement as outlined in Section 5.

12. LICENSES. At all times during the term of this Agreement, **Consultant** shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

13. SEVERABILITY. If any term of provision of this Agreement shall to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

14. CONFLICT OF INTEREST. **Consultant** represents that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

15. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

16. **MODIFICATION**. No term, obligation or provision of this Agreement can be modified unless that modification is in written form, signed and agreed to by both parties.

17. **AUTHORITY TO EXECUTE THIS AGREEMENT**. The person or persons executing this Agreement on behalf of *Consultant* warrants and represents that he or she has the authority to execute this Agreement on behalf of the *Consultant* and has the authority to bind *Consultant* to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONSULTANT

CITY OF GRAND ISLAND

By: Jon Johnson
Title: Senior Manager

By: Jay Vavricek
Title: Mayor

By: Chris Fabian
Title: Senior Manager

By: RaNae Edwards
Title: City Clerk

EXHIBIT A

SCOPE OF SERVICES

SEE ATTACHED DOCUMENT

EXHIBIT B

Timeline

This agreement will be completed by September 15, 2011 for the fiscal year 2011/2012, and September 17, 2012 for the fiscal year 2012/2013.

**REQUEST FOR PROPOSALS
FOR PROGRAM PRIORITIZATION BUDGET PROCESS
FOR THE CITY OF GRAND ISLAND, NEBRASKA**

**I.
GENERAL**

The City of Grand Island ("The City") is seeking proposals from qualified firms to serve as budget consultants for the Program Prioritization budget process for the fiscal years 2011/2012 and 2012/2013.

**II.
SCOPE OF WORK**

The selected consultant will be expected to provide advisory, analytical and facilitation assistance in the implementation of the third phase of the Program Prioritization process.

The selected consultant shall work with and at the direction of The City's Finance Director. Services required of the selected consultant may include, but not be limited to, the following:

- Integrate the City's financial forecasts into an interactive diagnostic tool to assist City Administration in presenting Grand Island's financial position (historical and forecasted) to elected officials, citizens, City staff, labor union representatives and other stakeholders.
- Integrate any one-time projects and initiatives for the City into an interactive diagnostic tool.
- Update the City's current allocation tool with current year data.
- Provide advisory assistance to City staff in refining program inventories and in reviewing and revising program scores.
- Recalculate weightings of result maps based on the most recent result validation exercise and refresh the allocation tool with the updated information.
- Develop and support the peer review process to validate program scores, prior to the final update of the allocation tool. This may include participation of City Council members and other external stakeholders along with City staff.
- Assist City Administration with the calculation of departmental target budgets to ensure resource allocation starts with available revenues.
- Provide training and coaching in the utilization of the allocation tool during the budget development process.
- Assist City Administration with the presentation of Fiscal Year 2011/2012 budget to demonstrate how the program prioritization process was used to enhance decision-making. This would include at least one presentation to Council.
- Explore ideas with City Administration for additional citizen engagement in future budget years.

- Specific support for the Fiscal Year 2012/2013 budget preparation is yet to be determined.

III. PROPOSAL CONTENT

To facilitate evaluation, proposals should address and be organized in the order of the outline given below and include the following information:

Background Information: Provide general information regarding your Firm.

Experience: Indicate the Firm's experience with the program prioritization budget methodology.

Budget Models: Describe the financial models that exist to assist in the preparation of the budget.

Proposed Fee Structure: Include the proposed fee structure for the services requested under this RFP.

Contract Document: Include a copy of the proposed contract document.

References: Provide three references including name, title, affiliation, address, telephone number and email address.

IV. EVALUATION CRITERIA

Consultants' submittals will be evaluated based on the criteria listed in this section. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews and reference responses. The City reserves the right to request additional information or documentation from the Firm in order to complete the selection process.

The evaluation criteria are as follows:

Qualifications and Experience	75%
Fee Structure	25%

Following the evaluation, the following steps may be taken:

1. Contract negotiations with one or more proposers will commence; or
2. (a) Request additional information from the proposer whose responses appear to have the greatest likelihood of success; and/or

- (b) Invite one or more proposers whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their proposal; and then
- (c) Begin contract negotiations with one or more proposers.

The City of Grand Island reserves the right to conduct reference checks, at either or both of the following two points of the evaluation process:

1. After proposals are evaluated, for the proposer with the highest-scoring proposal;
2. In the event that interviews are held, for the proposer with the highest-scoring proposal and interview.

In the event that information obtained from the reference checks reveals concerns about the proposer's past performance and their ability to successfully perform the contract to be executed based on this RFP, the City of Grand Island may, at its sole discretion, determine that the proposer is not a responsible proposer and may select the next highest-ranked proposer whose reference checks validate the ability of the proposer to successfully perform the contract to be executed based on this RFP.

V. SUBMITTALS

Sealed proposals (one original and three copies), must be received not later than 4:00PM Central Daylight Savings time on April 18, 2011 at the following address:

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

Interested persons should submit their questions to the Grand Island Finance Director, Mary Lou Brown at (308)385-5444, extension 169.

No proposals received after the deadline will be considered. Faxed and emailed proposals will not be accepted. All proposals will become the property of the City of Grand Island and will not be returned to the proposer.

Proposals must remain firm for one hundred twenty (120) days from the proposal due date. The City of Grand Island reserves the right to reject any and all proposals, waive irregularities and to select the proposal that is deemed to be in the City's best interest, at its sole discretion.

Price is not the sole selection factor and will be considered together with other factors allowed under Nebraska Law. Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondent's sole responsibility. All

responses, inquiries or correspondence relating to this RFP will become the property of the City of Grand Island. The City reserves the right to: reject any or all proposals or portions thereof, to waive irregularities therein, require modifications to initial proposals, negotiate and to accept a partial proposal, complete proposal or multiple proposals that may be in the best interest of the City, at its sole discretion.

RESOLUTION 2011-107

WHEREAS, the City of Grand Island implemented program prioritization budgeting process for the 2010/2011 budget, and wishes to continue utilizing that methodology for the fiscal years 2011/2012 and 2012/2013; and

WHEREAS, on April 18, 2011 two proposals were received, reviewed and evaluated in accordance to the established criteria in the request for proposal specification; and

WHEREAS, the Center for Priority Based Budgeting an incubator of the National Environmental Health Association of 720 S. Colorado Blvd, Suite 1000-N, Denver, Colorado submitted a proposal for the time period until September 30, 2013; and

WHEREAS, the proposed agreement with the National Environmental Health Association has been reviewed and approved by the City Attorney's Office, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement between the City and the National Environmental Health Association d/b/a the Center for Priority Based Budgeting is hereby approved.

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 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G19

**#2011-108 - Approving Amendment to Deferred Compensation
Plan with ICMA-RC**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Mary Lou Brown, City Administrator

Meeting: April 26, 2011

Subject: Amending the Deferred Compensation Plan with ICMA-RC

Item #'s: G-19

Presenter(s): Mary Lou Brown, City Administrator

Background

The City of Grand Island entered into a contract with ICMA-RC in 1995 to provide administrative services for the City's 457 Plan. ICMA-RC has now made available a Roth alternative as part of their services.

Discussion

As we reviewed the 457 Plan provisions offered to the employees of the City, we looked for ways to enhance the plan by adding investment options to the Plan. The Roth 457 is one such provision. This provision allows participants to make Roth (after-tax) deferrals to their 457 plan. Roth deferrals and associated earnings can be withdrawn tax-free if certain criteria are met. ICMA anticipates the new Roth provisions first being made operational with our 457 plans in the second quarter of 2011. The City would like to offer the employees the Roth 457 option within the plan. There are no additional fees to the City, only to the employees who participate.

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 Amendment to the Plan Document with ICMA-RC.

Sample Motion

Move to approve the Amended Plan Document with ICMA-RC.

**STATEMENT OF INTENT TO ADD ROTH PROVISIONS TO
ICMA-RC's 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN & TRUST**

Plan Number: 30

Name of Employer: _____ State: _____

I. Employer Intention

The Employer intends to offer the Roth Provisions described in the ICMA Retirement Corporation Governmental 457 Deferred Compensation Amendment to Add Roth Provisions, which added Article X to the ICMA-RC 457 Governmental Deferred Compensation Plan & Trust ("ICMA-RC Roth Amendment").

II. Employer Instructions Regarding Plan Administration

The Employer instructs ICMA-RC to begin administering the Roth Provisions as of the Effective Date of this statement of intent.

III. Effective Date

This statement of intent shall be effective as of the date when ICMA-RC advises that the Roth Provisions are operational or the date specified below, *whichever is later*.

_____ (date)

IV. Employer Signature

NAME OF OFFICIAL PLAN COORDINATOR (PLEASE PRINT): _____

SIGNATURE: _____

TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

EMAIL ADDRESS: _____

A copy of the completed statement of intent should be returned to ICMA-RC (retain the original for your records):

Fax to:

202-962-4601
ATTN: NBU Analyst

OR

Mail to:

ICMA-RC
ATTN: NBU Analyst
777 North Capitol Street, NE
Washington, DC 20002-4240

RESOLUTION 2011-108

WHEREAS, the City of Grand Island has employees rendering valuable services and

WHEREAS, the City has established a deferred compensation plan for such employees that serves the interest of the City by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City has determined that the continuation of the deferred compensation plan will serve these objectives, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City hereby amends and restates the deferral compensation plan (City of Grand Island Plan #301716) in the form of:

The ICMA Retirement Corporation 457 Governmental Deferred Compensation Plan & Trust, to include the associated Roth amendment.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the City serving as trustee for the exclusive benefits of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries.

BE IT FURTHER RESOLVED that the City hereby agrees to serve as Trustee under the Plan.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2011	☐ City Attorney



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G20

**#2011-109 - Approving Contract for Concession Stand Operations
at Veterans Athletic Field Complex**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: April 26, 2011

Subject: Concession Stand Contract Award Veterans Athletic Field Complex

Item #'s: G-20

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

Background

On February 4, 2011 a request for proposals to operate the concession stand at the Veterans Athletic Field Complex was advertised. One proposal was received. The proposal was provided by Jose Ramos of Grand Island.

Discussion

Staff met with the Mr. Ramos and his son and is confident that Mr. Ramos can fulfill the obligations of the contract.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the concession rights to Mr. Ramos for this season, through Nov. 30th.

Sample Motion

Move to contract with Mr. Ramos for concession stand operation for the 2011 softball season at the Veterans Athletic Field Complex.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CONCESSION STAND OPERATIONS AT VETERANS ATHLETIC FIELD COMPLEX**

RFP DUE DATE: March 7, 2011 at 4:15 p.m.

DEPARTMENT: Parks & Recreation

PUBLICATION DATE: February 4, 2011

NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

Jose Y. Ramos
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

P1461

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between Jose Y. Ramos hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused an advertisement calling for proposals to be published, for CONCESSION STAND OPERATIONS AT VETERANS ATHLETIC FIELD COMPLEX; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible proposal, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, with exception regarding the City's share of gross receipts, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other materials, services and facilities; (b) furnish all materials, supplies and equipment specified and required in the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached request for proposals, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE II. That the Contractor shall pay to the City for the covenants embraced in this contract and the City will accept as full compensation therefore the sum of 10% (ten percent) of all gross receipts received from sales at the Veteran's Athletic Facility for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent on an annual basis, by or before the 1st day of each November 2011 to the City.

ARTICLE III. The contractor hereby agrees to monitor the restroom materials and supplies for the City for this project. The City shall be obligated to supply the restrooms with materials and supplies.

ARTICLE IV. That the contractor shall start work as soon as possible after a written notice to proceed has been delivered by the Director of Parks and Recreation and the required insurance is approved. The Contractor shall work during scheduled league games and at such other times as the Contractor deems appropriate, however, Contractor may not at any time work at the Veteran's Athletic Facility outside of the parks' hours of operation. The City will provide vendor with a schedule of league activities. The City retains the right to cancel this contract at any time for the sole convenience of the City without penalty.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this

contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the state of Nebraska.

ARTICLE VI. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII. This agreement shall expire November 1, 2011 after execution.

ARTICLE VIII. The Contractor agrees to comply with insurance requirements in the execution of this contract as required by City Code.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Contractor _____

By _____

Title _____

Contact Address _____

Contact Phone _____

Contact Fax _____

Date _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

The contract and insurance requirements are in due form according to law and are hereby approved.

Attorney for the City

Date _____

From: Jose Y. Ramos
1024 S. Locust
Grand Island, NE 68801
(308) 382-4629

To: RaNae Edwards, City Clerk
City Clerks Office
P.O. Box 1968
Grand Island, NE 68802

Subject: Interest in Providing Concession stand Operations for the four softball/baseball fields located in the Veterans Athletic Field Complex

Date: March 7, 2011

My name is Jose Y. Ramos, I have a very strong interest in running these new softball/baseball fields. I have received and reviewed the guidelines that was sent by Steven Paustain. I agree with the policy s and responsibilities for the period of (3) years. Most importantly I've read and understand the Insurance requirements and will purchase as such.

Over the years I have done many jobs. For the last Nine years or so I have helped the St. Mary's Cathedral with cooking like Tamales, Crispy Tacos and Burritos which then help raise money for the church's needs. A few years ago I was Co-owner of the El Tucanazo 410 E 4th St Grand Island, NE 68801. In my younger days (in California) I worked in a few different restaurants and luncheon trucks. I love to cook and help the community.

Enclosed is the Menu. In my pleasure of cooking and helping the community. I will offer regular items such as Water, Can or Bottled Soda, Gum, Suckers and Popcorn. I will also have available for purchase Fresh Fruits and Juices for the athletes. For a light lunch I will offer Hotdogs, Hard-shell Tacos, and Burritos. Any questions please feel free to call.

Upon the Exclusive concession rights to the (4) softball/baseball fields from May 1 through August 31. I will provide up to ~~30%~~ ^{10%} **gross revenue** a return to the city. Thank you for your time and consideration.

Sincerely,



Jose Y. Ramos

WELCOME

MENU

Small	Medium	Large
Nachos	\$1.75	\$2.50
Hard Shell Corn Tacos (potato)	3 for \$1.00	
Burritos (beef or chicken)		\$1.50
Hot Dogs	\$1.00	\$1.50
Gum \$0.15	\$0.60	\$1.50
Bottled Soda		\$1.50
Canned Soda	\$1.00	
Candy	\$0.70 - \$1.25	
Popcorn	\$0.80	\$1.50
Doritos	\$1.00	
Water Bottle	\$1.00	
Fresh Fruits \$0.50	\$0.60	\$1.50
Jumex Juice can	\$1.00	
Ice cream	Cones \$0.75	Cup \$1.25 - \$150



*Working Together for a
Better Tomorrow. Today.*

REQUEST FOR PROPOSAL

To: Interested Parties

From: Steve Paustian, Parks & Recreation Director
City of Grand Island, Nebraska

Subject: Providing Concession Stand Operations for the four softball/baseball fields located in the Veterans Athletic Field Complex

Date: February 4, 2011

The Grand Island Parks & Recreation Department is seeking Proposals for Concession Stand Operations for the four softball/baseball fields located in the Veterans Athletic Field Complex.

The Proposals are due March 7, 2011 by 4:15 p.m. (Local Time). Three (3) copies of the proposal shall be submitted to:

RaNae Edwards, City Clerk
City Clerks Office
P.O. Box 1968
Grand Island, NE 68802

Any questions in responding to this RFP should be directed to **Steve Paustian at (308) 385-5444 extension 290**. We look forward to receiving your response to this request.

**ADVERTISEMENT
REQUEST FOR PROPOSALS
CONCESSION STAND OPERATIONS
FOR
SOFTBALL/BASEBALL FIELDS
VETERANS ATHLETIC FIELD COMPLEX

CITY OF GRAND ISLAND, NEBRASKA
PARKS & RECREATION DEPARTMENT**

Sealed proposals will be **received at the City Clerks Office**, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802, **until 4:15 pm (Local Time), March 7, 2011 seeking Proposals for Concession Stand Operations for the four softball/baseball fields in the new Veterans Athletic Field Complex.** Proposals received after the specified time will be returned unopened to sender.

The award winning offeror will be required to comply with the City's Insurance requirements.

The Purchaser reserves the right to reject any or all proposals, to waive technicalities, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw its proposal for a period of sixty days after date of bid opening.

RaNae Edwards, City Clerk

NAME, LOCATION & DESCRIPTION

Provide Concession Stand Operations for the four softball/baseball fields located in the Veterans Athletic Field Complex located at 2820 N Broadwell Ave, Grand Island, Nebraska.

Exclusive concession rights to four (4) softball/baseball fields May 1 through August 31. Must provide services for all tournaments and league play. First right of refusal for games, tournaments or league play prior to or after above mentioned dates.

Contract for three (3) years.

SCOPE OF WORK

Concession Stand Operations for the four softball/baseball fields.

Provide for sales of beverages (non-alcoholic), candies and various food items for consumption by complex users.

Monitor restroom and maintain paper supplies etc. during operating hours. Lock gates before leaving. Clear out all people etc.

Serve as contact for facility concerns voiced by patrons and forward to Park Dept. staff.

EVALUATION

Proposals will be evaluated and scored on the basis of the selection criteria listed below.

- | | | |
|---|---|---------------|
| * | Experience in running similar concession operations | 33 1/3 points |
| * | Percentage of gross revenues returned to the City | 33 1/3 points |
| * | Pricing structure and menu | 33 1/3 points |

GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

CANCELLATION CLAUSE

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

The City reserves the right to cancel the contract for the City's convenience. In that event, the contractor will be paid for goods and services actually performed and provided at the time of cancellation.

PROPOSAL PROTOCOL

Steve Paustian, Parks & Recreation Director, will be the City's contact. For additional information on this proposal please call (308) 385-5444, ext. 290. Interested firms shall send 3 copies of their proposal to the City Clerks Office, City Hall, 100 East First Street, Grand Island, Nebraska, 68801 or P.O. Box 1968, Grand Island, Nebraska, 68802. **Proposals must be submitted to the City Clerks office by 4:15 p.m. on March 7, 2011.** Proposals must remain firm for sixty (60) days from proposal due date. The City reserves the right to reject any and all proposals and to select the proposal, which is deemed to be in the City's best interest, at its sole discretion.

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$500,000 Combined Single Limit
---------------------------------	---------------------------------

3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

RESOLUTION 2011-109

WHEREAS, the Parks and Recreation Department of the City of Grand Island invited sealed proposals for Concession Stand Operations at the new Veterans Athletic Field Complex; and

WHEREAS, on March 7, 2011, a proposal was received and reviewed; and

WHEREAS, Jose Y. Ramos of Grand Island, Nebraska submitted a proposal in accordance with the terms of the advertisement for proposals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Jose Y. Ramos of Grand Island, Nebraska, is hereby accepted and approved as the lowest responsive proposal submitted, and that the contract by and between the City and the Vendor be and hereby is approved, and the Mayor is authorized to sign such contract on behalf of the City.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item H1

**Consideration of Request from Iglesia Ebenezer Church for a
Conditional Use Permit for a New Church Facility Located at 502
East Capital Avenue**

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item J1

Approving Payment of Claims for the Period of April 13, 2011 through April 26, 2011

The Claims for the period of April 13, 2011 through April 26, 2011 for a total amount of \$3,664,260.58. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item J2

**Approving Payment of Claims for the Period of April 13, 2011
through April 26, 2011 for the Veterans Athletic Field Complex**

*The Claims for the period of April 13, 2011 through April 26, 2011 for a total amount of
\$20,840.00 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		
3/22/2011	Tri Valley Builders Inc	Relocation and reconstruction of athletic fields	18,466.47	27,357.47
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		
4/12/2011	The Grand Island Independent	Published affidavit for concession stand bids	29.67	29.67
4/26/2011	Elkhorn Fence LLC	Fence installation	20,840.00	20,840.00

Amount Remaining to be Spent

28,553.98

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		Description		Invoice	PO #	WO#	Check #	Amount
Org	Object	Name/Number						
4004450		PARKS & RECREATION						
90122		ATHLETIC COMPLEX						
1	1492	ELKHORN FENCE CO	FENCE INSTALL - PMT #1	11-039			163039	20,840.00
4004450 Org Total								20,840.00

COPY

P. O. Box 186
Elkhorn, NE 68022

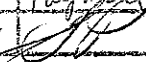
DATE	INVOICE #
3/28/2011	11-039

City of Grand Island
Parks Administration
100 E 1st Street
P.O. Box 1968
Grand Island, NE 68801

P.O. NO.	TERMS	DUE DATE	EFC Job #
Signed Contract	Net 30	4/27/2011	1101-06

QTY	DESCRIPTION	RATE	AMOUNT
1	GI Veterans Park Ball Field Fencing Progress Payment # 1 80% of original Contract	20,840.00	20,840.00

Voucher #

PO #	Contract Per Res 2011-6 ✓ NR 4/18/11		
Vendor #	1492		
Invoice #	11-039		
Description	Payment # 1 Fence Installation		
Approved by		Date	4-8-11
Org-obj#	Amount		
40044450-90122	20,840.00		

Please remit to above address.

Total Due **\$20,840.00**

RESOLUTION 2011-6

WHEREAS, the City of Grand Island invited sealed bids for Furnishing and Installation of Ball Field Fencing at the new Veterans Athletic Field Complex, according to plans and specifications on file with the Parks and Recreation Department; and

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

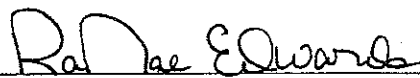
WHEREAS, Elkhorn Fence Co. from Elkhorn, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$26,052.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Elkhorn Fence Co. from Elkhorn, Nebraska in the amount of \$26,052.00 for Furnishing and Installation of Ball Field Fencing at the new Veterans Athletic Field Complex is hereby approved as the lowest responsible bid.

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2011.


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk

0 *

Resolution 26,052.00+
Pmt #1 20,840.00-
000
Remaining amt 5,212.00*
✓ NR 4/8/11 P



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item X1

Update Concerning Union Negotiations

The City Council may vote to go into Executive Session as required by State law to discuss AFSCME, IAFF, FOP, IBEW (Utilities) (Finance) (WWTP) and (Service/Clerical) Union Negotiations for the protection of the public interest.

Staff Contact: Brenda Sutherland